City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
January 20, 2026

1. **6:00 PM Call to Order**
2. **Pledge Of Allegiance**
3. **Invocation: First United Methodist**
4. **Roll Call**
5. **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. Department Reports**
   - **D. Raffle Permits**
   - **E. Purchase of Volvo Loader for Airport off of Sourcewell Contract Project #2026-22**
   - **F. Purchase of Skid Loader off of Sourcewell Contract Project #2026-30**
   - **G. Purchase of Pay Loader for Cemetery and Golf Course off of Sourcewell Contract**
   - **H. Purchase of 3 Patrol Vehicles off of State Bid**
   - **I. Changes to the 2026 Personnel Policies and Procedures Manual, the 2026 Safety Manual, and the 2026 Drug and Alcohol Policy**
   - **J. Increases to the Unreimbursed Medical and Dependent Care Maximum Deductions to Match Increases in Federal Limits**
   - **K. Volunteer Board Appointments:**
     - **Appoint Pat McGeough to the Park Board to fill an unexpired term to run from January 2026-June 2026**
   - **L. Change Order #5 to Halme, Inc. for North Harmon Sanitary Sewer Outfall Project #2023-06**
   - **M. Change Order #1 to Halme, Inc. for Island Watermain Bore Project #2025-27**
   - **N. Set date for February 2, 2026 for Hearing and Action on the Application to Transfer RB-2169 Retail (on-off sale) Malt Beverage & SD Farm Wine License from LAB LLC, 501 South Sanborn to Blarneys LLC dba Rookies Casino, 2100**

Highland Way, Suite Q

O. Approval of Gasoline & Fuel Quotes

P. Pay Estimates

Q. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer

6. Motion To Approve, Request Public Comment, Roll Call

7. 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.

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

A. Hearing and Action on an Application for Bart & Nikki Fredericksen

Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

B. Action to Set Date for Board of Adjustment Hearing 2-2-26

Kelsey Poppens has applied for a conditional use permit for childcare, family residential; located at 501 E 16th Ave, legally described as Lot 1, Block 7, Green Acres Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R1 Single-family Residential District.

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

10. Hearing and Action on the Application to Transfer RL-5353 Retail (on-sale) Liquor License from LAB LLC, 501 South Sanborn to FUPA Adventures LLC dba Double D's, 512 South Sanborn

11. Action to Approve Special Event Permit Application for WoodieFest on Saturday, June 27, 2026

- Consumption Permit (*$50 Fee*)
- Noise Permit (*$0 Fee*)

12. Action to Approve Agreement #A2026-07, 6th Avenue Reconstruction Engineering Services with McLaury Engineering-Project #2024-01

13. Action to Approve Agreement #A2026-08, Water Study Agreement with SPN & Associates-Project #2026-26

14. **Action to Approve Agreement #A2026-09, Wastewater Study with SPN & Associates-Project #2026-27**
15. **Action to Approve Agreement #A2026-10, Design and Bidding Services with AE2S for a Meter Vault for Randall Rural Water Project**
16. **Action to Approve Agreement #A2026-11, Equitable Sharing Agreement and Certification**
17. **Action to Approve Agreement #A2026-12, Par 3 Golf Concept Plan with Norby**
18. **Action to Approve Resolution #R2026-05, Property Clean-up Incentive Policy**
19. **Action to Approve Resolution #R2026-06, Vacation of Public Right-of-Way, portion of Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property**
20. **Second Reading on Ordinance #O2026-01, Modifying Redevelopment Neighborhood Boundaries for Discretionary Formula Purposes**
21. **Motion to Adopt Ordinance #O2026-01, Request Public Comment, Roll Call**
22. **Hearing and First Reading on Ordinance #O2026-02, Rezoning Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District**
23. **Hearing and First Reading on Ordinance #O2026-03, Rezoning Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District**
24. **Discussion on Requiring Survey Before Acquiring a Building Permit**
25. **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.

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

January 5, 2026
6:00 P.M.

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

ABSENT: Kevin McCardle

PRESIDING: Mayor Jordan Hanson

Council Member Tjarks is present by zoom.

AGENDA:

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

a. City Council Minutes
   1. City Council December 15, 2025
b. Mitchell Republic as the newspaper designation for 2026
c. Donation of suppressors in exchange for officers used in promotional video
d. Change Order #1 for AIP '34 Airport Hangar Construction to Pro Contracting, no change in contract amount
e. Set date for January 20, 2026 for hearing and action on the application to transfer RL-5353 Retail (on-sale) Liquor License from LAB LLC, 501 South Sanborn to FUPA Adventures LLC dba Double D's, 512 South Sanborn
f. Approval of Gas and Fuel Quotations

Howes Oil	**Requested Gallons**	**Bid Gallons**	**Price per Product**	**Total Bid**
On Road Diesel #2	1,200	1,200	$2.348	$2,817.60
On Road Diesel #1	1,200	1,200	$3.440	$4,128.00
Off Road Diesel #2	2,550	2,550	$2.073	$5,286.15
Off Road Diesel #1	2,550	2,550	$3.165	$8,070.75
	Total Bid:			$20,302.50

g. Pay Estimates January 5, 2026
Pay Estimate #66 in the amount of $15,154.84 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
Pay Estimate #1 in the amount of $49,005.00 for Lake Mitchell-Phase III #2021-20 contracted to Houston Engineering
Pay Estimate #21 in the amount of $2,897.50 for Wastewater Treatment Plant Improvements #2021-31 contracted to GeoTek Engineering
Pay Estimate #59 in the amount of $1,523.52 for Highway 37 Utilities #2021-45 contracted to SPN & Associates
Pay Estimate #60 in the amount of $726.56 for Highway 37 Utilities #2021-45 contracted to SPN & Associates
Pay Estimate #35 in the amount of $51,072.26 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to HDR Engineering
Pay Estimate #1 in the amount of $35,000.00 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to Rexwinkel Concrete
Pay Estimate #15 in the amount of $5,572.50 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to GeoTek Engineering
Pay Estimate #27 in the amount of $3,292.50 for 23rd & Ohlman Lift Station Replacement #2022-03 contracted to SPN & Associates
Pay Estimate #2 in the amount of $12,500.00 for Jetty & Marina Improvements #2023-03 contracted to Planning &Development District III
Pay Estimate #29 in the amount of $1,372.49 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates
Pay Estimate #26 in the amount of $3,408.57 for Ohlman & South Harmon Lift Station #2023-16 contracted to SPN & Associates
Pay Estimate #15 in the amount of $1,025.00 for West End Bridge #2023-23 contracted to Brosz Engineering
Pay Estimate #1 in the amount of $199,880.00 for Ridgeview on Foster Lift Station #2024-35 contracted to Mitchell Area Development Corporation
Pay Estimate #13 in the amount of $1,103.00 for Water Distribution System Model #2024-37 contracted to AE2S
Pay Estimate #11 in the amount of $3,408.57 for North Ohlman-23rd to Kemper #2025-01 contracted to SPN & Associates
Pay Estimate #4 in the amount of $2,810.00 for FEMA Risk Management Plan #2025-03 contracted to HDR Engineering
Pay Estimate #4 in the amount of $6.953.52 for Hitchcock Tennis Courts #2025-34 contracted to SPN & Associates
Pay Estimate #2 in the amount of $14,994.29 for Lake Shore Development-TIF Project #2025-42 contracted to Siteworks
Pay Estimate #2 in the amount of $50,155.00 for Water Department Maintenance Facility #2026-01 contracted to Ciavarella Design

h. 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 DECEMBER 7, 2025 – DECEMBER 20, 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 $15,317.98, Human Resources $4,614.98, Municipal Building $5,515.62, Information Technology $3,453.08, Police $92,439.57, Traffic $4,833.49, Fire $39,200.63, Street $42,182.54 Public Works $26,889.86, Cemetery $5,742.42, Library $15,242.80, Recreation & Aquatics $6,730.50, Recreation Center $19,294.68 Sports Complexes $12,324.58, Parks $15,163.98, Supervision $4,418.10, E911 $25,222.97, Palace Transit $31,475.14, JVCC $2,468.29, Nutrition $4,465.73, Airport $2,669.37, Water Distribution $16,449.31, Sewer $15,257.11, Recycling Program $6,400.99, Waste Collection $8,345.66, Landfill $10,655.57, Corn Palace $22,935.11 Golf Course $4,329.43, Emergency Medical Services $38,788.19

NEW HIRES:

CORN PALACE: Bridget Bame-$12.20

JVCC: Robin Bernards-$15.20

SPORTS COMPLEXES: Coy Olson-$13.70, Tyler Sanderson-$13.70, Bryson Schlimgen-$12.70, Esten Schlimgen-$14.70

SALARY ADJUSTMENTS:

E-911: Joseph Blankartz-$23.615

POLICE: Peter Arnold-$38.714, David Briesemeister-$30.229, Jonathan Haugaard-$30.229, Austin Resick-$35.065

STREET: Jason Dicus-$27.668

WATER: Robert McCardle-$25.812

TERMINATION:

JVCC: Robin Bernards

SANITATION: David Schulte

JANUARY 1, 2026 SALARIES:

The following is a listing of the salaries for elected officials and full time employees of the City of Mitchell for the year 2026. Please note that salaries are shown as hourly wages unless the individual fills an exempt position:

COUNCIL: Marty Barington-$12,504.00, Mike Bathke-$12,504.00, John Doescher-$12,504.00, Tim Goldammer-$12,504.00, Kevin McCardle-$12,504.00, Dan Sabers-$12,504.00, Jeffrey Smith-$12,504.00, Susan Tjarks-$12,504.00

MAYOR: Jordan Hanson-$43,238.00

CITY ADMINISTRATOR: Stephanie Ellwein-$182,782.00

ADMINISTRATIVE BOARD: Aaron Hieb-$66,723.00

INFORMATION TECHNOLOGY: Andrew Schneider-$94,323.00

ATTORNEY: Justin Johnson-$153,018.00

BUILDING MAINTENANCE: Kevin Dykes-$26.328, Melissa Hobaugh-$20.362

CORN PALACE: Kathy Hanks-$25.318, Jeffrey Hanson-$34.722, Michael Leach-$24.324, Diane Mutziger-$27.405, David Sietsema-$103,027.00, Craig Stucky-$75,861.00

PALACE TRANSIT: Jonathan Gamber-$24.568, Wanda Graves-$32.094, Jacquelyn High-$26.587, Karol Iburg-$26.593, Kevin Kline-$23.151, Paul Morris-$26.322, Tracy Sprinkel-$24.086, Tyson Sprinkel-$22.697, George Streetman-$24.086, Don Trebil-$25.060

JVCC: Amy Hurt-$32.727, Jessica Pickett-$123,127.00

E-911: Elizabeth Adema-$24.810, Mary Aronson-$34.058, Joseph Blankartz-$24.569, Courtney Cassingham-$24.323, Emma Farley-$24.323, Dawn Niehoff-$84,600.00, Shelly Kutilek-Olson-$23.846, Nicole Peterson-$25.306, Kalla Sauvage-$25.306, Gavin Whitledge-$23.846

FIRE DEPARTMENT: Justin Adams-$31.311, Michael Bartell-$22.366, Paul Bernard-$22.814, Tiffany Boehmer-$91,507.00, Mason Bruns-$25.686, Chad Cody-$30.094, Zachary Dalrymple-$33.210, Joseph Doyle-$21.928, Matt Geidel-$24.210, Tristian Johnson-$25.686, Hunter Lehman-$25.182, Brandon Manchester-$27.258, Colt Mayfield-$25.686, Cole Palmer-$23.270, Abigail Pearson-$23.270, Daniel Pollreisz-$46.698, Brendan Poore-$22.366, Joel Reiter-$22.814, Luke Ruml-$30.682, Shannon Sandoval-$111,493.00, Thomas Schaffner-$28.366, Andrew Shank-$30.095, Adam Squires-$21.928, Carter Star-$25.182, Benjamin Tegethoff-$24.688, McKenzy Young-$26.723

EMS: Jaclyn Larson-$32.720

FINANCE: Michelle Bathke-$133.212.00, JoDel Dierks-$23.847, Marilyn Jansen-$29.650, Erika Miller-$27.933, Janice Peterson-$30.848, Cynthia Roth-$98,134.00

GOLF COURSE: Alex Dagan-$25.812, Jason Gunnare-$89,735.00

CEMETERY: Douglas Cunningham-$24.810, Aaron Willis-$36.125

HUMAN RESOURCES: Elizabeth Kitchens-$107,189.00

LIBRARY: Michele DeVries-$34.731, Kevin Kenkel-$101,031.00, Jean Patrick-$34.722, Quincy Salmen-$24.324, Rachel Soulek-$28.505, Max Velasquez-$29.635

POLICE DEPARTMENT: Niko Arnold-$33.041, Peter Arnold-$39.875, John Badker-$40.277, Andrew Becker-$36.838, Davis Briesemeister-$31.136, Bradley Buysse-$44.015, Tylor Cassingham-$31.758, Cierra Dailey-$31.136, Garrett Douglas-$30.525, Ryan Erickson-$27.933, Daniel Fechner-$44.015, Bryce Fuchs-$32.394, Sawyer Gibson-$40.663, Christian Hanna-$30.525, Jonathan Haugaard-$31.136, Wyatt Hunt-$31.758, Dean Knippling-$125,528.00, Daniel Kopfmann-$40.278, William Lutjen-$34.376, Patrick Marler-$40.278, Samson McKissack-$31.136, Kyle McLaughlin-$39.866, Shanden Reiners-$29.636, Crystal Reitzel-$27.946, Austin Resick-$36.116, David Sarne-$39.866, Justin Stoltenburg-$33.702, Casey Tegethoff-$93,337.00, Tyler Urban-$33.702, Seth VanDen Hoek-$32.393, Paul Wilson-$40.278

TRAFFIC: Raymond Dean-$26.848, Joshua Harvey-$34.376

RECREATION & AQUATICS: Thomas Gulledge-$86,250.00, Jamie Henkel-$39.103

RECREATION CENTER: Aaron Black-$21.603, Christina Cranny-$29.657, Adam Fosness-$29.054, Shawn Lachnit-$24.810, Ethan McCune-$29.054

SPORTS COMPLEXES: Roger Prewett II-$82,901.00, Jesse Schlimgen-$29.061, Nolan Tegels-$25.812

PARKS: Brady Andera-$26.328, Myles Brewster-$24.323, Lewis Bruske-$25.812, Bradley Gates-$32.086, Steven Roth-$95,227.00, Douglas Stewart-$23.152, Tyler Vetch-$28.499

PARKS, RECREATION & FORESTRY SUPERVISION: Kevin Nelson-$120,683.00

PUBLIC WORKS: JoElle Dammann-$87,975.00, Joseph Galpin-$34.722, Deb Hanson-Sudbeck-$32.736, John Hegg-$89,735.00, Mark Jenniges-$87,975.00 Terry Johnson-$111,601.00, Joseph Schroeder-$138,593.00, Jonathon Thurman-$30.833

AIRPORT: Daniel London-$72,915.00

STREET: Steve Anderson-$41.894, Connor Carlson-$25.812, Jim Cranny-$23.846, Gavyn Degen-$24.324, Jason Dicus-$28.498, Randall Hanten-$35.081, Nathan Hegg-$37.954, Jeffrey Hurt-$31.151, Spencer James-$25.812, Luke Nagel-$28.778, Pamela Punt-$29.650, Kevin Roth-$109,360.00, Dale Star-$29.643, Jason Tuttle-$34.393, James Zard-$29.354, Mark Zard-$27.933

LANDFILL: Tia Dorsey-$22.036, Clayton Moore-$34.393, Jaylon Tollefson-$40.268

RECYCLING: Travis Platt-$29.068, Troy Sipes-$31.465

WASTE COLLECTION: Walter Davis-$25.306, Michael Dufek-$34.393, Travis Hohrman-$29.062

WATER DISTRIBUTION: Ryland DeVries-$23.851, Robert McCardle-$26.587, Tylor Peterson-$41.894, Thomas Schuman-$34.385, Kevin Sibson-$33.050, Jon Vermeulen-$113,778.00

WASTEWATER: Carson Berg-$22.036, Brian Daughters-$34.385, Thomas Holleman-$31.766, Joseph King-$25.053, Eugene Wagaman-$41.894

WARRANTS: 3D Security, Alarm Monitoring-$600.00; AAA Lawn Care and Maintenance, Maintenance-$1,365.00; Aaron Hieb, Contract Services-$45.00; Adam Fosness, Reimbursement-$45.00; Advanced Engineering and Environmental, 2024-37 P.E. #13-$1,103.00; AFLAC, Aflac withholding-$9,030.70; AFSCME Council 65, Union Dues-$494.57; Alex Dagen, Reimbursement-$55.00; Amazon Capital Services, Supplies-$4,603.43; American Engineering Testing, Water Analysis-$64.00; American Garage Door, Maintenance-$182.55; American Legal Publishing, Advertising-$1,722.00; AMG-Avera Occupational Med, Labs-$301.60; Andrew Becker, Reimbursement-$14.00; Andrew Schneider, Reimbursement-$45.00; Arctic Refrigeration, Repair-$328.77; Associated Pool Builders, Supplies-$3,279.00; AT&T Mobility Police Dep, Utilities-$1,118.50; Austin Resick, Reimbursement-$36.55; Automatic Building Control, Monitoring-$780.00; Avera Occupational Medicine, Physicals-$2,185.00; B-Y Water District, Maintenance-$23,903.97; Bailey Metal Fabricators, Supplies-$288.60; Bechen Electric, Maintenance-$944.80; Bender Sewer & Drain, Maintenance-$395.00; Big Daddy D's, Contract Services-$5,257.50; Blackstone Publishing, Audiobooks-$290.21; Brad Gates, Reimbursement-$45.00; Brady Andera, Reimbursement-$45.00; Brandon Manchester, Reimbursement-$84.00; Brian Daughters, Reimbursement-$45.00; Brosz Engineering, 2023-23 P.E. #15-$1,025.00; C&B Operations, Supplies-$6,496.15; Carquest Auto Parts, Supplies-$9.77; Carson Berg, Reimbursement-$45.00; CDW Government, Supplies-$364.82; Cellebrite, Training-$4,607.50; Central Electric, Utilities-$10,675.09; Chesterman, Supplies-$1,800.85; CHR Solutions, Mailing-$4,194.54; CHS, Supplies-$2,037.87; Ciavarella Design, 2026-1 P.E. #2-$50,155.00; City of Mitchell, Hitchcock Pool-$75,211.25; City of Mitchell, Golf Course Deductions-$1,411.28; City of Mitchell, Recreation Deductions-$2,247.28; City of Mitchell, Alcohol Compliance-$1,000.00; Civicplus, Annual Renewal-$15,074.48; CK Bicycles and Locks, Supplies-$48.00; Cole Palmer, Reimbursed-$57.40; Colours 59, Supplies-$22.72; Column Software, Advertising-$765.96; Commercial Asphalt, Supplies-$22,894.95; Connor Carlson, Reimbursed-$63.00; Connor Davis, Reimbursement-$15.00; Core & Main, Subscription-$2,915.26; Core-Mark, Supplies-$3,966.77; Corn Palace, Christmas Recital-$1,216.70; Corporate Translation Services, Translation Services-$97.36; Craig Stucky, Reimbursement-$45.00; Dakota Supply Group, Supplies-$87.18; Dan London, Reimbursement-$45.00; Dan Pollreisz, Reimbursement-$45.00; Dance Expressions, Christmas Dance Recital-$3,117.25; Dave Sietsema, Reimbursement-$45.00; Davison County, TID #9 Dissolved-$22,610.89; Delta Dental Plan of South Dakota, Dental Insurance-$17,485.94; Demco, Supplies-$305.97; Department of Social Services, Child Support-$359.54; Diesel Laptops, License-$1,545.00; Doug Cunningham, Reimbursement-$45.00; Doug Stewart, Reimbursement-$45.00; Dr Feelgood, Entertainment-$300.00; Dr. Matthew Schafer, Professional Service-$1,500.00; Dustin Cole, Reimbursed-$65.00; Elfstrand's Ace Hardware, Supplies-$297.34; Eric Hieb, Contract Services-$5,600.49; Ethan McCune, Reimbursement-$45.00; ETix, Ticketing Fees-$76.95; Eurofins Environment Testing, Lab Fees-$2,446.00; First National Bank Omaha, Loan Payment-$4,985.23;

Fleetpride, Repair-$47.99; Frontier Precision, Renewal-$1,849.50; Galls, Supplies-$592.13; Gavyn Degen, Reimbursement-$24.99; Geotek Engineering & Testing, 2021-31 P.E. #21-$8,470.00; GF Advertising Services, Supplies-$375.86; Grainger, Supplies-$304.03; Great Western Tire, Supplies-$5,520.68; Hanson Public Foundation, Sports Authority Promo-$5,000.00; Hawkins, Supplies-$1,254.85; HDR Engineering, 2022-1 P.E. #35-$53,882.26; Henry Schein, Supplies-$87.23; Houston Engineering, 2021-20 P.E. #1-$49,005.00; Howes Oil, Supplies-$35,089.90; Hunter Heating & Cooling, Maintenance-$1,897.50; I-State Truck Center, Supplies-$224.02; Independence Upfitters, Equipment-$9,220.00; Industrial Chem Labs & Service, Supplies-$775.92; Infrastructure Design Group, 2020-20 P.E. #66-$15,154.84; Ingram Library Services, Books-$1,059.30; Innovative Office Solution, Supplies-$114.66; Iverson, Rental-$101.96; Jabr Trucking, Towing-$992.50; Jacob Aragon Construction, Supplies-$330.00; James Valley Landscape Solutions, Supplies-$344.91; Jamie Henkel, Reimbursement-$45.00; Jason Dicus, Reimbursed-$104.96; Jaylon Tollefson, Reimbursement-$45.00; JCL Solutions, Supplies-$274.60; Jeff Hanson, Reimbursement-$45.00; Jesse Schlimgen, Reimbursement-$45.00; Jessica Pickett, Travel-$414.42; Joe Galpin, Reimbursement-$45.00; Joe Schroeder, Reimbursement-$45.00; Joelle Dammann, Reimbursement-$45.00; John Hegg, Reimbursement-$45.00; Johnson Controls, Repairs-$1,520.15; Jon Thurman, Reimbursement-$45.00; Jon Vermeulen, Reimbursement-$45.00; Jones Supplies, Supplies-$1,326.71; Jordon Sehnert, Reimbursement-$30.00; Joseph King, Reimbursement-$45.00; Kathy Hanks, Reimbursement-$45.00; Kevin Dykes, Reimbursement-$45.00; Kevin Kenkel, Reimbursement-$45.00; Kevin Roth, Reimbursement-$45.00; Kevin Sibson, Reimbursement-$45.00; Knowbe4, Subscription-$3,378.48; Kromer, Supplies-$268.64; Larry's I-90 Service, Repair-$31.05; Leads Online, Renewal-$3,532.00; Liz Kitchens, Reimbursement-$45.00; Luke Nagel, Reimbursement-$116.92; Luke Ruml, Reimbursement-$45.00; Maguire Iron, Supplies-$2,210.00; Make it Mine Designs, Supplies-$333.21; Maximum Promotions, Supplies-$384.61; McLeod's Printing, Supplies-$388.58; Mebius Nursery & Landscaping, Maintenance-$6,396.00; Meierhenry Sargent, CW-13 Bond Fees-$50,000.00; Melissa Hobaugh, Reimbursement-$45.00; Menard's, Supplies-$1,515.08; Messerli & Kramer, Garnishment-$328.84; Michael Dufek, Reimbursement-$75.05; Michael Leach, Reimbursement-$45.00; Michelle Bathke, Reimbursement-$45.00; Microsoft Corporation, Subscription-$910.00; Midcontinent Communication, Utilities-$95.39; Midwest Oil Company, Supplies-$622.81; Midwest Turf & Irrigation, Supplies-$1,361.00; Millennium Recycling, Single Stream Fee-$1,906.86; Miner County Auditor, Alcohol Compliance-$122.46; Minnesota Valley Testing, Lab Testing-$4,580.25; Mitchell Area Development, Reimbursement-$230,516.81; Mitchell Figure Skating, Palace Ice Festival-$750.00; Mitchell Iron & Supply, Supplies-$372.32; Mitchell Music Boosters, Show Choir Classic-$3,500.00; Mitchell Prehistoric Indigenous Archeology, 2026 1st Quarter Allocation-$6,250.00; Mitchell Republic, Renewal-$302.29; Mitchell School District, Utilities-$1,983.87; Mitchell Telecom, Utilities-$201.83; Mitchell United Way, United Way Deductions-$131.00; Mobotrex, 1st/Sanborn Insurance-$42,073.00; Model 1 Commercial Vehicle, 2025 Passenger Bus-$24,430.35; Mount Vernon School District, Contract Services-$99.00; Mueller Lumber, Supplies-$900.23; Nate Hegg, Reimbursement-$395.00; Newvision Security, Alarm Monitoring-$227.00; Niko Arnold, Reimbursement-$82.00; Nolan Tegels, Reimbursement-$45.00; North Central Seed, Finance Charge-$129.21; Northern Truck Equipment, Supplies-$19,151.40; Northwestern Energy, Utilities-$46,738.30; Optilegra, Vision Plan Deductions-$259.84; Overdrive, Ebook-$1,500.00 ; Paul Morris, Reimbursement-$15.00; Pepsi Cola, Supplies-$943.94; Peterbilt of Sioux Falls, Supplies-$3,823.97; Planning & Development District III, 2023-3 P.E. #2-$12,500.00; Playon, Board Projects-$4,995.00; Power

DMS, Renewal-$15,563.91; Premier Equipment, Repairs-$1,508.80; Premier Pest Control, Pest Control-$720.00; Prevention Magazine, Subscription-$190.00; Public Health Laboratory, Lab Testing-$1,538.49; Qualified Presort Service, Postage-$363.04; Quincy Salmen, Reimbursement-$45.00; Raymond Dean, Reimbursement-$45.00; Regents of the University, Subscription-$483.19; Rexwinkel Concrete, 2022-1 P.E. #1-$35,000.00; RMB Environmental Lab, Lab Fees-$495.00; Robert McCardle, Reimbursement-$45.00; Roger Prewett II, Reimbursement-$45.00; Ron's Saw Shop, Supplies-$2,925.82; Runnings Supply, Supplies-$2,728.32; Ryland Devries, Reimbursement-$45.00; Safe Place of Eastern South Dakota, 2026 1st Quarter Allocation-$3,750.00; Santel Communications, Utilities-$30.00; Sawyer Gibson, Reimbursement-$238.61; Schoenfelder Construction, Repairs-$8,056.14; Schoenfelder Portables, Rental-$340.00; South Dakota Municipal League, Memberships-$100.00; South Dakota Retirement System, Retirement Contributions-$139,508.40; South Dakota-Supplemental Retirement, Supplemental Retirement-$15,363.66; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$2,247.50; South Dakota Music Educational, All State Jazz Band-$1,500.00; Shannon Sandoval, Reimbursement-$45.00; Shawn Lachnit, Reimbursement-$45.00; Sign Pro, Supplies-$270.25; Siteworks, 2025-42 P.E. #2-$14,994.29; South Dakota 811, Supplies-$201.60; Special Olympics South Dakota, Sports Authority Promo-$12,000.00; Spencer James, Reimbursement-$45.00; SPN and Associates, 2021-45 P.E. #59-$20,685.73; Standard Insurance, Life Insurance-$2,852.62; Staples, Supplies-$1,295.95; Stephanie Ellwein, Reimbursement-$45.00; Stern, Supplies-$2,200.41; Steve Anderson, Reimbursement-$45.00; Ronald Randall, Water Refund-$230.47; First Dakota National Bank, Bond-$12,965.67; Streicher's – Minneapolis, Supplies-$11.99; Sturdevants Auto Value Mitchell, Supplies-$4,792.89; Sun Gold Sports, Supplies-$540.00; Terry Cunningham, Christmas at the Palace-$300.00; Terry Johnson, Reimbursement-$45.00; Tessiers Mechanical Contracting, Maintenance-$525.63; Thomas Gulledge, Reimbursement-$45.00; Thomas Holleman, Reimbursement-$45.00; Thomas Schuman, Reimbursement-$45.00; Thune True Value & Appliance, Supplies-$85.74; Tiffany Boehmer, Reimbursement-$45.00; Total Response, Software Renewal-$10,017.55; Transource, Supplies-$2,032.84; Two Way Solutions, Equipment-$52,047.07; Tyler Technologies, Software Renewal-$54,559.39; Tyler Vetch, Reimbursement-$45.00; Tylor Peterson, Reimbursement-$45.00; United Rotary Brush, Supplies-$2,049.68; Verizon Wireless, Utilities-$340.19; Vern Eide Ford, Repairs-$331.20; Vestis, Mat Cleaning-$385.15; Wageworks, Administration-$165.00; Wanda Graves, Reimbursement-$45.00; Zach Dalrymple, Reimbursement-$247.90; Zello, Supplies-$1,632.00; South Dakota Department of Revenue, Sales Tax-$14,238.38

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

PUBLIC COMMENT:

Elizabeth Luczak of Mitchell Main Street & Beyond reminded everyone that January is Burger Showdown month, there are nine restaurants participating.

Mitchell resident, Tom Fergen, addressed the council regarding the lake study being done by Houston Engineering.

Library Director, Kevin Kenkel, stated circulation increased by 14% from 2024 to 2025 at the library.

BOARD OF ADJUSTMENT:

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

Moved by Smith, seconded by Goldammer, to set date for January 20, 2026 on the application of Bart & Nikki Fredericksen for a front yard (lake side) variance of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35' located at 129 South Harmon Drive, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Goldammer, seconded by Bathke, 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 RL-19079 Retail (on-sale) Liquor License from Anisa Deinert dba Jades, 107 North Main Street to VFW Post #2750, 215 North Main Street (Basement). Notice of hearing has been given and affidavit of publication is on file. Moved by Sabers, seconded by Goldammer, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Barington, to approve the official depositories for 2026. Smith abstained. Motion carried.

Moved by Smith, seconded by Barington, to approve Agreement #A2026-01, Mitchell Fire Station with designArc Group, LLC in the amount of $161,900.00. Motion carried.

Moved by Bathke, seconded by Barington, to approve Agreement #A2026-02, Mitchell Ice Arena Roof Replacement with designArc Group, LLC in the amount of $54,000.00. Motion carried.

Moved by Sabers, seconded by Goldammer, to approve Agreement #A2026-03, Design and Bidding for 12th & Rowley Lift Station Engineering with SPN & Associates Project #2026-14 in an amount not to exceed $95,000.00. Motion carried.

Moved by Goldammer, seconded by Barington, to approve Agreement #A2026-04, An Agreement Between the City of Mitchell and IAFF Mitchell Firefighters Association Local 4166, Amending the 2026-2028 Collective Bargaining Agreement. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by Barington, to approve Resolution #R2026-01, Dissolving Tax Increment District #9, as follows:

RESOLUTION #R2026-01
Resolution Dissolving Tax Increment District #9

PREAMBLE:

WHEREAS, Tax Increment District #9, hereinafter referred to as TID #9, was established on or about May 21, 2007; and

WHEREAS, the positive tax increments during the term of this TID have been deposited in a special fund denominated "Tax Increment District Number Nine", for the payment of the incurred authorized debt and expenses of the TID; and

WHEREAS, all debts and expenses of TID #9 have been paid in full, and pursuant to SDCL 11-9-46, the TID shall terminate and the District will be dissolved when the payment of all projected costs and all tax incremental bonds and notes have been paid;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MITCHELL:

That Tax Increment District #9 be, and it is hereby, dissolved, inasmuch as the payment of all projected costs and all tax incremental bonds and notes have been paid in full.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Smith, to approve Resolution #R2026-02, A Resolution Amending the 2026 Compensation Plan for the City of Mitchell, as follows:

RESOLUTION #R2026-02
A RESOLUTION AMMENDING THE 2026 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE AMENDED FOR FY2026 as follows:

APPOINTED/ HIRED FULL TIME POSITIONS

Dept	Job Title	Wage Grade	FLSA Status
PW	Utility Operator I (Water / Wastewater) (8 FTE)[2]	13 [2]	N
LIB	Library Specialist (1 FTE)	12	N
LIB	Circulation Assistant (~~2~~ 1 FTE)	10	N
~~PW~~	~~Non Certified Utility Operator[3]~~	~~10[3]~~	~~N~~

[2] Employees in this category must obtain certification within 18 months of hire as a condition of employment. Utility Operator I move to grade 14 with possession of Class II license, grade 15 with possession of Class III license.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Sabers, to approve Resolution #R2026-03, Approval of Agreement #A2026-06 with South Dakota Department of Transportation and Authorize Mayor to Sign, as follows:

RESOLUTION #R2026-03

A RESOLUTION APPROVING THE DESIGNATION OF THE MAYOR AS THE CITY'S ATHORIZED REPRESENTATIVE TO EXECUTE AGREEMENT #2026-6

WHEREAS the South Dakota Department of Transportation will construct a bike path along South Dakota Highway 37 on the west side of Mitchell with project identification NH 0037(166)73, PCN 06WT further described as SD37, SD37N-Through Mitchell Curb Ramps, Sidewalk, Signal; and

WHEREAS the South Dakota Department of Transportation will purchase the highway right of way and temporary easements in the name of the City for portions of the project that impact the local roadway system; and

WHEREAS the South Dakota Department of Transportation will purchase at their sole cost and expense, negotiate to acquire a parcel in the name of the City of Mitchell legal described as:

Parcel 1X - Lot A in Block 3 of Mitchell Christian Addition to the City of Mitchell, Davison County, South Dakota

Parcel 1 - Lot H1 in Block 3 in Mitchell Christian Addition to Mitchell, except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell.

Parcel 1A - Permanent Easements for Drainage In Block 3 in Mitchell Christian Addition to Mitchell, except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the Mayor is hereby authorized to execute the Agreement and execute any documentation necessary to carry out the purposes therein.

Motion carried and resolution declared duly adopted.

Moved by Smith, seconded by Goldammer, to approve Resolution #R2026-04, Vacation of Public Right-of-Way, South Hunter Street lying between East 1st Ave and East Hanson Ave, as follows:

RESOLUTION #R2026-04

WHEREAS, The petitions and consent in writing of City of Mitchell, owner of Lots One through Twelve (1-12), Block One (1), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots One through Five (1-5), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots Eight through Twelve (8-12), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate street right-of way described as set forth below pursuant to the statues in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitioners respectfully show and represent the following:

That portion of South Hunter Street lying between East 1st Ave and East Hanson Ave located within Driving Park Addition, City of Mitchell, Davison County, South Dakota.

WHEREAS, true copies of which are attached to the Petition on file with the City Finance Officer.

WHEREAS, the petition was presented to the City Council of Mitchell, South Dakota, in a regular meeting assembled on the 5th day of January, 2026.

WHEREAS, this council did thereupon consider said petition and did find that said Petition and Consent in writing requesting and consenting to the vacation of said street was signed by all the owners of property abutting the alley sought to be vacated; and,

WHEREAS, this Council did, by proper motion, made, seconded and carried in regular meeting assembled on the 5th day of January, 2026 deem it proper that the matter be proceeded with and did order that the said Petition be filed with the City Finance Officer and did order said Finance Officer to give notice of a hearing thereon, by publication, as required by law, that said Petition had been filed and that the same would be heard and considered by the Governing Body of the City on the 5th day of January, 2026 at 6:00 PM. In the Chambers of the City Council of the City of Mitchell Davison County South Dakota;

WHEREAS, said Council did meet to consider and hear said Petition on the 5th day of January, 2026 at the time and place specified in said Notice, and that the said Petition was duly heard and considered by this Council, the Petitioners and consideration of those objecting were heard by Council were presented in regards to said Petition, writing or otherwise; and,

WHEREAS, this Council having duly heard and considered said Petition finds:

1. That due notice of the hearing of said Petition was given by the City Finance Officer by publication of a Notice thereof in the form prescribed by law in the *Mitchell Republic*, a newspaper, printed and published in the City of Mitchell, South Dakota, for two (2) successive weeks, to-wit: December 20 and 24, 2025.

2. That the Petitioners are the sole owners of all of the property abutting the street right-of-way requested to be vacated and have requested that the said alley right-of-way be

vacated. Said owners having consented in writing to the vacation of the said street and which consent is made part of the said Petition.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 5th day of January, 2026 that street identified as that portion of South Hunter Street lying between East 1st Ave and East Hanson Ave located within Driving Park Addition, City of Mitchell, Davison County, South Dakota hereby vacated.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Smith, seconded by Bathke, to place Ordinance #O2026-01, Modifying Redevelopment Neighborhood Boundaries for Discretionary Formula Purposes on first reading. Motion carried.

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 7:44 p.m. and the City Council to reconvene in regular session at 7:45 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 _____.

Planning Commission 12-8-25
City Council Chambers, City Hall, 612 N. Main Street
December 8, 2025

1. Call to Order

Chairperson Genzlinger called the December 8, 2025 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

Quorum is met, simple majority vote required for all items.
Present: Bathke, Genzlinger, Helleloid, Osterloo, Schmitz, Schreurs, Sonne.
Absent: Gunkel
Staff Present: Boehmer, Dammann, Ellwein, Hegg, Jenniges, J Johnson.

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

Motion by Osterloo, seconded by Schmitz to approve the proposed agenda. All present voting aye; motion carried.

5. Approval of Previous Minutes: November 24, 2025

Motion by Schmitz, seconded by Sonne to approve the proposed minutes of the November 24, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: January 12, 2026

Motion by Osterloo, seconded by Schreurs to set the date for the next Planning Commission Meeting for January 12, 2026. All present voting aye; motion carried.

7. Plan Approval: Commerce Marketing Group II LLC

Jenniges gave an overview of the area using GIS. This plan goes along with TIF #44 that was recently approved. This is located in the 1600 block of Commerce Street and will be the location of the new Chef Louis. Jenniges went over the plans that were presented in the packet, including site layout, parking, landscape and 3D renderings. The applicant will still have to follow standard building permit procedures and approvals. The applicant was present to answer questions.

Motion by Schmitz, seconded by Schreurs to approve the plan. All present voting aye; motion

carried.

8. Plat: Maui Farms Inc

Plat of Lot 53 of Maui Farms Second Addition, a subdivision of the SE 1/4 of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. The applicant was present to answer questions.

Motion by Osterloo, seconded by Schmitz to approve the plat. All present voting aye; motion carried.

9. Plat: CJM Consulting Inc

Plat of Lot 5, Block 3 of Westwood First Addition, a subdivision of the SW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. The plat has drainage easements around the outskirts of the boundary. The applicant was present to answer questions.

Motion by Schmitz, seconded by Schreurs to approve the plat. All present voting aye; motion carried.

10. Plat: Lyle & Jennifer Haring Trust

Plat of Lot 1 of Haring Addition in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4, all in Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. He noted the applicants had recently rezoned a portion of their land so they could vacate and combine their three parcels into one for taxing purposes. The applicant was not present to answer questions.

Motion by Sonne, seconded by Schmitz to approve the plat. All present voting aye; motion carried.

11. Plat: Dream Makers LLC & RW LLC

Plat of Lots BC and D, Block 5, Sunnyside Addition to the City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. Jenniges showed a revised plat including a 20' wide ingress/egress easement instead of the original 10' and also a correction for the legal in the Owner's Certificate signature block. RW LLC is combing and vacating their two existing lots into one lot with this plat. The city will acquire Lot D, which is the drainage pond. The applicants were not present to answer questions.

Genzlinger questioned drainage requirements for the two lots to the west of the drainage pond. Jenniges said they will still be required to meet the City of Mitchell's drainage code for any future development

Motion by Sonne, seconded by Schmitz to approve the plat as amended. All present voting aye; motion carried.

12. Plat: Mitchell Christian Education Association

Plat of Lot A in Block 3 of Mitchell Christian Addition to the City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. He went over changes to the proposed plat which include changing the legal description throughout the plat and updating the Owner's Certificate signature block. Jenniges said SD DOT has been working with the school to obtain this property for the purpose of building a shared use path next to the bypass. The proposed path cannot be adjacent to the bypass in this location because of the wetland, so the path will go around the wetland to the east and also connect to the existing sidewalk on 16th Ave. The City of Mitchell will get this land once the project is completed. The applicant was not present to answer questions.

Motion by Schmitz, seconded by Osterloo to approve the plat as amended. All present voting aye; motion carried.

13. Review of South Dakota Open Meeting Materials

City Attorney Justin Johnson reviewed the South Dakota Attorney General's information on open meeting laws as required by state statue to be reviewed annually.

14. Other Business:

None.

15. Public Input:

None.

16. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:20 P.M.

Kevin Genzlinger
Planning Commission Chairperson

Planning Commission 1-12-26
City Council Chambers, City Hall, 612 N. Main Street
January 12, 2026

1. Call to Order

Chairperson Genzlinger called the January 12, 2026 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

Quorum is met, simple majority vote required for all items.
Present: Bathke, Genzlinger, Gunkel, Helleloid, Osterloo, Schmitz, Schreurs.
Absent: Sonne
Staff Present: Dammann, Ellwein, Mayor Hanson, Hegg, Jenniges, J Johnson, Schroeder.

3. Declaration Of Conflicts Of Interests

Genzlinger item #10.

4. Approve Agenda

Motion by Schimtz, seconded by Osterloo to approve the proposed agenda. All present voting aye; motion carried.

5. Approval of Previous Minutes: December 8, 2025

Motion by Osterloo, seconded by Schreurs to approve the proposed minutes of the December 8, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: January 26, 2026

Motion by Schmitz, seconded by Schreurs to set the date for the next Planning Commission Meeting for January 26, 2026. All present voting aye; motion carried.

7. Recommendation on Street Vacation

GHB LLC, Greg & Cindy Sheesley and Duff Dens LLC have petitioned to vacate the portion Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property.

Jenniges gave an overview of the property using GIS. He stated that the petitioned alley is a dead end because it butted into where the railroad used to be located. An applicant was present to answer any questions.

Heidi Bailey stated she would like to see the alley vacated for safety reasons. They haul 24' long bars of steel and there is a blind corner while doing so. There have been a few close calls in the past.

Genzlinger questioned if the city had any plans for this alley in the future or any utilities within it. Jenniges answered there are no plans and no city utilities located within the alley.

Motion by Schreurs, seconded by Schmitz to recommend approval of the vacation. All present voting aye; motion carried.

8. Rezone Hearing & Recommendation: River Tree Church, 524 N Edmunds & Portions of 600 Block of N Edmunds

River Tree Church has requested the following properties legally described as; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were two responses in favor that made the packet and one in favor that did not make the packet. The applicant was not present to answer questions.

Jenniges gave an overview of the property using GIS. He said the applicant has a purchase agreement on 524 N Edmunds contingent on the rezone being approved. They would like to rezone the property to create more parking lot. While looking at the zoning the applicant decided to clean up the zoning for the parcels where the church and parking lot is currently located.

Osterloo questioned if anything was happening at 612 N Edmunds, to which Jenniges replied there was nothing. The alley behind it is not being vacated; the legal description published is for the portion of the vacated alley with the land to the south of that residence which had previously been vacated. Nothing will change to his property.

Genzlinger asked if this would set a precedent for expanding Neighborhood Shopping past the one half block off of Sanborn Street. Jenniges pulled up the zoning map showing Whitteir Lofts a few blocks to the south had been expanded at some point in time past the half block.

Motion by Osterloo, seconded by Schmitz to recommend approval of the rezone. All present voting aye; motion carried.

9. Rezone Hearing & Recommendation: Railroad Pines LLC, land abutting 2212 E 1st Ave

Railroad Pines LLC has requested the following property legally described as; Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition, all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were three responses in favor that made the packet and three in favor that did not make the packet. The applicant was not present to answer questions.

Jenniges gave an overview of the property using GIS. He stated the applicants purchased the land a few years ago and platted off the house. They also own the abutting land to the north and their intention is to combine the two parcels with one plat for taxing purposes, but in order to do that they need to be the same zoning. It was also mentioned that the land to the north, east and south is already zoned Urban Development. Urban Development is more restrictive when it comes to businesses and dwelling lot sizes than the R4 district.

Motion by Schmitz, seconded by Osterloo to recommend approval of the rezone. All present voting aye; motion carried.

10. Variance Permit: Bart & Nikki Fredericksen

Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were three responses in favor. The applicant was not present to answer questions.

Jenniges gave an overview of the property using GIS. He stated the building permit in 2019 and said the addition met setbacks when it did not. They would have an issue selling the house because no variance was approved at that time. The would currently like to put an addition on that would be more setback than the 2019 variance that should have been requested.

Motion by Schreurs, seconded by Osterloo to recommend approval of the variance. All present voting aye with Genzlinger abstaining; motion carried.

11. Other Business:

None.

12. Public Input:

None.

13. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:15 P.M.

Kevin Genzlinger
Planning Commission Chairperson

CITY OF MITCHELL
1ST and 2ND PENNY SALES TAX

QUARTERLY COLLECTION HISTORY

Reported figures reflect actual collections for each one cent of sales tax (double the total collected).

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2011	**4,916,440.28**	3.66%	998,091.40	1,176,128.73	1,307,903.85	1,434,316.30
2012	**5,368,608.63**	9.20%	1,143,164.57	1,218,120.94	1,418,090.62	1,589,232.50
2013	**5,213,186.08**	-2.89%	1,136,426.56	1,191,087.68	1,399,370.45	1,486,301.39
			-0.59%	2,327,514.24. -1.43%	3,726,884.69. -1.41%	5,213,186.08 -2.89%
2014	**5,408,745.24**	3.75%	1,132,139.50	1,177,315.69	1,503,870.05	1,595,420.00
			-0.37%	2,309,455.19. -0.78%	3,813,325.24 2.32%	5,408,745.24 3.75%
2015	**5,560,346.84**	2.80%	1,246,307.22	1,111,031.77	1,542,948.86	1,660,058.99
			10.08%	2,357,338.99 2.07%	3,900,287.85 2.28%	5,560,346.84 2.80%
2016	**5,471,800.14**	-1.59%	1,121,498.95	1,189,015.16	1,640,952.14	1,520,333.89
			-10.01%	2,310,514.11 -1.99%	3,951,466.25 1.31%	5,471,800.14 -1.59%
2017	**5,472,944.38**	0.02%	1,168,606.89	1,172,899.95	1,719,455.47	1,411,982.07
			4.20%	2,341,506.84 1.34%	4,060,962.31 2.77%	5,472,944.38 0.02%
2018	**5,724,840.89**	4.60%	1,336,167.88	1,130,017.30	1,793,804.79	1,464,850.92
			14.34%	2,466,185.18 5.32%	4,259,989.97 4.90%	5,724,840.89 4.60%
2019	**5,645,323.19**	-1.39%	1,295,844.66	1,108,413.91	1,729,191.09	1,511,873.53
			-3.02%	2,404,258.57 -2.51%	4,133,449.66 -2.97%	5,645,323.19 -1.39%
2020	**5,615,768.74**	-0.52%	1,282,714.51	1,054,141.12	1,780,199.71	1,498,713.40
			-1.01%	2,336,855.63 -2.80%	4,117,055.34 -.40%	5,615,768.74 -.52%
2021	**6,187,725.34**	10.18%	1,264,770.83	1,255,519.24	2,026,764.68	1,640,670.59
			-1.40%	2,520,290.07 7.85%	4,547,054.75 10.44%	6,187,725.34 10.18%
2022	**6,775,812.09**	9.50%	1,484,890.62	1,621,947.17	1,847,020.72	1,821,953.58
			17.40%	3,106,837.79 23.27%	4,953,858.51 8.95%	6,775,812.09 9.50%
2023	**7,250,061.70**	7.00%	1,593,252.54	1,709,516.39	1,994,129.14	1,953,163.63
			7.30%	3,302,768.93 6.31%	5,296,898.07 6.92%	7,250,061.70 7.00%
2024	**7,658,645.68**	5.64%	1,755,977.81	1,525,978.27	2,292,687.17	2,084,002.43
			10.21%	3,281,956.08 -0.63%	5,574,643.25 5.24%	7,658,645.68 5.64%
2025	**7,873,213.77**	2.80%	1,836,550.27	1,390,644.32	2,420,224.18	2,225,795.00
			4.59%	3,227,194.59 -1.67%	5,647,418.77 1.31%	7,873,213.77 2.80%

CITY OF MITCHELL																
1ST & 2ND PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	**TOTAL ACTUAL**	**ACTUAL %**													
YEAR	**AMOUNT:**	**COLLECTIONS:**	**INCREASE:**	**JAN**	**FEB**	**MARCH**	**APRIL**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**DEC**	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	
2024	6,526,817	7,658,645.68	5.64	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,526.51	801,243.12	615,917.54	672,847.10	735,394.79	675,760.54	Monthly
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,994,684.11	3,281,956.08	4,157,482.59	4,958,725.71	5,574,643.25	6,247,490.35	6,982,885.14	7,658,645.68	YTD
						1,836,550.27			1,390,644.32			2,420,224.18			2,225,795.00	Quarter
2025	6,716,495	7,873,213.77	2.80	649,870.29	634,870.82	551,809.16	607,818.80	629,146.18	153,679.34	1,024,211.81	912,502.62	483,509.75	860,935.28	477,781.53	887,078.19	Monthly
				649,870.29	1,284,741.11	1,836,550.27	2,444,369.07	3,073,515.25	3,227,194.59	4,251,406.40	5,163,909.02	5,647,418.77	6,508,354.05	6,986,135.58	7,873,213.77	YTD
				24.17%	**7.51%**	**4.59%**	**7.31%**	**2.63%**	**-1.67%**	**2.26%**	**4.14%**	**1.31%**	**4.18%**	**0.05%**	**2.80%**	YTD %
+	Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of $179,411.96 ($89,705.98 per penny).															

CITY OF MITCHELL
ENTERTAINMENT TAX

QUARTERLY COLLECTION HISTORY

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2011	**656,532.15**	-1.21%	118,695.00	136,300.85	208,391.15	193,145.15
2012	**697,676.11**	6.27%	125,969.05	147,874.96	203,448.99	220,383.11
2013	**691,101.94**	-0.94%	131,955.75	144,977.31	221,211.54	192,957.34
			4.53%	276,933.06 1.13%	498,144.60 4.37%	691,101.94 -0.94%
2014	**725,646.21**	5.00%	135,546.54	142,149.17	225,519.46	222,431.04
			2.72%	277,695.71 0.28%	503,215.17 1.02%	725,646.21 5.00%
2015	**770,673.56**	6.21%	154,511.20	146,311.07	253,959.91	215,891.12
			13.99%	300,822.27 8.33%	554,782.44 10.25%	770,673.56 6.21%
2016	**793,240.17**	2.93%	145,551.59	157,655.63	250,026.46	240,006.49
			-5.80%	303,207.22 .79%	553,233.68 -.28%	793,240.17 2.93%
2017	**790,107.66**	-0.39%	147,688.45	169,649.01	269,219.66	203,550.54
			1.47%	317,337.46 4.66%	586,557.12 6.02%	790,107.66 -.39%
2018	**789,559.57**	-0.07%	164,059.02	143,388.32	278,327.96	203,784.27
			11.08%	307,447.34 -3.12%	585,775.30 -.13%	789,559.57 -.07%
2019	**833,576.12**	5.57%	174,314.16	155,419.75	280,794.78	223,047.43
			6.25%	329,733.91 7.25%	610,528.69 4.23%	833,576.12 5.57%
2020	**755,428.66**	-9.37%	172,442.09	124,320.72	245,967.43	212,698.42
			-1.07%	296,762.81 -10.00%	542,730.24 -11.10%	755,428.66 -9.37%
2021	**929,153.77**	23.00%	158,059.05	179,764.88	345,504.57	245,825.27
			-8.34%	337,823.93 13.84%	683,328.50 25.91%	929,153.77 23.00%
2022	**974,002.42**	4.83%	184,256.30	233,236.54	300,335.19	256,174.39
			16.57%	417,492.84 23.58%	717,828.03 5.05%	974,002.42 4.83%
2023	**974,198.96**	0.02%	199,200.39	210,464.62	305,683.90	258,850.05
			8.11%	409,665.01 -1.87%	715,348.91 -.35%	974,198.96 .02%
2024	**1,034,854.90**	6.23%	207,640.71	194,906.04	337,926.29	294,381.86
			4.24%	402,546.75 -1.74%	740,473.04 3.51%	1,034,854.90 6.23%
2025	**1,128,617.82**	9.06%	238,539.31	200,542.96	379,313.66	310,221.89
			14.88%	439,082.27 9.08%	818,395.93 10.52%	1,128,617.82 9.06%

CITY OF MITCHELL																
3RD PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	TOTAL ACTUAL	ACTUAL %													
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78	
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67	
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28	
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57	
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49	
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09	
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35	
2024	929,195	1,034,854.90	6.23	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09	118,739.00	99,474.20	100,572.32	108,687.09	85,122.45	Monthly
				61,771.89	144,779.20	207,640.71	264,128.91	356,211.06	402,546.75	522,259.84	640,998.84	740,473.04	841,045.36	949,732.45	1,034,854.90	YTD
						238,539.31			200,542.96			379,313.66			310,221.89	Quarter
2025	975,000	1,128,617.82	9.06	75,709.81	88,295.13	74,534.37	81,432.06	81,373.64	37,737.26	151,556.43	124,195.99	103,561.24	115,350.10	72,761.05	122,110.74	Monthly
				75,709.81	164,004.94	238,539.31	319,971.37	401,345.01	439,082.27	590,638.70	714,834.69	818,395.93	933,746.03	1,006,507.08	1,128,617.82	YTD
				22.56%	**13.28%**	**14.88%**	**21.14%**	**12.67%**	**9.08%**	**13.09%**	**11.52%**	**10.52%**	**11.02%**	**5.98%**	**9.06%**	YTD %

CASH BALANCES REPORT
AS OF: DECEMBER 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
GENERAL					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	20,134,569.67	37,313,322.44	(41,315,469.78)	16,132,422.33	(4,002,147.34)
101-1044 INVESTMENT-FIT	408,022.83	14,868.65	0.00	422,891.48	14,868.65
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	4,684,100.00	0.00	(4,684,100.00)	0.00	(4,684,100.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	38,874.49	0.00	(7,547.11)	31,327.38	(7,547.11)
101-10467ASSIGNED CASH-CAPITAL PROJECTS	0.00	5,750,000.00	0.00	5,750,000.00	5,750,000.00
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	750,000.00	0.00	0.00	750,000.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	0.00	0.00	0.00	0.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	53,581.71	1,176,653.84	(1,162,501.90)	67,733.65	14,151.94
TOTAL 101-GENERAL	26,671,649.91	44,254,844.93	(47,169,618.79)	23,756,876.05	(2,914,773.86)
PARK FUND					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	860,868.93	5,582,522.34	(5,161,176.60)	1,282,214.67	421,345.74
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	99,907.07	0.00	(99,907.07)	0.00	(99,907.07)
201-1049 DESIGNATED-DISC GOLF	0.00	970.00	0.00	970.00	970.00
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	973,109.09	5,583,492.34	(5,261,083.67)	1,295,517.76	322,408.67
CORN PALACE FUND					
202-102 ATM CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-1021 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-104 CASH IN INT BEARING ACCTS	0.00	5,355.90	(5,355.90)	0.00	0.00
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	0.00	0.00	0.00	0.00
TOTAL 202-CORN PALACE FUND	0.00	5,355.90	(5,355.90)	0.00	0.00

CASH BALANCES REPORT
AS OF: DECEMBER 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
LAKE MITCHELL					
203-104 CASH IN INT BEARING ACCTS	4,031,927.21	6,385,903.10	(3,319,566.49)	7,098,263.82	3,066,336.61
TOTAL 203-LAKE MITCHELL	4,031,927.21	6,385,903.10	(3,319,566.49)	7,098,263.82	3,066,336.61
BUSINESS IMPROV DIST #4					
209-104 CASH IN INT BEARING ACCTS	268,612.50	325,202.00	(185,445.00)	408,369.50	139,757.00
TOTAL 209-BUSINESS IMPROV DIST #4	268,612.50	325,202.00	(185,445.00)	408,369.50	139,757.00
ENTERTAINMENT TAX					
211-104 CASH IN INT BEARING ACCTS	1,058,380.01	1,147,814.30	(1,480,772.06)	725,422.25	(332,957.76)
211-1041 ASSIGNED CASH-STREETSCAPE	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-1043 ASSIGNED CASH-CP CAP IMP FACIL	0.00	600,000.00	0.00	600,000.00	600,000.00
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	1,168,947.95	1,747,814.30	(1,480,772.06)	1,435,990.19	267,042.24
BUSINESS IMPROV DIST #3					
213-104 CASH IN INT BEARING ACCTS	88,486.90	223,292.48	(247,496.66)	64,282.72	(24,204.18)
TOTAL 213-BUSINESS IMPROV DIST #3	88,486.90	223,292.48	(247,496.66)	64,282.72	(24,204.18)
E-911 EMERGENCY					
214-104 CASH IN INT BEARING ACCTS	1,016,807.58	1,075,980.38	(881,839.99)	1,210,947.97	194,140.39
TOTAL 214-E-911 EMERGENCY	1,016,807.58	1,075,980.38	(881,839.99)	1,210,947.97	194,140.39
SPECIAL ASSESS REVOLVING					
216-104 CASH IN INT BEARING ACCTS	176,915.99	0.00	0.00	176,915.99	0.00
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
COMMUNITY SERVICES					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	119,498.91	1,473,698.16	(1,395,288.68)	197,908.39	78,409.48
218-1045 DESIGNATED CASH-IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
TOTAL 218-COMMUNITY SERVICES	119,498.91	1,473,698.16	(1,395,288.68)	197,908.39	78,409.48
NUTRITION					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	278,444.89	309,476.27	(376,948.36)	210,972.80	(67,472.09)
TOTAL 219-NUTRITION	278,469.89	309,476.27	(376,948.36)	210,997.80	(67,472.09)
LIBRARY FINES FUND					
226-104 CASH IN INT BEARING ACCTS	107,012.15	31,214.44	(47,863.42)	90,363.17	(16,648.98)
TOTAL 226-LIBRARY FINES FUND	107,012.15	31,214.44	(47,863.42)	90,363.17	(16,648.98)

CASH BALANCES REPORT
AS OF: DECEMBER 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AIRPORT					
230-104 CASH IN INT BEARING ACCTS	116,320.93	616,862.12	(599,958.64)	133,224.41	16,903.48
TOTAL 230-AIRPORT	116,320.93	616,862.12	(599,958.64)	133,224.41	16,903.48
DEBT SER-TID #7 WSTWD ADD					
303-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
DEBT SER-TID #8 CONF CTR					
304-104 CASH IN INT BEARING ACCTS	75,533.49	233,004.21	(107,500.00)	201,037.70	125,504.21
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	75,533.49	233,004.21	(107,500.00)	201,037.70	125,504.21
DEBT SERV-TID #9 VANTAGE					
305-104 CASH IN INT BEARING ACCTS	0.00	114,560.77	(114,560.77)	0.00	0.00
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	114,560.77	(114,560.77)	0.00	0.00
TID #14 - PEPSI WIS-PAK					
308-104 CASH IN INT BEARING ACCTS	0.00	63,879.68	(63,879.68)	0.00	0.00
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	63,879.68	(63,879.68)	0.00	0.00
TID #16 - INNOVATIVE SYS					
310-104 CASH IN INT BEARING ACCTS	0.00	95,925.84	(95,925.84)	0.00	0.00
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	95,925.84	(95,925.84)	0.00	0.00
TID #19 - ANTACH/MHA					
313-104 CASH IN INT BEARING ACCTS	12,584.43	25,931.33	(25,550.09)	12,965.67	381.24
TOTAL 313-TID #19 ANTACH/MHA	12,584.43	25,931.33	(25,550.09)	12,965.67	381.24
TID #20 - MORRIS					
314-104 CASH IN INT BEARING ACCTS	0.00	22,508.42	(22,508.42)	0.00	0.00
TOTAL 314-TID #20-MORRIS	0.00	22,508.42	(22,508.42)	0.00	0.00
TID #21 - HOHN ENTERPR.					
315-104 CASH IN INT BEARING ACCTS	0.00	17,157.22	(17,157.22)	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	17,157.22	(17,157.22)	0.00	0.00
TID #24 - PERFORMANCE PET					
318-104 CASH IN INT BEARING ACCTS	0.00	192,620.97	(192,620.97)	0.00	0.00
TOTAL 318-TID #24-PERFORMANCE PET	0.00	192,620.97	(192,620.97)	0.00	0.00
TID #26 - WESTERN BLDG					
319-104 CASH IN INT BEARING ACCTS	0.00	9,712.89	(9,712.89)	0.00	0.00
TOTAL 319-TID #26-WESTERN BUILDING	0.00	9,712.89	(9,712.89)	0.00	0.00

CASH BALANCES REPORT
AS OF: DECEMBER 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
TID #27 - FIALA HOUSING					
320-104 CASH IN INT BEARING ACCTS	1,049.76	35,868.66	(28,351.09)	8,567.33	7,517.57
TOTAL 320-TID#27-FIALA HOUSING	1,049.76	35,868.66	(28,351.09)	8,567.33	7,517.57
TID #28 - FLATS ON HAVENS					
321-104 CASH IN INT BEARING ACCTS	0.00	8,536.84	(8,536.84)	0.00	0.00
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	8,536.84	(8,536.84)	0.00	0.00
TID #29 - WOOLWORTH					
322-104 CASH IN INT BEARING ACCTS	0.00	3,452.23	(3,452.23)	0.00	0.00
TOTAL 322-TID #29-WOOLWORTH	0.00	3,452.23	(3,452.23)	0.00	0.00
TID #30 - SHARPSTONE					
323-104 CASH IN INT BEARING ACCTS	101.37	9,651.59	0.00	9,752.96	9,651.59
TOTAL 323-TID #30-SHARPSTONE	101.37	9,651.59	0.00	9,752.96	9,651.59
TID #31 - 15TH STREET					
324-104 CASH IN INT BEARING ACCTS	0.00	8,292.17	(8,292.17)	0.00	0.00
TOTAL 324-TID #31-15TH STREET	0.00	8,292.17	(8,292.17)	0.00	0.00
INDOOR SWIMMING POOL					
350-104 CASH IN INT BEARING ACCTS	633,610.17	46,500.00	(261,945.94)	418,164.23	(215,445.94)
TOTAL 350-INDOOR SWIMMING POOL	633,610.17	46,500.00	(261,945.94)	418,164.23	(215,445.94)
WATER					
602-104 CASH IN INT BEARING ACCTS	9,056,450.00	11,045,623.84	(7,765,270.07)	12,336,803.77	3,280,353.77
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	9,056,450.00	11,045,623.84	(7,765,270.07)	12,336,803.77	3,280,353.77
SEWER					
604-104 CASH IN INT BEARING ACCTS	4,052,234.07	24,183,563.87	(25,812,653.96)	2,423,143.98	(1,629,090.09)
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	4,052,234.07	24,183,563.87	(25,812,653.96)	2,423,143.98	(1,629,090.09)
AIRPORT					
606-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 606-AIRPORT	0.00	0.00	0.00	0.00	0.00
SANITATION					
612-102 CASH CHANGE	300.00	200.00	0.00	500.00	200.00
612-104 CASH IN INT BEARING ACCTS	3,372,869.97	3,861,699.76	(4,883,338.05)	2,351,231.68	(1,021,638.29)
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	678,720.19	39,470.85	0.00	718,191.04	39,470.85
612-1047 INVESTMENT FOR MRLF CL/POST-C	978,219.87	96,925.20	(3,448.13)	1,071,696.94	93,477.07
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00
TOTAL 612-SANITATION	5,058,050.03	3,998,295.81	(4,886,786.18)	4,169,559.66	(888,490.37)

CASH BALANCES REPORT
AS OF: DECEMBER 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
CORN PALACE					
613-102 ATM CASH CHANGE	10,000.00	0.00	0.00	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	0.00	0.00	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	314,338.73	2,274,517.63	(2,582,319.73)	6,536.63	(307,802.10)
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	6,906.32	0.00	(6,906.32)	0.00	(6,906.32)
TOTAL 613-CORN PALACE	337,865.05	2,274,517.63	(2,589,226.05)	23,156.63	(314,708.42)
GOLF COURSE					
614-104 CASH IN INT BEARING ACCTS	414,652.02	1,131,231.23	(1,292,076.33)	253,806.92	(160,845.10)
614-1045 DESIGNATED-CART REPLACEMENT	0.00	50,000.00	0.00	50,000.00	50,000.00
614-1046 DESIGNATED-PHASE III	0.00	250,000.00	0.00	250,000.00	250,000.00
TOTAL 614-GOLF COURSE	414,652.02	1,431,231.23	(1,292,076.33)	553,806.92	139,154.90
CAMPGROUND					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	218,359.09	147,539.26	(149,772.62)	216,125.73	(2,233.36)
TOTAL 619-CAMPGROUND	218,459.09	147,539.26	(149,772.62)	216,225.73	(2,233.36)
EMERGENCY MEDICAL SERVICE					
621-104 CASH IN INT BEARING ACCTS	591,209.08	1,830,379.42	(1,833,857.44)	587,731.06	(3,478.02)
621-1045 ASSIGNED CASH-AMBULANCE REPL	0.00	0.00	0.00	0.00	0.00
621-1046 ASSIGNED CASH-UTV	0.00	0.00	0.00	0.00	0.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	591,209.08	1,830,379.42	(1,833,857.44)	587,731.06	(3,478.02)
HEALTH INSURANCE					
652-104 CASH IN INT BEARING ACCTS	4,574,665.08	3,185,577.77	(2,875,165.32)	4,885,077.53	310,412.45
TOTAL 652-HEALTH INSURANCE	4,574,665.08	3,185,577.77	(2,875,165.32)	4,885,077.53	310,412.45
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	0.00	904,879.38	(904,879.38)	0.00	0.00
700-1041 BID DEPOSITS	55,800.00	36,200.00	(32,200.00)	59,800.00	4,000.00
700-10411CORN PALACE GAMES	22,395.57	217,766.22	(204,085.93)	36,075.86	13,680.29
700-1042 REVENUE FOR STATE	24,564.56	206,715.14	(204,038.94)	27,240.76	2,676.20
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	730.74	959.42	(1,302.29)	387.87	(342.87)
700-1050 PUBLIC SAFETY-DARE	1,365.29	0.00	0.00	1,365.29	0.00
TOTAL 700-AGENCY FUNDS	108,483.62	1,366,520.16	(1,346,506.54)	128,497.24	20,013.62
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	574,489.22	28,728.68	(400.00)	602,817.90	28,328.68
TOTAL 710-SPECIAL ASSESSMENT-710	574,489.22	28,728.68	(400.00)	602,817.90	28,328.68

CASH BALANCES REPORT
AS OF: DECEMBER 31ST, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	267,050.11	63,483.61	(22,882.00)	307,651.72	40,601.61
TOTAL 724-STREET CONSTRUCTION	267,050.11	63,483.61	(22,882.00)	307,651.72	40,601.61
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	0.00	122,425.61	(114,099.63)	8,325.98	8,325.98
TOTAL 753-FLEXIBLE SPENDING ACCT	0.00	122,425.61	(114,099.63)	8,325.98	8,325.98
GRAND TOTAL	60,994,245.60	12,598,626.13	(10,619,927.95)	62,972,943.78	1,978,698.18

*** END OF REPORT ***

Date:
To: **Mayor & City Council**
Re: **Dec. 2025 Building Permits**

	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15567	Kendra Goad	1010 S. Miller Ave.	Egress Windows	Revival Cost.	$ 7,568.00	$ 20.00	Re-roof/shingle
2	15568	Nelson Warehouse	1129/1131 E. Havens Ave.	New Business Condos	Nelson Const.	$ 345,000.00	$ 1,505.00	New Commercial
3	15569	Shelly Muth	915 Kippes Cove	Pool House	Radke Const.	$ 16,200.00	$ 123.00	Garages/Sheds
4	15570	Kyle Steidl	1033 E. 3rd. Ave.	Carport	Owner	$ 2,800.00	$ 45.00	Garages/Sheds
5	15571	Jay and Nancy Tolsma	3116 Maui Dr.	Finish Basement	Bunger Const.	$ 34,500.00	$ 216.00	Residential Additions
6	15572	Caleb Koerner	1220 S. Duff St.	Detached garage	Owner	$ 16,010.00	$ 117.00	Garages/Sheds
7	15573	Jake and Hadley Jarman	223 E. 54th St.	New Home	Jensen LLC	$ 180,950.00	$ 636.00	New Residential
8	15574	Daniel Petersen	120 W. 11th Ave.	Egress Windows	Dak. Maint.	$ 8,000.00	$ 20.00	Re-roof/shingle
9	15575	PSG Properties LLC	1156 Woods Cr.	New Home	Owner	$ 125,400.00	$ 497.00	New Residential
10	15576	MLC Spec Home	1709 S. Miller St.	New Home	MLC	$ 169,820.00	$ 608.00	New Residential
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32								
					Total	**$ 906,248.00**	**$ 3,787.00**	

Sincerely,
John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT
ACTIVITY REPORT FOR DECEMBER 2025

	DEC 2024	DEC 2025	YEAR TO DATE 2025
CALLS			
Calls for Service (6 Counties)	708	**725**	10,045
Calls for Service (City of Mitchell)	763	**784**	9,666
Case Reports Written (City Mitchell)	185	**136**	2,167
TOTAL CALLS ANSWERED	1656	**1645**	21,878
TRAFFIC STOPS PERFORMED			
Mitchell Police	448	**334**	3,813
All other counties	926	**553**	10,239
TOTAL TRAFFIC STOPS	1374	**887**	14,052
ACCIDENTS			
TOTAL ACCIDENTS REPORTED	26	**33**	284
TICKETS ISSUED	175	**131**	1,523
WARNING TICKETS ISSUED	353	**261**	3,103
PARKING TICKETS ISSUED	27	**288**	705

Dean Knippling
Chief of Police

Mitchell Fire Rescue Monthly reports for 2025

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	171	181	132	162	182	161	155	163	199	191	175	186	2058
Amb. Transfers Out of Tow	9	4	3	1	7	6	1	0	1	5	1	3	41
													2099
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	19	38	24	29	31	18	42	59	59	28	14	33	394
City fire calls	16	32	18	23	7	11	36	59	54	28	13	30	327
County fire calls	3	6	6	6	4	7	6	0	5	0	1	33	77
EMS assist calls	53	75	42	45	69	63	54	24	21	45	46	67	604
Total Responses													1402
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	0	32	7	20	39	48	63	45	122	61	29	31	497
Consultations/Plans	13	28	70	58	73	80	140	60	47	45	55	30	699
Public Education	3	3	2	5	3	1	3	1	1	18	5	0	45
Fire Investigations	0	0	1	1	2	1	10	1	1	0	2	0	19
Total Activity													1260
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	22	27	19	19	18	16	17	12	18	22	20	15	225
Dept. tours	8	3	2	7	11	4	5	6	0	4	1	1	52
Public Education	3	5	10	3	3	5	3	1	1	18	5	0	57
Total Activity													334
Total CFS/Activity													Total
													5054

City of Mitchell | Dept. of Public Safety
201 West 1st Ave | Mitchell, SD 57301
Phone: 605-995-8400 | Fax: 605-995-8486
CityOfMitchell.org

December 2025 monthly Code Enforcement report:

-As of 01/12/26 Code Enforcement is currently monitoring 12 properties in the city of Mitchell.

-5 properties had their sidewalks cleared of snow during December.

Sincerely,

Ryan Erickson | Department of Public Safety
City of Mitchell
201 W. 1st Street, Mitchell. SD 57301
605-995-8400
Ryan.Erickson@cityofmitchellsd.gov

To: Mayor & City Council

Re: Snow Removal

Date	Name	Address	Contractor	Admin Fee	Contract or Fee	Total Billed
12/2/2025	BeeKay Enterprises	523 E 2nd	AAA	$100.00		
12/2/2025	Reimnitz Apts	1200 E 3rd	AAA	$100.00		
12/2/2025	Cindy Chance	1000 W 3rd	AAA	$100.00		
12/2/2025	Nathan Larsen	220 E 6th	AAA	$100.00		
12/4/2025	Abul Shaifulla	601 S Edmunds	AAA	$100.00		
Total				**$500.00**	**$ -**	**$0.00**

Sincerely,

Ryan Erickson
Code Enforcement

MONTHLY -- B-Y WATER-GALLON AND CHEMICAL USAGE REPORT

MONTH --- December YEAR - 2025

Influent -------- 39.758-- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage ---------0 lbs. @ $1.45 per lb. = $0.00

Ammonia usage ------- 0 lbs. @ $2.17 per lb. = $0.00

Poly –phosphate------ 69.4 gall. @ $11.51 per gall. = $798.80

Total = $798.80

Cost per Unit (750 gallon) = $0.015

Cost per 1,000 gallons of water = $0.020

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 1/1/26

Coagulant – (AF-1102) ____0____Gallons

Lime __159,104__lbs. or __79.552__Ton's

Fluoride ____720____ Gallon's

Sodium Chlorite – (PHI-3125) ___80___ Gallon's

Polymer-(PHI-2386) ____0____Gallon's
(AF-84500)____0____Gallon's

Activated Carbon ___6,650___lbs. or ___3.325___Ton's

Chlorine ___382.6___lbs. or ___0.191___Ton

Poly-phosphate __249.8___Gallons

Carbon Dioxide ___0___Lbs. or ___0___Ton's

Ammonia ___250.8___ lbs. or ___0.125___Ton's

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

MONTH / YEAR—December, 2025----- Jon Vermeulen – Utilities Superintendent

Chlorine =0# or 0.0- TON'S X $1.45/LB. =$0.00

Poly Phosphate =69.4 Gallons X $11.51 Gallons =$798.80

Ammonia =0# or 0.0- TON'S X $2.17 /LB. =$0.00

TOTAL = $938.05

B-Y- Water (INFLUENT) 39.758 MG------ or 1.283 MGD--------or---------- PEAK DAY 2.315 MG

Chemical cost = 798.80 = $19.09 per MG or 0.0015 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Chlorine =0 Mg/L -- 0 lbs. / 11.75 lbs. per Gallon / Raw Water

Poly Phosphate =1.50 Mg/L-- 64.9 gal. / 10.5 lbs. per Gallon / Raw Water

Ammonia =0 Mg/L --0 lbs. / 5.15 lbs. per Gallon / Raw Water

Date	Source	Site	Chlorine PPM 0.5PPM-4.00PPM	Bacteria
12/1/2025	Fire Dept	#2	2.52	Absent
12/1/2025	Queen of Peace	#3	2.74	Absent
12/1/2025	East Cuby's Store	#4	2.72	Absent
12/1/2025	Culvers	#10	2.60	Absent
12/1/2025	Moose Lodge	#11	2.52	Absent
12/1/2025	City Park Dept	#13	2.82	Absent
12/1/2025	City Hall	#15	2.74	Absent
12/1/2025	Mitchell Middle School	#18	2.48	Absent
12/9/2025	Water Plant	#1	2.68	Absent
12/9/2025	J Mart Sinclair	#5	2.43	Absent
12/9/2025	Dakota Medical Specialis	#6	2.44	Absent
12/9/2025	Arnies	#8	2.68	Absent
12/9/2025	Wesley Acers	#9	2.23	Absent
12/9/2025	City Library	#12	2.85	Absent
12/9/2025	Brady Memorial Home	#19	2.52	Absent
Average			**2.60**	**Absent**

2025 - WATER CONSUMPTION

DATE	B-Y Rual Water Influent
12/1/2025	1.150
12/2/2025	1.722
12/3/2025	1.075
12/4/2025	1.513
12/5/2025	1.203
12/6/2025	0.995
12/7/2025	1.103
12/8/2025	1.744
12/9/2025	1.198
12/10/2025	1.434
12/11/2025	0.914
12/12/2025	2.188
12/13/2025	0.997
12/14/2025	1.031
12/15/2025	1.113
12/16/2025	1.376
12/17/2025	1.505
12/18/2025	1.079
12/19/2025	1.082
12/20/2025	2.316
12/21/2025	0.926
12/22/2025	1.043
12/23/2025	1.449
12/24/2025	1.378
12/25/2025	1.082
12/26/2025	0.972
12/27/2025	1.051
12/28/2025	1.872
12/29/2025	1.054
12/30/2025	1.098
12/31/2025	1.096
TOTALS	39.758

Utilities Superintendent-Jon Vermeulen

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
TABOR SD 57063

Phone (605) 463-2531 Toll Free (800) 286-3654
E-mail msmudder@hcinet.net or srwoods@hcinet.net

Office Hours:
Monday-Friday 8:00 A.M. to 4:30 P.M.

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

B-Y WATER
602-43330-42850

Service Address

Acct # 06771

Date Printed JAN 5 26

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
JAN 1 26	671,852,000	632,130,000	39,722,000	65,144.08		65,144.08

0.00

Balance Due Upon Receipt $ 65,144.08

If not paid by the 20th of the month, we will apply a $25.00 late fee to your bill.

1/8/26

B-Y Water District is an Equal Opportunity Employer and Provider
PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

JAN 5 26

CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
JAN 1 26	671,852,000	632,130,000	39,722,000	65,144.08		65,144.08

0.00

Service Address

Balance Due Upon Receipt $ 65,144.08

Remit to:

B-Y WATER DISTRICT
P O BOX 248
TABOR SD 57063

TOTAL PAYMENT $.

City of Mitchell Water Rate Charged

	Base Rate (1,000 Gallons)	Added Rate (1,000 Gallons)	Combined Rate (1,000 Gallons)
Use below 2.65 MGD =	$1.64	$0.00	$1.64
Use between 2.65 MGD to 2.90 MGD =	$1.64	$1.00	$2.64
Use between 2.90 MGD to 3.15 MGD =	$1.64	$1.50	$3.14
All use over 3.15 MGD =	$1.64	$2.00	$3.64

1/5/2026

Month: 12 **Year:** 2026 **Billing Month:** 1

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	1,662,000	0	1,662,000	$2,725.68	0	$0.00	0	$0.00	0	$0.00	$2,725.68
2	1,135,000	0	1,135,000	$1,861.40	0	$0.00	0	$0.00	0	$0.00	$1,861.40
3	1,514,000	0	1,514,000	$2,482.96	0	$0.00	0	$0.00	0	$0.00	$2,482.96
4	1,144,000	0	1,144,000	$1,876.16	0	$0.00	0	$0.00	0	$0.00	$1,876.16
5	1,053,000	0	1,053,000	$1,726.92	0	$0.00	0	$0.00	0	$0.00	$1,726.92
6	1,103,000	0	1,103,000	$1,808.92	0	$0.00	0	$0.00	0	$0.00	$1,808.92
7	1,744,000	0	1,744,000	$2,860.16	0	$0.00	0	$0.00	0	$0.00	$2,860.16
8	1,071,000	0	1,071,000	$1,756.44	0	$0.00	0	$0.00	0	$0.00	$1,756.44
9	1,511,000	0	1,511,000	$2,478.04	0	$0.00	0	$0.00	0	$0.00	$2,478.04
10	964,000	0	964,000	$1,580.96	0	$0.00	0	$0.00	0	$0.00	$1,580.96
11	1,393,000	0	1,393,000	$2,284.52	0	$0.00	0	$0.00	0	$0.00	$2,284.52
12	1,540,000	0	1,540,000	$2,525.60	0	$0.00	0	$0.00	0	$0.00	$2,525.60
13	1,260,000	0	1,260,000	$2,066.40	0	$0.00	0	$0.00	0	$0.00	$2,066.40
14	1,153,000	0	1,153,000	$1,890.92	0	$0.00	0	$0.00	0	$0.00	$1,890.92
15	1,128,000	0	1,128,000	$1,849.92	0	$0.00	0	$0.00	0	$0.00	$1,849.92
16	1,753,000	0	1,753,000	$2,874.92	0	$0.00	0	$0.00	0	$0.00	$2,874.92
17	1,078,000	0	1,078,000	$1,767.92	0	$0.00	0	$0.00	0	$0.00	$1,767.92
18	1,082,000	0	1,082,000	$1,774.48	0	$0.00	0	$0.00	0	$0.00	$1,774.48
19	1,478,000	0	1,478,000	$2,423.92	0	$0.00	0	$0.00	0	$0.00	$2,423.92
20	1,297,000	0	1,297,000	$2,127.08	0	$0.00	0	$0.00	0	$0.00	$2,127.08
21	1,435,000	0	1,435,000	$2,353.40	0	$0.00	0	$0.00	0	$0.00	$2,353.40
22	1,193,000	0	1,193,000	$1,956.52	0	$0.00	0	$0.00	0	$0.00	$1,956.52
23	1,709,000	0	1,709,000	$2,802.76	0	$0.00	0	$0.00	0	$0.00	$2,802.76
24	1,082,000	0	1,082,000	$1,774.48	0	$0.00	0	$0.00	0	$0.00	$1,774.48
25	972,000	0	972,000	$1,594.08	0	$0.00	0	$0.00	0	$0.00	$1,594.08
26	1,051,000	0	1,051,000	$1,723.64	0	$0.00	0	$0.00	0	$0.00	$1,723.64
27	1,487,000	0	1,487,000	$2,438.68	0	$0.00	0	$0.00	0	$0.00	$2,438.68
28	1,438,000	0	1,438,000	$2,358.32	0	$0.00	0	$0.00	0	$0.00	$2,358.32
29	1,099,000	0	1,099,000	$1,802.36	0	$0.00	0	$0.00	0	$0.00	$1,802.36
30	1,096,000	0	1,096,000	$1,797.44	0	$0.00	0	$0.00	0	$0.00	$1,797.44
31	1,097,000	0	1,097,000	$1,799.08	0	$0.00	0	$0.00	0	$0.00	$1,799.08
TOTALS	**39,722,000**	**0**	**39,722,000**	**$65,144.08**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$65,144.08**

Previous Month Read =	632,130,000
Current Month Read =	671,852,000
Current Month Use =	39,722,000

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Days billed in December =	$65,144.08	39,722,000	$65,144.08	$0.00
Days carried from previous month =	$0.00	0	$0.00	$0.00
Total bill for December =	$65,144.08	39,722,000	$65,144.08	$0.00

Numbers in Red are due to SCADA failure. Read was averaged equally over time span.

Days that will be billed in January = $0.00

Note: January billing meter was read on January 5th therefore no December days will be included in Febuary billing.

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 01-05-26

Organization: South Dakota Shooting Sports Foundation

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

_____Chartered veterans' organization
_____Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
__X__Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Steve Thuringer

Address: 25853 409th Ave, Mitchell

Phone #: 605-630-0045

Email: stevethuringer

501(c) 3 – (Non-Profit): yes X no_____ eligible_____

Dates of Ticket Sales: 02-05-26 thru 09-12-26

Date of Raffle Drawing: 09-12-26

Value of Raffle Prize: #30,000

Proceeds Benefitting: Shooting Sports in South Dakota

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

Date Received: 1-5-2026

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: Jan. 14, 2026

Organization: Mitchell Lions Club

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

_____Chartered veterans' organization
_____Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
✓ Local civic or service club
_____Volunteer fire department

Contact Information:

Name: David A Brown

Address: 105 N Harman Dr.

Phone #: 605-770-0336

Email: dbrown@cortrustbank.com

501(c) 3 – (Non-Profit): yes ✓ no_____ eligible_____

Dates of Ticket Sales: Feb 15th - April 6

Date of Raffle Drawing: April 7

Value of Raffle Prize: $4,500

Proceeds Benefitting: Club service projects

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

Date Received: 01.14.2026

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:	January 20, 2026	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	230-43500-43410, $300,000		
Agenda Item:	Purchase of Volvo Loader for Airport off of Sourcewell Contract Project #2026-22		
Explanation/Background of Agenda Item Requested:	Staff requests City Council approval for the purchase of a Volvo Loader. The quoted price to be delivered to the City is $248,245.00 and is within budget. The contract is with Transource Truck and Equipment, utilizing the Sourcewell Contract #011723-VCE for the described piece of equipment. Staff recommends City Council approval for the purchase of the equipment.		

Quote Valid for 90 days

V25v2

Contract: 011723-VCE

Date: 1/5/2026

Buying Agency:	City of Mitchell Airport	**Dealership:**	Transource Truck and Equipment
SW Member #:		**Prepared By:**	Keith Dedrickson
Contact Person:	Kevin Roth	**Phone:**	605-310-7562
Phone/Email:	605-770-0881	**Email:**	keith.dedrickson@transourceusa.com
Sourcewell Product Code	D - Volvo Pricing Catalog: Wheel Loaders Large		

A. Catalog / Price Sheet Items being purchased

Quan		Unit Pr	Total
1	Volvo 2025 L90H2 GPE Wheel Loader	$240,720	$240,720
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchse Price at Bottom of this Page		
		Sourcewell Machine Price:	$240,720
		Additional Discount:	-$23,800
		Subtotal A:	**$216,920**

B. Sourced Contracted Items

Quan	Description	Unit Pr	Total
1	20.5R25 Titans tires	$8,900	$8,900
1	Grab-Tec Grapple	$9,600	$9,600
1			$0
1			$0
1			$0
1			$0
1			$0
1			$0
		Subtotal B:	**$18,500**

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	$3,600
PDI	$1,100
warranty 5 yr / 3,000 hours Complete	$6,825
Delivery	$1,300
Trade: **NO trade**	
Subtotal C:	**$12,825**

Delivery Date:	**1/25/2026**	**D. TOTAL PURCHASE PRICE (A+B+C):**	**$248,245**

Version 25v2

Description	Part #	List Price
Volvo L90H GPE Wheel Loader	L90H2	314,383.00
108" 3.5 yd3 H/O STE GP bucket	WLA86331	16,065.00
108" 3pc Bolt-on edge kit, STE only	WLA80679	2,023.00
Attachment bracket (Must select Hook-on attachments)	WLA85346	8,448.00
OBW Task Mode	WL88206	643.00
Max. fan speed, hot climate	WL30002	206.00
4 - Rims (3pc) w/wood protection for 20.5 tires (for STD fenders only)	WL21006	7,625.00
Engine D6J (Tier 4F) US	WL32017	0.00
Fuel fill strainer	WL30007	0.00
Delayed Engine Shutdown	WL30024	232.00
Brake system RBB	WL34203	0.00
Reversible cooling fan	WL37001	1,540.00
Rimpull	WL39501	0.00
Full coverage fenders rear for standard tires	WL22004	1,140.00
Air conditioning with ACC (automatic climate control)	WL42001	8,170.00
Radio in Copilot 2.0 BlueTooth/USB/AUX	WL43006	1,237.00
RH Copilot 2.0 Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44007	1,301.00
Handsfree in CO-pilot 2.0	WL44101	46.00
Steering knob	WL45001	0.00
Sliding window in door	WL45003	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Secondary steering, electric	WL45019	0.00
Lunch box holder	WL45023	0.00
Anchorage manual	WL45027	0.00
Volvo Co-pilot 2 incl Camera	WL45065	5,583.00
OnBoard Weighing Hard Ware 2.0	WL45067	3,248.00
Operator Coaching Start	WL88201	0.00
Operator Coaching Advanced (requires OBW hardware and software)	WL88202	294.00
OnBoard Weighing Software (requires OBW hardware)	WL88205	4,649.00
Back up alarm	WL54001	0.00
Max Boom Height	WL65013	0.00
Oil sampling ports	WL71002	375.00
Footsteps front frame	WL71005	366.00
Footstep, right side	WL71009	0.00
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	8,806.00
Decals, English/Spanish	WL83004	0.00
Cover plates, rear frame	WL86013	0.00
Frame, life time warranty	WL86041	0.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Fuel heater	WL30008	1,189.00
Hand throttle control	WL30009	930.00
Engine auto shutdown	WL30011	878.00
Air precleaner, turbo type III	WL31005	1,637.00
Engine block heater, 120 V	WL33002	1,146.00
Optishift w/ lockup converter and RBB, Arctic	WL39006	4,355.00
Premium Comfort ISRI	WL41017	5,544.00
Armrest for ISRI premium seat	WL45046	313.00
Radar Detect 2.0	WL45066	3,931.00
Collision Mitigation System	WL45062	1,607.00
3rd hydraulic function, std. boom (hydraulics & detent function are included)	WL61016	2,712.00
Separate attachment locking, std. boom	WL64001	3,873.00
Rearview mirrors,el.adj& heat.	WL45201	551.00
Jump start connector, ISO-Type	WL53010	928.00
Counterweight, logging (can't be ordered w/ solid tires or L5 tires)	WL81001	2,800.00
Warning Beacon, LED	WL51003	1,058.00
Can-Bus interface, Advance	WL88022	521.00
HD tail light guards	WL85003	1,266.00
Bracket for Fire extinguisher	WL86034	311.00
LED Feature Package	WL50023	4,878.00
Headlights LED (automatically selected with LED light packages)	WL50020	0.00

Total List Price	**$426,808**
Sourcewell % off List	43.6%
Sourcewell Machine Price	**$240,720**

See Front Page of Quote for Total Purchase Price

DocuSign Envelope ID: 47F02599-C98F-4073-AAAF-9221234CF4F6

SOURCEWELL
STATE OF MINNESOTA

Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...

Clerk to the Board of Directors

DocuSign Envelope ID: 47F02599-C98F-4073-AAAF-9221234CF4F6

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services

Requesting Board permission to Re-Solicit the following categories:
Indefinite Delivery Indefinite Quantity Construction - Illinios
Heavy Construction Equipment with Related Attachments and Technology

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	*"Communications Technology Consulting Services"*
Ross & Baruzzini, Inc.	072822-RBZ	*"Communications Technology Consulting Services"*
Ten4 Mobility, LLC dba OpDecision	072822-TN4	*"Communications Technology Consulting Services"*
Safeware, Inc.	080922-SAF	*"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"*
W.W. Grainger, Inc.	080922-WWG	*"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"*

CONTRACT EXTENSIONS

Supplier Name	**Contract Number**	**Solicitation Title**
Ennis Flint, Inc.	062817-EPI	*"Airport Consumable Products with Related Supplies and Services"*
Hi-Lite Airfield Serices, LLC	062817-HLA	*"Airport Consumable Products with Related Supplies and Services"*
New Deal Deicing	062817-NDD	*"Airport Consumable Products with Related Supplies and Services"*
Epoke North America, Inc.	080818-EPK	*"Snow and Ice Handling Equipment, Supplies and Accessories"*

NEW IDIQ CONTRACTS

Company Name	**Contract Number**	**State - Region - Type of Work**
NONE		

IDIQ Contract Extensions

Company Name	**Contract Number**	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

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SOURCEWELL
STATE OF MINNESOTA

Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

DocuSign Envelope ID: ACDCF933-AD3E-4F60-A11B-31F054D9DDDA

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services
Refuse Collection Vehicles with Related Equipment, Accessories, and Services
Indefinite Delivery Indefinite Quantity Construction - Kansas

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Advexure, LLC	011223-ADX	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Deep Trekker, Inc.	011223-DTK	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
FLYMOTION, LLC	011223-FLM	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
RMUS, LLC	011223-RMS	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Seafloor Systems, Inc.	011223-SEA	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Unmanned Vehicle Technologies	011223-UNM	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Volatus Aerospace USA Corp.	011223-VTS	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
CNH Industrial America, LLC	011723-CNH	*"Heavy Construction Equipment with Related Attachments and Technology"*
Caterpillar, Inc.	011723-CAT	*"Heavy Construction Equipment with Related Attachments and Technology"*
Gradall Industries, Inc.	011723-GRD	*"Heavy Construction Equipment with Related Attachments and Technology"*
Hitachi Construction Machinery	011723-HTI	*"Heavy Construction Equipment with Related Attachments and Technology"*
Hyundai Construction Equipment	011723-HCE	*"Heavy Construction Equipment with Related Attachments and Technology"*
John Deere Construction	011723-JDC	*"Heavy Construction Equipment with Related Attachments and Technology"*
Kobelco Construction Machinery	011723-KBL	*"Heavy Construction Equipment with Related Attachments and Technology"*
Komatsu America Corp.	011723-KOM	*"Heavy Construction Equipment with Related Attachments and Technology"*
Liebherr-America, Inc.	011723-LEB	*"Heavy Construction Equipment with Related Attachments and Technology"*
Link-Belt Cranes	011723-LIN	*"Heavy Construction Equipment with Related Attachments and Technology"*
LiuGong Construction Machinery	011723-LIU	*"Heavy Construction Equipment with Related Attachments and Technology"*
SANY America, Inc.	011723-SNY	*"Heavy Construction Equipment with Related Attachments and Technology"*
Volvo Construction Equipment	011723-VCE	*"Heavy Construction Equipment with Related Attachments and Technology"*
Across International, LLC	020723-ASI	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Carolina Biological Supply Company	020723-CBS	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Eppendorf North America	020723-EPP	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Neta Scientific, Inc.	020723-NTA	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Possible Missions, Inc.	020723-PSB	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*

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Thomas Scientific Holdings, LLC	020723-TMS	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Avant Tecno USA	020223-AVT	*"Medium Duty Construction Equipment"*
Caterpillar, Inc.	020223-CAT	*"Medium Duty Construction Equipment"*
Clark Equipment Company	020223-CEC	*"Medium Duty Construction Equipment"*
Gradall Industries, Inc.	020223-GRD	*"Medium Duty Construction Equipment"*
Hyundai Construction Equipment	020223-HCE	*"Medium Duty Construction Equipment"*
JCB, Inc.	020223-JCB	*"Medium Duty Construction Equipment"*
LiuGong Construction Machinery	020223-LIU	*"Medium Duty Construction Equipment"*
Manitou North America, Inc.	020223-MAI	*"Medium Duty Construction Equipment"*
Tobroco Machinery, LLC	020223-TBO	*"Medium Duty Construction Equipment"*
XCMG Canada	020223-XCM	*"Medium Duty Construction Equipment"*
CONTRACT EXTENSIONS		
Supplier Name	**Contract Number**	**Solicitation Title**
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	**Contract Number**	**State - Region - Type of Work**
None		
IDIQ Contract Extensions		
Company Name	**Contract Number**	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

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Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	

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:	January 20, 2026	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43250-43418, $65,000		
Agenda Item:	Purchase of Skid Loader off of Sourcewell Contract Project #2026-30		
Explanation/Background of Agenda Item Requested:	Staff requests City Council approval for the purchase of a New Holland Skid Loader. The quoted price to be delivered to the City is $65,000 and is within budget. The contract is with Titan Machinery-Mitchell, utilizing the Sourcewell Contract #011723-CNH for the described piece of equipment. Staff recommends City Council approval for the purchase of the equipment.		

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SOURCEWELL
STATE OF MINNESOTA

Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...

Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services
Requesting Board permission to Re-Solicit the following categories:
Indefinite Delivery Indefinite Quantity Construction - Illinios
Heavy Construction Equipment with Related Attachments and Technology

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	*"Communications Technology Consulting Services"*
Ross & Baruzzini, Inc.	072822-RBZ	*"Communications Technology Consulting Services"*
Ten4 Mobility, LLC dba OpDecision	072822-TN4	*"Communications Technology Consulting Services"*
Safeware, Inc.	080922-SAF	*"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"*
W.W. Grainger, Inc.	080922-WWG	*"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"*

CONTRACT EXTENSIONS

Supplier Name	**Contract Number**	**Solicitation Title**
Ennis Flint, Inc.	062817-EPI	*"Airport Consumable Products with Related Supplies and Services"*
Hi-Lite Airfield Serices, LLC	062817-HLA	*"Airport Consumable Products with Related Supplies and Services"*
New Deal Deicing	062817-NDD	*"Airport Consumable Products with Related Supplies and Services"*
Epoke North America, Inc.	080818-EPK	*"Snow and Ice Handling Equipment, Supplies and Accessories"*

NEW IDIQ CONTRACTS

Company Name	**Contract Number**	**State - Region - Type of Work**
NONE		

IDIQ Contract Extensions

Company Name	**Contract Number**	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

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SOURCEWELL
STATE OF MINNESOTA

Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

DocuSign Envelope ID: ACDCF933-AD3E-4F60-A11B-31F054D9DDDA

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services
Refuse Collection Vehicles with Related Equipment, Accessories, and Services
Indefinite Delivery Indefinite Quantity Construction - Kansas

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Advexure, LLC	011223-ADX	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Deep Trekker, Inc.	011223-DTK	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
FLYMOTION, LLC	011223-FLM	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
RMUS, LLC	011223-RMS	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Seafloor Systems, Inc.	011223-SEA	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Unmanned Vehicle Technologies	011223-UNM	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Volatus Aerospace USA Corp.	011223-VTS	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
CNH Industrial America, LLC	011723-CNH	*"Heavy Construction Equipment with Related Attachments and Technology"*
Caterpillar, Inc.	011723-CAT	*"Heavy Construction Equipment with Related Attachments and Technology"*
Gradall Industries, Inc.	011723-GRD	*"Heavy Construction Equipment with Related Attachments and Technology"*
Hitachi Construction Machinery	011723-HTI	*"Heavy Construction Equipment with Related Attachments and Technology"*
Hyundai Construction Equipment	011723-HCE	*"Heavy Construction Equipment with Related Attachments and Technology"*
John Deere Construction	011723-JDC	*"Heavy Construction Equipment with Related Attachments and Technology"*
Kobelco Construction Machinery	011723-KBL	*"Heavy Construction Equipment with Related Attachments and Technology"*
Komatsu America Corp.	011723-KOM	*"Heavy Construction Equipment with Related Attachments and Technology"*
Liebherr-America, Inc.	011723-LEB	*"Heavy Construction Equipment with Related Attachments and Technology"*
Link-Belt Cranes	011723-LIN	*"Heavy Construction Equipment with Related Attachments and Technology"*
LiuGong Construction Machinery	011723-LIU	*"Heavy Construction Equipment with Related Attachments and Technology"*
SANY America, Inc.	011723-SNY	*"Heavy Construction Equipment with Related Attachments and Technology"*
Volvo Construction Equipment	011723-VCE	*"Heavy Construction Equipment with Related Attachments and Technology"*
Across International, LLC	020723-ASI	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Carolina Biological Supply Company	020723-CBS	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Eppendorf North America	020723-EPP	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Neta Scientific, Inc.	020723-NTA	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Possible Missions, Inc.	020723-PSB	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*

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Thomas Scientific Holdings, LLC	020723-TMS	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Avant Tecno USA	020223-AVT	*"Medium Duty Construction Equipment"*
Caterpillar, Inc.	020223-CAT	*"Medium Duty Construction Equipment"*
Clark Equipment Company	020223-CEC	*"Medium Duty Construction Equipment"*
Gradall Industries, Inc.	020223-GRD	*"Medium Duty Construction Equipment"*
Hyundai Construction Equipment	020223-HCE	*"Medium Duty Construction Equipment"*
JCB, Inc.	020223-JCB	*"Medium Duty Construction Equipment"*
LiuGong Construction Machinery	020223-LIU	*"Medium Duty Construction Equipment"*
Manitou North America, Inc.	020223-MAI	*"Medium Duty Construction Equipment"*
Tobroco Machinery, LLC	020223-TBO	*"Medium Duty Construction Equipment"*
XCMG Canada	020223-XCM	*"Medium Duty Construction Equipment"*
CONTRACT EXTENSIONS		
Supplier Name	**Contract Number**	**Solicitation Title**
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	**Contract Number**	**State - Region - Type of Work**
None		
IDIQ Contract Extensions		
Company Name	**Contract Number**	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

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Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	

TITAN MACHINERY

Equipment Sales Agreement

ESA# : ES0075273
Date : 01/12/2026

Customer: MITCHELL WASTE WATER, CITY OF Address: MITCHELL WASTE WATER, CITY OF 2141 E HAVENS ST MITCHELL SD 57301-4547 Source Well Member # 2333 County: DAVISON PO: Phone: 605-995-8446	**Seller:** TITAN MACHINERY-MITCHELL Address: 2800 W HAVENS AVE MITCHELL SD 57301-6257 Phone: 605-996-7704 DEKRUIF, LYLE
Sales Tax Possession / Receiving Location: **SD, DAVISON, MITCHELL**	**NOTICE TO PURCHASER** 1. Read this contract before you sign it. 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller. 4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.

Purchased Equipment Information

Type	Product	PDI	Warranty	Unit #	Serial Number	Sales Price
New	NEW HOLLAND, C337, SKIDSTEER-TRACK	No	STANDARD FACTORY	E00604972	JAF0C337HSM467388	65,000.00
	Equipment Contract #		011723-CNH-2			
	Addendum Subtotal Price					**0.00**

Trade-In Equipment Information

I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product, as a "trade-in" to be applied against the cash price. Such items shall be free and clear of all security agreements,liens, and encumbrances at the time of transfer to you.The following is a description and the price allowed for each item.

Description of Trade In	Unit #	Serial Number	Amount
Addendum Subtotal Price			**0.00**

Tax Breakdown	Amount
Total Taxes	0.00

Other Options, Charges, Fees	Amount
FINANCE FEES	0.00
Addendum Subtotal Price	0.00
Total Other Options, Charges and Fees	**0.00**

1. Total Sales Price	65,000.00
2. Total Trade In Allowance	**0.00**
3. Balance	65,000.00
4. Total Tax	0.00
5. Other Options, Charges, Fees	0.00
6. Trade Payoff / Pre Barter	0.00
7. Total Due	65,000.00

SETTLEMENT	
8. Cash Payment	0.00
9. Cash Due:	0.00
10. Retail Installment Contract	65,000.00
11. Total Settlement	65,000.00

It is understood that this is the entire agreement between the parties

Customer: _____ Date _____ Salesperson: _____
DEKRUIF, LYLE

Customer: _____ Date _____ Accepted By: _____

By making this purchase, you acknowledge and agree to CNH Industrial's privacy practices as described in our Privacy Notice available here https://www.mycnhistore.com/us/en/default/privacynotice

AVAILABILITY / PRICING

I (We), the undersigned, hereby order from you the Product described on the previous page, to be available as shown. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order. Product to be available on or after .

WARRANTY

New, New Demo/Rental Equipment

Applicable new equipment warranty is available to the customer by a separate statement of Manufacturer's Warranty and Limitation of Liability. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE MANUFACTURER'S WARRANTY.** Remaining new equipment warranty on demo/rental units will be provided per Manufacturer's policy. The customer signature below acknowledges receipt of the warranty statement.

Used Equipment Warranty

Used Equipment is sold AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES unless otherwise noted in warranty column of Purchased Equipment. If extended or Powertrain warranty is noted for used equipment, that warranty will expire based on the Terms and Conditions set forth on the Warranty Contract.
Warranty is defined as a failure or defect in parts and/or workmanship. Upgrades, improvements, wear items, tires, maintenance parts, service call mileage and trucking are excluded. Warranty parts and labor must be purchased from Titan Machinery Inc. dealerships.

ACKNOWLEDGMENTS

I (We) promise to pay the balance due shown on the reverse (line 7 and 8) in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the Seller until one of the foregoing is accomplished. This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a Time Sale Agreement (Retail Installment Contract), subject to available financing and credit approval.

ADDITIONAL TERMS AND CONDITIONS

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at the time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. In the event the dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling this order in writing immediately on being notified thereof.
3. No delivery of above goods to be made until full settlement is received.
4. Seller and manufacturer make no representations or warranties, express or implied (including the implied warranties of merchantability and fitness) except as provided on the Manufacturer's Warranty and Limitation of Liability Statement.
5. The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.
6. If any balance is owed under this Agreement, customer hereby grants to Seller, to secure the payment of the balance, a security interest in the Purchased Equipment described on page 1. Customer authorizes Seller to file any document necessary to perfect, continue, amend, or terminate its security interest in the collateral.

Purchaser(s) Initials: _____

_____

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:	January 20, 2026	**Requested By:**	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	$100,000		
Agenda Item:	Purchase of Pay Loader for Cemetery and Golf Course off of Sourcewell Contract		
Explanation/Background of Agenda Item Requested:	A new payloader is needed for shared use between the cemetery and golf course to replace an outgoing and well-used Komatsu pay loader. The new unit, a Caterpillar 906-14SLSF, will be acquired via a Sourcewell Contract through Butler Machinery at a total cost, after trade-in value of $18,800 has been applied, of $99,200. Staff recommends approval.		

SALES AGREEMENT

DATE Jan 09, 2026

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota58104 Phone: 701-280-3100

SOLD TO			SHIP TO
PURCHASER	CITY OF MITCHELL		
STREET ADDRESS	612 N MAIN		<SAME>
CITY/STATE	MITCHELL, SD	COUNTY DAVISON	
POSTAL CODE	57301-2620	PHONE NO. 605-995-8420	
CUSTOMER CONTACT: EQUIPMENT	Jason Gunnare - PHONE NO. 6056561324		
PRODUCT SUPPORT	Jason Gunnare - PHONE NO. 6056561324		
INDUSTRY CODE:	GOVT. - CITY - MUNICIPAL(950)	PRINCIPAL WORK CODE	POINT OF POSSESSION AT: Mitchell SD

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER
C64815	17001466000305E	

TERMS

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON INVOICE	☑	CASH	☐	FINANCIAL SERVICES	☐	CONTRACT ☐	LEASE
CASH WITH ORDER		BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE	0.00		
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS		OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR MODEL: 906-14SLSF YEAR: 2026 NEW ☑ USED ☐

STOCK NUMBER: M037305 SERIAL NUMBER: 0MZ601386 APPROX HOURS: 5.4

906 14A CWL AM-N/AM-S DCA3	RIDE CONTROL, STD LIFT	FAN, DEMAND, STD, PRECLEANER
PREPARATION PKG-USA, ANSI	COUPLER, SSL	SEAT BELT, 3"
PRODUCT LINK, CELLULAR PL243	HYDRAULIC OIL, STANDARD	TRANS 25 MPH DIFF LOCK
TIRES, 340/80 R18,FS,DURAFORCE	CAB, STD, FIXED DOOR GLASS	HYD, 3V, STD FLOW, STD LIFT
SERIALIZED TECHNICAL MEDIA KIT	MIRROR, EXT, STD	DOOR STOP, CAB
PACK, DOMESTIC TRUCK	HITCH, REAR RETRIEVAL, STD	MIRROR INTERNAL, REAR VIEW
RUST PREVENTATIVE APPLICATOR	KEYPAD 8, RIM PULL/CREEP CTL	ENGINE, C2.8, STAGE V
FILTER, FUEL, MANUAL	ALARM, BACK UP	AUX, STD FLOW, 3 VALVE
LIGHTS, ROAD, FN, HAL, RH DIP	HARNESS, WIRING, WT, SSL	STANDARD RADIO (12V)
KICKOUT, RTD, ROTARY SENSOR	STORAGE, BOX WITH LOCK	BUCKET-GP, 1.25 YD3, SSL, BOCE
AIR CON, AUTO TEMP CONTROL	WEATHER, STD, FLUIDS	
SEAT, DELUXE PLUS, AIR, HEAT	LIGHTS, CAB, STD, 4X HAL	

TRADE-IN EQUIPMENT

MODEL: WA-95 - KOMATSU LTD.(KO) YEAR: SN.:H20804 Expected SMU: 5115
VALUE: $18,800.00 PAYOUT TO: AMOUNT: PAID BY:

MODEL: YEAR: SN.: Expected SMU:
VALUE: PAYOUT TO: AMOUNT: PAID BY:

MODEL: YEAR: SN.: Expected SMU:
VALUE: PAYOUT TO: AMOUNT: PAID BY:

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	$118,000.00
EXT WARRANTY	Included
LESS TRADE ALLOWANCE	($18,800.00)
NET TRADE DIFFERENCE	**$99,200.00**
BALANCE DUE	**$99,200.00**

DISCLAIMER OF WARRANTIES

PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.

UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.

☑ MANUFACTURER'S WARRANTY INITIAL

Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.

12 Months Standard Warranty excluding mileage

906-84 MO/2500 HR PREMIER

☐ USED EQUIPMENT INITIAL

When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.

Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.

CSA:

NOTES: Sourcewell Contract #011723-CAT | Maturity Date: 2027-04-14

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

BY _____ DATE _____
Autorized Signature

TITLE _____

SALESMAN Paulson, Brice
BUTLER MACHINERY COMPANY / NCRL LLC

PURCHASER

APPROVED AND ACCEPTED ON _____

CITY OF MITCHELL
PURCHASER

BY _____
SIGNATURE

TITLE _____
BUYER

323976-01

Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

1. Acceptance. This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.

2. Security Interest. Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.

3. Taxes. Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.

4. Risk of Loss/Delivery.Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.

5. Insurance. If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.

6. Purchaser's Representations and Warranties.To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.

7. Events of Default. Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.

8. Remedies. In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.

9. LIABILITY LIMITATION. PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.

10. Used Equipment Warranty. The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.

11. Indemnification. Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.

12. Waivers. Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.

13. General. It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.

14. DATA SHARING. CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT https://www.butlermachinery.com/privacy-policy; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT https://www.caterpillar.com/en/legal-notices/data-governance-statement.html; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT https:// www.agcocorp.com/privacy.html; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection; (E) THE RAVEN PRIVACY POLICY AT https://ravenind.com/privacy; AND THE TRIMBLE PRIVACY CENTER AT https://www.trimble.com/corporate/privacy.aspx. THE AFOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.

15. Emissions. Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.

16. Trade-In Equipment. In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be-set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-in Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in-value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-in Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

2025 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)
Track Type Tractors	
D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only
Wheeled Excavators	
M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%
Material Handlers	
MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%
Telehandlers	
TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%
Motor Graders	
120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%
Skid Steer Loaders	
226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
250	21.00%
260	21.00%
262	21.00%
270	21.00%
272	21.00%
Compact Track Loaders	
239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
275	21.00%
279	21.00%
285	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Note

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.
All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)
All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%
Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount
Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine
Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase
Parts and Service is offered by the servicing dealer at local rates

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)
Excavators	
300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%
Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%
Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%
Wheel Tractor Scrapers	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%
Articulated Trucks	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%
Rigid Frame Trucks	
770	3.00%
773	3.00%
775	3.00%
Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%
Wheel Dozers and Soil Compactors	
814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)
Wheel Loaders	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%
Track Loaders	
953	19.00%
963	22.00%
973	23.00%
Non-Attached CAT OEM Worktools	15.00%
Parts & Service	N/A
Technology Solutions	N/A
Caterpillar Safety Services	15.00%
Job Site Solutions	N/A

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SOURCEWELL
STATE OF MINNESOTA

Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services
Requesting Board permission to Re-Solicit the following categories:
Indefinite Delivery Indefinite Quantity Construction - Illinios
Heavy Construction Equipment with Related Attachments and Technology

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	*"Communications Technology Consulting Services"*
Ross & Baruzzini, Inc.	072822-RBZ	*"Communications Technology Consulting Services"*
Ten4 Mobility, LLC dba OpDecision	072822-TN4	*"Communications Technology Consulting Services"*
Safeware, Inc.	080922-SAF	*"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"*
W.W. Grainger, Inc.	080922-WWG	*"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"*

CONTRACT EXTENSIONS

Supplier Name	**Contract Number**	**Solicitation Title**
Ennis Flint, Inc.	062817-EPI	*"Airport Consumable Products with Related Supplies and Services"*
Hi-Lite Airfield Serices, LLC	062817-HLA	*"Airport Consumable Products with Related Supplies and Services"*
New Deal Deicing	062817-NDD	*"Airport Consumable Products with Related Supplies and Services"*
Epoke North America, Inc.	080818-EPK	*"Snow and Ice Handling Equipment, Supplies and Accessories"*

NEW IDIQ CONTRACTS

Company Name	**Contract Number**	**State - Region - Type of Work**
NONE		

IDIQ Contract Extensions

Company Name	**Contract Number**	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

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SOURCEWELL
STATE OF MINNESOTA

Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services
Refuse Collection Vehicles with Related Equipment, Accessories, and Services
Indefinite Delivery Indefinite Quantity Construction - Kansas

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Advexure, LLC	011223-ADX	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Deep Trekker, Inc.	011223-DTK	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
FLYMOTION, LLC	011223-FLM	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
RMUS, LLC	011223-RMS	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Seafloor Systems, Inc.	011223-SEA	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Unmanned Vehicle Technologies	011223-UNM	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
Volatus Aerospace USA Corp.	011223-VTS	*"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"*
CNH Industrial America, LLC	011723-CNH	*"Heavy Construction Equipment with Related Attachments and Technology"*
Caterpillar, Inc.	011723-CAT	*"Heavy Construction Equipment with Related Attachments and Technology"*
Gradall Industries, Inc.	011723-GRD	*"Heavy Construction Equipment with Related Attachments and Technology"*
Hitachi Construction Machinery	011723-HTI	*"Heavy Construction Equipment with Related Attachments and Technology"*
Hyundai Construction Equipment	011723-HCE	*"Heavy Construction Equipment with Related Attachments and Technology"*
John Deere Construction	011723-JDC	*"Heavy Construction Equipment with Related Attachments and Technology"*
Kobelco Construction Machinery	011723-KBL	*"Heavy Construction Equipment with Related Attachments and Technology"*
Komatsu America Corp.	011723-KOM	*"Heavy Construction Equipment with Related Attachments and Technology"*
Liebherr-America, Inc.	011723-LEB	*"Heavy Construction Equipment with Related Attachments and Technology"*
Link-Belt Cranes	011723-LIN	*"Heavy Construction Equipment with Related Attachments and Technology"*
LiuGong Construction Machinery	011723-LIU	*"Heavy Construction Equipment with Related Attachments and Technology"*
SANY America, Inc.	011723-SNY	*"Heavy Construction Equipment with Related Attachments and Technology"*
Volvo Construction Equipment	011723-VCE	*"Heavy Construction Equipment with Related Attachments and Technology"*
Across International, LLC	020723-ASI	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Carolina Biological Supply Company	020723-CBS	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Eppendorf North America	020723-EPP	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Neta Scientific, Inc.	020723-NTA	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Possible Missions, Inc.	020723-PSB	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*

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Thomas Scientific Holdings, LLC	020723-TMS	*"Laboratory and Science Equipment, Supplies and Related Technology and Services"*
Avant Tecno USA	020223-AVT	*"Medium Duty Construction Equipment"*
Caterpillar, Inc.	020223-CAT	*"Medium Duty Construction Equipment"*
Clark Equipment Company	020223-CEC	*"Medium Duty Construction Equipment"*
Gradall Industries, Inc.	020223-GRD	*"Medium Duty Construction Equipment"*
Hyundai Construction Equipment	020223-HCE	*"Medium Duty Construction Equipment"*
JCB, Inc.	020223-JCB	*"Medium Duty Construction Equipment"*
LiuGong Construction Machinery	020223-LIU	*"Medium Duty Construction Equipment"*
Manitou North America, Inc.	020223-MAI	*"Medium Duty Construction Equipment"*
Tobroco Machinery, LLC	020223-TBO	*"Medium Duty Construction Equipment"*
XCMG Canada	020223-XCM	*"Medium Duty Construction Equipment"*
CONTRACT EXTENSIONS		
Supplier Name	**Contract Number**	**Solicitation Title**
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	**Contract Number**	**State - Region - Type of Work**
None		
IDIQ Contract Extensions		
Company Name	**Contract Number**	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

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Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	

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Proposal Opening Record

Date of opening: January 17, 2023

Sourcewell posted Request for Proposal #011723, for the procurement of Heavy Construction Equipment with Related Attachments and Technology, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, November 15, 2022, and the solicitation remained in an open status within the portal until January 17, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 17, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011723 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Caterpillar, Inc. - Submitted 1/17/23 at 4:10:22 PM
CNH Industrial America, LLC - Submitted 1/17/23 at 12:55:10 PM
Doosan Infracore North America - Submitted 1/17/23 at 10:42:22 AM
Gradall Industries, Inc. - Submitted 1/12/23 at 8:01:35 PM
Grove U.S., LLC dba Manitowoc - Submitted 1/16/23 at 10:51:24 AM
Hitachi Construction Machinery America's, Inc. - Submitted 1/17/23 at 11:11:54 AM
Hi-Vac Corporation - Submitted 1/16/23 at 4:23:39 PM
Hyundai Construction Equipment Americas, Inc. - Submitted 1/15/23 at 10:14:34 AM
John Deere Shared Services, LLC - Submitted 1/12/23 at 2:48:05 PM
Kobelco Construction Machinery U.S.A. - Submitted 1/17/23 at 11:06:30 AM
Komatsu America Corp. - Submitted 1/17/23 at 12:43:04 PM
LBX Company, LLC - Submitted 1/16/23 at 8:44:10 AM
Liebherr USA, Co. - Submitted 1/17/23 at 11:53:35 AM
Link-Belt Cranes - Submitted 1/16/23 at 2:39:01 PM
LiuGong Construction Machinery North America, LLC - Submitted 1/17/23 at 1:47:35 PM
MAZIO ATTACHMENTS, LLC - Submitted 1/17/23 at 3:41:06 PM
SANY America, Inc. - Submitted 1/17/23 at 3:57:09 PM
Volvo Construction Equipment North America - Submitted 1/10/23 at 9:00:46 AM

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The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on January 17, 2023, at 4:31:28 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Caterpillar: Confidential Green

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:	January 20, 2026	**Requested By:**	Dean Knippling
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	$205,640.00		
Agenda Item:	Purchase of 3 Patrol Vehicles off of State Bid		
Explanation/Background of Agenda Item Requested:	The Police Department is requesting authorization to purchase two 2026 Ford Interceptor SUV patrol vehicles and one 2026 Dodge Durango Pursuit rated patrol vehicle using South Dakota state bid pricing through Iverson Auto. 2 Ford Interceptor Patrol Vehicles: State Vehicle Bid #26, Contract 17966 The base price is $43,196, with an add-on 3.0 L V6 Ecoboost option for $2950, black in color. The total price for each vehicle is $46,146.00. The total amount budgeted for the purchase of both vehicles is $145,640.00, which included emergency lights and needed equipment with installation. This request is to replace aging police patrol vehicles. 1 Dodge Durango Patrol Vehicle: State Vehicle Bid # 27, Contract 17968 The base price is $41,672 each, with the following add-ons; rubber vinyl flooring, post-mounted spotlight (black housing) for $895.00 and changing the color of the vehicle to black for an additional $395.00. The total price with add-ons is $42,962.00. The total amount budgeted for the purchase of this vehicle is $60,000.00 which includes emergency lights and needed equipment with installation. This request is to replace an aging unmarked police vehicle.		

26. FULL SIZE UTILITY 112 INCH WHEELBASE MIN. ALL WHEEL DRIVE PURSUIT RATED

LAMB MOTORS
FORD INTERCEPTOR SUV
CONTRACT #: 17966

- Engine, 3.3 liter V-6 Direct-Injection Hybrid Engine System
- All-wheel drive
- Transmission, Automatic
- Column Shifter
- Alternator, 220 Amp with integral regulator
- Locks, Power deck release
- Rear Door In-operable
- Rear Power Door Lock Switch
- Rear Power Door Lock In-operable
- Back-up camera displayed in center screen
- Bluetooth Capability
- Rear Window In-operable
- Power Steering
- Radio, Heavy duty suppression kit, electro-magnetic interference suppression kit to minimize interference between the electronic ignition control system and two-way radio equipment to be installed in the vehicle by state.
- Axle, power train shall be geared to produce maximum power and top speed no less than 136 mph (pursuit rated)
- Battery, 80 Amp 800 C.C.A.
- Cooling, winterized to -35 degrees.
- Cruise control
- Defroster, Rear Window
- Floor Covering Vinyl
- Floor Covering Trunk
- Solar tinted glass
- Horns, Dual
- Ignition, Electronic
- Headlights
- Dome Light, Center (front headliner), Police style with Red and White illumination.
- AM/FM Radio with auxiliary audio/usb port
- Light, Map light windshield header mount
- Light, Driver's side police spotlight
- Light, Cargo Area
- Lighting, deactivate door light switches. **Deactivate all courtesy lighting interior and exterior and courtesy horn.**
- Locks, single key system, 3 keys. (Minimum 3 keys provided). Keyless entry. Standard keyless entry and other function should remain.
- Factory installed Police power supply points with required connector (package)
- Manual, factory owner manual
- Mirror, inside day & night adjustable
- Mirrors, remote control left and right side, heated
- Wig Wag Headlight Flasher
- Seats upholstery heavy duty cloth in harmonizing colors.
- Standard Colors are Silver, Black, White, & Gray
- Factory Freight

Delivery 60 – 240 days

Base Cost 43,196

• 3.0L V6 Ecoboost Option (99C/44U)	$2950
• Interior Upgrade Package (65U)	$710
• 1st and 2nd Row Carpet Only (16C)	$200
• Lights, Spotlights (Dual) (51S)	$620

• Police Perimeter Alert (68B)	STD
• Headlamp pre-wire (wig wag prep) (60A)	STD
• Factory USB stereo input	STD
• Dome light Red and White cargo area (Package 17T)	STD
• Full wheel cover (65L)	$160
• Painted 18' wheels (package 64E) aluminum	$575
• Heater, Engine Block, (package 41H)	$195
• LED Spotlight bulb (Unity brand 51R)	Included
• Rear park sensing (package 76R)	STD
• Rear blind spot alert (package 55B)	STD
• Rear View Camera in mirror (87R)	NC
• Light Spotlight (Delete)	$(-275)
• Noise Suppression Bonds (60R)	$135
• Ballistic door panel driver's door level 3 ballistics (90D)	$1590
• Ballistic door panel passenger's door level 3 ballistics (90E)	$3170
• Ballistic door panel driver's door level 4 ballistics (90F)	$2420
• Ballistic door panel passenger's door level 4 ballistics (90G)	$4830
• Front center plate delete (67C)	$100
• Police Engine Idle feature (47A)	STD
• Front Headlamp Light Solution (66A)	$900
• Tail Lamp Lighting Solution (66B)	$530
• Rear Lighting Solution (66C)	$560
• Pre-Collision Assist - Pedestrian Detection (Disable switch incl.) (76P)	STD
• Rear Camera on Demand (19V)	Included
• 110-watt Siren & Loudspeaker wiring pigtail	$375
• Hidden Plunger on Rear Door Locks	$125
• Rear AC	$570
• Power Passenger Seat	$250
• Mud Guards	$325
• Rear Auxiliary Liftgate Lights	$490
• Global Unlock – eliminates 45 second timeout on liftgate	$50

27. TRUCK UTILITY FULL SIZE. 4 DOOR PURSUIT RATED; ALL WHEEL DRIVE

WEGNER AUTO
DODGE DURANGO PURSUIT RATED
CONTRACT #: 17968

- Engine, 5.7 Liter V-8 355 HP
- Seating Capacity 5 Passengers
- Cargo Volume 70 Cubic Feet
- Overall Length 201"
- Transmission, Automatic
- Police engine cooling package
- Bluetooth Capability
- 220 Amp Alternator
- 750 CCA Heavy duty battery
- Interior center mounted Police dome light with red and white illumination
- Backup Camera
- Radio, AM/FM with auxiliary audio port/usb
- Police wiring and interior power supply for lighting/police equipment
- Cruise Control/Tilt
- Floor Covering, Carpet
- Guard, Skid Plate Package – Manufacturer's Standard (includes skid plates for the fuel tank, transfer case and front suspension)
- Towing Capacity 5000 pounds
- Heavy duty suspension, police rated (PPV)
- Tires, P265/60R18, All-Season
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Mirrors, Right & Left Outside
- Power Heated Mirrors
- Rear Window Defroster
- Seats, Front, Bucket, Cloth
- Power adjustable driver's seat
- Seat Covering heavy duty cloth
- Rear Seat, Cloth
- Wiper, Rear Window
- Dark tinted glass
- Standard Colors are Silver ($495), Black, White, & Gray ($395)
- Factory Freight

Delivery 150 days	Base Cost $41,672
• 3.6 L Pentastar Engine – no tow package	$(-2300)
• Light, Spotlight, Post Mounted 6" (black housing)	$895
• Engine block heater	$195
• Floor Covering, Rubber	STD
• Daytime Running Lights	STD
• Full Size Spare	$295
• Push Bar - Sentina	$1500
• Full Center Console	$495
• Paint upgrade charge, dealer must specify which colors have an upgrade charge	$600
• Deactivate Rear Windows/Locks	$125
• Splash Guards	$375

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:	January 20, 2026	**Requested By:**	Elizabeth Kitchens

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Changes to the 2026 Personnel Policies and Procedures Manual, the 2026 Safety Manual, and the 2026 Drug and Alcohol Policy
Explanation/Background of Agenda Item Requested:	The Personnel Manual, Safety Manual and Drug and Alcohol policy Manual were reviewed to determine if updates were needed due to changes in state or federal law or city policy. The requested changes are outlined below. Major areas that were updated from the last Personnel Policies and Procedures Manual: 3.0 City's Commitment to Drug and Alcohol Free Workplace - to include THC products 3.2 Workplace Violence and Bullying Prohibited 4.2 Nonexempt and Exempt Status 9.1.1 Health and Dental Insurance Major areas that were updated from the last Safety Manual 100.06 Wearing appropriate shoes for working in hazardous areas 300.01 Training new hires in CPR/First Aid 400.02 Vehicle inspections and checks to be done on all city vehicles should be done on a regular basis; and report major issues immediately 400.13 Proper lifting and carrying training to be done on an annual basis 500.02 Safety Committee Responsibilities to meet one (1) time per quarter; and City will follow safety schedule recommendations given by SDPAA Updated 2026 members and wording replacing Risk Manager with Human Resources Director Changes in Drug and Alcohol Policy Changed date from 2022 to 2026 as there were no major changes Staff recommends approval of the proposed changes.

Personnel Policies and Procedures Manual

City of Mitchell
South Dakota

Adopted by the Mitchell City Council January 2026

Major areas that were updated from last Personnel Policies and Procedures Manual:

3.0 City's Commitment to Drug and Alcohol Free Workplace - to include THC products

3.2 Workplace Violence and Bullying Prohibited

4.2 Nonexempt and Exempt Status

9.1.1 Health and Dental Insurance

Table of Contents

A Welcome to Our New Employees

Notice to all Employees: At-Will Employment

POLICY 1: PURPOSE AND USE
- 1.0 Purpose of Policies and Procedures
- 1.1 Application
- 1.2 Revision
- 1.3 Disclaimer

POLICY 2: NON-DISCRIMINATION AND ANTI-HARRASSMENT
- 2.0 Statement -- Equal Employment Opportunity
- 2.1 Nondiscrimination
- 2.2 Americans with Disabilities Act (revised 2009)
  - 2.2.1 Complaint Procedure – Discrimination on the Basis of Disability
  - 2.2.2 Disability Accommodation
- 2.3 Anti-Harassment
  - 2.3.1 Harassment on the Basis of Protected Characteristic
  - 2.3.2 Sexual Harassment
  - 2.3.3 Reporting an Incident of Harassment or Sexual Harassment
- 2.4 Retaliation Prohibited
- 2.5 Formal Complaint Procedure

POLICY 3: GENERAL EMPLOYMENT POLICIES
- 3.0 City's Commitment to Drug and Alcohol Free Workplace
  - 3.0.1 Prohibited Behavior - Responsibilities toward a Drug and Alcohol Free Workplace
  - 3.0.2 Employee Responsibilities and Guidelines
  - 3.0.3 Management Responsibilities and Guidelines
- 3.1 Drug and Alcohol Testing
  - 3.1.1 Pre-Employment Drug Testing
  - 3.1.2 Reasonable Suspicion Testing for Drugs and/or Alcohol
  - 3.1.3 Post- Accident Drug and Alcohol Testing
  - 3.1.4 Random Testing
  - 3.1.5 Confidentiality of Records
  - 3.1.6 Consequences of Violation
- 3.2 Workplace Violence and Bullying Prohibited
- 3.3 Smoke Free Environment
- 3.4 Adverse Weather
- 3.5 Soliciting

3.6 Gift and Gratuities
3.7 Outside Employment
3.8 Supervisor
3.9 Political Activity
3.10 Attendance
3.11 Seat Belt Policy
3.12 Technology Use Policy
3.12.1 Technology Standards of Conduct
3.12.2 Technology – Issues of Confidentiality
3.12.3 Technology -- Access Connections
3.13 Use of Cell Phones (personal and City-owned) for Personal Communication
3.14 Uniform & Equipment Allowance
3.14.1 General Full-Time Employees
3.14.2 Police Sergeants
3.15 City Property
3.16 Employee Use of City Vehicles
3.16.1 General Requirements for City-Owned Vehicles
3.17 Dress Code
3.18 Public Relations (revised 2016)
3.19 Bonds
3.20 False Records
3.21 Credit Card Acquisition and Use Policy
3.22 Safety
3.23 Accident Reporting and Investigation
3.24 Employee Use of Social Networking

POLICY 4: EMPLOYEE CLASSIFICATION
4.0 General
4.1 Employee Classifications
4.2 Nonexempt and Exempt Status
4.3 Introductory Employee
4.3.1 Purpose of Introductory Period
4.3.2 Benefits while in the Introductory Period
4.3.3 Completion of Introductory Period

POLICY 5: RECRUITMENT AND SELECTION
5.0 Recruitment and Hiring Policy
5.1 Job Descriptions
5.2 Creation of New Positions
5.3 Job Advertising
5.4 Applications for Employment

5.5 Eligibility
5.6 Veterans Preference
5.7 Disqualification
5.8 Employment of Relatives
5.9 Examination Process
5.10 Selection
5.11 Employment References
5.12 Employment Offers
5.13 Background Check
5.14 Driver's License Check
5.15 Post-Offer Drug Test, Physical, and/or Psychological Exam
5.16 Acceptance of Employment
5.17 Transfers
5.18 Promotions

POLICY 6: PERSONNEL RECORDS
6.0 Personnel Records
6.1 Confidentiality of Information
6.2 Security and Storage
6.3 Internal Disclosures
6.4 Employee's Access Rights to Personnel File
6.4.1 Records for Review
6.5.2 Records Not Accessible
6.6 Accuracy of Employee Information
6.7 Correction or Deletion of File Information
6.8 External Disclosures

POLICY 7: HOURS OF WORK & COMPENSATION
7.0 General Policy
7.1 Standard Workweek
7.2 Pay Period and Pay Day
7.3 Payroll Deductions
7.4 Wages
7.4.1 Wage Structure – Full-time Exempt and Non-Exempt Employees
7.5 Overtime
7.5.1 General Employees
7.5.2 Police Employees
7.6 Compensatory Time
7.7 Call-In Pay
7.7.1 Police Testimony Call-In Pay
7.8 On-Call Pay

7.8.1 General employees
7.8.2 Police Sergeants – Assigned On-Call
7.8.3 Police Sergeants – Holidays
7.9 Flex Time
7.10 Shift Differential
7.11 Meal & Break Times
7.12 Police Non-Division Duty
7.12.1 Non-Uniformed Duty
7.12.2 Uniformed Duty

POLICY 8: TRAVEL AND EDUCATION POLICY
8.0 Expense Reimbursement
8.1 Conferences, Seminars, and Workshops

POLICY 9: BENEFITS
9.0 General Policy
9.1 Insurance, Retirement, and Workers' Compensation
9.1.1 Health and Dental Insurance
9.1.2 Extended Health and Dental Coverage (COBRA)
9.2 South Dakota Retirement System (SDRS)
9.3 Workers' Compensation
9.4 Life Insurance
9.5 Employee Assistance Program
9.6 Longevity Pay
9.7 Annual Leave
9.8 Sick Leave
9.8.1 Sick Leave Donation Policy
9.9 The Family and Medical Leave Act
9.9.1 Introduction
9.9.2 Definitions
9.9.3 Eligible Employees
9.9.4 Notice
9.9.5 Certification
9.9.6 Effect on Pay and Benefits
9.9.7 Failure to Provide Certification
9.9.8 Return to Work
9.9.9 Failure to Return to Work
9.9.10 Effect of Redeployment and Other Rights
9.9.11 No Retaliation
9.10 Jury and Witness Duty
9.11 Voting Time

9.12 Military Reserve Training
9.13 Funeral Leave
9.14 Holidays
9.14.1 Holiday Pay When on Leave
9.14.2 Holiday When on Annual Leave or Day Off
9.14.3 Holiday When Scheduled To Work
9.14.4 Holiday When Called In To Work
9.15 Administrative Leave
9.16 Unpaid Leave of Absence (revised 2016)
9.17 Light and/or Limited Duty
9.17.1 General Guidelines
9.17.2 Workers Compensation – Work Incurred Injury or Illness
9.17.3 Temporary Disability due to Personal Injury or Illness

POLICY 10: PERFORMANCE MANAGEMENT
10.0 Performance Appraisals
10.1 Timeline
10.2 Performance Ratings
10.3 Work Improvement Plan

POLICY 11: DISCIPLINARY PROCEDURES
11.0 General Provisions
11.1 Forms of Disciplinary Action
11.2 Typical Causes for Disciplinary Action
11.3 Documentation of Disciplinary Action
11.4 Required Notification

POLICY 12: SEPARATION FROM EMPLOYMENT
12.1 General Procedures
12.2 Definitions
12.3 Return of City Property
12.4 Voluntary Separation
12.4.1 Resignation
12.4.2 Retirement
12.4.3 Employment References
12.5 Involuntary Separation
12.5.1 Layoff
12.5.2 Discharge of Employees (revised 2016)
12.5.3 Termination of Appointed Employees
12.6 Exit Interviews

A Welcome to Our New Employees

It is with pleasure that we welcome you to the staff of the City of Mitchell. Your appointment to your new position with us is one of which you can be proud.

YOU represent the City of Mitchell to our customers and others in the community with whom you will have contact. The extent to which the City is considered friendly, knowledgeable, efficient, reliable, and trustworthy will be measured by how others see these qualities in you. We encourage you to use your talents in a way that encourages positive customer relations. If, during the course of your employment, you find ways to improve the City's operations or services or have ideas that would be beneficial in the work environment, please bring those ideas forward!

This Personnel Policy and Procedures Manual has been prepared to guide you in better understanding our policies, procedures, and practices concerning employment matters. The goal of these policies are to ensure fair and consistent administration for the benefit of all employees. You should familiarize yourself with its contents at your earliest opportunity and keep it handy as a periodic reference source. While the policies and procedures outlined in this manual should give you answers to most of the general questions you might have about your job or our programs and procedures, it cannot cover every situation that might arise. If you have questions about these guidelines or need further information about work-related subjects, please consult with your Department Head or the Human Resources Director. As changes are made to this manual, we will ensure that you get replacement pages so that your copy always remains current.

As you start employment with the City of Mitchell, you will find that your associates are ready to assist you, and you will receive on-the-job guidance to acquaint you with your new duties and responsibilities.

Again, welcome to our team of hard-working and talented staff, and please accept our wishes for success in your new position.

Sincerely,

Mayor Jordan Hanson

Notice to all Employees: At-Will Employment

The purpose of this Personnel Policy and Procedures Manual is to provide the City of Mitchell's employees with a common reference to the basic information that governs an individual's employment with the City.

The authority to enforce the provisions set forth in this manual rests with the City Council. For the purpose of this manual, the term Supervisor will be used for Department Heads, Assistant Department Heads, Division Directors, Assistant Division Directors, Foremen, and Coordinators. All Supervisors are encouraged to adopt and enforce policies and procedures which are unique to a specific department or division which are consistent and not in conflict with the policies and procedures adopted by the City Council.

This manual neither implies nor establishes a contract between the City of Mitchell and the employee. The contents of this Personnel Policy and Procedures Manual summarizes current City policies and programs and are intended as guidelines only. The City of Mitchell retains the right to change, modify, suspend, interpret, or cancel in whole or in part any of the published or unpublished personnel policies or practices of the City, without advance notice, without having to give cause or justification to any employee. Recognition of these rights and prerogatives is a term and condition of employment and continued employment. As such, the contents of this manual do not constitute the terms of an employment contract. Employment with this City is on an "at-will" basis; meaning that employment terms can be terminated by either party, employer or employee, for any reason not expressly prohibited by law.

POLICY 1: PURPOSE AND USE

1.0 Purpose of Policies and Procedures

The City of Mitchell, herein referred to as The City, enacts the Personnel Policy and Procedures Manual to ensure all personnel issues are adhered to and to provide personnel administration. In the event a question arises out of the Personnel Policy and Procedures Manual, an employee should direct questions to their immediate Supervisor. The policies and procedures for personnel administration are enacted by the City of Mitchell in order to further the following goals:

- To provide a uniform and sound personnel administrative system throughout the City.
- To inform employees of the general policies and procedures of the City and the benefits and obligations of employment with the City.
- To ensure that all personnel actions are based upon employee qualifications (knowledge, skills, and abilities) and job performance and are in compliance with federal and state law.
- To serve as written documentation of the City's commitment to fair employment practices and equal employment opportunity.
- To assist Supervisors in carrying out sound, equitable, and consistent personnel administration and in making effective use of their human resources.
- To promote and encourage communication between the employer or Supervisor and the employee.
- To protect the rights of the employee and employer throughout the employment relationship and to ensure that the responsibilities of both parties are carried out.

1.1 Application

The Personnel Policies and Procedures Manual applies to all City employees including appointed officials, full-time, part-time, seasonal, and volunteer, but specifically excluding independent contractors, and excluded classes as specified in the policy itself. In the event of a conflict between these policies and any collective bargaining agreement or state and federal law, the terms and conditions of that agreement or law shall prevail.

1.2 Revision

The City specifically reserves the right to repeal, modify, or amend any of these policies without advance notice, in its sole discretion, without having to give cause or justification to any employee. Recognition of these rights and prerogatives is a term and condition of employment and continued employment. The Human Resources Director will be responsible for the maintenance and upkeep of the personnel manual. Policies may be revised, amended, or deleted upon approval of the City Council. These changes will be distributed to employees in a timely fashion.

This manual does not confer a contract of employment. These policies are provided as a reference of present policies and not a guarantee of an employment or specific employment benefits.

1.3 Disclaimer

The City recognizes that South Dakota is an employment at-will state and the City hereby declares that all employees of the City are at-will employees for employment. This means that either party is free to terminate the relationship at any time, with or without reason, and with or without notice. Any written or oral statement to the contrary by a Supervisor or any other agent of the City is invalid and should not be relied upon by any prospective or existing employee.

POLICY 2: NON-DISCRIMINATION AND ANTI-HARRASSMENT

2.0 Statement -- Equal Employment Opportunity

It is the policy of the City of Mitchell to provide a workplace free of discrimination on the basis of race, color, religion, national origin, age, gender, disability or veteran status.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, recruiting, layoff and recall, promotions, training, terminations, working conditions, compensation, fringe benefits, retirement plans, disability leave and other terms and conditions of employment.

Discriminatory practices also include harassment, employment decisions based on stereotypes or assumptions, and retaliation against an individual for filing a charge of discrimination, participating in an investigation or opposing discriminatory practices. This is prohibited behavior and employees have the right to be free from retaliation.

The City complies with federal and state equal employment opportunity laws and strives to keep the workplace free from all forms of harassment and discrimination. The City considers harassment and discrimination in all forms to be a serious offense. Disciplinary action for violations of this policy may include termination of employment.

Any individual who believes that they have, or a specific class of individuals has, been subjected to harassment of any type by another employee, contractor, patron, or any other individual associated with the City should bring this concern to the individual's Supervisor, Department Head, Human Resources Director or higher authority.

2.1 Nondiscrimination

It is the policy of the City to provide a work environment that is free from discrimination and harassment on the basis of age, race, color, religion, national origin, gender, marital status, disability, veteran status, pregnancy, ancestry, medical condition, sexual preference, and any other protected group status in its educational programs, activities, or employment policies and activities as outlined in section 2.0.

Inquiries regarding non-discriminatory policies in employment may be directed to the Human Resources Department.

2.2 Americans with Disabilities Act (revised 2009)

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections to individuals with disabilities in the area of employment, public accommodations, state and local government services and programs. Title II of the ADA states, in part, that *"no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subject to discrimination in programs or activities sponsored by a public entity."* In addition, amendments to this act (effective 09/2008) modify definitions of a "disability that substantially limits major life activities" and requires that accommodation for applicants/employees shall be an interactive process. The City has adopted this policy to provide prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the ADA. For any questions or concerns about the ADA or accommodations, please contact Human Resources.

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2.2.1 Complaint Procedure – Discrimination on the Basis of Disability

The City has adopted this procedure to provide prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the ADA or its Amendments.

An individual who believes that they have, or a specific class of individuals with disabilities has, been subjected to unlawful discrimination on the basis of that disability by the City may, by the individual themselves or by any authorized representative, file a complaint. Complaints should be addressed to Director of Human Resources, 612 North Main, Mitchell, SD, 57301, phone 605-995-8417 who has been designated to coordinate ADA compliance efforts. The complaint process is as follows:

A. A complaint must be filed in writing and contain: the name and address of the individual or representative filing the complaint, a description of the alleged discriminatory action in sufficient detail to inform the entity of the nature and date of the alleged violation, and be signed by the complainant or authorized representative. Complaints filed on behalf of third parties must describe or identify the alleged victims of the discrimination.
B. The complaint must be filed within 180 days after the alleged violation occurs. This time may be extended for good cause shown.
C. The Human Resources Director will promptly conduct an informal, but thorough investigation of the complaint. All interested parties shall be afforded an opportunity to submit evidence relevant to the complaint.
D. A written determination of the validity of the complaint and a description of the resolution will be issued and a copy forwarded to the complainant after completion of this investigation. The filing shall include: finding of fact and conclusions of law, a description of a remedy for any violation found, and a notice of the rights available to both the entity and the complainant, including the complainant's right to file a private suit.
E. The complainant may request a reconsideration of the complaint in cases where the complainant is dissatisfied with the resolution. The request for reconsideration must be made to Mayor and City Council within 5 working days of the original finding.
F. Nothing in this procedure should be construed as preventing an individual from pursuit of other remedies including filing the complaint with any federal agency the individual believes is appropriate or with the U.S. Department of Justice. This procedure also does not preclude the individual's right to file a lawsuit in federal district court.

2.2.2 Disability Accommodation

The City is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA) and all amendments thereto including, but not limited to, the Americans with Disabilities Act Amendments Act (ADAAA). It is the City's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. The employee or employment applicant shall inform the Supervisor or the Human Resources Director of the need for an accommodation, and the City shall engage in an interactive process regarding the request. The City may request documentation of the functional limitations to support the request. Such documentation shall be treated as a confidential record and not kept in the personnel file but in a separate file. The City prohibits any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation.

2.3 Anti-Harassment

The City of Mitchell is committed to providing a supportive, positive working environment, free of harassment, whether the harassment is of a sexual nature or in reference to any protected group status. Any behavior that creates or contributes to an intimidating, hostile, or offensive environment is absolutely prohibited and will result in disciplinary action, up to and including termination. Harassment and offensive behavior may take different forms and may be verbal, non-verbal, or physical in nature.

2.3.1 Harassment on the Basis of Protected Characteristic

Harassment consists of unwelcome conduct, whether verbal, non-verbal, or physical, that is based upon a person's protected status, such as age, race, color, religion, national origin, sex, marital status, disability, veteran status, pregnancy, gender, ancestry, medical condition, sexual preference, and any other protected group status. Harassment includes conduct that denigrates or shows hostility or aversion toward an individual because of the individual's protected status or that of the individual's relatives, friends, or associates. It is a form of employee misconduct which is demeaning to another person and undermines the integrity of the employment relationship. The City believes that every employee has the right to a working environment free from all harassment.

2.3.2 Sexual Harassment

EEOC Guidelines define sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. Sexual Harassment has two definitions, they are:

Quid Pro Quo – Quid Pro Quo is a threat or insinuation, either explicitly or implicitly, that an employee's refusal to submit to sexual advances or refusal to tolerate or participate in unwanted conduct or communication of a sexual nature will adversely affect the employee's terms and conditions of employment, including but not limited to wages, advancement, evaluation, assigned duties, shift assignment, career development, etc.

Hostile Work Environment – A Hostile Work Environment is any conduct or communication of a sexual nature, which has the purpose or effect of substantially interfering with work performance or of creating a hostile, intimidating, or offensive employment environment that may be considered offensive to another employee.

Sexual harassment may include, but is not limited to, such actions as: sexually-orientated verbal "kidding", sexual jokes or innuendo; foul language, obscene gestures; display of sexually suggestive digital or printed material or objects; unwanted physical contact such as brushing up against another's body or unwanted touching; graphic verbal commentaries about an individual's body, manner, sexual prowess or deficiency. While such conduct generally can amount to sexual harassment only if it is both unwelcome and either severe or pervasive, the City nonetheless discourages any such conduct in the workplace, regardless of the circumstances.

The following circumstances may be present in instances of sexual harassment:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's Supervisor, an agent of the employer, a Supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could by anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.

2.3.3 Reporting an Incident of Harassment or Sexual Harassment

Everyone at the City is expected to avoid any behavior or conduct that could be interpreted as unlawful harassment. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

A. Employee Action Encouraged:

If an employee believes that they have been subject to harassment based on a protected characteristic or sexual harassment, or is subject to behavior that is unwelcome, offensive, or in poor taste the City recommends that the employee makes their unease or disapproval known to the harasser if they feel comfortable doing so, and report the situation immediately to the employee's Supervisor, Department Head, or the Human Resources Director. If the employee does not feel comfortable addressing the harasser directly, they should report the incident to any level of authority, which could include the employee's Supervisor, the Department Head, or the Human Resources Director. Make a written record of the date, time, and nature of the incident(s) and the names of any witnesses. It is the policy of the City to investigate all reports.

False and malicious reports of harassment, discrimination, or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action. Publicizing information about alleged harassment without following the reporting procedures might be considered evidence of a malicious intent on part of the accuser.

B. Supervisor Responsibilities

Supervisors are required to deal expeditiously and fairly with all allegations of harassment or sexual harassment within the Supervisor's department, **whether or not there has been a written or formal complaint.** Supervisors must:

- Contact the Human Resources Director. Act promptly to investigate harassment or sexual harassment or inappropriate sexually oriented conduct using guidance from the Human Resources Director.
- Maintain confidentiality throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.
- Take corrective action to prevent prohibited conduct from reoccurring. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination, as the City believes appropriate for the circumstances.
- **Supervisors who knowingly allow or tolerate harassment or sexual harassment are in violation of this policy and are subject to discipline**.

The City encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. The City is committed to providing a workplace free of all forms of discrimination and harassment. City employees are required to refer all harassment complaints they receive (formal or informal, resolved or not) to the Human Resources Director. The City will make a thorough, confidential, and impartial investigation of the complaint. All employees must cooperate with any such investigation. The City will take prompt remedial measures to immediately end the offending action.

A formal complaint of harassment or discrimination may be initiated in lieu of, during, or following this informal process as provided by State or Federal law. Refer to Section 2.5 for the formal complaint procedure.

2.4 Retaliation Prohibited

The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

2.5 Formal Complaint Procedure

-- Discrimination, Harassment, Sexual Harassment, or Retaliation

It is the City's policy to comply with the letter and spirit of applicable federal, state, and local laws, ordinances and statutes concerning equal employment opportunity and nondiscrimination. The City pledges that it will make a determined and sustained effort to prevent and eliminate any discrimination within the organization, in part by implementing the measures outlined below. This commitment also extends to giving full consideration to the employment of disabled persons for work for which they are qualified.

The City has adopted this procedure to provide prompt and equitable resolution of complaints alleging any action prohibited by the Equal Employment Opportunity Commission (EEOC).

Any individual who believes that they have, or a specific class of individuals has, been subjected to unlawful discrimination may, by the individual themselves or by any authorized representative, file a complaint.

A complaint must be filed in writing and contain: the name and address of the individual or representative filing the complaint, a description of the alleged discriminatory action in sufficient detail to inform the entity of the nature and date of the alleged violation, and be signed by the complainant or authorized representative. Complaints filed on behalf of third parties must describe or identify the alleged victims of the discrimination. Further, all complaints filed at any level as described herein must be forwarded to the Human Resources Department.

Initial complaints should be directed to the individual's immediate Supervisor. The immediate Supervisor and the individual complainant should attempt to resolve the complaint at this level. The immediate Supervisor shall have ten (10) working days from the date(s) they were made aware of the complaint in official written form to provide a written proposed resolution for the complaint to the complainant.

NOTE: In the event, the employee does not feel comfortable going to the immediate Supervisor, they should pass over this step and begin this process at the next available and appropriate step or alternatively, any complaint can be made directly to the Human Resources Director.

In the event the complainant is not satisfied with the action of the immediate Supervisor, they shall have ten (10) working days from receipt of the formal written proposed resolution from the immediate Supervisor to forward the complaint to the Department Head. The Department Head will attempt to resolve the complaint at this level. Upon receipt of the formal complaint, in written form, the Department Head shall conduct an informal investigation and have ten (10) working days to provide a written proposed resolution to the complainant regarding the complaint.

In the event the complainant is not satisfied with the proposed resolution of the Department Head, they shall have ten (10) working days from receipt of the formal written proposed resolution form the Department Head to forward the complaint to the Human Resources Director.

Upon receipt of a formal written complaint, the Human Resources Director shall promptly conduct a thorough investigation of the complaint. All interested parties shall be afforded an opportunity to submit evidence relevant to the complaint. Thirty (30) calendar days will be allowed to insure adequate opportunity for all involved parties to present information and to insure the investigating authorities have sufficient opportunity to prepare findings of facts and conclusions. At the end of the time, the investigating authority shall provide their findings of facts and conclusions.

Files and records of all complaints filed are to be maintained by the Human Resources Department.

Nothing in this complaint procedure shall be construed as preventing an individual from pursuit of other remedies including filing the complaint with any federal agency the individual believes is appropriate or with the EEOC.

POLICY 3: GENERAL EMPLOYMENT POLICIES

3.0 City's Commitment to Drug and Alcohol Free Workplace

The City has a strong commitment to its employees to provide a safe, healthful and productive work environment and to promote high standards of employee health. Consistent with the spirit and intent of this objective the City will act to eliminate any substance abuse which could impair an employee's ability to safely and effectively perform a particular job and which increases the potential for accidents, absenteeism, substandard performance, and tends to undermine public confidence in the City's work force.

While the City has no intention of unreasonably intruding into the private lives of its employees, the City does expect employees to report for work in a condition to perform their duties, make the work environment safe for other employees, and represent a proper image to the citizens. It is clear that the employee off the job, as well as on the job, involved with drugs and alcohol can have an impact on the City's goals. *NOTE: A separate, more comprehensive policy is issued and compliance required of all CDL holders, Transit drivers, mechanics and mechanic Supervisors, and all Public Safety employees. Refer to the City of Mitchell Drug & Alcohol policy manual.*

3.0.1 Prohibited Behavior - Responsibilities toward a Drug and Alcohol Free Workplace

The unlawful manufacture, distribution, dispensing, possession, or use of illegal drugs including THC products or substances, or alcohol while on duty is prohibited and is a proper cause for disciplinary action.

Any illegal drug including THC products or substance possessed while on duty by employees will be turned over to the appropriate criminal justice agencies and may result in criminal prosecution. This does not apply to public safety officers who are in possession of an illegal controlled drug or substance while acting in the line of duty. Controlled drugs or substances prescribed by a licensed physician are considered illegal drugs if they are used in a manner other than as prescribed or by a person that cannot produce a legal prescription.

Employees are prohibited to be under the influence of illegal drugs including THC products or substances or alcohol on the job.

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgement may be adversely affected must be reported to the Supervisor or Department Head. Medical advice should be sought, as appropriate, while taking such medication and before performing any safety-sensitive duties.

The use, sale, and possession of illegal drugs including THC products or substances while off duty and off City premises, which results in a criminal conviction, are unacceptable. Off-duty, alcohol-related, criminal conviction is also unacceptable. This 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.

3.0.2 Employee Responsibilities and Guidelines

Employee responsibilities include, but are not limited to:

An employee must not report to work while the employee's ability to perform their job duties is impaired due to on or off duty alcohol or drug use including THC products. 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 including THC products.

An employee must not possess or use alcohol, illegal drugs including THC products, or prescription drugs without a prescription during working hours or while subject to duty, on breaks, or during a meal period.

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.

An employee arrested for using, possessing, manufacturing or distributing an illegal drug including THC products or substance must notify their Supervisor prior to commencing their safety sensitive duties. An arrest will be considered reasonable suspicion and the employee will not be able to commence work without a negative test result.

An employee convicted of any drug statute must notify their Supervisor no later than five (5) days after such conviction.

Any violations of the above stated may result in immediate disciplinary action.

3.0.3 Management Responsibilities and Guidelines

Management responsibilities include, but are not limited to:

Supervisors will not physically search an employee or search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.

Supervisors will notify Public Safety when they have reasonable suspicion to believe that an employee may have illegal drugs including THC products in the employee's possession or in an area jointly or fully controlled by the City.

Any Supervisor 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 the employee may be subject to disciplinary action. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. The City shall take all reasonable action to provide for safe transportation of the employee from the work site.

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.

3.1 Drug and Alcohol Testing

3.1.1 Pre-Employment Drug Testing

All candidates that receive a verbal or written conditional offer of full-time employment will be required to complete a drug screen collection as a pre-employment condition. Employment with the City of Mitchell will be contingent upon the appropriate results of the testing. In doing so, the City is striving to maintain and ensure a safe working environment for all employees.

Candidates will be subject to a 10-Panel Non-DOT drug screen unless they are applying for a DOT position, in which case the tests will be conducted using a DOT format. The cost of the testing is covered by the City. Candidates who refuse to submit to a drug test, who fail to show up for a drug test without an appropriate reason, or who test positive will no longer be considered for employment. A positive result of a City required drug screen for marijuana (THC), a medical marijuana card will not be considered a legitimate explanation for a positive result by a Medical Review Officer and thus will not excuse a positive test. The City of Mitchell has an established provider for all candidates to use for the drug screening. This provider is Avera Queen of Peace Occupational Medicine. The pre-employment testing will be scheduled by the Human Resources Director.

3.1.2 Reasonable Suspicion Testing for Drugs and/or Alcohol

The City may request that the employee undergo drug and alcohol testing if there is a "reasonable suspicion" that the employee is under the influence of drugs or alcohol during work hours. All City Supervisors are trained on an annual basis for recognition of "reasonable suspicion" signs and symptoms. A reasonable suspicion referral for testing will be made by a trained Supervisor or other trained City official on the basis of specific, contemporaneous, articulable observations concerning the

appearance, behavior, speech, or body odors of the employee. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a Supervisor, Department Head, or other individual for assistance
- Information provided by a reliable and credible source with personal knowledge
- Direct observation of drug or alcohol use
- 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)

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 will secure a signed release statement from the employee to have the hospital/physician release medical information to the City.

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion exists may be considered insubordinate and may be subject to disciplinary action. A positive test result from the drug and/or alcohol test confirming the reasonable suspicion may result in disciplinary action up to and including discharge.

The proper authority is required to detail in writing the specific facts, symptoms, and/or observations, which led to the reasonable suspicion. This documentation shall be given to the Human Resources Department and placed in the employee's 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 test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee.

3.1.3 Post- Accident Drug and Alcohol Testing

The City of Mitchell will conduct an alcohol and drug test of an employee within two (2) hours of a "reportable work related accident" on duty during their operation of a motorized vehicle, machinery, or equipment where the actions of the employee could have contributed to the accident. A reportable work related accident shall include but is not limited to any of the following:

A. Death of a person regardless of the amount of vehicle damage
B. The employee receiving a citation for a moving traffic violation as a result of the incident
C. Bodily injury to any person involved in the accident requiring emergency medical care
D. One or more vehicles incurring disabling damage and must be towed from the scene as a result of the accident
E. In addition, drug (including THC) and alcohol testing may be done in unusual circumstances at the direction of law enforcement officials, at the discretion of a Supervisor, or at the request of the City employee involved.

If the employee(s) in the work related accident is not tested for alcohol within 2 hours of the accident the reasons will be documented by the attending Supervisor. After 8 hours, all attempts to conduct the alcohol test will cease and the reasons will be documented by the attending Supervisor

If a urine sample for a controlled substance (drug) testing has not been collected from the employee within 3 hours following the accident, all attempts to conduct the controlled substances test will cease and the reasons will be documented by the attending Supervisor.

An employee subject to post-accident testing must remain available for testing following the accident or the employee will be considered to have refused to submit to testing

The employee is prohibited from using any alcohol for eight (8) hours following the accident or until the employee has undergone a post-accident alcohol test, whichever comes first.

Nothing in this section will be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit and employee from leaving the scene of an accident

for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

All post-accident drug and alcohol testing stipulations as stated in this policy also apply to volunteers who are working on behalf of the City at the time of a “reportable work related accident”.

3.1.4 Random Testing

The following employees are subject to Random Testing, due to their positions as safety sensitive employees. CDL drivers (FMCSA), Transit drivers, mechanics, dispatchers, and Supervisors (FTA), and Public Safety detectives, sergeants, patrol officers, communication specialists, battalion chiefs, and fire fighters (PS) . Refer to the Separate Policy for DOT (FTA & FMCSA) and Safety Sensitive Positions regarding Random Testing. CDL Drivers must take their CDL license with them to the testing site.

3.1.5 Confidentiality of Records

Laboratory or medical reports regarding the results of alcohol or controlled substance testing will not appear in an employee’s official personnel file. Information of this nature will be contained in a separate medical file that will be securely kept under the control of the Human Resources Office.

3.1.6 Consequences of Violation

A pre-employment controlled substance (drug) test with positive results will follow standard confirmation guidelines, and upon confirmation the conditional offer of employment will be withdrawn. The City of Mitchell has a zero-tolerance policy for illegal drugs. The City does not conduct pre-employment alcohol testing.

A positive test for controlled substance (drugs) will result in immediate removal from work with a paid suspension, and referral to a Substance Abuse Professional (SAP). A positive result of a City required drug screen for marijuana (THC), a medical card will not be considered a legitimate explanation for a positive result by a Medical Review Officer and thus will not excuse the positive result. The TPA (third party administrator for drug & alcohol protocols) will follow confirmation guidelines and when confirmed, the employee will be terminated. The City of Mitchell has a zero-tolerance policy for illegal drugs.

A positive test for alcohol with a BAC (blood alcohol concentration) level 0.02 – 0.39 will result in immediate removal from work, with disciplinary action including a mandatory one day unpaid suspension, up to and including termination.

A positive test for alcohol with a BAC of .04 and above will result in immediate removal from work with one day paid suspension, referral to a Substance Abuse Professional (SAP) and termination.

A DUI conviction on the job will result in termination and referral to a Substance Abuse Professional. A DUI conviction off the job resulting in loss of job-required license where the position requires such licensing as a condition of employment may be subject to disciplinary action including termination.

Refusal to test will be considered insubordination and will result in disciplinary action up to and including termination. An adulterated or substituted specimen will be considered a refusal to test.

3.2 Workplace Violence and Bullying Prohibited

It is the policy of the City of Mitchell that threats, threatening behavior, bullying, and acts of violence by employees against employees or other individuals on the City of Mitchell property will not be tolerated. All threats will be taken seriously. It is the goal of the City to rid all work sites of violent behavior or the threat of such behavior. The prevention of violence, and the reporting and management of critical incidents are shared goals of all employees.

Violence, or the threat of violence, by or against any employee of the City of Mitchell or any other person while at a City work site is strictly prohibited and will subject the perpetrator, if an employee, to serious disciplinary action up to and including termination of employment, and in all cases, possible criminal prosecution.

Unless otherwise authorized under South Dakota law, the possession, use, or threat of use of dangerous weapons, including all firearms, by any person, is not permitted at City work sites or in a City vehicle. Unless otherwise authorized under South Dakota law, the possession of dangerous weapons, including all firearms, by City employees at City work sites or in a City vehicle, is permitted only with written approval of the Mayor, upon recommendation of the Chief of Public Safety and when a necessary and approved requirement of the employee's City job. Lawful possession of dangerous weapons by non-City employees, with the exception of law enforcement officers at City work sites should be monitored and, when possible, the person in possession will be requested to remove the weapon from the work site.

Definition: For the purpose of this policy, violence is defined as, but not limited to:

A. The use of physical force with the intent to cause harm.
B. Acts or threats in any form or manner which are intended to intimidate or cause fear of harm.
C. Harassment – The act of creating a hostile or intimidating work environment by means of words, actions or physical contact which have the purpose or effect of alarming, insulting, or provoking another person.
D. Sabotage – The intentional damage of City-owned or personal property, or acts intended to cause such property to fail to operate, or to operate improperly; or, the movement or concealment of such property with the intent of interfering with the ability of the owner or authorized user to locate it.

Not included are any actions taken in the legitimate exercise of responsibility or authority by a City employee.

Guidelines for Violent Incident Response

In an emergency situation involving actual or potential violence, the first priority is to protect the safety and well-being of persons involved. Because each situation involves unique factors, the following guidelines are intended to provide general guidance. The key elements are safety, reporting, coordination, and control.

Recommendations for Dealing with Customers or the General Public:

A. The employee should use their verbal and non-verbal skills to try to de-escalate the situation.
B. If the situation does not de-escalate, a Supervisor (if present) should assist the employee in dealing with the angry person.
C. At any time when an emergency occurs such as physical threat, immediately call the emergency number (911) and report as many details as possible so that appropriate emergency units can be dispatched.
D. An employee who is involved in or who witnesses a critical incident shall immediately contact the Supervisor or Human Resources Director. Notify an authority figure immediately after the event – there is no need to follow a particular chain of command.
E. The Department Head or other department representative shall immediately contact Human Resources, who shall provide guidance for employee assistance, investigation, and follow-up.
F. Each department has had training and designed an "Active Shooter" response plan which was approved by the Department of Public Safety. Department Heads should review this plan with staff at least once per year. If a person enters the lobby, office, or any City area using a weapon to carry out a physical attack this plan should be enacted immediately.

Recommendations for Dealing with Employee Altercations:

These guidelines are intended to aid Supervisors in dealing with violent or potentially violent situations at work where the Supervisor is in a position to intervene and control the situation.

In circumstances deemed by the Supervisor to be an emergency, call 911. Then, contact the departmental head and Human Resources. It is understood that the actions of a Supervisor or other employee will depend on the

seriousness and nature of the incident. However, consistent with personal safety, Supervisors are to make a good faith effort to defuse violent or potentially violent situations as quickly as possible in order to prevent their escalation and creation of a threat to others. The term altercation as used in these guidelines includes actual or threatened violence including verbal or physical confrontation or assault, or attempts at such assault.

A. Use verbal skills to separate the individuals involved. Do not allow a minor altercation to escalate into something more serious. If the individuals cannot be separated using verbal skills, call 911 and follow the steps previously described. No employee should physically insert themselves into the situation.

B. Once the situation is controlled, notify a Supervisor. The Supervisor will separately interview all persons involved, including any witnesses, in order to obtain an accurate account of the incident. Document in written form the statements of witnesses.

C. All City of Mitchell employees are responsible for notifying a Supervisor of any threats which they have witnessed, received, or have been told that another person has witnessed or received.

D. The Department Head should contact Human Resources to receive help in making a decision on the appropriate action that should be taken.

Corrective Action and Discipline

Workplace altercations, including those involving only verbal exchanges, justify appropriate corrective action. Human Resources should be contacted for guidance.

The CONNECTIONS Employee Assistance Program (EAP) has the capability of providing post-incident counseling for employees and their families. Organizations that have experienced critical incidents have found that such incidents in the workplace affect not only those directly involved, but produce psychological trauma to others in the organization as well. The Human Resources Office will involve EAP resources as indicated.

3.3 Smoke Free Environment

The City emphasizes good health and supports the right of all employees to work in an environment free of recognized hazards. As smoking and vaping have been identified as a leading cause of significant health issues, and in view of the hazardous effects of smoking and vaping on the health and well-being of City employees and visitors, it is the policy of the City of Mitchell and in accordance with applicable state law that smoking and vaping shall not be permitted in City buildings. Further, no smoking or vaping will be permitted in any City vehicle or in equipment owned, leased, or occupied by the City of Mitchell. Outdoor designated smoking and vaping areas may be established by the Department Head and submitted to the City Administrator for approval. If the outdoor smoking and vaping area is not properly maintained (i.e. – cigarette butts found on the ground), it will be eliminated as a smoking and vaping area. Progressive disciplinary action will be applied for non-compliance of this policy.

3.4 Adverse Weather

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 that 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 8am – 5pm) for inclement weather or emergency, the same will be awarded in equal amounts to employees that are required to stay and work during the closure period that occurred during normal business hours (8am – 5pm Monday – Friday).

3.5 Soliciting

To protect employees from being subject to frequent solicitations, no vending, selling, or soliciting will be allowed by or to employees unless approved by the Supervisor. If approved by the Supervisor, vending, selling, or solicitations may only be offered during break periods and lunch periods.

3.6 Gift and Gratuities

It is the policy of the City that employees are prohibited from soliciting or accepting any rebate, reward points, money, entertainment, gift, or gratuity (except meals during business meetings) from any person, company, firm, or corporation. Food or Meals provided onsite as a token of appreciation must be shared and available to all on-duty staff. Food Coupons may be accepted by Administrative Staff as long as each coupon has a nominal value and enough coupons are provided to distribute to the entire staff.
Any vendor program offering rebates or award point related to the purchase of goods and services must be submitted to the Finance Office. Incidental benefits such as frequent flier miles or lodging reward points accumulated by city employees for their City sponsored or reimbursed travel expenses are allowed. City employees using a personal credit card to pay travel expenses may accumulate frequent flier miles, reward points and rebate offered by their credit card company. In making travel decisions however, city employees must make arrangements that provide the best value for the City of Mitchell.

Abuse of this policy may subject the employee to disciplinary action. Personal receipt of gifts is prohibited, and if received, must be reported immediately to the Department Head and submitted to the Human Resources Department for use as door prizes for employee events such as the Employee Recognition Banquet. Gifts of an advertising or promotional nature may be accepted by individuals if the value is under $15.00 (examples include mugs, calendars, pens, caps, etc).

3.7 Outside Employment

Outside employment, either self-employment or for some firm or business, may not be performed by a City employee without prior written approval of their immediate Supervisor. Such work shall not interfere with scheduled hours of duty or adversely affect the quality of work. This additional employment must not cause embarrassment to the City or cause the City employee to practice a private profession or business during regular working hours. The Supervisor may rescind prior approval if the additional outside employment begins to interfere with the employee's City duties. The Supervisor shall provide the employee with written notification if the approval is to be rescinded.

3.8 Supervisor

A Supervisor's role is to instruct and direct duties of positions that are assigned to their Department or Division and periodically evaluate performance. Authorization for pay, promotion, annual leave, sick, leave, holiday pay, and other fringe benefits begins with the Supervisor. The Supervisor is responsible for setting up schedules, covering working hours, assignments, and days off, so that there is no interruption of service. The Supervisor is the employee's initial communication channel with the rest of the City. The Supervisor should be contacted first with any questions or problems regarding work policies and procedures. Supervisors are expected to maintain a professional working relationship with subordinates.

3.9 Political Activity

Employees of the City are encouraged to exercise their right to vote. However, other political activity shall be restricted as this section provides. Failure to comply with this provision may result in immediate dismissal from City employment. Any employee of the City, regardless of the status, may seek any political office while employed by the City, provided that said employee may not seek any political office or actively campaign for any political office until after submitting, in writing to the City Council their intention to seek a political office, and that said employee shall never campaign, in any manner whatsoever, during hours of employment.

3.10 Attendance

It is the expectation of the City that all employees report to work on time and during their regularly scheduled hours. Employees who are unable to report for work on time are required to notify their immediate Supervisor or Department Head as soon as the employee realizes they will be delayed. Employees who are consistently late for work may be subject to disciplinary action, up to and including termination.

All absences are to be reported to the Supervisor prior to the absence. If an emergency situation exists, the employee is expected to notify the proper authority as soon as reasonably possible. Failure to provide notification in a timely manner may result in disciplinary action, up to and including termination.

Except in cases of an emergency, if an employee is absent more than 3 consecutive days without proper notification, the employee will be considered to have voluntarily resigned their position and/or may be discharged from City service. Reinstatement upon presentation of extenuating circumstances or reason for such absence shall be at the discretion of the Department Head.

Employees are also required to notify their Supervisor at least one day prior to return to work if there has been an absence of thirty (30) days or longer for any reason.

3.11 Seat Belt Policy

The City is committed to doing everything possible to prevent injury of employees, prevent damage to property and to protect the employees and the public from the results of accidents. The City realizes that safety belts are an important and efficient means to accomplish this goal. Thus, it is the policy that all City employees and the passengers of all City Employees shall be required to use seat belts in accordance with SDCL 32-38-1 when driving any City owned or leased vehicle (if equipped with seat belts) or while driving the employee's personal vehicles on official City business. Failure to comply with this policy may result in disciplinary action.

3.12 Technology Use Policy

The purpose of this policy is to establish procedures and standards for the use of City-owned information technology (IT) equipment. City IT resources are made available to individuals to assist in the pursuit of organizational goals. It is expected that users will cooperate with each other so as to promote the most effective use of IT resources and will respect each other's ownership of work even though it is in electronic rather than printed form. Employees shall use City technology (telephones, computers, Internet, email, etc.) in an appropriate manner. Reasonable and appropriate personal communications are allowed, however the employee must have **NO EXPECTATION OF PRIVACY.** Under no circumstances are employees allowed to use the City's information technology to engage in outside business interests, inappropriate, offensive, or illegal activities. All use of the City's information technology is the property of the City and can be reviewed at any time.

3.12.1 Technology Standards of Conduct

The general standards of conduct expected of a City employee or official also apply to the use of City IT resources. The resources include hardware, software, and data. Individuals and organizations will be held no less accountable for their actions involving IT than they would be in other situations. Examples of (but not limited to) conduct which violates the City's property rights with respect to those resources include:

- Copying City-owned or licensed software or data to another computer system for personal use without proper authorization;
- Attempting to modify City-owned or licensed software or data files without proper authorization;
- Attempting to damage or disrupt operation of IT equipment or communications lines;
- Attempting to intentionally access or modify data files, databases, directories, or software without proper authorization;
- Attempting to circumvent or subvert system or network security measures;
- Intercepting network traffic for any purpose unless engaged in authorized network administrative duties;
- Allowing access to computer resources by unauthorized persons;

3.12.2 Technology – Issues of Confidentiality

The City seeks to protect the civil, personal, and property rights of those actually using its computer resources and seeks to protect the confidentiality of City records stored on its computer systems from unauthorized access. Examples of conduct which involves the use of City computer resources to violate another's rights may include but is not limited to:

- Invading the privacy of an individual by using electronic means to ascertain confidential information;
- Copying or altering another user's software or data which has been obtained by illegal means;
- Abusing or harassing another user through electronic means;

- Using City computer facilities for illegal, immoral, or otherwise inappropriate purposes. Examples of this include, but are not limited to: transmission of violent, threatening, defrauding, obscene, illegal, or immoral materials;
- Deliberately using the network to disrupt other network users, services, or equipment.
- Disruptions include, but are not limited to: distribution of unsolicited advertising and propagation of computer "worms" and viruses.
- Use of the system to conduct non-City activities including the operation of a private business, conducting job searches, promoting religious beliefs, or forwarding political advertisements.

3.12.3 Technology -- Access Connections

- All internet E-mail addresses will be assigned by Information Technology to every authorized user on the City's computer network.
- Department Heads may authorize the purchase of a City cell phone and calling plan for authorized employees when ongoing official City use of a cell phone is required.
- Employees cannot use City owned cell phones to send or receive pictures or video messages unless it is City related and approved by the department head.
- Any damage to a City-owned cell phone should be reported to the employee's Supervisor. If lost or stolen, the employee should immediately report the loss to his Supervisor and the City's cell phone coordinator so that service can be cancelled.
- The City reserves the right to audit all City-owned cell phones and their use.
- The City allows, at the request of the employee and the approval of the Department Head, the use of a personal device and data plan to conduct City business. The employee will be reimbursed at a fixed rate.

3.13 Use of Cell Phones (personal and City-owned) for Personal Communication

- Employees may use personal cell phones or personal devices for personal communication on a limited and sporadic basis while working.
- Personal communication allowed on City cell phones is limited to calls and texts – videos and pictures of a personal nature are not acceptable. Any use of a City phone for personal use may be monitored, and the employee shall have NO EXPECTATION of Privacy. Personal information on City-owned devices is the property of the City and will not be returned to the employee when the City device is turned in at resignation, retirement, or involuntary termination.
- If the employee's use of phones or devices for personal reasons causes disruptions or loss in productivity, the employee may become subject to disciplinary action up to and including termination.
- Any employee who violates Policy #2 Non-Discrimination and Anti-Harassment while using a City or personal cell phone on company time will be subject to investigation and inspection of the device. Such employee will be subject to disciplinary action, up to and including termination.

3.14 Uniform & Equipment Allowance

If required, uniforms will be provided by and remain the property of the City. The City will also provide required safety clothing and personal protective devices.

3.14.1 General Full-Time Employees

General full-time employees may be provided up to $250 for clothing that meets the guidelines of the department-specific clothing policy. Department-specific policies are on file with the Human Resources Director, with the City Administrator, and at each department.

3.14.2 Police Sergeants

Police Sergeant uniform guidelines: Protective vests will be replaced every five (5) years, in accordance with the manufacturer's recommendation. An equipment allowance of $300 will be provided to be used during the same three (3) year period as patrol officers. The City agrees to reimburse the actual cost of employee's personal items damaged in the line of duty, including only the following: eye glasses, the actual cost of watches not to exceed $100 per incident and subject to the

approval of the division, personal property used in the performance of the job including tape recorders, not to exceed $100 per incident.

3.15 City Property

City equipment must be used exclusively for City business (copier, chainsaws, vehicles, equipment, etc.). Use of such equipment by City employees for personal use may result in disciplinary action up to and including termination. All employees that are assigned equipment will be required to return all items upon termination, including the Policy Manual.

3.16 Employee Use of City Vehicles

Vehicles that are owned or leased by the City of Mitchell and provided to employees and other authorized personnel for business purposes are not to be used for personal use. The only exception to this policy is for "de minims" use (for example, stopping for lunch or conducting a brief personal errand between business stops). For the purpose of this policy, the term "vehicle" shall include cars, trucks, and all other motorized vehicles.

3.16.1 General Requirements for City-Owned Vehicles

A. Passengers: Employees are forbidden to carry passengers who are not also City employees in City-owned vehicles unless there are legitimate business reasons for providing such transportation.
B. Vehicle Operation: No one other than a City employee is permitted to operate a City vehicle at any time.
C. Driving a City vehicle with a valid driver's license from another state is acceptable. However, full-time staff must obtain a South Dakota Driver's License within 9 months of hire (DOT guideline), and submit a copy to the Human Resources Department.
D. Cell phone use is not allowed unless the cell phone is used in a voice-operated or hands-free mode if the operator of the motor vehicle does not use the operator's hands to operate the cell phone, except to activate or deactivate a feature or function of the cell phone. Drivers of City vehicles are not allowed to make or receive personal calls while driving the vehicle.
E. Vehicle search: City-owned vehicles are subject to search by the applicable Department Head or their designee at all times without the knowledge or consent of the employee.
F. Traffic Violations: Employees are required to abide by all state and local traffic laws while operating a City-owned vehicle. Each employee is responsible for ensuring their driver's license is current, and may not operate a City vehicle if their license is suspended, expired, or revoked. All traffic and parking violations for which the employee is cited while operating a City-owned vehicle, and all traffic accidents involving a City vehicle must be reported immediately to the Human Resources Director. For "qualified accidents" the employee will be subject to post-accident drug testing. See policy # 3.
G. Loss of License: All employees must immediately notify their Department Head and Human Resources Department of the loss of their SD driver's license through revocation, suspension, or other ineligibility. If such license is required in the performance of job duties, disciplinary action may be taken, up to and including termination.
H. The Human Resources Department conducts driver's license checks on employees on an annual basis.
I. GPS Monitoring: All city-owned vehicles are subject to GPS monitoring. Employees shall have NO EXPECTATION of privacy in regards to the data generated, stored, reviewed, or otherwise used by a GPS device on a city-owned vehicle. GPS data will not be disclosed to an employee except when used in relation to a disciplinary matter or where required by law.

3.17 Dress Code

A clean, well-groomed appearance creates a good impression upon the public and fellow employees. The City expects employee appearance and dress to be consistent with the business climate in which they work. While on the job, employees represent the City, and should dress in a manner that is normally acceptable for their department as defined by the Supervisor. Employees must maintain reasonable levels of personal hygiene.

3.18 Public Relations (revised 2016)

All employees are responsible for providing their particular City services to the public in a courteous, polite manner. Employees are expected to maintain high standards of conduct and cooperation in their duties for the City.

3.19 Bonds

Should the City require an employee to be bonded, the City will pay all premiums of such bond.

3.20 False Records

The City of Mitchell will make every effort to prevent, deter and detect fraud by creating a culture of honesty and high ethics, by implementation of internal controls that identify, measure, and mitigate fraud risks, and by offering oversight including internal and external audits, including management and City Council review. Employees must not make or engage in any false record or communication of any kind including false expense, attendance, financial, or similar reports and statements. Employees who make or engage in false records may be subject to disciplinary action, up to and including termination.

3.21 Credit Card Acquisition and Use Policy

Cards – cards may be used to pay for pre-authorized purchases. The card may not be used to pay for meals that qualify for reimbursement through per diem, for gas put in personal vehicles as use of personal vehicles qualifies for reimbursement per mile at State Mileage Rates, or for any item which does not directly benefit the City of Mitchell. If a vendor has a City of Mitchell account, it is preferable to charge to the vendor account than use a general credit card.

Receipts – All purchases made with said card shall be accounted for with purchase receipts retained from the point of sale at which the item(s) were purchased. The employee initiating the purchase will list the item(s) acquired on the purchase receipt and their purpose. The department head shall immediately verify, by signature on the invoice, that the purchase was necessary and to the benefit of the City of Mitchell and shall submit the invoice to the Finance Office with appropriate account expense coding information. Charges submitted to the Finance Office for payment without the proper documentation will not be processed and may become the responsibility of the employee through garnishment. Personal use of the City credit card is strictly prohibited. Misuse of credit card accounts or repeated failure to provide proper documentation will be the responsibility of the employee and will be considered grounds for disciplinary action up to and including termination and any restitution.

Perks – Any perks, credits or items of value earned because of the use of said card may only be used for the benefit of the City and not for that of the cardholder. However, frequent flier credits may accrue to the employee/official actually incurring the credit, in accordance with Official Opinion No. 90-04 of the South Dakota Office of the Attorney General. (Policy added 4/08)

3.22 Safety

The City of Mitchell desires that all City operations are conducted in the safest manner possible. The City of Mitchell Safety Committee promotes safety and is responsible for the revision of the Safety Manual on a periodic basis. Each Department and Division is required to conduct safety training sessions at least once per month, to document such training and submit it for the Safety Records in the Human Resources Office. Each Supervisor is to review the safety manual with new employees and have them return the signature sheet to Human Resources within two weeks of hire. It is the responsibility of each employee to perform their assigned duties in the safest possible manner. All employees are responsible for observing City and department safety rules, and are to report unsafe working conditions or equipment to their Supervisors. 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. City Safety Manuals are available at the Human Resources Office.

3.23 Accident Reporting and Investigation

An Employee should report all work-related accidents and injuries, no matter how minor, to the employee's Supervisor or the Human Resources Department immediately. This is warranted for the employee's protection in case medical attention is necessary or in the event of some future complication caused by the accident.

A. **Employee Injury** – document using the Work Comp First Report of Injury, Medical Release Form, and a Supervisor's Investigative Report. Turn documentation in to Human Resources within 24 hours, or as soon as possible. Provide a copy of the First Report of Injury to the Employee.
B. **Damage to Property or Persons other than City Employee:** Report on a Property & Liability Claim form. Turn in all relevant accident or incident reports to Human Resources. If requested, direct outside claimants to contact Human Resources at 605-995-8417 to have a claim form emailed or mailed to them.

3.24 Employee Use of Social Networking

The City of Mitchell recognizes how the use of internet social networking sites and blogs can shape the way the public views our employees, vendors, and customers. Therefore, the following rules are guidelines for communicating City-related information via social networking whether used in or outside the workplace.

A. Use of Internet and Social Networking
Employees may not use City of Mitchell equipment to post on a personal blog or web page or participate in a personal social networking site during work time or off-duty time.

The City's email and internet communications are not private and will be monitored. The City reserves the right to monitor the content of individual employee files, email communications and Internet access. The City also has the right to block and/or monitor Internet access to any sites that the City deems to be offensive or inappropriate. In addition, employees found to be visiting sites that are not blocked that are subsequently found to be offensive may be subject to review and disciplinary action, up to and including termination.

B. Disclaimer
Any employee who mentions the City of Mitchell on a personal blog or social networking account must include a disclaimer that specifically states that the opinions and attitudes expressed are those of the employee alone and may not be aligned with those of the City. Employees may not use the City of Mitchell logo on personal sites without permission from the City Administrator.

C. Procedures
1. Only authorized employees can prepare and modify content for the City of Mitchell social networking entries. Examples of such acceptable entries include public safety announcements, snow alerts, and job postings.
2. Employees are prohibited against disclosure of Confidential Information or information that could breach the security of the City's computer system in any way.
3. Employees are prohibited from posting any material that would constitute harassment, hate speech, or libel.

D. This policy is not intended to restrict an employee's right to discuss wages and working conditions with co-workers or in any way limit employee's rights under the National Labor Relations Act.

POLICY 4: EMPLOYEE CLASSIFICATION

4.0 General

Proper classification of employees is important to administering salaries, determining eligibility under the City's employee benefits plan, and complying with employment and tax laws. The City offers regular full-time, year-round part-time and seasonal employment opportunities to meet a variety of staffing requirements and accommodate employee needs and preferences. The City may also use contract workers to respond flexibly to changing staffing requirements.

All employees, whether regular full-time, year-round part-time, temporary or seasonal, are classified as exempt or nonexempt for overtime and minimum wage requirements. There is a job description for each position.

4.1 Employee Classifications

A. Regular Full-Time Employee – A regular full-time employee is an employee who is employed by the City to work a predetermined schedule of at least forty (40) hours per week on a year around basis and has completed their introductory period. This includes employees who are not scheduled as a result of paid time off or an excused absence. A regular full-time employee may be exempt or nonexempt and is eligible for the following benefits:

Full-time Employee Benefits

Annual Leave - Sick Leave – Holiday Pay – South Dakota Retirement System -- Dental Insurance
Life Insurance (all full-time employees as defined by the City of Mitchell – 40 hours per week)

Health Insurance (employees working 30 hours or more per week, 1,560 per year, as defined by the Affordable Care Act (ACA) -- (revised 1/1/15)

Family and Medical Leave (after completion of 1250 hours in the past 12 months)

B. Regular Part-Time Employees – A regular part-time employee is one that has a job description that defines a schedule of working an average of 30 hours per week, a minimum of 1,560 hours per year. Regular part-time employees qualify for some pro-rated benefits and an offer of City Health Care, as required by the Affordable Care Act. Currently the City does not have any positions in this category. This type of position is classified as full-time under the Affordable Care Act

C. SDRS Part-Time Employees - All part-time employees have a job description which specifies a schedule of either less than 20 hours per week for at least a 6-month period, or an average of 20 hours or more for at least 6 months each year. Those positions designed for less than 20 hours per week average over a 6-month period do not qualify for benefits. Those positions scheduled for 20 hours per week or more on average over a 6-month period qualify for participation in the South Dakota Retirement System.

D. Seasonal Employees – A seasonal employee is one who is hired for 4–6 months or less. A seasonal employee can work unlimited hours as scheduled, and follows FLSA (Fair Labor Standards Act) overtime regulations unless working at a facility that is not open year-round such as the outdoor swimming pool. Seasonal employees are not eligible for benefits. These employees cannot work more than 1,560 hours in that six (6) month time frame. Employment by multiple departments are all counted towards the sixth month, and 1,560 hour limit. The employees in these positions, must be terminated at the end of the 6 month season, and they are not eligible for rehire until a year has passed from their initial hire date.

E. **Non-SDRS Part-Time Employees –** Non-SDRS Part-Time Employees are those who work 19.5 hours or less per week at least 7 months in a calendar year. Employment by multiple departments are all counted towards this limitation. These employees are also limited to 1,560 hours in a calendar year

4.2 Nonexempt and Exempt Status

The City classifies each employee or position as exempt or nonexempt:

Exempt Status – Exempt employees are not subject to federal and state overtime requirements. An employee is exempt if determined to be an executive, administrative, professional employee, computer specialist or outside sales representative as defined by the Fair Labor Standards Act (FLSA).

Nonexempt Status – Nonexempt employees are entitled to overtime pay of at least one-and-one-half times (1 ½) their regular rate for hours worked in excess of forty (40) hours in any work week. Any employee who is not classified as exempt is nonexempt.

Non-exempt Special Schedules

1. **Sworn Officers:** Sworn officers of the Mitchell Police Department are entitled to overtime pay of at least one and one half time rate for hours worked in excess of eighty-six (86) hours in a two week period.
2. **Fire-fighters:** Fire-fighters of the Mitchell Fire Department are entitled to overtime pay of at least one and one half time rate for hours worked in excess of two hundred and twelve (212) in a 28 day period.

4.3 Introductory Employee

The first twelve (12) months of employment will be considered an introductory period.

4.3.1 Purpose of Introductory Period

The introductory period is an intrinsic part and extension of the employee selection process during which time the employee will be considered in training and under careful observation and evaluation by Supervisory personnel. Generally, this period will be utilized to train and evaluate the employee's effective adjustment to work tasks, conduct, observance of rules, attendance and job responsibilities, and to provide for the release of any introductory employee whose performance does not meet required standards of job progress or adaptation.

4.3.2 Benefits while in the Introductory Period

Employees eligible for annual and sick leave, as defined above, will accrue benefits from the first day of employment in accordance with annual and sick leave policy. Employees will also be eligible for holiday pay. Life insurance eligibility begins on the first day of employment. Dental, Health, and Flex account eligibility begins on the first day of the month following 30 days of employment.

4.3.3 Completion of Introductory Period

After completion of the introductory period, the employee will be classified as a regular full-time employee, unless otherwise noted in a union Collective Bargaining Agreement (CBA).

POLICY 5: RECRUITMENT AND SELECTION

5.0 Recruitment and Hiring Policy

It is the policy of the City to recruit and fill job vacancies with the most qualified individual for the position. The City has three methods of recruiting qualified applicants to fill job vacancies in City employment:

- Promotion from within
- Transfer from within
- Open announcement and advertisement

Promotion and transfer opportunities for staff already employed with the City will be posted for 5 days where all employees can see it. Interested staff may apply by filling out an official City Application. This is not a guarantee of transfer or promotion, and all selections will be based on merit and fitness to fill the job vacancy.

All recruitment efforts are based upon equal employment opportunity and conducted without regard to age, race, color, religion, national origin, gender, marital status, disability, veteran status, pregnancy, ancestry, and any other protected group status.

5.1 Job Descriptions

The City of Mitchell maintains job descriptions for each position; full-time and part-time. This description establishes the minimum levels of education and experience necessary to qualify for the position as well as the essential duties of the job. Each description may also detail desired skills or qualifications that are preferred for the position.

5.2 Creation of New Positions

When a new position is created, and approved by the Mayor and City Council, the department head will work with the Human Resources Director to prepare a job description of the duties and qualifications, along with general information such as FLSA status, Department, etc. A Factor Analysis Process will be conducted with a committee made up of the City Administrator, Human Resources Director, Department Head, Immediate Supervisor, and the City Attorney. This process determines placement on the wage grid.

5.3 Job Advertising

Announcements for full-time and part-time job vacancies will include: the job title, a brief job summary, minimum qualifications, closing dates, contact information, and location to send applications. All announcements and advertisements will state that the City is an Equal Opportunity Employer. All public announcements of employment opportunities will be advertised internally and externally. Open full-time positions will also be posted internally in a visible location in each department for 5 working days for all employees to see.

5.4 Applications for Employment

Online applications are available through www.cityofmitchell.org and paper applications are available at the Human Resources Department. An official City application must be filled out for each position an individual is applying for. Although applications will be maintained on file for three (3) years, a new application is required for each position applied for. Applicants may also submit letters of introduction and a resume.

5.5 Eligibility

To be eligible for employment with the City, applicants must be legally eligible to be employed in the United States as proven on the required I-9 form. If born after December 31, 1959 and male, applicants must be registered for the selective service. (Required by federal law and SDCL 3-1-1.1).

5.6 Veterans Preference

Veterans that provide an honorable discharge form (DD214, DD214R or NGB22) and meet the minimum qualifications of a position are guaranteed an interview for the position. Where all other qualifications are equal, preference in employment will be given to veterans who have served on active duty and been honorably discharged from the armed forces of the United States using the definition of veteran listed is SDCL 33-17-1 and the periods specified in 33-17-2.

5.7 Disqualification

The City disqualifies an applicant from employment if they: 1) do not meet the minimum qualifications, 2) knowingly have made a false statement on the application form or resume, 3) have committed fraud during the selection process, or 4) have failed to register for the selective service where required to do so.

5.8 Employment of Relatives

The policy of the City is to hire, promote, and employ people on the basis of their job qualifications and individual merit. The City does not prohibit the employment of relatives. However, where the hiring or employment of a worker's relative in a full-time position or a year-round temporary position that qualifies for SDRS Benefits (average more than 20 hours per week) would result in the types of prohibited employment relationships identified below, the City will not consider or accept such applications for employment by immediate family members defined as a spouse, sibling, child, parent, or grandchild:

A. A direct Supervisor/subordinate relationship is created between the two related persons within the same unit.
B. A real or perceived conflict of interest exists because of the employment of individuals with close relationships at certain levels of the City or in positions where one of the employees exercises or appears to have influence over the other's compensation, performance evaluation, or job security.
C. Creates a conflict or potential conflict in scheduling or departmental operations.
D. These restrictions also are applicable when assigning, transferring, or promoting an employee.
E. An employee's questions should be directed to their immediate Supervisor.

Due to the challenges of finding sufficient qualified temporary part-time (less than 20 hours per week average) and seasonal employees for certain positions, the hiring of immediate family members may be allowed, but must be approved by Human Resources prior to making a job offer. Eligible positions include Aquatics Staff (because specific and significant training/certification is required pre-hire and a large staff is needed to fill all the hours), Recreation coaches in situations where an entire team is hired for a program, event concessions at the Corn Palace (because most concession workers are involved in many night and weekend activities and a large staff is required to ensure that workers are always available for events). There must be at least one layer of supervision between the family member and the hiring Supervisor, as the hiring Supervisor is not allowed direct supervision of a family member. In order to make this request, a Supervisor will need to demonstrate that the position has been fully advertised, that all applicants were subject to the same interview process (family member cannot be interviewed by a related Supervisor, the interview must be conducted by another Supervisor), and that the family member has equal or higher qualifications than other applicants. If hired, family members cannot be given preferential treatment of hours of work.

5.9 Examination Process

Unless otherwise announced, the competitive examination process for the City of Mitchell will consist of an interview of candidates. If appropriate, written tests may be included as part of the examination process. Full-time candidates will be subject to a pre-employment physical, and a pre-employment drug test. Past performance appraisals may be used in determining the suitability of City employee candidates.

5.10 Selection

Selection to fill a job vacancy is made on the basis of knowledge, skills, education, experience, and ability to perform the duties of the specific position. All selections are to be made without regard to age, race, color, religion, creed, national origin, sex, marital status, disability, veteran status, pregnancy, gender, ancestry, medical condition, sexual preference, and any other protected group status.

5.11 Employment References

To be considered a qualified applicant all candidates for positions with the City must provide the names, addresses, and where possible, the name of a Supervisor or contact person for the employee's former places of employment, as well as personal character references. Job candidates should be made aware that the City's evaluation of their qualifications and suitability for employment normally includes contacting these employment references to verify information provided on application forms, interviews, or resumes.

5.12 Employment Offers

Once the best-qualified candidate for the position is identified, the hiring Supervisor agrees on the starting wage that will be offered to the individual. Starting salary is generally Step A of the hiring grid for full-time, and Step 1 of the part-time hiring grid. With permission from the Human Resources Director or the City Administrator, a Supervisor may start an experienced employee at the next highest step on the grid. Normally, the hiring Supervisor makes a verbal offer of employment to the candidate, which, if accepted, is followed by a written confirmation of employment terms. The candidate will be made fully aware of their "at-will" employment status regarding employment with the City. Both the verbal and written offers of employment are conditional offers inasmuch as they are contingent of the City's verification of reference information and completion of any background check and the submission of satisfactory employment-eligibility documentation required by federal law as well as any post offer examinations which may be required.

5.13 Background Check

Post-offer background checks are completed on all job candidates age 18 and older, both full-time and part-time. Background checks can include but are not limited to criminal history, credit history, social security verification, motor vehicle records, education verification, and employment history.

5.14 Driver's License Check

It is the policy of the City that a driver's license check is obtained on any new applicant that will be driving a vehicle on City business. On an annual basis, the City will complete a driver's license check on all such employees.

5.15 Post-Offer Drug Test, Physical, and/or Psychological Exam

It is the policy of the City that full-time and certain part-time applicants who are offered positions by the City will be required, as a condition of the offer, to satisfactorily complete a drug test.

Certain full-time and certain part-time applicants will be required to undergo a post-offer physical, some of which contain functional job duty screening. The City of Mitchell has established 12 job-specific protocols with Avera Occupational Medicine for post-offer physicals. These physicals evaluate a candidate's fitness and ability to perform the essential functions of the position with or without accommodation.

In addition, psychological examinations are required for Public Safety job candidates.

All conditional offers of employment are contingent on satisfactory completion of this requirement within the scheduled time period. For applicants, a positive result on a drug test normally results in revocation of the existing conditional job offer.

5.16 Acceptance of Employment

After an individual has accepted employment with the City, the Supervisor shall ensure that the necessary and proper paperwork is filed within the employee's personnel file. All new hires must report to the Human Resources Department on their first day of work to ensure proper paperwork is completed.

5.17 Transfers

Employees may be transferred from one department to another as the need may arise. Employees are eligible for transfer after completion of the introductory period. If the employee desires a transfer to another job, the employee shall submit an official City of Mitchell application form to the Department Supervisor. Confidentiality will be maintained in regard to applications for transfer.

A transfer is the movement of an employee to a different job in the same salary range (or lower), or to the same job in a different work area. Should an employee choose to transfer to a lower position, they will receive the classification and pay allocated to that lower position. Upon transfer, unless an emergency/temporary transfer, the employee becomes subject to those conditions of employment of an introductory employee.

A transferred employee's seniority is based upon the original hire date of the employee.

Insurance, annual leave, retirement, and sick leave benefits for a transferred employee will be based upon total time of service to the City, not seniority within their department. Total time of service shall be the regular full-time employment of an employee with the City of Mitchell, irrespective of department.

5.18 Promotions

Promotion, other than a Department Head, within any department may be considered on qualifications and job performance. Open positions will also be advertised externally. An official City application must be submitted for the position.

5.19 Wages

Wages are assigned using the Annual Wage Grid. Each position is assigned a Grade, and a Step on that Grade. New hires, transfers, promotions, and demotions shall have the wage determined by the Wage Implementation Guideline, established 2019 and updated regularly. Part-time wages are determined using the part-time wage grid approved by City Council.

POLICY 6: PERSONNEL RECORDS

6.0 Personnel Records

It is the policy of the City of Mitchell to maintain accurate and updated information in its personnel files on each City employee. The Human Resources Director is responsible for maintaining all personnel records.

6.1 Confidentiality of Information

Certain personnel information is considered public information. This information includes: name, age, current department, and date of most current employment, current position classification title, current salary, date and amount of most recent change in salary. All other information is confidential and subject to inspection only by the employee, an agent designated in writing by the employee, the applicable Supervisor or Department Head, a party under authority of court order, or as required by state or federal law.

The City of Mitchell complies with privacy practices in handling protected health information as mandated by 45 C.F.R. § 164.501 (provision of HIPAA Privacy Rule). All medical records are kept in a separate locked file.

6.2 Security and Storage

Personnel records are maintained in accordance with the records retention and destruction manual for cities published by the State Bureau of Administration. The City keeps permanent records of an employee's name, social security number, dates of employment, positions held, and salary history.

6.3 Internal Disclosures

The employee's immediate Supervisor and Department Heads of the City must obtain approval from the Human Resources Department before access to personnel file information is granted. When information from an employee's personnel file is to be released or disclosed to a Supervisor or Department Head, the City notifies the employee of such disclosure, if the City views the disclosure as possibly intruding on the employee's privacy. However, routine or ordinary employment procedures, including, but not limited to, performance appraisals, merit increase reviews, promotion and transfer consideration, and disciplinary investigations, normally are not subject to this notification procedure.

6.4 Employee's Access Rights to Personnel File

All employees can review the information contained in their own personnel file, although the City reserves the right to remove certain sensitive documents, such as letters of reference and management planning documents, as well as succession or promotion plans. To prevent abuses of this access privilege, the City also reserves the right to limit the number of times an employee can access their file during a 12-month period. Employees who are interested in reviewing the contents of their personnel file should contact Human Resources with a written request. Access will be granted within 2 working days of receiving the written request, and an appointment will be scheduled with the employee.

6.4.1 Records for Review

Employees generally have access to the following types of records:

- Employment applications
- Personnel action forms, including those for hiring, promotions, wage history, and job title change
- Form I-9,
- Form W-4 and related tax withholding information
- Time cards and attendance records
- Performance appraisals
- Awards and commendations
- Workers' compensation payment records
- Fringe benefit enrollment and election forms, including designation of beneficiary forms

- Pension and retirement forms
- Emergency contact information
- Biographical information
- Disciplinary Actions (excluding documents prepared in connection with investigations or other documentation to support reprimands)
- Medical records (NOTE: At its discretion, the City can release medical records to a physician of the employee's choosing rather than to the employee)

6.5.2 Records Not Accessible

The following types of documents are not part of an employee's general personnel records and are not accessible to employees:

- Pre-employment references information, including letters, telephone notes, and memoranda secured from the employee's prior employers or persons who are not current employees of the City
- Medical records created or obtained by the City that an employee can obtain directly from their physician or directly from a health care provider
- Records relating to investigations of policy violations, prohibited conduct, or criminal offenses
- Documents developed or prepared for use in grievance or court procedures
- Documents related to staff planning or business planning, including management succession plans, and job assignment plans

6.6 Accuracy of Employee Information

To ensure that the City's personnel files are up-to-date and contain accurate, complete information, employees are required to notify the Human Resources Director of any changes that need to be made in the following categories: name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, or the contact information for the individual to notify in case of an emergency.

6.7 Correction or Deletion of File Information

An employee has the right to submit a letter of rebuttal to their personnel file regarding any information contained in their file that is in dispute.

6.8 External Disclosures

On occasion, City must provide information and data from its personnel records and files to federal, state, and local government agencies in accordance with record keeping and reporting requirements imposed by such agencies. In instances where a government agency requests information beyond that which it normally requires, the City ordinarily advises the affected employees of the agency's information request. However, if an agency's information request occurs in the course of an agency investigation or if an agency asks the City to keep such a request confidential, the City, in its discretion, may comply with the agency's request. The City ordinarily honors subpoenas demanding production of information with respect to any employee, but usually advises an employee of the subpoena and nature of the information requested, unless otherwise prohibited by law.

In response to an information request from an outside organization, individual, or other non-government entity, the City verifies only the employment status and dates of employment for former or present employees. In accordance with SDCL 60-4-12, the City does not provide any other information unless and until it has received from the worker or former employee a written request that it discloses or confirms additional specific information.

POLICY 7: HOURS OF WORK & COMPENSATION

7.0 General Policy

It is the intent of the City to create a standard workweek within which an employee is expected to perform services. The City also realizes that emergency and extenuating circumstances may arise in which an employee is required to work variable hours. Nothing within this policy is meant as a guarantee to the number of hours, either daily or weekly, that an employee may be required to work. However, it is the City's intent that every employee be treated equal and fairly when expected to work odd or extended hours.

It is the employee's responsibility to ensure that time sheets and/or the time-entry process are correct and submitted in a timely fashion in order to facilitate correct processing of payroll information.

7.1 Standard Workweek

The standard forty (40) hour workweek, unless otherwise stated, for the purpose of calculating pay and overtime shall begin at 12:00 AM Sunday and end at 11:59 Saturday. Exempt employees adhere to attendance expectations as outlined by the Mayor.

7.2 Pay Period and Pay Day

The City payroll is a biweekly system in which employees are paid 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.

7.3 Payroll Deductions

The City is required to withhold Federal Income Tax and Social Security (FICA) from each employee's paycheck. Other deductions may include contribution to the employee's retirement, health insurance and other withholdings required by law or selected by the employee.

7.4 Wages

The City's compensation program is designed to achieve the following goals:

- Ensuring fair and consistent pay practices
- Complying with applicable federal and state laws and regulations
- Operating within the constraints of the City's budgetary process and financial resource limitations
- Ensuring administrative efficiency
- Allowing the City to offer competitive salaries relative to the labor markets in which the City recruits

While pay practices reflect local living costs, the City makes efforts to ensure that they are competitive with pay practices in the relevant labor markets.

7.4.1 Wage Structure – Full-time Exempt and Non-Exempt Employees

The compensation plan consists of 27 Grades and 22 Steps. New employees will normally be hired at Step "A" unless experience and qualifications justify beginning above the minimum. Any placement above Step A requires authorization from the Human Resources Director and the City Administrator. All increases are based on an annual calendar year. Exempt employees are eligible to receive a Step Increase at the first payroll of the year, based on an acceptable annual appraisal. Non-exempt employees are eligible to receive a Step Increase on the anniversary of their hire date, based on an acceptable appraisal.

7.4.2 Wage Structure – Part-time Employees

The salary schedule for part-time employees is submitted by the Human Resources Director and accepted by the Department Heads during the budget process. This part-time wage grid is in effect for a full year. The grid is designed to provide competitive wages to attract qualified staff, and to provide consistency for positions rated equally throughout the various City Departments.

7.5 Overtime

7.5.1 General Employees

Overtime for all general nonexempt employees is defined as hours that are worked in addition to the forty (40) hours worked in a one-week period. Special exemptions exist for Public Safety employees.

All work, for which an employee may be entitled to overtime, shall have the prior approval of the Department Supervisor.

Overtime shall be compensated to those employees entitled to receive the same pursuant to the Fair Labor Standards Act (as amended) in cash, at the rate of time and a half (1 ½) the regular rate of pay for each hour worked over forty (40) hours in a single workweek for all hourly employees.

Compensatory time, vacation time, and sick leave hours paid for but not worked shall not be used for the purpose of computing any overtime.

Nothing contained herein shall be construed as to extend in any way an employee's right to overtime compensation under the provisions of the Fair Labor Standards Act, as amended, and regulations promulgated there under.

7.5.2 Police Employees

Overtime for all nonexempt, non-union eligible Police employees shall be paid for all hours worked in excess of the employee's regularly scheduled shift assignment. Police Sergeants may be assigned an eight (8), ten (10) or twelve (12) hour shift.

All work for which an employee may be entitled to overtime, shall have the prior approval of the Department Supervisor.

Overtime shall be compensated to those employees entitled to receive the same pursuant to the Fair Labor Standards Act (as amended) in cash, at the rate of time and a half (1 ½) the regular rate of pay for each hour worked over their regularly scheduled shift.

Nothing contained herein shall be construed as to extend in any way an employee's right to overtime compensation under the provisions of the Fair Labor Standards Act, as amended, and regulations promulgated there under.

7.6 Compensatory Time

Compensatory time is time off in lieu of overtime, as defined above (also known as Comp time). If an employee works overtime, the employee may, with the approval of the Supervisor, choose to take compensatory time rather than overtime pay.

An employee can accumulate no more than eighty (80) hours of compensatory time. The use of compensatory time shall be at the option of the employee with the approval of the Supervisor. The Supervisor, prior to providing approval, will take into consideration whether or not the use of compensatory time on the days requested would unduly disrupt the operation of the department. Upon retirement, the employee will be paid for any unused compensatory time.

Compensatory time shall be accumulated pursuant to the Fair Labor Standards Act (FLSA) at the rate of time and a half (1 ½) the regular rate of pay for each hour worked over forty (40) hours in a single workweek for all nonexempt employees.

Nothing contained herein shall be construed as to extend in any way an employee's right to compensatory time under the provisions of the Fair Labor Standards Act, as amended, and regulations promulgated there under.

7.7 Call-In Pay

Call-In is defined as an unscheduled request made by an appropriate management official for an employee to return to work due to unforeseen or emergency work after leaving at the end of the employee's regular shift and before the beginning of the next regularly scheduled shift. An employee called in (called back) to work outside their normal work schedule will be paid for the time worked or a minimum of two (2) hours whichever is greater. Call-in pay is classified as overtime pay. Phone calls do not count toward call-in pay unless they exceed the "de minimus" of over 7 ½ minutes. This policy is in effect for General Employees as well as Police Employees.

7.7.1 Police Testimony Call-In Pay

A police employee required to make an off-duty job-related court appearance shall be paid at the call-in rate which is counted as overtime pay. Such call-in shall be paid at a minimum of two (2) hours.

7.8 On-Call Pay

On-call time may be considered compensable only if a Department Head imposes certain requirements for response (not merely on an "as-needed" basis) and will be specified by each Department requiring such activity. Employees who are on-call or called in must adhere to all City policies, including substance abuse and testing. Any variance from such policies may result in disciplinary action.

7.8.1 General employees

Non-exempt Supervisors: an on-call list will be posted by the Department Head. Non-exempt employees that are assigned to be on-call will be paid eight (8) hours of regular pay for every week they are on call.

7.8.2 Police Sergeants – Holidays

Sergeants assigned to on-call duty on a designated holiday shall receive an additional two hours of overtime.

7.9 Flex Time

The City reserves the right to authorize flexible work hours within the 40 hour work week in situations where it is appropriate and necessary. Flex time must be mutually agreeable between the Supervisor and the employee before it is implemented.

7.10 Shift Differential

Non-exempt police employees working 5:00pm – 3:00am shall receive shift differential pay of seven (7) dollars per 10-hour shift.

7.11 Meal & Break Times

Employees may take up to two fifteen (15) minute rest breaks and one hour for lunch break. Breaks of less than 30 minutes are to be paid, breaks of 30 minutes or more are not paid.

7.12 Police Non-Division Duty

7.12.1 Non-Uniformed Duty

All non-uniformed work performed outside of the police divisional schedule shall be allowed with the approval of the Chief.

7.12.2 Uniformed Duty

All police non-division duty performed in uniform must be approved by the division, and such approved non-divisional duty performed within the jurisdictional boundaries of the City of Mitchell shall be considered as on-duty for purposes of Workmen's Compensation and Insurance, and will be subject to the direction of the division.

POLICY 8: TRAVEL AND EDUCATION POLICY

8.0 Expense Reimbursement

Whenever the work or special assignment of a City employee requires that the employee be absent from their home beyond the normal working period, it shall be the policy of the City to reimburse the employee according to current state of South Dakota rates for meals, actual costs for lodging, and current State of South Dakota mileage rates.

It is the policy of the City that employees be fully reimbursed for necessary and reasonable job related travel expenses. Every effort will be made to treat all employees fairly and equally when granting travel expenditures.

To receive travel reimbursement a voucher must be completed and attached to an employee's request for payment to be approved by the employee's Department Head. Attach all original receipts for lodging, airline, taxi, or other transportation, registration fee, agenda/program of meeting, including dates of meeting and location. When completing a voucher for travel expenses such as mileage the date of travel must be shown. When submitting claims for meals the time of departure, time of return, and date of travel must be shown.

In-State Travel Expenses

Per Diem rates for approved in-state travel are as follows:
The actual cost of lodging (single room) per day plus tax.
An allowance for meals at the state rate.

Out-of-State Travel Expenses

Per Diem rates for approved travel outside the state of South Dakota are as follows:
The actual cost of lodging (single room) per day plus tax.
An allowance for meals at the out-of-state rate.

Meal Allowance – Schedule for Computation

Breakfast: Leave before 5:31 AM return after 7:59 AM
Lunch: Leave before 11:31 AM return after 12:59 PM
Dinner: Leave before 5:31 PM return after 7:59 PM

Receipts are required for all lodging expenses to be reimbursed by the City. The City will pay for single occupancy.

When employees must use their private vehicles for approved travel, mileage shall be paid at the current State allowable rate. If a City vehicle is available, reimbursement for private vehicles will be at the lower State Rate. If a City vehicle is not available, reimbursement for private vehicles will be at the higher State Rate.

Periodically it may be necessary to attend a meeting, seminar, lecture, etc. (in or out-of-town) with a duration of less than one day for the benefit of the City. Attendance at these must be authorized in order to receive reimbursement for meals or other costs associated with the meeting.

Travel time for non-exempt employees is considered work time. At the discretion of the Department Head, a non-exempt employee who is required to travel outside of their regular work hours will either 1) be allowed to flex hours from another shift, 2) be awarded compensatory time at the applicable rate, or 3) be paid for the time at the applicable rate.

It is not considered as work time when you travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile; only the driver will be paid for work time.

8.1 Conferences, Seminars, and Workshops

In the event an employee is to attend a conference, seminar, and/or workshop for City business that said employee will receive all expenses through a voucher. The employee will list dates, times, lodging, travel mileage,

registration, meals, etc. When the registration fees or any other fees incurred covers a meal, employees cannot receive per diem for the meals that are already expressed in other fees.

POLICY 9: BENEFITS

9.0 General Policy

It is the policy of the City of Mitchell to provide a comprehensive benefit package to full-time employees. These benefits are designed to provide for insurance needs, retirement needs, and various types of leave which allow time for the employee to incorporate leisure as well as needed time for family, medical or personal reasons.

9.1 Insurance, Retirement, and Workers' Compensation

The City offers a comprehensive and competitive benefits package to all regular full-time employees. Participation with any of the benefit programs is a decision of each individual employee. Benefits are subject to change with annual review and renewal, and subject to collective bargaining agreements.

9.1.1 Health and Dental Insurance

Health and Dental Insurance Benefits for newly hired regular full-time employees is effective the first day of the month following thirty (30) days of employment.

A. Health Insurance – The City reviews health benefits annually and selects the contribution levels for approval by the City Council. Employees may choose to opt out of health coverage provided by the City. Employees who opt out of the City health coverage will not be reimbursed monetarily for their portion of the health coverage premium. The City assumes no liability or responsibility for the adequacy or inadequacy of the insurance coverage or other medical bills or expenses not otherwise covered by this plan. Full details of the group insurance plans can be obtained in the Summary Plan Description which is provided to each employee annually. Additional information is available from the Human Resources Office. Health Insurance coverage has been expanded and must be offered to all full-time employees as defined by the Affordable Care Act (ACA) – which includes employees that work 30 hours per week and 1,560 hours per year. Full-time for all other purposes of the City is defined as 40 hours per week.

B. Dental Insurance – The City pays the premium cost of a single equivalent for the employee's dental insurance. Family members may be included at the employee's expense. For additional questions, please refer to the City's Summary Plan Description or contact the Human Resources Department.

C. Retirement Benefit for Health Insurance –

At the time of retirement, all employees will be offered COBRA for themselves, a spouse, and any children under the age of 26.

For employees hired after December 31, 2015 – City Retiree Insurance is not available as an alternative to COBRA.

For employees hired prior to December 31, 2015 – At the time of retirement, the retiring employee will be offered City Retiree Insurance as an alternative to COBRA. The retiring employee may opt for the City Retiree Insurance and remain on the plan until they reach the age of 65 (or otherwise qualify for Medicare), provided the employee pays 100% of premium costs. A spouse may be on the plan as long as they were on the plan at the time of the employee's retirement. A spouse may not continue on the City Retiree Insurance plan after the retiring employee is no longer eligible for coverage. Children are not allowed on City Retiree Insurance.

For employees hired prior to January 1, 2013 – At the time of retirement, the retiring employee may qualify for a reduced premium on their City Retiree Insurance if: (a) the employee completed 10 consecutive years of service with the City of Mitchell, and (b) the employee retired through SDRS or SDRS Disability. In addition to the requirements of subsections (a) and (b), to qualify for reduced premiums an employee retired through SDRS, but not SDRS Disability, must also be either: (i) age 60 or older for a Class A

employee, or (ii) age 50 or over and meets the Rule of 75 for a Class B Public Safety employee.

COBRA for Spouses after City Retiree Insurance – When a retired employee on the City Retiree Insurance plan loses eligibility for the plan, the employee's spouse may be eligible for COBRA under several scenarios:

- If retiree is no longer eligible due to death of retiree, spouse may qualify for COBRA.
- If retiree is no longer eligible due to retiree reaching age 65 (or otherwise qualifying for Medicare) AND retiree was on the City Retiree Insurance for 18 months or longer, then spouse may qualify for an additional 36 months of COBRA unless spouse reaches age 65 (or otherwise qualifies for Medicare) prior to end of 36 month period.
- If retiree is no longer eligible due to retiree reaching age 65 (or otherwise qualifying for Medicare) AND retiree was on the City Retiree Insurance for less than 18 months, then spouse may qualify for up to an additional 36 months of COBRA which may be reduced by time spent on other qualifying plans or other factors.
- See health plan for more information on spouse's eligibility for COBRA and calculation of eligibility periods.

9.1.2 Extended Health and Dental Coverage (COBRA)

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 or covered retiree's death, divorce, or legal separation, certain family members 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 overage is the full cost of the premium the City pays for similarly situated active employees, plus administrative costs. During the additional 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 their 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 become 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 is also 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 they receive when they first enroll, or upon termination. Copies of the notice and Health Care Summary Plan Description can be obtained from the Human Resources Department.

9.2 South Dakota Retirement System (SDRS)

For eligible employees as defined in SDCL 3-12, participation in the SDRS is mandatory and is administered in accordance with the policies and procedures as outlined by the SDRS. A deduction is made in each payroll period, which is matched by the City to go toward the retirement of the employee.

Vesting and distribution of benefits upon termination of employment will be administered in accordance with the policies and procedures as outlined by the South Dakota Retirement System.

9.3 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 occurs, the employee should notify their immediate Supervisor or the Human Resources Department as soon as possible.

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 will immediately report the accident and any physical injury sustained to the employee's immediate Supervisor. When required by the City, the employee, before starting the employee's shift, will complete an accident report on forms furnished by the City and shall supply all available names and addresses of witnesses of accident. The employee will 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 the employee's immediate Supervisor. In the event an employee encounters an open and obvious danger at the work site, they 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 are 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 is 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 the employee's daily regular gross pay and their daily Workers' Compensation benefit as provided above.

Employee benefits 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 accrues 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.

9.4 Life Insurance

The City provides a term life insurance policy valued at $15,000 to each employee, effective on the first day of work. Additional coverage is available for the employee, spouse, and dependents at the employee's cost.

9.5 Employee Assistance Program

The City of Mitchell offers access to CONNECTIONS Employee Assistance Program for all full-time employees. This program is designed to help employees and/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 on behalf of its employees. Contact the Human Resources office for further information.

9.6 Longevity Pay

Accrual and Payment – Longevity pay will be awarded at a rate of $50 per year of completed service for each employee hired prior to 1/1/2020. Longevity years are calculated as of the employee's full-time hire date, and longevity pay is paid during the first payroll of December.

For example, an employee with full-time hire date of July 1, 2013 would not receive longevity pay in December 2013 since that employee had not yet completed 1 year of service. That same employee would have received longevity pay of $50 in December 2014 as they completed 1 year of service prior to the December 2014 payout of longevity pay.

Payout upon Leaving Employment – If an employee eligible to receive longevity pay with more than 5 years of completed service leaves employment with the City, then the employee will be paid longevity pay only if, since the last payout of longevity pay, the employee has passed their full-time hire date before leaving employment with the City.

For example, an employee with a full-time hire date of July 1, 2013 would have received $300 in longevity pay for 6 years of completed service in December 2019. If that same employee then left employment with the City in August 2020, then the employee would be paid $350 in longevity pay at the time they leave employment because the employee had completed their 7th year of service prior to leaving employment. However, if that same employee instead left employment in April 2020, they would not be entitled to any additional longevity pay as they were compensated for their 6th year of completed service in December 2019 and left employment prior to completing their 7th year of service.

9.7 Annual Leave

All regular full-time employees are encouraged to take annual leave each year, as it promotes personal rejuvenation and a positive work environment. An employee's preference for annual leave will be granted whenever possible if it does not conflict with the functioning of the department or cause disruption of the services rendered by the City. Annual leave will accrue at a rate according to the following schedule:

Length of Service	Current Annual Maximum **Accrual**	**Accumulation Rate**	
Date of hire through year five	80.08 hours annually	Pay Period #1-26	3.08 hours
Sixth year through year twelve	120.12 hours annually	Pay Period #1-26	4.62 hours
Thirteenth year through nineteen	160.16 hours annually	Pay Period #1-26	6.16 hours
Twenty years and beyond	200.20 hours annually	Pay Period #1-26	7.70 hours

Administrative Guidelines (revised 2016)

Accruing Annual Leave – The accrual date for annual leave is based on the employee's hire date. All eligible employees will accrue annual leave each pay period per the above schedule.

Scheduling of Annual Leave – Annual leave must be scheduled with the employee's Supervisor at the earliest possible time prior to the use of such leave. The City reserves the right, within reason, to disapprove requested time for annual leave for the purposes of maintaining the workforce during heavy scheduled work periods. However, the City will make every effort to accommodate employees' requests for time off. Annual leave days will be scheduled upon approval of the Supervisor/Department Head.

Negative Vacation 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 shall be treated as if they were received after March 15, for seniority purposes.

Annual Leave Accumulation – The maximum number of hours of annual leave that an employee may accumulate will be limited to an amount. Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. . An employee will be allowed to go up to 20 hours above the current maximum annual accrual; however, any hours above the current maximum accrual will be lost if not used by the last day of the payroll in which the employee's hire date occurs.) When an employee reaches the limit, no further

annual leave time can be accrued until the total amount is reduced below the maximum. In the event of accident, sickness, or an emergency working condition the City may, on an individual employee basis, extend the maximum.

Salary in Lieu of Annual Leave – Employees who terminate, retire or who are placed on a leave of absence may receive pay for earned but unused annual leave. In the event of death, earned but unused annual leave will be paid to the employee's estate. Active employees are not eligible for salary in lieu of annual leave.

Termination of Employment – Employees will be paid for their accrued annual leave balance upon termination of employment with the City at their current rate of pay.

An employee cannot use paid leave as a way to extend their "last day of actual work". (Their last day of employment is the last day they reported to work, not vacation days. Employees are to "actually" work the last two (2) weeks of work. There are rare exceptions to this practice due to employee health concerns, employee injury on the job, or return to work concerns; all of these exceptions should be signed off on by Human Resources Director.

9.8 Sick Leave

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.

Sick Leave Pay – In the event of illness an employee will be paid sick leave hours equivalent to their regularly scheduled shift hours for each regular workday they are absent from work to the extent of their earned sick leave credits. Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.

Using Sick Leave – Sick leave shall be guaranteed to employees using the following guidelines:

A. When an employee is incapacitated for the performance of their duties due to illness, injury, quarantine, pregnancy, and/or confinement. This may also coincide with the Family and Medical Leave Act (FMLA).
B. For a medical, dental, optical, or mental health appointment.
C. When, through exposure to illness, the presence of the employee at their post of duty would jeopardize the health of others.
D. For the birth of a child. (See the Family and Medical Leave Act).
E. For the care of or assistance to a family member that is ill. Family member is defined as parent, spouse, and child including step-parent and step-child. Employees can now use up to eighty (80) hours per year of the personal sick leave accrual for family members. A supervisor can require confirmation of that appointment etc. after the first forty (40) hours, unless there is a qualifying FMLA event.

Notification – An employee absent from work due to illness or disability shall notify their immediate Supervisor before scheduled to work. If an emergency situation exists the employee must notify their immediate Supervisor as soon as possible. In case of an emergency, indicate the nature of the situation and the expected length of absence. Any employee found to have abused their sick leave privileges may be subject to disciplinary action.

Certification – The Department Supervisor may at any time require a doctor's certification to confirm the employee's illness at the Supervisor's discretion. Generally, when an employee's sick leave extends beyond three (3) workdays, the Supervisor may require a doctor's certification clearing the employee for a Return to Work.

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.

Reimbursement of Accrued Sick Leave – Upon retirement from employment with the City as defined by South Dakota Retirement System, twenty-five (25) percent of a maximum of 1,500 accrued sick leave hours (this equals up to 375 hours) will be paid out at the employee's current wage rate.

Upon voluntary resignation occurring after five completed years of service, employees will be reimbursed for 1% per year of service for a maximum of 1,500 accrued hours provided that they are leaving the City under good

terms and have provided a two-week notice of their employment ending. The maximum percent of reimbursement is 25%.

The 1,500 hour caps on reimbursement of accrued sick leave referenced under this subsection are effective as of January 1, 2021. Reimbursement of accrued sick leave has no cap on hours for qualifying retirements and voluntary resignations which result in termination of employment on or before December 31, 2020.

An employee cannot use paid leave as a way to extend their "last day of actual work". (Their last day of employment is the last day they reported to work, not vacation days. Employees are to "actually" work the last two (2) weeks of work. There are rare exceptions to this practice due to employee health concerns, employee injury on the job, or return to work concerns; all of these exceptions should be signed off on by Human Resources Director.

9.8.1 Sick Leave Donation Policy

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 Program by completing the required form available with Human Resources.

A. **Donation Request** – The completed Sick Leave Donation Program Request Form will be submitted to the Human Resources Director. The Request Form should include any relevant information that the applicant wishes to disclose to the Sick Leave Donation Committee and donating employees related to the applicant's condition. The employee's signature on the Request Form authorizes the release of the information the employee has elected to disclose. The Committee will review the Request Form to determine eligibility to receive donated hours from other employees.

B. **Sick Leave Donation Committee** – The Committee shall consist of a member from the department of the employee making the request, the City Administrator, 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 or appeal.

C. **Notification** – The employee will be notified of the approval or denial of the request. If a request is denied, a letter will be provided to the requesting employee via email or hand delivery. If approved, the City will notify City employees of the request for a sick leave donation and solicit donations. Donation forms can be sent to the Human Resources Director until the donation period has ended. Once donation forms have been received, the Human Resources Director will submit them for processing.

D. **Guidelines** – Upon approval, the following guidelines apply:

1. Maximum of 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 5 working days will be accepted, unless those days are to be added on to an already in progress leave of more than 10 days.
3. Employees approved for donations must use all sick leave, vacation, and compensatory time prior to receiving any donated hours.
4. Donating employees are allowed to donate a maximum of 40 hours for each request received. The donating employee's sick leave accrual balance cannot be less than 120 hours after donating sick leave.
5. Leave requested must meet the guidelines by the Internal Revenue Service 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.

9.9 The Family and Medical Leave Act

An employee should see the Human Resources Department, or their immediate Supervisor, for more information regarding Family and Medical Leave Act. Anything not included covered by federal or state regulations will be adhered to according to the law. The City of Mitchell does not surrender or relinquish any rights of the FMLA not covered by this policy.

9.9.1 Introduction

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 in a twelve (12) month period, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

A. Upon the birthof 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.
D. When the employee is unable to perform the functions of the employee's position because of their own serious health condition.
E. Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, child, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, the provision requires the secretary of Labor to issue regulations defining "any qualifying contingency". (Amended 1/28/08)
F. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave. (Amended 1/28/08)

The City of Mitchell requires that employees use accrued sick leave, annual leave, and compensatory time in concurrence with FMLA leave. Holidays which occur during FMLA leave will be paid as holiday pay and will not count as FMLA hours provided the holiday is not the first or last day of leave. When an employee no longer has accruals of paid leave available, FMLA will continue on an unpaid basis in conformance with the law.

9.9.2 Definitions

Child – A biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing "*in loco parentis*" who is either under age 18 or is over age 18 but incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

Parent – A biological, adoptive, step or foster father or mother, or any other individual who stood "*in loco parentis*" to the employee when the employee was a son or daughter. This term does not include parents "in-law".

Spouse – A husband or wife of an employee legally married, including same-sex marriages performed in States that have legalized same-sex marriage.

12-month period – The FMLA 12-month period commences the first day of the leave and ends upon the completion of a full year. It is a calendar year measuring forward. For example, if the leave starts January 1, 2021, the 12-month period is January 1, 2021 through December 31, 2021; if the leave takes place on May 13, 2021, then the 12-month period is May 13, 2021 through May 12, 2022 etc.

Serious Health Condition – An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility as defined in CFR 825.114, or continuing treatment by a health care provider as defined in CFR 825.115.

Health Care Provider – A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of South Dakota, or any person determined by the U.S. Secretary of Labor to be capable of providing health care services.

9.9.3 Eligible Employees

To be eligible for absence under the FMLA, the employee must have been continuously employed by the City for a 12-month period immediately preceding their request for absence and during that 12-month period must have worked at least 1,250 hours. The onset of the leave may commence after three (3) consecutive absences and in accordance with FMLA standards.

9.9.4 Notice

The employee is required to provide the employer with thirty (30) days advance notice of absence when it can be reasonably foreseen. When thirty (30) days advance notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedure.

Upon the City receiving information of a leave request or condition that qualifies under FMLA, notice will be sent to the employee of their FMLA eligibility, rights, and responsibilities.

The employee must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken and certified. Employees may be required to provide certification and periodic recertification supporting the need for leave.

9.9.5 Certification

Requests for leave due to a serious medical condition of the employee or qualified member of employee's family shall be verified by the certification of a qualified health care provider; this certification shall contain the following:

A. The date when the serious health condition began.
B. The probable duration of the condition.
C. The appropriate medical facts within the knowledge of the health care provider regarding the condition.
D. If the leave is due to the employee's serious health condition, the certificate must include a statement that the employee is unable to perform the functions of their position.
E. If planned medical treatment is the reason for the leave and the employee requires intermittent leave or leave on a reduced time schedule, the date when the treatment begins and the estimated duration of the treatment.
F. If the leave request is necessitated by a serious medical condition of the employee or the employee's child, spouse, or parent, the certificate shall state that there is a medical necessity for the leave and an estimate of how long the leave will be.

The employee may be required to obtain a second opinion at the employer's cost from a second health care provider of the employer's choice. If the second opinion conflicts with the first opinion, the employer may request a third opinion at the employer's cost. The employer and the employee must jointly agree on the person providing the third opinion. The third opinion is final and binding. *All information shall be provided using Certification Forms provided by the Human Resources Office.*

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9.9.6 Effect on Pay and Benefits

During the term of unpaid Family or Medical Leave, no pay or other benefits shall accrue, with the exception of any group health benefits that were in effect at the time of commencement of such leave or new group health benefits which are provided by the employer during the FMLA leave. Group

health insurance shall be continued in force for the duration of family and medical leave and the City shall continue to pay that portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premium they normally pay through payroll deductions. Such payments must be made by mail or in person to reach the Finance Office of the City no later than the last working day of the month prior to the next following month of insurance coverage.

During the term of paid Family Medical Leave, the employee shall accrue annual and sick leave. Employee health insurance benefits shall continue to be in effect with or without pay. The City shall continue to pay the portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premiums they normally pay through payroll deductions.

9.9.7 Failure to Provide Certification

The employee may lose eligibility of the Family Medical Leave Act if proper certification is not completed prior to onset of leave or within fifteen (15) days of the onset of the serious health condition.

9.9.8 Return to Work

When an employee is out on FMLA due to a “serious health condition” (as defined previously), employees are required to provide a medical certificate attesting to their fitness for duty before being restored to employment. Failure to provide this certification may delay an employee’s return to work.

9.9.9 Failure to Return to Work

If the employee fails to return to active employment upon the expiration of the maximum twelve (12) weeks of leave provided under this section, the employee shall be responsible for repayment of any employer-paid health care premiums unless the failure to return is based upon the continuance, recurrence, or onset of a serious health condition or other circumstances beyond the employee’s control. In such instances, the employee must provide in a timely manner a certification by a health care provider attesting to the employee’s inability to return to active employment.

9.9.10 Effect of Redeployment and Other Rights

Upon expiration of a duly authorized absence under this section, 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. Non-exempt employees will continue to accrue seniority throughout FMLA leave.

9.9.11 No Retaliation

No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising their rights under the Family and Medical Leave Act.

9.10 Jury and Witness Duty

If an employee of the City serves on jury duty or is called as a witness by subpoena, the City will guarantee the wage of their regular workweek. The City will pay the difference between the employee’s regular wage and the payment the employee received for serving on the jury. The employee shall furnish the City proof of days performing court duties and payments received.

As a regular full-time employee, if an employee is called for jury duty that employee should inform their immediate Supervisor as soon as possible. Salary will be calculated on a forty (40) hour workweek.

Employees who are absent from work due to jury or witness duty will not be dismissed or suspended from employment and shall retain and be entitled to the same job status and pay as they had prior to performing jury duty. Annual and sick leave benefits shall accrue at the normal rate for eligible employees. If in the event an employee is released from jury or witness duty before the completion of a workday, then the employee must return to work or use their accrued leave for the remainder of the workday.

Employees will not be paid by the City for time taken for court appearances in cases in which the employee is personally involved, or in which the employee appears on a voluntary basis. This time may be taken as compensatory time, annual leave, or unpaid leave.

9.11 Voting Time

A City employee whose work schedule does not enable time to vote during the times the polls are open, either before or after work, shall be allowed up to two (2) consecutive hours to vote. Such time shall be treated as regular work time for the purpose of pay and accrual of leaves.

9.12 Military Reserve Training

Employees serving in the Military Reserve, National Guard, or Air National Guard will be granted an unpaid leave of absence when they are called out for training or active service. There will be no loss of seniority for purposes of rate of pay, sick leave and annual accrual. Employees may utilize their accrued annual leave. In the event leave exceeds the employee's health insurance period and they are no longer eligible for group plan benefits, then said employee may utilize their COBRA rights.

9.13 Funeral Leave

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 the employee's family. A member of the employee's 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 of the employee, domestic partner, or spouse's equivalent. Funeral leave is a specific pay code, and is not taken out of annual leave or sick leave. Funeral leave must be documented on a leave request form and approved by the Supervisor.

9.14 Holidays

The following days shall be recognized and observed as paid holidays for full-time, non-union eligible employees. Schedules within a particular department may vary depending on needs.

New Year's Day	January 1
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Native Americans Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Eve	December 24th - half day - afternoon
Christmas Day	December 25

Such other day(s) as may be designated from time to time by the Mayor and City Council. When a holiday falls on Saturday, the preceding Friday is observed as the paid holiday for eligible City employees. If a holiday falls on a Sunday, it is observed on the following Monday. All employees who are required to be on regular duty during a holiday may be given one day of leave or the equivalent of pay at the discretion of the department head.

9.14.1 Holiday Pay When on Leave

Employees shall only be eligible to receive these holidays off with pay if they have worked, were on a doctor's approved sick leave, or were on an approved annual leave on the shift prior to the holiday and the first shift after the holiday.

9.14.2 Holiday When on Annual Leave or Day Off

If a City recognized holiday occurs on a weekend, it will be observed by the City on the Friday before if the holiday is on a Saturday, and on the Monday after if the holiday is on a Sunday. An employee on annual leave during a holiday will receive holiday pay and will not be charged for that day as annual leave.

9.14.3 Holiday When Scheduled To Work

Employees scheduled to work on a holiday are paid overtime for time worked and 8 hours of holiday pay.

9.14.4 Holiday When Called In To Work

Employees who are called in to work on a holiday that is not part of their regular schedule shall receive, in addition to their holiday pay, call-in pay at one and one half (1 ½) times their regular rate of pay for all hours worked on the holiday. Call-in is a minimum or 2 hours.

9.15 Administrative Leave

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 so that offices can 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 elsewhere in the policy manual.

9.16 Unpaid Leave of Absence (revised 2016)

Employees are eligible for an absence without pay for up to ten (10) days duration with prior approval from their Department Head and approval of the Mayor or City Administrator. The leave may be extended beyond the ten (10) day limit for good reason. To be eligible for an unpaid leave of absence, an employee must have exhausted all vacation benefits. Benefits do not accrue after 10 days of leave.

General non-exempt employees who request 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 such a leave of absence at one time.

9.17 Light and/or Limited Duty

The purpose of this policy is to establish guidelines for light/limited duty for City employees. The goal of this policy is to meet the work needs of the City and to aid employees in return to normal duty. This policy is established to facilitate compliance with the Americans with Disabilities Act (ADA) regarding temporary disabilities.

9.17.1 General Guidelines

Light/limited duty will be considered for those employees who have medically certified work restrictions that make them unable to perform their normal duties. Light/limited duty will be temporary assignments only. Doctor's certification may be required on a monthly basis, beginning with the first day of light duty. Job duties may fall outside normal duties for purposes of making accommodations that fit within restrictions from the medical provider. A light/limited duty assignment is not guaranteed and will only be provided when acceptable work is available.

9.17.2 Workers Compensation – Work Incurred Injury or Illness

Light/limited duty will be assigned when there is work available that meets an employee's work restrictions and does not pose a safety risk to the employee, other employees, or members of the public. The Department Head or Supervisor will work with the Human Resources Director within the Worker's Compensation guidelines. An employee that refuses a light duty assignment while under the authority of Worker's Compensation will forfeit all Worker's Compensation benefits except medical costs. Specific Worker's Compensation guidelines are available on the South Dakota Public Assurance Alliance (SDPAA) website and from the Human Resources Director.

9.17.3 Temporary Disability due to Personal Injury or Illness

An application to request light/limited duty must be completed by the employee and a list of work restrictions must be provided by the physician to the Human Resources Director. Light/limited duty will be considered only for those employees that have 1) a medically certified injury or illness that qualifies as a temporary disability under the ADA (to be determined by the Human Resources Director), and 2) have already qualified for FMLA. The employee is required to request light/limited duty on an official City Light/Limited Duty Request Form. An interactive process will be conducted between the employee, the Department Head and/or Supervisor, and the Human Resources Director. This will determine essential functions of the job which can or cannot be performed within the employee's medical restrictions, tasks which may need accommodation that would not pose an undue burden on the employer, and other approved work that is available and does not pose a safety risk to the employee, other employees, or members of the public. An employee that applies for but refuses a light/limited duty assignment will continue with FMLA, either paid or unpaid in accordance with their current payroll status.

POLICY 10: PERFORMANCE MANAGEMENT

10.0 Performance Appraisals

Performance appraisals are designed to provide the employee with a record of their performance, to encourage professional growth, and to promote communication between the Supervisor, department head, and the employee.

The performance evaluations are to be structured to each employee's position. The purpose of the evaluation is to commend strengths, address areas where improvement is needed, discuss employee goals and Supervisor goals for the employee. Evaluations will be conducted in a private meeting between the employee and their Supervisor. Employees are required to sign their evaluation and will receive a copy. Signing does not imply agreement, but that the contents have been made known or discussed with the employee.

10.1 Timeline

Appraisals are required for all employees on an annual basis. Performance appraisals are conducted prior to January 1st for Department Heads and other exempt employees and prior to the anniversary date of non-exempt employees.

10.2 Performance Ratings

Employees must receive an acceptable appraisal to qualify for an annual Step Increase. An employee that receives less than acceptable ratings in several areas, or in one very significant area, may be denied a Step Increase and should be placed on a formal work improvement plan. Department Heads are encouraged to address performance issues as they come up and not wait for the performance appraisal time to address it.

If a step increase is to be denied, the employee must have been notified of the performance deficiency and been given the opportunity to correct the deficiency. The Department Head will meet with the employee to re-evaluate performance and the step increase at the end of a Work Improvement Plan, or at a minimum of 3 months and 6 months. If the step increase is not in effect after 6 months, it is forfeited for the rest of that year.

10.3 Work Improvement Plan

The Work Improvement Plan, may be implemented at any time, and must be implemented following an unacceptable performance review. The length of the improvement plan will be set for a reasonable time as set by the Department Head. It should state:

A. The deficient performance or behavior.
B. The correct desired performance or behavior.
C. The date by which the changes stated in the plan must be accomplished.
D. The possible consequences of an unsuccessful plan, which includes discipline (unpaid suspension, demotion, loss of employment. A letter from the Department Head must state that discipline up to and including termination may be the consequence of continued unsatisfactory performance)

A copy of the Work Improvement Plan will be given to the employee, and a copy will be given to the Human Resources Director for placement in the employee's personnel file. At the end of the designated time for improvement, the department head will provide a report and recommendation to the Human Resources Director, and take action as determined appropriate by the Department Head and the Human Resources Director.

POLICY 11: DISCIPLINARY PROCEDURES

11.0 General Provisions

All appointed and regular employees are governed by these procedures.

11.1 Forms of Disciplinary Action

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.

11.2 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 carless 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.

11.3 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.

11.4 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.

POLICY 12: SEPARATION FROM EMPLOYMENT

12.1 General Procedures

The City makes every effort to ensure that all terminations and separations from employment are conducted in accordance with all provisions and requirements of applicable federal and state laws.

12.2 Definitions

Voluntary Separation – Written resignation, extended absence without proper notification, or retirement. The employee initiates voluntary separation.

Involuntary Separation – Layoff or discharge of an employee. An employee does not initiate involuntary separation.

12.3 Return of City Property

Employees are expected to return all City property at the time of their departure from service. The City reserves the right to withhold from the employee's final paycheck the amount for any property that is not returned or for which there is no explanation for the absence of the property. The City may take further action if necessary to recover City property.

12.4 Voluntary Separation

12.4.1 Resignation

All employees are expected to give the Department Head at least two weeks (10 working days) advance notice, not to include annual leave time, in the event they decide to terminate their employment with the City. In extenuating circumstances, the Department Head may accept the employee's resignation as taking effect immediately. Appropriate paperwork will be completed prior to the employee's last working day, to include but not limited to retirement, insurance, payroll, etc. The resignation should be in the form of a written letter of resignation, or on the voluntary resignation form provided by the Human Resources Director.

12.4.2 Retirement

Employees are asked to notify their immediate Supervisor as soon as practicable before the employee's planned retirement date. During that time, the employee will be given the appropriate paperwork for retirement purposes. For specific details concerning the South Dakota Retirement System, consult the S.D. Retirement handbook or the Human Resources Department.

12.4.3 Employment References

In compliance with the Federal Privacy Act, the City is required to protect the privacy rights of all employees. In following this Act, it is the City's policy to provide only the following information on both present and past employees: 1) Confirmation that the employee has been employed with the City; 2) Dates of employment; 3) Current position or position held at the date of separation from employment and any other positions held; and 4) Verification of salary information. Additional information may be released upon a written and signed disclosure and release form from the employee.

12.5 Involuntary Separation

12.5.1 Layoff

If, because of lack of work, it is necessary to lay off a regular full-time employee, the employee shall be given 1) two weeks' notice and 2) the cash equivalent for any accrued annual leave credits.

12.5.2 Discharge of Employees (revised 2016)

The City reserves the right to discharge an introductory employee, with or without cause, at any time.

If it becomes necessary to discharge a regular employee, the Department Head must work closely with the Human Resources Director prior to taking any final action on termination. The proposed action will be reviewed for legal compliance and proper procedure before being implemented. The SD Employment Hotline will also be notified. The Human Resources Director should be present with the Department Head during all involuntary termination procedures and the employee shall be notified of the final decision to terminate in writing.

12.5.3 Termination of Appointed Employees

The City will have the ability to terminate appointed employees pursuant to applicable South Dakota Codified Law.

12.6 Exit Interviews

An exit interview conducted by the Human Resources Director may be used to allow the employee to provide confidential input regarding their employment with the City. This information may be used in a confidential manner to address any situation or policy warranting change for the betterment of working conditions, morale, and safety of current and future employees. This conference will be conducted prior to the last day of employment whenever possible.

SAFETY MANUAL

City of Mitchell 2026

Mission Statement **3**

Forward **3**
Safety Statement **4**

Section 1 Safety Policy and Procedures
100.01 Material Safety Data Sheets **5**
100.02 Personal Protective Equipment (PPE) **5**
100.03 PPE Standards **5**
100.04 Mandatory Use of Personal Protective Equipment **6**
100.05 S.D. Worker's Comp on PPE & Misconduct **6**
100.06 Proper Dress for Work **7**
100.07 Departmental Inspections **7**

Section 2 Safety and Health Training
200.01 Safety and Health Orientation **8**
200.02 Job-Specific Training **8**
200.03 Formal Safety Training **8**

Section 3 First Aid Procedures
300.01 Reporting Procedure **10**
300.02 Minor first Aid Treatment **10**
300.03 Non-emergency Medical Treatment **10**
300.04 Emergency Medical Treatment **10**

Section 4 General Safety Rules

VEHICLE SAFETY

400.01 Driving Rules and Regulations **11**
400.02 Parking/Inspection/Security of Vehicles **12**
400.03 Vehicle & Equipment/Operation **13**
400.04 Operation of Special Equipment **13**
400.05 Operations in the Public Right of Way **14**
400.06 Pedestrian Safety **15**

PERSONAL SAFETY

400.07 Confined Space Entry **15**
400.08 Drug-Free and Alcohol-Free Policies **16**
400.09 Electrical Safety **16**
400.10 Ladders and Scaffolding **16**
400.11 Office & Shop Safety **16**
400.12 Outside Contractors **16**
400.13 Proper Lifting and Carrying **17**
400.14 Specific Prohibited Actions **18**
400.15 Active Shooter Plans **19**

Section 5 Plan Implementation

500.00 Departmental Safety Meetings **19**
500.01 Clarification of Responsibilities **19**
500.02 Safety Committee **21**

Section 6 Accident / Incident Investigation

600.01 Investigation Procedures **21**
600.02 Disciplinary Action **22**

General Information

Supervising Others **22**
Return to Work **22**
Safety Resources & Closing Notes **23**

Safety Manual Review with Supervisor Confirmation Sheet 24

Acknowledgement of Receiving Manual 25

MISSION STATEMENT

The City of Mitchell is committed to the safety and well-being of employees and dedicated to the provision of a safe working environment for all employees.

The City of Mitchell Safety Committee will work within established guidelines in the best interest of the City of Mitchell and its Employees in striving to provide a safe environment. This manual is a guideline and not to be considered "all-inclusive" of safety standards or procedures. It remains the employee's obligation to conduct all City Business in a safe manner while performing duties and to further their knowledge by extended training in areas of their functionality and job tasks.

Paying attention to safety has many benefits, including protection of our staff's health and welfare, promoting a professional environment employees can be proud of, building trust and respect for others in the workforce, and ensuring that tax-payer dollars are well-utilized by keeping liability costs at a reasonable rate. EACH employee, full-time or part-time has a vested interest in complying with all safety rules and procedures and must accept responsibility to work in a safe and responsible manner to ensure the safety of themselves, their co-workers, and the public. All employees are expected to actively cooperate with the City to implement regulations for safely conducting the duties of their jobs.

FORWARD

All employees are required to read and abide by the policies and procedures in this manual. All employees must report any incident, whether it is personal injury, property damage, accident , unsafe condition, or accident involving City property, operations or functions **IMMEDIATELY** to their supervisor and/or Department Director, and fill out all forms required, which will be forwarded to the Human Resources Director by the supervisor.

The City of Mitchell encourages all employees to work safely and welcomes any ideas or suggestions anyone may have concerning the safety and well-being of our employees. If you have any questions concerning this manual, please do not hesitate to contact The Human Resources Director, and/or the Safety Committee Chairperson.

All employees are responsible for cooperation with, and support of, safety program objectives.
Employees are expected to adopt the concept that the **SAFE WAY** is the most efficient and **only acceptable** way a task is to be accomplished.

To fulfill the overall mission of safety, City Department Heads and Supervisors will:

- Ensure policies and practices are developed and adopted to protect our employees, our citizens, our facilities, and our resources.

- Ensure continued safety training and education programs for city employees to maintain and improve safe work practices.

- Ensure periodic safety inspections of departments and safety procedures citywide.

• Ensure immediate corrective actions to unsafe conditions.

• Evaluate accidents and incidents to determine preventability and recommend corrective action.

Employees are expected as a condition of employment to attend, participate and support monthly department safety or informal "toolbox" safety meetings. Documentation of attendance is required.

CITY OF MITCHELL
SAFETY COMMITMENT STATEMENT

The City is committed to providing employees with a safe and healthful workplace. Recommendations by employees to improve safety and health conditions will be given thorough consideration by the Safety Committee and City Management. Management will direct appropriate resources for the correction of unsafe conditions to the extent possible. The primary responsibility for the coordination of the Safety Program will be the Human Resource Director/Risk Manager for the City of Mitchell.

Office Location: City Hall Phone 605-995-8417
Title: Human Resources Director

Department Heads and Supervisors will be actively involved with employees in the establishment of and maintenance of an effective safety program. The Safety Committee Chairperson, and/or other members of the supervisory team will participate with you or your department's employee representative in ongoing safety and health program activities which include:

• Promoting safety committee participation.
• Providing safety and health education and training.
• Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment and involvement in providing our employees a safe and healthful workplace.

The "**Acknowledgement of Receipt**" on the back page is to be signed by the employee and kept on file in the Human Resource Office until review of the manual has been completed by the Supervisor with the Employee – at that time an "**Acknowledgement of Review**" will be submitted to HR to be placed in the employee's file.

Section 100 -- Safety Policy and Procedures

100.01 Material Safety Data Sheets

All Departments will maintain and make readily accessible, an MSDS (Material Safety Data Sheets) book. Supervisors should review MSDS items with employees on a periodic basis, and employees have the responsibility to review the sheets independently and whenever they are not sure about safe handling or use of chemicals.

100.02 Personal Protective Equipment (PPE)

All PPE will be maintained and fitted properly. All required PPE will be purchased by the City of Mitchell at the discretion of the Supervisor.

PPE includes but is not limited to: Safety Glasses, Goggles, Face Shields, Reflective Vest and Jackets, Gloves, Chainsaw Chaps, Helmets, Ear Muffs or Plugs, Respirators, Life Jackets, Chemical Suits and Gloves. Any clothing worn for chemical safety shall not be taken home or placed in personal vehicles in order to prevent secondary contamination.

In order to ensure those utilizing the equipment are protected, Department Directors and Supervisors shall:

- Evaluate which exposures must be controlled with protective equipment.
- Research the type of protective equipment that is needed.
- Have selected employees trained in fitting and testing the equipment chosen.
- Establish and maintain records of fitting, inspection, and maintenance of equipment and safety systems.
- Explain the need for use of equipment to employees and discuss during safety meetings.
- Supervisors AND Employees shall ensure that all personal protective equipment is being used appropriately.
- Employees shall inspect all PPE prior to each use and notify supervisors of concerns.
- Supervisors will replace PPE on an as needed basis.
- Employees who abuse PPE will be subject to disciplinary action.

100.03 PPE Standards

1. ***HARD HATS*** ***(revised 2019)*** --to protect the head against falling objects, head bumping situations or electrical conductors. Hard hats must be worn in and around equipment or where tools are being utilized, where there is a potential for head injury from impacts, falling objects or overhead equipment, when near electrical conductors or hazards, and when in work zones or zones of danger, established or identified by on site supervisors and other qualified individuals or individuals with authority.

Selected head protection must comply with ANSI Standards for protective headgear.
Expiration date should be on hardhat & replacement is recommended after 3 years.

2. ***GOGGLES, FACE SHIELDS, or SAFETY GLASSES --*** to protect eyes and face against airborne debris, dust, flying particles, chips, liquid chemicals, heat, acids or caustic liquids, chemical gasses or vapors, or potentially injurious light rays. *If employees are engaged in operations that involve potential eye hazards, safety glasses with protective lenses or eye protection that can be worn over prescription lenses without disturbing the proper position of the prescription lenses shall be worn.* ***Selected Eye/and Face protection must comply with ANSI regulations and safety standards for eyewear. .***

3. ***EAR PLUGS/EAR MUFFS shall be worn*** to guard against prolonged exposure to noise exceeding 90 dB. Ear plugs/muffs must meet ANSI Standards.

4. ANSI approved ***RESPIRATORS, GAS MASKS, AIRLINE RESPIRATORS, HOSE MASKS, and SELF-CONTAINED BREATHING APPARATUS*** to protect employees against toxic or abnormal atmospheric conditions will be provided and shall be worn as specified by the Department.

5. ***SAFETY SHOES*** -- to protect feet against injuries from rolling or falling objects, objects piercing the sole, and where feet are exposed to electrical hazards shall be worn if required by the Department. The Department Head and supervisors will notify employees if safety shoes are required.

6. ***LIFE JACKETS*** -- Lifejackets/Protective Floatation Devices shall be worn when working in, around, or over any body of water in order to increase your survival should you experience unexpected entry into the water. Lifejackets/PFDs must be Coast Guard approved, in good and serviceable condition, and the appropriate size for the intended user. This gear must be worn if required by the Department. Department Heads and Supervisors will notify employees of this requirement. Lifeguards and swim pool maintenance workers are exempt from this requirement when working at a pool.

7. ANSI approved ***REFLECTIVE VESTS OR BRIGHT ARTICLES*** -- to increase workman visibility while working in or around traffic lanes must be worn in compliance with MUTCD (Manual for Uniform Traffic Control Devices) standards. City of Mitchell employees are required to wear reflective vests or jackets whenever they are working in the roadway, areas which are in the immediate vicinity of traffic, or in construction areas identified by the supervisor as being danger areas. Any person not wearing proper attire must be REQUIRED to leave the area immediately.

8. ***PROTECTIVE CLOTHING*** -- such as gloves, sleeves, aprons, leggings and full suits to protect against wounds, abrasions, bumps, slag, heat or melted metals, chemical splash or spray, and any other potential safety risk may be required for certain tasks, and will be provided as needed.

100.04 Mandatory Use of Personal Protective Equipment

The use of PPE will be Mandatory as a condition of employment when PPE has been deemed a necessary element of any job duty.

100.05 SDCL 62-4-37 of the South Dakota Worker's Compensation Law: Injury or death due to willful misconduct of employee not compensable. *No compensation may be allowed for any injury or death due to the employee's willful misconduct, including intentional self-inflicted injury, intoxication, illegal use of any schedule I or schedule II drug, or willful failure or refusal to use a safety appliance furnished by the employer, or to perform a duty required by statute. The burden of proof under this section is on the defendant employer.*

100.05.1 SDCL 62-8-22: Disability or death due to employee's willful misconduct, willful self-exposure, or disobedience not compensable. *Notwithstanding anything contained in this chapter, no employee or dependent of any employee, or personal representative of a deceased employee, or other person is entitled to receive compensation for disability or death from an occupational disease if the disability or death, wholly or in part, was caused by the willful misconduct or willful self-exposure of the employee or by the employee's disobedience to reasonable regulations adopted by the employer, that have been and are kept posted in conspicuous places in and about the premises of the employer, or otherwise brought to the attention of the employee.*

An employee may disagree with certain safety practices and may go above and beyond standard minimum practices to a level they feel is safe, but must ask for an immediate review of the safety practices in question by the immediate supervisor. The employee may request further review of the practice by the Department Head or his/her designee if the employee does not agree with the supervisor's review of the safety practice in question. An employee who follows this procedure and refuses to perform a task due to real or perceived safety concerns will not face retaliation of any sort.

100.06 Proper Dress for Work (revised 2019)

Each employee will wear clothing suitable to the job he/she is performing at all times.

Suitable clothing means clothing that will minimize danger from moving machinery, hot or injurious substances, sunburn, etc.

- Individuals with long hair shall wear a cap or net while working around machines.
- Individuals required to wear breathing devices in toxic atmospheres shall be clean-shaven where the mask contacts the face.
- Employees working in hazardous areas are to wear shoes designed for safety and must be appropriate shoes approved by the Supervisor. Tennis shoes, loafers, or sandals are not appropriate shoes in hazardous areas.
- Employees working with motorized or sharp tools will wear long pants as directed by the supervisor.
- Shirts are to be worn at all times by all employees on City time, unless wearing a lifeguard uniform.
- Sunscreen is recommended and provided by the City when working outside during the summer season.
- When working in winter weather, dress in layers.
- Jewelry is not to be worn while performing manual labor or when around mechanical devices. Supervisors shall make the determination on the specific tasks to which this rule applies.

100.07 Departmental Inspections

Departmental inspections occur at the following intervals:

Daily – Employees shall inspect their work area, tools, vehicles, and equipment at the beginning of each workday. If any unsafe condition is noted it should be taken care of by the employee immediately or reported to their Supervisor immediately for corrective action to be taken.

Monthly/Quarterly – Planned, scheduled, and documented inspections by Supervisors on all equipment, vehicles, facilities, and/or when recommended by the Safety Committee Chair or HR/Risk Manager as a result of investigations and/or trend analysis reports.

- Each Department shall tailor a checklist to suit specific Department requirements and ensure that they are completed accurately.
- Department Directors will keep a copy of all inspection reports and forward to the HR/Risk Manager on a quarterly basis. Departments will review previous inspection and accident reports to ensure previous corrective recommendations have been completed within reasonable budgetary and timeframe guidelines. Certain risks may require immediate correction and supplemental budget appropriations.

As a result of any inspection, Department Heads or his/her designee shall:

- Whenever possible, direct the immediate correction of any safety issues that have potential for personal injury.
- For circumstances that cannot be corrected immediately, employees and/or supervisors should take action to secure the area to prevent injury, and then submit a written report to the Department Head. The conditions should be listed in the order of priority, including suggested solutions and compliance dates, if possible. Department Heads should then review steps taken to secure the area or unsafe equipment as needed and draw up timely plans for repair or solution to the safety problem.
- Any unsafe tools, equipment, and vehicles shall be taken out of service until corrective action can be taken.
- Failure to conduct and document inspections, as well as failure to correct unsafe conditions by following these guidelines can be cause for disciplinary action.

Section 200 --Safety and Health Training

200.01 Safety and Health Orientation

Workplace safety and health orientation begins on the first day of employment or job transfer. Each employee will receive a Safety Manual at HR Orientation. The manual will be reviewed with a member of the Supervisory Staff at his/her department, as part of job-specific training for their Department. The Safety Manual is to be reviewed within the first week of employment, and both the Supervisor and the Employee will sign a form which verifies the manual has been reviewed. This form will become a part of the employee's personnel file.

200.02 Job-Specific Training

1. Mangers/Supervisors will train employees on how to perform assigned job tasks safely.

2. Supervisors will carefully review with each employee the specific safety rules, policies and procedures that are applicable and that are described in the workplace safety manual. Additionally, they will both complete the employee safety training and safety program acknowledgement form, sign it and return the form to Human Resources.

3. Supervisors will observe employees performing the work. If necessary, the Supervisor will provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.

4. All employees will receive safe operating instructions on seldom-used or new equipment before using it.

5. Supervisors will review safe work practices with employees before permitting the performance of new, non-routine, or specialized procedures.

200.03 Formal Safety Training

Employees will receive the following training, as determined by the Department Head:

1. **Hazard Communications** - Supervisors will ensure that all employees are briefed and trained on the hazardous substances in the workplace before they start working with these substances/chemicals. Department-specific procedures will be in writing and training provided.
2. **Noise Exposure Protection Training** - All employees whose noise exposure equals or exceeds an

eight hour ***time-weighted average (TWA)*** of 85 decibels shall participate in this training. The time-weighted average sound level is an average sound level determined by several sound level measures and the time duration for each sound level. Exposure to impulsive or impact noise shall not exceed 140dB.

3. **Respiratory Protection Program –** All employees whose job requires the use of respiratory protection will receive training.

4. **Confined Space Entry Program** – All employees required to work in a confined space situation will be required to undergo proper training prior to any such work. The objective of this Confined Space Entry Program is to help ensure the safety of all employees involved in confined space work operations. Department-specific procedures will be in writing and training provided.

5. **Infection Prevention Program / Blood borne Pathogen -** *All employees who could be reasonably anticipated as the result of performing their job duties to have* skin, eye, mucous membrane, or parenteral contact with blood and other potentially infectious materials (i.e.: blood, vomit, mucus, saliva, and amniotic fluid, etc.) shall receive Blood borne Pathogen training**.** *This includes, but is not limited to, employees in Fire, Police, Custodial, Parks, Recreation, Waste Water, and Solid Waste Operations.* Department-specific procedures will be in writing and training provided.

6. **Trenching and Safe Excavations Operating Program –** All employees whose job requires them to operate in excavations or trenches will receive safety training for these practices prior to being assigned this type of duties. Department-specific procedures will be in writing and training provided.

7. **Heat Stress -** All employees whose job requires them to work in conditions that could result in Heat Stress will be instructed in proper precautions to avoid such conditions. Supervisors shall strive to protect employees from heat stress and provide adequate breaks, hydration, and/or adjusted hours to avoid the hottest parts of the day. The purpose of all such adjustments is employee safety and well-being.

8. **First Aid / CPR / AED Training Program (revised 2019) –** All City of Mitchell employees will participate in the opportunity to be certified in basic CPR/AED and First Aid. Certain jobs require such certification at higher levels than basic training and such will be provided as needed. Training will be conducted by American Heart Association instructors, or by personnel with training that is equivalent to or exceeds AHA Standards.

9. **Chain Saw Training Program -** All employees whose job requires them to work with Chain Saws will receive training on proper Chain Saw operation and on proper PPE that shall be worn while operating a Chain Saw or gas powered cut off saws.

10. **Safe Driver Training Program –** All employees whose job requires them to drive a City of Mitchell vehicle or a personal vehicle for City business will receive training on Safe Driving techniques. The training will be provided on a regular basis internally, with department-specific training. The DDC-4 (Defensive Driving Course – 4 hours) is recommended for each employee every 3 years.

11. **Lockout/Tagout Training Program -** Training will be provided to employees whose job duties include exposure to the hazards of unexpected energization, start-up or release of stored energy, and all potentially hazardous energy sources, included but not limited to hydraulics, gravity, and pressurized gasses.

Section 300 -- First Aid Procedures

Section 300.01 Reporting Procedure

All incidents are to be reported immediately, using the South Dakota Employer's First Report of Injury. A copy of the report is to be turned in to Human Resources, and a copy given to the employee. The employee is asked to sign an SDML Worker's Compensation Fund Authorization for Release of Information, and the Supervisor is to fill out a Supervisor's Accident Investigation Report. These are to be turned in to Human Resources. Forms are to be completed for all injuries, including minor injuries, as minor injuries can develop into major concerns at a later date and MUST be documented properly if they are to be covered through Worker's Compensation if complications develop.

All full-time City Employees are trained and certified in First Aid and CPR/AED on a rotating basis – half of the employees one year and the other half the next year. New employees are to be scheduled for training as soon as possible after hire.

300.02 Minor First Aid Treatment

First aid kits are kept in all departments and in all City vehicles. First Aid kits will be inspected as part of departmental inspections. If you sustain an injury or are involved in an accident requiring minor first aid treatment follow this procedure:

- Administer first aid treatment to the injury or wound.
- If a first aid kit is used, indicate usage on the accident investigation report.
- Access to a first aid kit is not intended to be a substitute for medical attention.
- Inform your supervisor so the injury can be evaluated and a decision made if further treatment may be necessary.
- The Supervisor will provide details for the completion of the accident report form.

300.03 Non-Emergency Medical Treatment

If you sustain an injury requiring treatment other than first aid:

- Inform your Supervisor.
- Proceed to a clinic or medical facility to receive treatment. If possible, have a co-worker or supervisor drive you.
- Provide details for the completion of the First Report of Injury.

300.04 Emergency Medical Treatment

If you sustain a severe injury or you are a witness to an injury requiring emergency treatment:

- Call 911 and seek assistance from a co-worker or anyone available in the area. Notify those around you that an emergency exists and solicit help.
- If you are injured do not drive, call for help.
- If you are providing transportation assistance do not let the injured person drive.
- If leaving the site to seek treatment let those around you know that treatment is being sought and where that treatment is being done.
- Provide details for the completion of the accident investigation report.

Section 400 -- General Safety Rules

The safety rules contained on these pages have been prepared to protect you in your daily work. Employees are to follow these rules, review them often and use good common sense to carry out assigned duties.

VEHICLE SAFETY

400.01 Vehicle Rules and Regulations

All drivers of City vehicles, and those using their personal vehicle for City business, will comply with all applicable laws of the state as well as any additional regulations of the City. Police and Fire vehicles under emergency situations are exempted from certain motor vehicle laws and rules, but are required to exercise due caution and care in travel, in accordance with South Dakota Statutes and departmental S.O.P.'s

1. It is the City of Mitchell's policy that no vehicle will be placed in motion before the driver and all passengers have buckled their seat belts.

2. Whenever possible, position your vehicle so that backing up or backing out is not necessary.

3. Backing up vehicles without a clear view behind the vehicle:
   - If another employee is available, he/she will get out and guide the vehicle back using standardized hand and voice signals.
   - If the driver is alone, he/she will get out of the vehicle and inspect the area behind before backing.
   - At all times, strict caution is to be observed.

4. Street & Sanitation Department garbage collection workers must exercise caution and utilize running boards and safety handles when actively collecting garbage. All other times, workers must ride inside the cab.

5. Riding on the sides, tool boxes, tailgates, running boards, or roof of any truck is prohibited. Riders will be seated only in the intended area with seatbelts worn. (Exception to this rule is explained in # 4)

6. Drivers will carry their valid driver's license at all times when operating motor vehicles.

7. Each employee who operates a City vehicle or a personal vehicle on City business is required to report any suspension or revocation of his license to his Supervisor. Failure of any employee to report a change in license status will result in disciplinary action in accordance with prescribed personnel rules.

8. Except for Police and Fire in authorized emergencies, posted speed limits will be strictly adhered to.

9. Drivers will direct their full attention to driving. When possible, inspections of streets, trees, signs, etc. will be made by a passenger, not the driver.

10. During periods of limited visibility or when windshield wipers are in use, vehicle headlights should be on.

11. All drivers may be subject to periodic review of their driving skills and/or attendance at a safe driving course.

12. Consumption of alcoholic beverages or illegal drugs prior to or during operation of a vehicle is strictly prohibited.

13. Any employee who operates a city vehicle must report to their Supervisor when a physician prescribes medication that may impact their ability to drive, or when taking Over- The- Counter medications that effect driving.

14. Trailers are to be fastened securely to hitches. Safety pins in pintel locks will be used. Safety chains will be crossed under the hitch and securely fastened before moving the vehicle. Trailer lights will be connected and checked for proper operation.

15. All equipment (riding mowers, skid loaders etc.) to be transported either in a truck or trailer shall be secured with a minimum of 4 points of contact.

16. No passengers are allowed in the box or bed of any pickup or other truck on public roads except when authorized by the Risk Manager (i.e. parades, special events, etc.).

17. Drivers are to refrain **from all forms** of distracted driving. Excludes authorized use by Public Works, First Responders and Public Safety.)

18. These rules may be updated periodically and may be amended as necessary.

400.02 Vehicle Parking -- Inspection --Security of Vehicle

1. City vehicles are to be locked when not in use.

2. City vehicles are not to be left running or unattended with a key left in the ignition unless it is locked. (Excludes Fire Department and Police Department)

3. City vehicles are not to be parked in "NO PARKING" zones except in emergency situations or in required performance of official duties. At those times when a vehicle is parked in a "NO PARKING" zone, emergency blinkers shall be turned on.

4. Before initial use of a vehicle each day, the driver will walk around and inspect the vehicle for damage, lights, loose hardware, under inflated tires, or any other condition which may create an unsafe situation. It is the driver's responsibility to see that a vehicle is in safe operating condition.

5. All city vehicles that go to the street shop for any repairs will also be inspected for: making sure all lights are working properly, no cracks or damage to the front windshield, and the tire tread will be checked. However, vehicle checks should be done on a regular basis within each department for any damage or needed repairs.

6. Any deficiency encountered will be reported to a Supervisor immediately. It will be the Supervisor's responsibility to ensure that appropriate action is taken to correct the problem.

400.03 Vehicle Equipment & Operation

1. Safety belts will be worn at all times by all drivers and passengers in city vehicles that are equipped with them.

2. The vehicle registration shall be in the vehicle at all times.

3. Turn signals will be utilized by all drives at all times in ample time to warn oncoming or following vehicles of the intent to turn.

4. Drivers will ensure that the windows, headlights, tail lights and windshield wipers are clean and Operational at all times.

5. Tailgates shall be up and latched when vehicles so equipped are in motion. Extended loads with tailgate open must be secured and flagged.

6. In any case, the driver of the vehicle is responsible to see that all necessary conditions are met on his/her vehicle before he/she operates it. Any issues are to be reported immediately.

7. If the vehicle does not have a tailgate, but is loaded, the driver of the vehicle will ensure that the load is secure on the truck and that overhangs are properly marked in accordance with applicable state and local laws.

8. The maximum number of passengers riding in a vehicle shall not exceed the number of seat belts/seating space.

9. Objects hanging from mirrors or obstructing the view of the driver are not allowed.

400.04 Operating Special Equipment

Instruction:

Special equipment such as tractors, hi-lifts, high rangers, graders, plows, cranes or any unit which has special devices added for specific types of work will require formal instruction prior to use by the driver. This special training will include:

1. Explanation and demonstration of all control devices.

2. Explanation and demonstration all safety equipment.

3. Knowledge of maintenance items such as fuel, water, oil or other minimum operating needs of the unit.

4. Demonstration of operation.

5. New driver operation under supervision of designated trainers.

6. Instruction in driving to and from, or on and off a trailer, parking procedures and method for securing.

7. Road test required on special or large equipment.

A report of this training is to be documented by the Department Head or Supervisor and filed with Human Resources to be placed in the employee's personnel record.

Passengers: Passengers will ride only in seats so designed for passengers on special equipment.
Backing Up: Operators will follow backing guidelines set forth in Section 400.01 of this manual, # 2 & # 3.

Traffic Rules: Construction type equipment will travel at prudent speeds without exception. This equipment will use the right lane except when a left turn is required. Right-of-way will be given to all other motor vehicles. if so equipped, headlights will be on at all times when driving down the street. Triangular, orange colored slow-moving vehicle signs will be displayed on the rear of the vehicle.

Use of special equipment without previous training or authorization will result in disciplinary action.

400.05 Operations in the Public Right of Way

1. If street construction or repair work is to be done, preparations will be made to assure vehicle and pedestrian safety before such work is allowed to begin.

2. If traffic is affected by the operation, proper signing must be used to warn in advance of the work area. Traffic control signs in and around the affected area are to be correctly placed and maintained through the period when work is being performed and traffic obstructions exist. All signs and placement are to be in accordance with the MUTCD standards. (Manual for Uniform Traffic Control Devices).

3. Where barricades and signs are used overnight, Supervisors will examine the work area for proper placement at the end of the work day.

4. High Intensity Sheeting barricades or better will be used for overnight protection. Lights are optional when this type of barricade is used.

5. Where traffic must be periodically stopped or obstructed by workers or equipment in the traveled portion of a roadway, a flagman wearing a protective vest and a slow/stop paddle will be stationed at the appropriate area for purposes of directing traffic.

6. All workers in or near the roadway will wear reflective vests or reflective clothing while at the work site. Reflective vests will meet the ANSI 107-2004 standard.

   - Class 1 vest is required when the posted speed limit is below 25 M.P.H.
   - Class 2 vest is required when the posted speed limit is between 25 and 50 M.P.H
   - Class 3 vest is required when the posted speed limit exceeds 50 M.P.H.

7. A flag person will be used to slow or direct traffic where the approach to the work area does not provide adequate visibility to drivers.

8. Any person setting up signage and barricades must possess proper training, which will be provided internally. Assistance in setting up signage or barricading should be available at any time from the Traffic Division of the Public Works Department.

9. **Emergency Road Repair**: Crews are to set up the signs and cones when arriving on the scene. Work in one lane at a time if at all possible. Contact the Traffic Division in all cases once the signs and/or barricades are in place.

10. In any case where streets are significantly obstructed or closed for any period of time the Police and Fire Departments shall be notified of the situation and told approximately how long the closure should be in effect.

400.06 Pedestrian Safety

1. When pedestrian traffic is impeded by official City barricades, restrictive tape, rope, and barricades or other restraints will be used to keep the public from the work site. If pedestrian traffic must be routed off sidewalks and into the street, cones, barricades and signs to guard from vehicular traffic will provide protection.

2. Holes in the sidewalk or parkway which must be left open will be covered whenever possible. Perimeter protection will be erected. Every reasonable means of preventing accidental entry into the hole should be used. Keep in mind that darkness and rain can complicate this situation and require extra safety efforts.

3. Where an unusual situation exists that cannot be easily resolved, or when personal injury or damage to equipment or property occurs as a result of operations, contact the specific Department Supervisor and the Human Resource Director immediately.

Personal Safety

400.07 Confined Space Entry

This task is to be done only by those employees currently trained in this area.

A confined space refers to a space which has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce hazardous atmospheres, and which is not intended for continuous employee occupancy. **Examples of such confined spaces include but are not limited to** metering vaults, regulating vaults, valve vaults, storage tanks, sludge pump vaults, well housings, dam site gate control chambers, pipelines, trenches, filter beds, air vacuum and release vaults, and other utility vaults, manholes and tunnels.

Further, a confined space requires a permit to enter if it has the potential to have a hazardous condition as described below:

HAZARDOUS CONDITIONS:

Hazardous conditions include, but are not limited to the following:

1. An atmosphere containing less than 19.5% oxygen (normal air contains 20.9% oxygen). This is usually the result of oxygen displacement by inert gases such as nitrogen, argon, or helium.
2. Flammable gases and vapors (e.g., methane, ethane, propane, gasoline, methyl-ethyl ketone, and alcohol).
3. Toxic gases and vapors (e.g., hydrogen sulfide, nitrogen dioxide).
4. Internal configuration that has inwardly converging walls or floors which slopes downward to a smaller cross section.

5. A liquid or solid substance that can trap an entrant.
6. Energy hazards such as electrical equipment, steam, heat, shafts, augers, etc.

Department-specific procedures will be outlined and training provided as needed, along with general training provided through SDML / Safety Benefits, Inc.

400.08 Drug-Free and Alcohol Free Policies

The City of Mitchell is committed to a drug-free and alcohol-free work environment, which is a vital component of our safety program. Please refer to the City of Mitchell Personnel Policy and Procedures Manual for specifics regarding these policies

400.09 Electrical Safety

All electrical testing, repair and/or maintenance should only be performed by trained employees or contractors. ANY unsafe cord, appliance, tool or fixture should be reported immediately to Supervisors and taken out of service until repaired or serviced.

400.10 Ladders and Scaffolding

Aluminum ladders no longer meet safety guidelines and should be replaced as soon as possible – this replacement should be worked into department budgets as a current priority. The main reason for this is load bearing and electrical conduction. All other ladders and scaffolding shall be inspected prior to each use for unsafe conditions or damage. All ladders and scaffolding have safety procedures and attached warning stickers. These should be followed at all times. Proper training in the use of ladders is required in each department annually, as well as training in scaffolding. Special attention is required around water or electrical cords and devices. Ladders have use restrictions for reaching certain heights. The proper ladder and procedure for needed height is to be used without exception.

400.11 Office & Shop Safety

Office & Shop environments can contain safety risks. Follow these procedures to prevent accidents and injury.

1 Every employee shall be responsible to see that his/her own work area is clean, orderly and free from objects that may fall or pose a risk such as puncture or cut, to themselves or others.
2. Drawers should be closed when not in use to minimize risk of tripping.
3. Chairs should be stable.
4. Evacuation plans should be posted in visible areas, and employees should be familiar with them.
   - Notify 911 upon any suspicion of a fire or danger.
   - When an evacuation is occurring, provide guidance to members of the public that may be present.
   - Employees shall evacuate city facilities when the fire alarm is sounding unless it is verified as simply a test.
   - All employees and members of the public should report to a predetermined meeting place and a staff member should do a head count to verify that everyone is out of the facility.

400.12 Outside Contractors

1. All contractors hired to do work for the City of Mitchell will follow all local, state, and federal guidelines and laws.
2. All contractors and organizations renting City of Mitchell facilities for purpose of generating revenue or fundraising may be required to provide certificates of insurance listing the City of Mitchell as an additional Insured, and must sign a Hold-Harmless Agreement. Other restrictions by the City of Mitchell may

apply as needed.

400.13 Proper Lifting and Carrying

Proper lifting and carrying are to be done by recommended methods. Employee Back Safety and Lifting/ Carrying training should be done annually within the Department/Division.

LIFTING TECHNIQUES /BACK INJURY PREVENTION

Lifting and moving of objects must be done by mechanical devices rather than by manual effort whenever practical. The equipment used must be appropriate for the lifting or moving task. Lifting and moving devices must be operated only by personnel trained and authorized to operate them. Employees should not be required to lift heavy or bulky objects that overtax their physical condition or capability. All employees should attempt to minimize twisting at the waist while lifting.

Manual Lifting:

Manual lifting and handling of material must be done by methods that ensure the safety of both the employee and the material. It is City of Mitchell policy that employees whose work assignments require heavy lifting be properly trained and physically qualified.

The following are rules for manual lifting:

1. Inspect the load to be lifted for sharp edges, slivers, and wet or greasy spots.
2. Wear gloves when lifting or handling objects with sharp or splintered edges. These gloves must be free of oil, grease, or other agents that may cause a poor grip.
3. Inspect the route over which the load is to be carried. It should be in plain view and free of obstructions or spillage that could cause tripping or slipping.
4. Consider the distance the load is to be carried. Recognize the fact your gripping power may weaken over long distances.
5. Size up the load and make a preliminary “heft” to be sure the load is easily within your lifting capacity. If it is not, get help.

Muscle and back injuries can be very painful. To help prevent them, follow these guidelines for lifting and carrying, handling heavy or bulky materials, using team lifting, and lifting over your head.

***Lifting and Carrying*:**

1. Stand close to the object with feet spread for balance. It may help to set one foot forward of the other.
2. Don’t twist your body to get into position.
3. Squat down, keeping your back straight and your knees bent.
4. Grasp the object firmly.
5. Breathe in to inflate your lungs. (This helps support your spine.)
6. Lift smoothly with your legs, slowly straightening them. Then return your back to a vertical position.

7. Hold the object firmly and close to your body as you carry the load.
8. Turn by moving your feet, not by twisting your body.
9. The steps for setting an object on the ground are the same as above, but in reverse.

***Handling Heavy, Bulky Materials*:**

1. Use dollies or hand trucks for moving materials packed in bulky burlap sacks, crates, boxes and barrels.
2. Store heavy, bulky materials on lower shelves, or on pallets. This eliminates the need to lift heavy objects over your head and makes materials easy to reach.
3. Avoid storing heavy or bulky items on top shelves.

"Team" Lifting:

Two or more people should work together any time an object must be placed high on a shelf or can't be easily handled by one person.

1. If team lifting is required, personnel should be similar in size and physique.
2. One person should act as leader and give the commands to lift, lower, etc.
3. Two persons carrying a long piece of pipe or lumber should carry it on the same shoulder and walk in step. Shoulder pads should be used when needed to prevent cutting shoulders and help reduce fatigue.

Lifting over your head is usually a two-person task. One person may be able to lift a box from the floor to waist level quite easily, because this movement relies on leg muscles. But it may take two people to lift the same box to an overhead shelf, because this motion uses weaker arm and back muscles. Remember, heavy or bulky items should be stored on lower shelves.

400.14 Prohibited Actions

1. Horseplay on the job will not be tolerated or condoned.
2. The use of personal headset radios or tape players by employees shall not be permitted. (Supervisor Discression)

- Headset units provide mental distraction from the concentration required to perform most jobs.
- State Law prohibits the use of these items while operating motor vehicles and machinery.
- The ability to hear ambient sounds, including abnormal rattling and equipment noise is affected.
- Verbal communication from other employees is impaired.
- Hanging wires leading from the unit's receiver to the headset can prove dangerous when near machinery.

Employees operating motor vehicles and machinery should exercise extreme caution when driving behind bicycle riders who are wearing headsets.

400.15 Active Shooter Plans

Active Shooter Emergency Plans have been developed for City Hall/Corn Palace, Community Services, Parks & Recreation, and the Public Library. Supervisors of these departments should review these plans with Law Enforcement and their staff every two years.

Section 500 -- Plan Implementation

500.00 Departmental Safety Meetings

Safety meetings are often called "tailgate" meetings due to their informal nature. All departments shall have a minimum of one safety meeting per quarter. An extensive library of printed and film material is available through the South Dakota Safety Council and Safety Benefits, Inc. Upon request, Safety Committee members, Human Resources or Safety Benefits, Inc. can be contacted to assist with Safety Programs. A log of each meeting must be kept by Supervisors including those in attendance and forwarded to Human Resources on a regular basis.

500.01 Clarification of Responsibilities

A. Human Resources Director

- Ensure new employees receive Safety Manual at Orientation and are trained by supervisors within the first week with a review of the safety manual. Keep records of training in employee personnel file.
- Work with Safety Committee to schedule relevant training for supervisors and staff.
- Work with Department Directors and Supervisors to keep departmental "tail gate" and safety training active, and maintain records of such training.
- Maintain the accident record system, submit reports to SD Worker's Compensation, investigate fatal or serious accidents, and verify corrective action taken by Department Directors to eliminate accident causes.
- Guide employees as needed when they go through the Worker's Compensation process.
- Verify that proper corrective action has been taken by the Department Head on all violations of safety procedures, and that a record of such action is turned in to HR. When disciplinary action has been taken, file reports in employee's personnel file.
  Present quarterly safety statistics to the Safety Committee.

B. Safety Committee Chairperson

- Work toward a proactive loss prevention program.
- Work with the Human Resources Director in all areas of safety, including training and implementation of Safety procedures and regulations.
- Maintain outside professional contacts to exchange information with others and keep the Safety Program up to date and in alignment with current local, state, and federal guidelines.
- Act in an advisory capacity on all matters pertaining to safety, as required for the guidance of department directors, supervisors and employees.

- Proactively promote and assist in conducting inspections throughout City Departments for the purpose of discovering and correcting unsafe work practices.
- Coordinate the Safety Committee, including the scheduling of quarterly meetings.

C. Department Directors

- Department Directors are responsible for maintaining safe and healthy working conditions within their jurisdiction. It is expected that a sustained effort will be directed toward the ***prevention*** of injuries, accidents, potential liabilities.
- Work with supervisors to conduct department inspections for the purpose of discovering and correcting unsafe conditions or unsafe work practices.
- Conduct at a minimum monthly safety training within the department, such as at staff meetings, tail-gate meetings, training on new equipment. Document attendance/participation and keep on file. You shall turn such documentation in to HR on a monthly basis. Aurora Videos is an excellent resource as well as NeoGOV, and www.safetytoolboxtopics.com.
- Complete necessary reports, investigate all accidents, secure supervisors accident reports and verify that corrective action has been taken by supervisors to eliminate accident recurrence.
- Ensure that the Human Resources Director is notified of injuries, accidents, and near misses as they occur, and turn in to HR the First Report of Injury, Release of Information Form, and Supervisor's Investigation Report within 24 hours of the accident/injury.
- If indicated, ensure proper disciplinary action has been taken for violations of safety practices within 10 business days.

D. Supervisors

- Provide job training and safety instructions to all employees on an initial and ongoing basis. Also focus attention upon potential hazards, changes in work condition or procedures, etc.
- Promptly investigate accidents, immediately complete required reports, and ensure proper action has been taken to correct safety issues.
- Participate in all City of Mitchell Safety Programs and stay abreast of all current safety practices.
- Maintain high standards in housekeeping in the workplace.
- Ensure the workplace (i.e. buildings and equipment) are maintained, that safety hazards are eliminated, and that monthly inspections are completed and documented.
- Assist the Department Director in developing safety rules.

E. Employees

- Actively support and participate in safety promotion and educational training provided.
- Think about your safety and the safety of others as you approach each task.
- Make efforts to maintain health and fitness so that you are able to perform the duties of the job in a manner that limits or eliminates a safety risk to yourself or others.
- Perform all tasks in a safe manner for accident/injury prevention and take no unnecessary risk.
- If you do not have the appropriate tools to complete a job safely, take the time to get the tools before you continue the task.
- Address unsafe conditions prior to beginning the task, and report to the supervisor all unsafe practices or conditions if you need assistance in eliminating them.
- Assist other departments if you see unsafe behavior or unsafe conditions by reporting it to the appropriate staff or supervisor.

- If unsafe conditions cannot be corrected, the supervisor will reschedule the task until conditions are satisfactory. If a supervisor is not on site, the employee should notify the supervisor of your concern.
- Be alert for unsafe conditions in the community or environment that may impact the task assigned.
- Report all accidents and injuries that occur immediately to the supervisor.
- Cooperate and assist in investigation of accidents.
- Understand that negligent behavior or conscious disregard of safety rules may result in disciplinary action as well as make the employee ineligible for coverage of injuries through the South Dakota Workers Compensation Plan and medical issues may become the financial responsibility of the employee.

500.02 Safety Committee

A. Human Resources Director will appoint individuals to serve on a Safety Committee. The Safety Committee will be composed of the Committee Chair, the Human Resource, and up to 8 members, 4 members recommended by the AFSCME Union and all others general members, to include:

One representative from any of the following departments:

- Police and/or Fire Department
- Parks/Recreation Department
- Public Works Department
- City Hall
- Utilities Department
- Library
- Golf & Cemetery Department
- Community Services Representative

B. Safety Committee Responsibilities

- Meet at least one time per quarter and maintain records of meetings.
- Review accident/investigation statistics for the previous calendar quarter.
- Review the trends of circumstances and causes of accidents, injuries and general liability claims – statistics only, not confidential names. Make recommendations based on those trends for preventative measures.
- Represent the Safety Committee within your Department, and actively promote safety in all areas of your work environment. Develop and recommend improvements to the safety program.
- Schedule and conduct periodic safety inspections and recommendations for correction of unsafe conditions and practices. The City will also follow recommendations by the SDPAA when they do inspections within each city department.
- Review Safety Policies and Procedures in all Departments.
- Listen to suggestions by employees and report them to the committee for consideration.
- Conduct a Safety Awards Program for the City of Mitchell and Employees.

Section 600 -- Accident & Incident Investigation

600.01 Investigation Procedures

An accident investigation will be performed by the Supervisor/Employees at the location where the accident occurred. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures and have the proper forms completed:

- Implement temporary control measures to prevent any further injuries to employees or bystanders.

- Keep in mind that the purpose of investigation is to determine cause and prevent similar incidents for the future. Investigations are not intended to place blame, but to record facts.
- Review the equipment, operation and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues or further details to the accident's causes.
- Employees shall cooperate with the investigation process in an honest and forthright manner whether they are the injured party or witness to the incident.
- Investigate causal conditions and unsafe acts of employees or others at the site; make conclusions based on existing facts.
- For injury to a worker, complete the First Report of Injury -- give a copy to the employee and the original to Human Resources. Have the employee complete a Release of Information form if they are willing to do so and turn it in to HR, along with the Supervisor's Investigation Report.
- For injuries to someone other than an employee, supervisors should fill out an accident report form and keep it on file in the Department. For situations which are serious, also turn a copy of the report in to Human Resources for Liability purposes.
- Provide recommendations for corrective actions and indicate the need for additional or remedial safety training.
- All staff are to respect the privacy of injured parties, and are asked to refrain from discussing the accident/incident to other non-involved parties. A formal investigation may be required and written documentation by those involved will be the official record.

Accident & Incident investigation reports must be submitted to the Human Resource Director within 24 hours of the accident.

600.02 Disciplinary Action Resulting from Safety Violations:

The City expects each employee to follow and support the safety program. If infractions occur, it is important that procedures be in place for both the City and the employee to resolve such issues. Gross or repeated negligence, or refusal to follow safety rules can be cause for disciplinary action and/or termination.

GENERAL INFORMATION

Supervising Others

Whether you are a supervisor or not, there are times when you train or supervise new staff members, particularly temporary or seasonal workers. Remember to convey to them the importance of a positive attitude and no-nonsense approach to the Safety Program and City policy. Instruct them to perform their duties safely and to follow safety procedures needed to complete individual tasks. New Employees are sometimes shy about asking questions that may be important to safety issues. Cover the subject thoroughly and ask for input. It is important these employees are properly trained and sign off on training.

Return to Work

Return to Work issues should be reported to Human Resources and the appropriate Physician's Release for Return to Work must be documented by Supervisors. Supervisors must consult Human Resources and the City Policy Manual on Return to Work issues and follow the procedures outlined.

SAFETY RESOURCES & FURTHER INFORMATION

The Human Resource Director, Safety Benefits, Inc., the South Dakota Safety Council, Supervisors and the Safety Committee are some of the resources for Safety Training and information.

Employees are encouraged to continually further their knowledge and training on safety issues pertaining to their employment and respective duties.

If you feel a safety issue is important, discuss it with supervisors and co-workers BEFORE an accident happens. It is both admirable and effective to pay attention to detail, be a responsible proactive employee and take precautionary and/or corrective action before someone gets hurt. Your attention to safety details is important for you, for your family, for your coworkers, and for their families. We may never know how many injuries we prevent by never taking short-cuts, but a healthy and active workforce is the result.

Employees are responsible to conduct themselves in a safe manner and to protect themselves at all times from unnecessary risks. The City of Mitchell will strive to maintain a safe, healthy, and proactive safety environment for all employees. We all share the goal of keeping everyone safe, free from injury, and concerned about the welfare of all. Together we can prevent accidents and strive towards ZERO lost time for employees and continued long-term use of our equipment and resources. Together we can respond appropriately when accidents occur.

A Safety Manual and/or Program cannot possibly cover all aspects of operations and employee conduct. It is a guideline pointing employees and supervisors towards proper conduct, actions, protective work environment and equipment. Safety is an ongoing component of each and every task. Please be sure to seek out additional information if you have any questions regarding safety.

The following are the current 2026 members of the Safety Committee. Election of officers will take place at the first meeting of each year. Please contact them if you have questions or concerns.

Brad Gates	Jason Tuttle	Tylor Peterson	Jon Thurman
Jeff Hanson	Thomas Gulledge	Tiffany Boehmer	Andrew Becker

Liz Kitchens, ex-officio

CITY OF MITCHELL
Department & Employee Safety Manual Review Acknowledgement

The undersigned EMPLOYEE and Department Director and/or it's Supervisor hereby acknowledge that the employee has had a review of this Safety Manual with his/her supervisor, that they have had the opportunity to ask questions, and that they comprehend the goals and directives of the Safety Program of the City of Mitchell.

- It is also understood that this manual is not the entire scope of the Safety Program. A Safety Program is considered an ongoing learning process and work in progress with a goal of protecting Employees, the General Public, and City of Mitchell from unnecessary risk factors, personal injury and liability exposure. Safety Training is essential and a condition of employment with the City of Mitchell and is to include but is not limited to:

    - Additional training that may be specific and unique in nature to an employee's job duties and specific to each Department.

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    - Learning by each employee through working with supervisors, and taking responsibility for self-directed learning by educating themselves through use of written directions and following manuals that are provided for the safe operation and handling of new tools, power equipment of all types, materials handled and supplies purchased in performance of a wide variety of job duties, projects and assigned tasks that may or may not be covered in this manual. This may require each employee to acquire safety manuals and instructions, read and adopt specific practices that may be written on, attached to or purchased with a variety of tools, equipment and supplies (i.e. paints, cleaning supplies, chemicals materials etc.) encountered in the daily performance of duties. It being understood that each tool, chemical, piece of equipment etc. has its own safety guidelines and procedures for operation, some self-learning may be needed to supplement training provided by supervisors. This may include cross-training between various Departments to benefit the City of Mitchell and its Employees.

This form is to be turned in to Human Resources by the Supervisor *within the first week of hire date*, and will be placed in the employee's personnel file.

Signed:_____ Signed: _____
EMPLOYEE SUPERVISOR

DATE:_____ DATE: _____

ACKNOWLEDGMENT of RECIEPT:

This workplace safety program will be incorporated into the Personnel Rules and Regulations as a condition of employment. By signing below, the employee acknowledges receipt of the City of Mitchell Safety Manual 2026.

Employee Name: _____

Employee Signature:_____ Date:_____

Department:_____

Human Resources Director: _____Date_____

City of Mitchell, South Dakota

Drug and Alcohol Policy

Effective January 2026

Adopted by: Mitchell City Council Date Adopted: 1/20/2026 Last Revised: 12/27/2021

Updates:

Page 4 – **added** parts 382 and 383 to comply with FTA transit policies

Page 5 – **added** "alcohol" to Prohibited Behavior

Page 7 – Post-Accident Testing: **added** "operating a motorized vehicle, machinery, equipment and/or a public transportation vehicle at the time of the accident."

Page 10 – Voluntary Self-Referral: **removed** substance abuse counselor for evaluation and treatment to the employer's Employee Assistance Program (EAP) or a similar external service. The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. (per FTA guidelines)

Page 10 – Voluntary Self- Referral: **changed** employee will not be allowed to perform such functions "until successful completion of a prescribed rehabilitation program to during treatment and meets the DOT return to-duty process; etc….) (per FTA guidelines)

Page 10 – **new** Medical Marijuana Use

Page 10 – **new** References

Page 11 – u**pdated** Contact Person

Contents

Purpose of Policy 4
Covered Employees 4
Prohibited Behavior 5
Consequences for Violations 5
Treatment/Discipline 6
Circumstances for Testing 6
Pre-Employment Testing 6
Reasonable Suspicion Testing 6
Post-Accident Testing 7
Random Testing 7
Testing Procedures 8
Dilute Urine Specimen 8
Split Specimen Test 9
Test Refusals 9
Voluntary Self-Referral 10
Prescription Drug Use 10
Contact Person 10
Medical Marijuana Use 9
ATTACHMENT A – Covered Positions By Job Title 12
Palace Transit Acknowledgement of Receipt of Substance Abuse Policy 13
City of Mitchell - Public Safety and General Employee Acknowledgement of Receipt of Substance Abuse Policy 14

Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, 382, 383, as amended. Copies of Parts 40, 382, 383, 655 are available in the Human Resources Director's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 40, 382, 383, and 655.

Portions of this policy are not FTA-mandated, but reflect City of Mitchell, South Dakota's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of Mitchell, South Dakota employees are subject to the provisions of the Drug-Free Workplace Act of 1998.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their Department Head no later than five days after such conviction.

Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are **an FTA** covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

You are an FMCSA employee if you perform the following:

- **Hold a Commercial Driver's License and operate commercial motor vehicles, 26,001 lbs gross value weight rating (gvwr.) or greater, or operate a vehicle that carries 16 passengers or more, including the driver, or required to display a DOT placard in the transportation of hazardous material. See FMCSA regulations at 49CFR part 382.**

You are a Public Safety Employee if you perform the following:

- **Police Patrol or Detective**
- **Firefighter/EMS or Firefighter/Paramedic**
- **Communications Specialist**

See Attachment A for a list of covered positions by job title.

Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug or alcohol in the body above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opiates
- amphetamines
- alcohol

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/Discipline

The City of Mitchell has a zero-tolerance policy regarding illegal drugs and alcohol misuse. Any employee who tests positive for drugs or for alcohol (i.e. a BAC at or above 0.04) will be referred to a Substance Abuse Professional (SAP) **and terminated.**

Any employee that tests positive for alcohol with BAC between .02 - .039 will be subject to disciplinary action including one day unpaid suspension, up to and including termination.

All costs associated with evaluation or treatment by an SAP will be at the expense of the employee.

Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Mitchell, South Dakota has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating a motorized vehicle, machinery, equipment and/or a public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Mitchell, South Dakota using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating a motorized vehicle, machinery, equipment and/or a public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident
(2) One or more vehicles incurs disabling damage and must be towed away from the scene, and the covered employee may have contributed to the accident
(3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Mitchell, South Dakota using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. A covered employee is prohibited from using alcohol for 8 hours after their involvement in an accident as defined by the FTA, or until the drug and alcohol testing has been completed.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA, **FMCSA and Safety Sensitive positions** administrator. The current year testing rates can be viewed online at http://www.dot.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee will only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided **at least three hours prior to the end of the shift.**

Testing Procedures

All FTA, **FMCSA, and other Safety Sensitive** drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

- **Non-DOT testing will be done with a 10-panel screen, rather than the DOT 5 panel.**

Dilute Urine Specimen

If there is a negative dilute test result, **City of Mitchell, South Dakota will conduct one additional retest.** The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Mitchell, South Dakota guarantees that the split specimen test will be conducted in a timely fashion. **The City of Mitchell will bear the cost of the second test.**

Test Refusals

As a covered employee, you have refused to test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Mitchell, South Dakota.
(2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
(5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
(6) Fail or decline to take a second test as directed by the collector or City of Mitchell, South Dakota for drug testing.
(7) Fail to undergo a medical evaluation as required by the MRO or City of Mitchell, South Dakota's Designated Employer Representative (DER).
(8) Fail to cooperate with any part of the testing process.
(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
(10) Possess or wear a prosthetic or other device used to tamper with the collection process.
(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
(13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Human Resource Director, who will refer the individual to ~~a~~ the employer's Employee Assistance Program (EAP) or a similar external service.

Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function during treatment and meets the DOT return-to-duty process; which would require the employee to participate in a follow-up testing program. All drug or alcohol testing that may be conducted as part of a self-referral evaluation, treatment, or aftercare program must be performed under the employer's authority using non-DOT testing forms, and must not be reported on the employer's annual MIS report.

Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the supervisor or Department Head. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Medical Marijuana Use

Marijuana remains a drug listed in Schedule I of the Controlled Substances Act and the use of marijuana is a violation of federal law and the City of Mitchell policy. Any safety-sensitive employee subject to drug testing under this policy who tests positive for marijuana or self-reports use under this policy will be terminated. The City of Mitchell continues to be a zero-tolerance workplace.

References

Federal Motor Carrier Safety Administration (FMCSA) of 2000
US Department of Transportation (DOT) Testing Procedures 49
49 CFR Part 40 Federal Controlled Substances Act of 1970
49 CFR Part 382 Controlled Substances and Alcohol Use and Testing
City of Mitchell Personnel Manual

Contact Person

For questions about City of Mitchell, South Dakota's anti-drug and alcohol misuse program, contact **Liz Kitchens, Human Resource Director.**

ATTACHMENT A – Covered Positions By Job Title

FTA:

Palace Transit Bus Operator

Palace Transit Supervisor

Palace Transit Mechanic

Palace Transit Dispatcher

FMCSA:

Street Department Maintenance & Truck Driver (Equipment Operator)

Street Department and Landfill Equipment Operator

Street Department and Landfill Heavy Equipment Operator

Street Department Mechanic

Park Department CDL – Equipment Operator

Public Safety:

Police Sergeant

Police Patrol

Police Detective

Communications Specialist

Fire Captain

Fire Fighter EMT

Fire Fighter Paramedic

Palace Transit Acknowledgement of Receipt of Substance Abuse Policy

I hereby acknowledge that I have received, read, and understand The City of Mitchell and Palace Transit's Substance Abuse Policy required by United States Department of Transportation (DOT) regulations. I understand that I am subject to and must adhere to the DOT regulations, and must abide by the terms of The City of Mitchell and Palace Transit's Policy as a condition of employment.

I understand that during my employment I may be required to submit to drug and/or alcohol tests based on United States Department of Transportation regulations as directed by The City of Mitchell and Palace Transit. I agree to comply with The City of Mitchell and Palace Transit's Substance Abuse Policy on drugs and alcohol and understand that failure to comply is grounds for disciplinary action, up to and including termination, in addition to any action required by DOT regulations.

I also understand that refusal to submit to a controlled substance or alcohol test is a violation of DOT regulations, as well as The City of Mitchell and Palace Transit's Policy, and may result in disciplinary action and/or termination of employment, in addition to action required by DOT regulations. I further understand the consequences related to controlled substances use or alcohol misuse as prohibited by The City of Mitchell and Palace Transit's Policy.

I understand the laboratory test results will be released in accordance with The City of Mitchell and Palace Transit's Policy to the selected Medical Review Officer (MRO). I understand that I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to The City of Mitchell / Palace Transit as a verified positive test result.

I acknowledge that the provisions of The City of Mitchell and Palace Transit's Substance Abuse Policy are part of the terms and conditions of my employment, and that I agree to abide by them.

THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGMENT AND UNDERSTANDS THE CONTENTS THEREOF.

Employee Name: _____ Date: _____

Employee Signature: _____

(Company Name): _____

City of Mitchell - Public Safety and General Employee Acknowledgement of Receipt of Substance Abuse Policy

I hereby acknowledge that I have received, read, and understand The City of Mitchell Substance Abuse Policy. I understand that I am subject to and must adhere to the regulations, and must abide by the terms of The City of Mitchell Policy as a condition of employment.

I understand that during my employment I may be required to submit to drug and/or alcohol tests based on regulations as directed by The City of Mitchell. I agree to comply with The City of Mitchell Substance Abuse Policy on drugs and alcohol and understand that failure to comply is grounds for disciplinary action, up to and including termination.

I also understand that refusal to submit to a controlled substance or alcohol test is a violation of the City of Mitchell Policy, and may result in disciplinary action and/or termination of employment. I further understand the consequences related to controlled substances use or alcohol misuse as prohibited by The City of Mitchell Policy.

I understand the laboratory test results will be released in accordance with The City of Mitchell Policy to the selected Medical Review Officer (MRO). I understand that I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to The City of Mitchell as a verified positive test result.

I acknowledge that the provisions of The City of Mitchell Substance Abuse Policy are part of the terms and conditions of my employment, and that I agree to abide by them.

THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGMENT AND UNDERSTANDS THE CONTENTS THEREOF.

Employee Name: _____ Date: _____

Employee Signature: _____

(Company Name): _____

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:	January 20, 2026	**Requested By:**	Elizabeth Kitchens
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Increases to the Unreimbursed Medical and Dependent Care Maximum Deductions to Match Increases in Federal Limits		
Explanation/Background of Agenda Item Requested:	Increase unreimbursed medical amount from 2025 - $3,200 to 2026 amount $3,300 Increase dependent care amount from 2025 - $5000 to 2026 amount $7,500 Staff recommends approval of the proposed changes.		

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FSA Program Information - No Changes

(If there are no changes, complete and return this page only)

Program Sponsor/Employer Name *Enter exactly as you would like the name to appear in the HealthEquity/WageWorks system.*	
Employer ID *Assigned by HealthEquity/WageWorks. Used to identify your organization within the HealthEquity/WageWorks system.*	
Total # of Eligible Employees	
Enrollment (ENR) File expected Date	
Services Requested	☐ Health Care FSA ☐ Dependent Care FSA ☐ HSA-Compatible Health Care FSA (see page 4)

Plan	Healthcare FSA	Dependent Care FSA
Plan Code Please provide a code for each plan. *Important! This code will need to be updated on the Program Sponsor File (PSF) for the new plan year.*	**HCFSA2026**	**DCFSA2026**
Open Enrollment Begin Date What is the first day eligible participants can enroll during open enrollment? ***Important: The Open Enrollment dates drive the re-elect email reminders for existing participants.***	11/17/2025	11/17/2025
Open Enrollment End Date What is the last day eligible participants can enroll during open enrollment? ***Important: Cards for participants new to the plan will be delivered within 3 weeks after the OE end date.***	12/15/2025	12/15/2025
2026 Annual Contribution Maximum Choice	☐ **No Changes** ☒ **Adopt 2026 IRS Limit: TBD by IRS (2025 Limit is currently $3300)** ☐ **Adopt 2026 IRS Carryover: TBD by IRS (2025 Limit is currently $660)**	☐ **No Changes** ☒ **Adopt 2026 Dependent Care IRS Limit: $7,500. (2025 Limit is currently $5,000)**

Pay Cycle Information Please provide the varying payrolls for the upcoming year.	Weekly (52)	Bi-Weekly (26)	Semi-Monthly (24)	Monthly (12)	Other
Pay Cycle	☐	☐	☐	☐	Specify: 24 Bi-weekly
When Deductions are Applied Enter day of week or dates of the month these deductions are taken from the employees checks – *Example: Every Monday, 15th and 30th of the month, etc.*					
Date of First Deduction for New Plan Year					1/9/2026
Date of Last Deduction for New Plan Year					11/27/2026

Date Completed (required)	10/29/2025
Employer Contact eSignature (required) eSign Here	Elizabeth Kitchens, HR Director

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Authorization: My eSignature above certifies that I am authorized to communicate the plan information changes and I certify that there are no changes to the plan for the upcoming year.

If there are any changes to your plan or the enrollment process other than above, complete the following form in its entirety.

I. FSA Program Information

Program Sponsor/Employer Name *Enter exactly as you would like the name to appear in the HealthEquity/WageWorks system.*	
Employer ID *Assigned by HealthEquity/WageWorks. Used to identify your organization within the HealthEquity/WageWorks system.*	
Total # of Eligible Employees	
Services Requested	☐ Health Care FSA ☐ Dependent Care FSA ☐ HSA-Compatible Health Care FSA (see page 4)
Payment Features*	☐ **HealthEquity/WageWorks Health Care Card** *(Please note that cards for participants new to the plan will be delivered within 3 weeks after the OE end date)* ☐ **Pay My Provider** - Direct payment from account to provider ☐ **Pay Me Back** - Claims reimbursement to account holder for past expenses submitted via fax, mail or online via the employee site ☐ **Automatic Health Plan Claims** - Automatic claims payment based on a carrier file feed. *(Please note that all participant accounts will be reset based on the selection below at the beginning of the year)* ☐ **New Plan Year OFF/can be changed on EE site** ☐ **New Plan Year ON/can be changed on EE site** ☐ **New Plan Year ON/cannot be changed on EE site*** **Must select this option if utilizing BluesEnroll.*
Eligible Expenses* *The expenses allowed by the IRS under Code §213(d) can be accessed at* https://www.WageWorks.com/employees/support-center/support-and-faq/forms-eligible-expenses.aspx#EligibleExpenses. *The HealthEquity/WageWorks standard includes all eligible expenses to provide maximum plan effectiveness and participant satisfaction.*	☐ **Standard FSA** (according to current IRS regulations) ☐ **Custom Expense List** (If custom expenses are needed, please clearly define requirements to your Service Delivery Manager to ensure support can be provided. Custom expenses cannot be supported on the HealthEquity/WageWorks Health Care Card.) ☐ **Same as previous year**
Eligible Dependents* *Domestic Partners may be covered if they meet the definition in IRS section 152 and would be "qualifying relatives".* *As the employer, you determine whether you want to extend dependent coverage to adult children through age 26. A change to this definition may require an amendment to your plan document. A limited exemption for grandfathered plan applies. Grandfathered plans can, prior to 2013, refuse to provide coverage to older child if child is eligible to enroll in an "eligible employer-sponsored health plan."* *Administered by category (spouse or child) rather than definition (age or status) for all selected payment features except Auto Health Plan Claims, which is administered by covered individuals.*	☐ **Spouse** (Legally Married Spouse, per IRS definition) ☐ **Relative** (Qualifying Relative, per IRS definition) Select ONE: ☐ **Child** (Qualifying Child per IRS definition) ☐ **Child** (Qualifying Child as required for medical plans under the Affordable Care Act: age 26 or less as of the calendar year in which the expense was incurred) ☐ **Same as previous year**

**** A change in your program may require an amendment to your Plan Document and Summary Plan Description (SPD), depending on how the item in this field is described in your current documents.***

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HSA-Compatible FSA Option

HealthEquity/WageWorks offers a unique type of Health Care FSA plan that allows an employee who is covered under an HSA to also participate in a Health Care FSA. This plan is referred to as an HSA-compatible FSA.

Once an employee has met the deductible for their qualified High Deductible Health Plan (QHDHP), the account may be used for items and services typically covered by a standard FSA. These guidelines also apply when an employee's spouse has an HSA through their employer.

Here is how this plan works:

- This HSA-compatible FSA cannot be used for medical or pharmacy expenses until the participant's deductible for their QHDHP is met.
- If the employee is designating their FSA as HSA-compatible, they must make this selection prior to the plan year start date. There is no option to change from a standard FSA to an HSA-compatible FSA once the plan year begins.
- If the employer's qualified High Deductible Health (QHDHP) plan has a higher deductible than the minimum required **statutory amount, the HSA compatible FSA can begin reimbursing medical or pharmacy expenses when the statutory amount is met.**

Please indicate below how the HSA-compatible FSA will be set and maintained during the plan year (or choose "HSA-compatible FSA Option Not Available" if this does not apply to your program):

☐ **Employee Management of Initial Enrollment Selection of HSA-compatible Option and Post-QHDHP Deductible Reset***

(Best Practice: This method has been found as the easiest for the employee to understand and is most efficient for the employer)

(Selection on Employee Site **prior to plan year start** or by ER via enrollment file. Proof of deductible met is made by employee submitting the QHDHP Form and substantiation of the QHDHP deductible to HealthEquity/WageWorks.)

*This option is recommended if the employee will be initially enrolling in the HSA-compatible FSA **prior to the plan year begin date.** This option will allow the employee to indicate that the QHDHP deductible has been met which will allow standard FSA eligible items to be reimbursed under the HSA-compatible FSA plan.*

☐ **Employer Managed Initial Enrollment Selection & Employee Managed Post-QHDHP Deductible Reset***

(No selection on Employee Site allowed. The employee submits the QHDHP Form and proof of deductible met to HealthEquity/WageWorks.)

This option is recommended if only the Employer will be handling the initial selection of the HSA-compatible FSA option.
This option also allows the Employee to provide documentation to enable the account to be used for standard FSA eligible items.

☐ **Employer Managed Initial Enrollment Selection & Employer Managed Post-QHDHP Deductible Reset**

(No selection on Employee Site allowed. Post-deductible reset made by the Employer.)

This option is recommended only if the Employer will be handling the initial selection of the HSA-compatible FSA option as well as providing the documentation that the employee has met the QHDHP deductible, thus enabling the reimbursement of standard FSA eligible items.

Note: This option should also be selected if the account needs to remain limited to Dental and Vision expense regardless of the employee's deductible status.

☐ **HSA-compatible FSA Not Available**

☐ **Post-QHDHP Deductible FSA Not Available**

To initiate the payment of medical and pharmacy expenses, employee must provide proof of deductible being met by submitting the QHDHP Deductible Form along with an EOB or other third-party documentation to HealthEquity/WageWorks.

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II. FSA Plan Set-Up

HealthEquity/WageWorks can set up multiple plans to accommodate your program as necessary. If there are groups within your organization that have FSA rules that differ, please indicate the differences and your Service Delivery Manager will work with you to obtain an accurate setup.

A. Plan Basics	Health Care FSA	Dependent Care FSA
Plan Start Date*	**01/01/2026**	**SAME**
Plan End Date*	**12/31/2026**	**SAME**
Plan Name *Plan name is displayed within HealthEquity/WageWorks participant site. Include the plan year within the name to differentiate between plan years. Max = 40 characters*	**Health Care FSA 2026**	**Dependent Care FSA 2026**
Plan Code *Plan codes are used in the enrollment and funding files for reporting purposes and must contain the plan year. The plan code is not displayed to participants. Max = 10 characters*	**HCFSA2026**	**DCFSA2026**
Plan Description *The plan description is displayed to participants. Use this field to describe how your program may be different from other programs or from your previous program. Max = 255 characters*	**Health Care Flexible Spending Account that covers standard list of out-of-pocket medical, dental, vision and pharmacy expenses (including eligible over-the-counter medicines and medically necessary health care products).**	**Dependent Care Flexible Spending Account that covers standard list of child care and elder care expenses.**
Mid-Year Claims Deadline* *The amount of time a participant has, to file claims if coverage ends before the Plan End Date (e.g., termination or qualified life event).* ***Example:** 90 Days + end-of-month after Coverage End Date: Employee terminates coverage on 7/15; the deadline to submit claims that were incurred through 7/15 is 10/31. A "Claim it by" deadline date will be displayed to the participant online and on their statement of activity.*	___ Days after coverage end date ___ Days + end of month after coverage end date ___ Months after coverage end date ___ Months + end of month after coverage end date ___ Days after plan end date ___ Days + end of month after plan end date ___ Months after plan end date ___ Months + end of month after plan end date ☐ **Same as previous year**	___ Days after coverage end date ___ Days + end of month after coverage end date ___ Months after coverage end date ___ Months + end of month after coverage end date ___ Days after plan end date ___ Days + end of month after plan end date ___ Months after plan end date ___ Months + end of month after plan end date ☐ **Same as previous year**
Carryover Option* *Allows participants to carry over up to $660 of the available balance in this plan to the next plan year.* *This may not be offered in conjunction with the Grace Period.*	☐ **Yes** $ Maximum carryover amount $ Minimum carryover amount (not recommended) ☐ **No** **Time Limit:** ☐ No time limit ☐ No more than ___ plan years without active election (minimum 1) ☐ **Same as previous year**	**N/A**
Participant Carryover Option*	☐ Allow election for limited HSA-compatible coverage in next plan year ☐ Allow election to forfeit ☐ Allow election to forfeit OR for limited coverage in next plan year ☐ None: election carryover with coverage identical to the previous election ☐ **Same as previous year**	**N/A**

A change in your program may require an amendment to your Plan Document and Summary Plan Description (SPD), depending on how the item in this field is described in your current documents.

A. PLAN BASICS (CONT'D)	HEALTH CARE FSA	DEPENDENT CARE FSA
Grace Period* *Additional time participants have after the plan end date to incur eligible expenses.* *This may not be offered in conjunction with the HC FSA carryover.*	☐ 2½ months ☐ 2 months ☐ 1 month ☐ No grace period ***A participant must be re-enrolled in the new plan year for the previous year's balance to be available on their card during the grace period. Participants' online accounts will display a "spend it by" date.***	☐ 2½ months ☐ 2 months ☐ 1 month ☐ No grace period
Grace Period on Health Care Card *Card transactions made during the grace period will be paid from the participant's previous plan year balance until those funds are exhausted. The feature also works to optimize use of the previous plan year funds by automatically adjusting card transactions from the paying account to the current plan year, should the participant later submit a claim that can only be paid from the previous plan year account.*	☐ Yes ☐ No	N/A
End-of-Plan Claims Deadline (Run-Out Period)* *Amount of time a participant has to file claims from the end of the plan year if they remain covered through the Plan End Date.* ***Example:*** *90 Days + end of month after plan end date: If plan end date is 12/31, the claims deadline would be 3/31.*	___ Days after plan end date ___ Days + end of month after plan end date ___ Months after plan end date ___ Months + end of month after plan end date ☐ No deadline ☐ **Same as previous year**	___ Days after plan end date ___ Days + end of month after plan end date ___ Months after plan end date ___ Months + end of month after plan end date ☐ No deadline ☐ **Same as previous year**

A change in your program may require an amendment to your Plan Document and Summary Plan Description (SPD), depending on how the item in this field is described in your current documents.

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B. Account Funding	Health Care FSA	Dependent Care FSA
Annual Election Amount *The minimum and maximum annual election amount per participant. Do not include additional benefits that may be contributed by Program Sponsor over the Election Amount.*	$_____ Minimum $_____ Maximum ***2025 IRS maximum for Health Care is $3,300*** ***2026 IRS Limit TBD***	$_____ Minimum $_____ Maximum ***2026 IRS maximum for Dependent Care benefits is $7,500.***
Employer Contribution (Additional Benefits) and Frequency* *Any contributions from Program Sponsor that are not employee contributions to the plan.* ***Note:*** *Employer contributions DO NOT count toward the 2026 maximum.*	**AMOUNT** $_____ Maximum ☐ N/A **FREQUENCY OF EMPLOYER CONTRIBUTION** ☐ Annual ☐ Per Pay Period ☐ Monthly ☐ Quarterly ☐ Other, Describe _____ Date or pay period of the first Employer contribution: _____/_____/_____ **APPLIED TOWARD ELECTION AMOUNT** ☐ Pretax contribution from Program Sponsor ☐ Post-tax contribution from Program Sponsor **PROVIDE ADDITIONAL BENEFITS OVER ELECTION AMOUNT** ☐ Pretax contribution from Program Sponsor ☐ Post-tax contribution from Program Sponsor	**AMOUNT** $_____ Maximum ☐ N/A **FREQUENCY OF EMPLOYER CONTRIBUTION** ☐ Annual ☐ Per Pay Period ☐ Monthly ☐ Quarterly ☐ Other, Describe _____ Date or pay period of the first Employer contribution: _____/_____/_____ **APPLIED TOWARD ELECTION AMOUNT** ☐ Pretax contribution from Program Sponsor ☐ Post-tax contribution from Program Sponsor **PROVIDE ADDITIONAL BENEFITS OVER ELECTION AMOUNT** ☐ Pretax contribution from Program Sponsor ☐ Post-tax contribution from Program Sponsor
Funding Sources *The source of the account funds. This information is used to validate the funding types provided to HealthEquity/WageWorks on the Program Sponsor File.*	**APPLIED TOWARD ELECTION AMOUNT** ☐ Pretax payroll deductions ☐ Post-tax payroll deductions ☐ Other post-tax participant contributions	**APPLIED TOWARD ELECTION AMOUNT** ☐ Pretax payroll deductions ☐ Post-tax payroll deductions ☐ Other post-tax participant contributions

A change in your program may require an amendment to your Plan Document and Summary Plan Description (SPD), depending on how the item in this field is described in your current documents.

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C. Open Enrollment Information	Health Care FSA	Dependent Care FSA
Open Enrollment Begin Date* *The first day eligible participants can enroll in the plan.*	/ /	**SAME**
Open Enrollment End Date* *The last day eligible participants can enroll in the plan.* ***(Please note that cards for participants new to the plan will be delivered within 3 weeks after the OE end date)***	/ /	**SAME**
Enrollment Method* *The method in which HealthEquity/WageWorks will be notified that eligible participants are enrolled in this plan.*	☐ **Online Enrollment using HealthEquity/WageWorks Employee Site** ☐ **Enrollment File** ☐ **Blues Enroll Enrollment File**	**SAME**
Enrollment Source *The site/method your eligible participants will use for enrollment.*	☐ **Blues Enroll Site** ☐ **Third Party / Employer Benefit Enrollment Site** **URL:** www. . ☐ **Paper Enrollment Form** (collected by Program Sponsor and entered into a HealthEquity/WageWorks designated file format)	**SAME**
Enrollment Message to Eligible Participants *This message will be displayed when the Enroll button is clicked on WW participant site. Applicable for enrollment on HealthEquity/WageWorks employee site. Max = 255 characters*	Message: *Example: For employees planning to elect Flexible Spending Account benefits for 2026, please visit* ***www. .*** *to enroll.*	**SAME**
Email Enrollment Confirmations *Should HealthEquity/WageWorks send e-mail confirmations to participants following receipt of their enrollment record in our database (regardless of enrollment method)?*	☐ **Yes** ☐ **No**	**SAME**

**** A change in your program may require an amendment to your Plan Document and Summary Plan Description (SPD), depending on how the item in this field is described in your current documents.***

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D. ELIGIBILITY & ENROLLMENT	HEALTH CARE FSA	DEPENDENT CARE FSA
New Hire Enrollment Allowed* *Does your plan allow newly hired or newly eligible participants to enroll in the middle of the plan year?*	☐ Yes ☐ No ☐ **Same as previous year**	SAME
New Hire Waiting Period* *Number of days a newly hired or newly eligible participant must wait before they can be covered under this plan.*	# of days: _____ ☐ **Same as previous year**	SAME
Open Enrollment / New Hire Waiting Period Rule* *Do newly hired or newly eligible participants have to satisfy the New Hire Waiting Period to enroll during Open Enrollment?*	☐ Yes ☐ No ☐ **Same as previous year**	SAME
New Hire Enrollment Period* *Number of days from the first possible coverage date that a newly hired or newly eligible participant has to enroll.*	# of days: _____ ☐ **Same as previous year**	SAME
New Hire Coverage Effective Date* *The day of the month new hire coverage becomes effective following the waiting period or enrollment date.*	☐ First of the month ☐ Any day of the month ☐ **Same as previous year**	SAME
Coverage End Date* *The day of the month coverage ends following termination of employment.* *Note: If selecting "Do not end coverage based on termination date" please ensure a coverage end date is populated when applicable on the ENR record type.*	☐ Employment termination date ☐ End of month following employment termination date ☐ End of month, one month following employment termination date ☐ Do not end coverage based on employment termination date ☐ **Same as previous year**	☐ Employment termination date ☐ End of month following employment termination date ☐ End of month, one month following employment termination date ☐ Do not end coverage based on employment termination date ☐ **Same as previous year**
New Hire Enrollment Button *Will you allow newly hired or newly eligible participants to enroll on the WageWorks/HealthEquity website?* See your Service Delivery Manager regarding the specifics for this option.	☐ Yes ☐ No ☐ **Same as previous year**	SAME

**** A change in your program may require an amendment to your Plan Document and Summary Plan Description (SPD), depending on how the item in this field is described in your current documents.***

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E. QUALIFIED CHANGES	HEALTH CARE FSA	DEPENDENT CARE FSA
Qualified Changes* *Does this plan allow eligible participants to enroll, change or cancel their election following a qualified change in the middle of the plan year?*	☐ Yes ☐ No ☐ **Same as previous year**	☐ Yes ☐ No ☐ **Same as previous year**
Qualified Change Period* *The number of days a participant must request a change in enrollment following a qualified change event.*	# Of days: _____ ☐ **Same as previous year**	# Of days: _____ ☐ **Same as previous year**
Qualified Change Coverage Effective Date* *The day of the month new coverage becomes effective following the enrollment date after a qualified change.* *Exceptions for birth, adoption, and marriage – in accordance with HIPAA – apply without regard to this rule.*	☐ First of the month ☐ Any day of the month ☐ **Same as previous year**	☐ First of the month ☐ Any day of the month ☐ **Same as previous year**
Qualified Coverage End Date* *On what day of the month does coverage end if the participant cancels coverage following a qualified change?*	☐ End of the month ☐ Any day of the month ☐ **Same as previous year**	☐ End of the month ☐ Any day of the month ☐ **Same as previous year**
Qualified Change Message to Eligible Participants *This text will be displayed on the HealthEquity/WageWorks Site to eligible participants who inquire about enrolling, changing, or canceling their election outside of your open enrollment or new hire enrollment periods.*	Message: *Example: For employees planning to make a change to your Flexible Spending Account due to a qualifying life event, please visit* **www. . .**	Message: *Example: For employees planning to make a change to your Flexible Spending Account due to a qualifying life event, please visit* **www. . .**

A change in your program may require an amendment to your Plan Document and Summary Plan Description (SPD), depending on how the item in this field is described in your current documents.

HealthEquity | WageWorks

F. Pay Cycle Information

Please provide the information below regarding the varying payrolls that your FSA participants could have for the upcoming year.

	Weekly (52)	Bi-Weekly (26)	Semi-Monthly (24)	Monthly (12)	Other
Pay Cycle	☐	☐	☐	☐	Specify:
When Deductions are Applied *Enter day of week or dates of the month these deductions are taken from the employees checks—Example Every Monday, 15th and 30th of the month, etc.)*					
Date of First Deduction for New Plan Year					
Date of Last Deduction for New Plan Year					

Date Completed (required)	10/29/2025
Employer Contact eSignature (required) eSign Here	Elizabeth Kitchens, HR Director

Authorization: My eSignature above certifies that I am authorized to communicate the plan information changes.

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:	January 20, 2026	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	604-43250-43349, $2,225,000
Agenda Item:	Change Order #5 to Halme, Inc. for North Harmon Sanitary Sewer Outfall Project #2023-06
Explanation/Background of Agenda Item Requested:	Change Order No. 5 adjusts final actual quantities installed for the project. Please see attached Change Order #5 for detailed information. Original Contract Amount - $3,229,884.25 Change Order No. 1 - $10,000.00 Change Order No. 2 - $89,953.00 Change Order No. 3 - $17,770.00 Change Order No. 4 - $4,421.93 Current Contract Amount - $3,352,029.18 Decrease of this Change Order - $10,933.80 New Contract Amount - $3,341,095.38 City staff recommends approval of Change Order No. 5-Final as outlined above. Current Cost of Projects 23rd and Ohlman Lift Station - $1,701,554.45 Ohlman Lift Station - $1,421,949.50 Highway 37 Utility Project - $1,534,484.21 N Harmon Sanitary Sewer - $3,692,991.38 Contingency - $166,413.46

CHANGE ORDER NO.: 5

Owner: City of Mitchell
Engineer SPN & Associates
Contractor: Halme, Inc.
Project: North Harmon Sanitary Sewer Outfall
Date Issued: 1/21/2026

City's Project No.: #2023-06
Engineer's Project No.: #16205
SD DANR Project No.: C461129-11
Effective Date of Change Order: 1/21/2026

The Contract is modified as follows upon execution of this Change Order:
This change order balances the quantities on the project for final completion.

Change in Contract Price	**Change in Contract Time**
Original Contract Price: $3,229,884.25	Original Contract Times: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025
Increase from previously approved Change Order No. 1 - 4 $122,144.93	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025
Contract Price prior to this Change Order: $3,352,029.18	Contract Times prior to this Change Order: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025
Decrease of this Change Order: -$10,933.80	**Increase of** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $3,341,095.38	Contract Times with all approved Change Orders: Substantial Completion: September 15, 2025 Ready for final payment: October 15, 2025

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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Change Order - Unit Price Work

CHANGE ORDER NO.: 5

Owner: City of Mitchell — SPN & Associates — **City's Project No.: #2023-06**

Contractor: Halme, Inc.

Project: North Harmon Sanitary Sewer Outfall

The Contract is modified as follows upon execution of this Change Order: **Effective Date of Change Order:** 01/21/26

A	B	C	D	E	F	G	H		J
		Current Contract Information				Proposed Contract Change			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Proposed Item Quantity Change	Units	Proposed Item Quantity	New Contract Amount (H + I) ($)
	Bid Schedule A								
1	Mobilization	1	LS	$ 315,000.00	$ 315,000.00	0.00	LS	1.00	$ 315,000.00
2	Dewatering	1	LS	$ 550,000.00	$ 550,000.00	0.00	LS	1.00	$ 550,000.00
3	Remove and Dispose Sanitary Manhole	2	EA	$ 700.00	$ 1,400.00	0.0	EA	2.00	$ 1,400.00
4	Lift Station Demolition	2	EA	$ 5,700.00	$ 11,400.00	0.0	EA	2.00	$ 11,400.00
5	Remove and Dispose Asphalt Surfacing	306	SY	$ 9.00	$ 2,754.00	0.0	SY	306.00	$ 2,754.00
6	Remove, Salvage, and Place Gravel Surfacing	194	SY	$ 11.00	$ 2,134.00	0.0	SY	194.00	$ 2,134.00
7	Remove, Salvage, and Reset Fence	175	LF	$ 9.00	$ 1,575.00	0.0	LF	175.00	$ 1,575.00
8	Remove, Salvage, and Reset 24" RCP Culvert	52	LF	$ 70.00	$ 3,640.00	0.0	LF	52.00	$ 3,640.00
9	Remove and Dispose Curb and Gutter	0	LF	$ 6.00	$ -	0.0	LF	-	$ -
10	Remove and Dispose Concrete Approach Pavement	0	SY	$ 9.00	$ -	0.0	SY	-	$ -
11	Clearing and Grubbing	1	LS	$ 51,000.00	$ 51,000.00	0.0	LS	1.00	$ 51,000.00
12	Unclassified Excavation	244	CY	$ 14.00	$ 3,416.00	0.0	CY	244.00	$ 3,416.00
13	Bypass Pumping	1	LS	$ 4,000.00	$ 4,000.00	0.0	LS	1.00	$ 4,000.00
14	Sanitary Sewer Manhole (0' - 10' Depth)	29	EA	$ 7,600.00	$ 220,400.00	0.0	EA	29.00	$ 220,400.00
15	Extra Depth Manhole	335.8	VF	$ 390.00	$ 130,962.00	0.0	VF	335.80	$ 130,962.00
16	Inside Manhole Drop	5	EA	$ 2,300.00	$ 11,500.00	0.0	EA	5.00	$ 11,500.00
17	Core Drill Existing Manhole	2	EA	$ 1,400.00	$ 2,800.00	0.0	EA	2.00	$ 2,800.00
18	Connect to Existing Sanitary Sewer	6	EA	$ 2,000.00	$ 12,000.00	0.0	EA	6.00	$ 12,000.00
19	8"x4" PVC Wye	37	EA	$ 880.00	$ 32,560.00	0.0	EA	37.00	$ 32,560.00
20	12"x4" PVC Wye	49	EA	$ 1,200.00	$ 58,800.00	0.0	EA	49.00	$ 58,800.00
21	4" PVC Cap	84	EA	$ 26.00	$ 2,184.00	0.0	EA	84.00	$ 2,184.00
22	8" PVC Cap	3	EA	$ 86.00	$ 258.00	0.0	EA	3.00	$ 258.00
23	Tracer Wire Access Box w/ Ground Rods	84	EA	$ 225.00	$ 18,900.00	0.0	EA	84.00	$ 18,900.00
24	4" PVC Sewer Service	3,639	LF	$ 43.00	$ 156,477.00	0.0	LF	3,639.00	$ 156,477.00
25	8" PVC Sanitary Sewer (8' - 10' Depth)	395	LF	$ 63.00	$ 24,885.00	0.0	LF	395.00	$ 24,885.00
26	8" PVC Sanitary Sewer (10' - 15' Depth)	427	LF	$ 67.00	$ 28,609.00	0.0	LF	427.00	$ 28,609.00
27	8" PVC Sanitary Sewer (20' - 25' Depth)	1022	LF	$ 98.00	$ 100,156.00	0.0	LF	1,022.00	$ 100,156.00
28	8" PVC Sanitary Sewer (25' - 30' Depth)	1700	LF	$ 135.00	$ 229,500.00	0.0	LF	1,700.00	$ 229,500.00
29	12" PVC Sanitary Sewer (10' - 15' Depth)	684	LF	$ 93.00	$ 63,612.00	0.0	LF	684.00	$ 63,612.00
30	12" PVC Sanitary Sewer (15' - 20' Depth)	1136	LF	$ 101.00	$ 114,736.00	0.0	LF	1,136.00	$ 114,736.00
31	12" PVC Sanitary Sewer (20' - 25' Depth)	1532	LF	$ 126.00	$ 193,032.00	0.0	LF	1,532.00	$ 193,032.00
32	12" PVC Sanitary Sewer (25' - 30' Depth)	3044	LF	$ 165.00	$ 502,260.00	0.0	LF	3,044.00	$ 502,260.00
33	12" Restrained Joint PVC Sanitary Sewer (Carrier Pipe)	344	LF	$ 115.00	$ 39,560.00	0.0	LF	344.00	$ 39,560.00
34	20" Steel Casing (Bored)	330	LF	$ 1,100.00	$ 363,000.00	0.0	LF	330.00	$ 363,000.00
35	Post Installation Televising	10315	LF	$ 2.25	$ 23,208.75	0.0	LF	10,315.00	$ 23,208.75
36	8" C900 PVC Water Main	0	LF	$ 63.00	$ -	0.0	LF	-	$ -
37	Connect to Existing Water Main	0	EA	$ 3,000.00	$ -	0.0	EA	-	$ -
38	Contractor Furnished Gravel Surfacing	0	TN	$ 45.00	$ -	0.0	TN	-	$ -
39	4" Asphalt Surfacing	49.6	TN	$ 140.00	$ 6,944.00	39.8	TN	89.43	$ 12,520.20
40	Base Course	272.81	TN	$ 33.00	$ 9,002.73	0.00	TN	272.81	$ 9,002.73
41	Concrete Curb and Gutter	0	LF	$ 80.00	$ -	0.0	LF	-	$ -

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Change Order - Unit Price Work

CHANGE ORDER NO.: 5

Owner: City of Mitchell — SPN & Associates

Contractor: Halme, Inc.

Project: North Harmon Sanitary Sewer Outfall

City's Project No.: #2023-06

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

Effective Date of Change Order: 01/21/26

A	B	C	D	E	F	G	H		J
		Current Contract Information				Proposed Contract Change			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Proposed Item Quantity Change	Units	Proposed Item Quantity	New Contract Amount (H + I) ($)
42	Seed, Fertilize, and Mulch	18.2	Acre	$ 1,300.00	$ 23,660.00	-12.7	Acre	5.50	$ 7,150.00
43	Straw Wattle	120	LF	$ 4.50	$ 540.00	0.0	LF	120.00	$ 540.00
44	Erosion Control Blanket	1087	SY	$ 1.60	$ 1,739.20	0.0	SY	1,087.00	$ 1,739.20
45	Culvert Protection	0	EA	$ 102.00	$ -	0.0	EA	-	$ -
46	Traffic Control Miscellaneous	1	LS	$ 2,500.00	$ 2,500.00	0.00	LS	1.00	$ 2,500.00
47	Traffic Control Sign	315	SF	$ 4.50	$ 1,417.50	0.0	SF	315.00	$ 1,417.50
48	Type III Barricade	21	EA	$ 110.00	$ 2,310.00	0.0	EA	21.00	$ 2,310.00
49	Temporary Gravel Surfacing	209	SY	$ 33.00	$ 6,897.00	0.0	SY	209.00	$ 6,897.00
CO#1-1	Additional Dewatering Work	1	LS	$ 10,000.00	$ 10,000.00	0.0	LS	1.00	$ 10,000.00
CO#3-1	Extend Existing MH 60"	1	EA	$ 5,200.00	$ 5,200.00	0.0	EA	1.00	$ 5,200.00
CO#3-2	Bore Casing Cathodics	1	LS	$ 6,100.00	$ 6,100.00	0.0	LS	1.00	$ 6,100.00
				Total for Bid Schedule A	**$ 3,352,029.18**				**$ 3,341,095.38**

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Exhibit A – Explanation of Liquidated Damages for Delay – Pay Request #14

North Harmon Sanitary Sewer Outfall was allotted 30 calendar days to be completed starting the day of Substantial Completion per the contract. The Substation Completion was set on September 15, 2025, and reached Final Completion 74 days later on November 28, 2025.

The Contractor had sewer flowing at Substantial Completion, but major repairs had to be made and they were not completed until November 28, 2025.

Halme, Inc. exceeded the specified number of days that the project was to be completed by 44 days and therefore the amount of $33,000 in liquidated damages could be assessed according to the contract. The City of Mitchell is retaining $2644.80 to cover the costs incurred due to going beyond the completion 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:	January 20, 2026	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Enterprise Fund		
Agenda Item:	Change Order #1 to Halme, Inc. for Island Watermain Bore Project #2025-27		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 reflects actual quantities installed for the project. Please see attached Change Order #1 for detailed information. Original Contract Amount - $104,220.00 Current Contract Amount - $104,220.00 Decrease of this Change Order - $8,719.00 New Contract Amount - $95,501.00 City staff recommends approval of Change Order No. 1 as outlined above.		

CHANGE ORDER NO.: 1

Owner: City of Mitchell
Engineer City of Mitchell
Contractor: Halme, Inc.
Project: Island Water Main Bore
Date Issued: 1/20/2026

City's Project No.:
Engineer's Project No.:
Contractor Project No.: 9023

Effective Date of Change Order: 1/20/2026

The Contract is modified as follows upon execution of this Change Order:
The contract is being amended to reflect actual quantities installed.

Attachments: See Attached

Change in Contract Price	**Change in Contract Time**
Original Contract Price: $104,220.00	Original Contract Times: Substantial Completion: October 15, 2024 Ready for final payment: November 14, 2024
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: $104,220.00	Contract Times prior to this Change Order: Substantial Completion: October 15, 2024 Ready for final payment: November 14, 2024
Decrease of this Change Order: -$8,719.00	**Increase of** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $95,501.00	Contract Times with all approved Change Orders: Substantial Completion: October 15, 2024 Ready for final payment: November 14, 2024

Approved by Contractor
By:
Title: Project Manager
Date: 1/7/2026

Recommended for Approval
By: _____
Title: _____
Date: _____

Approved by Owner
By: _____
Title: _____
Date: _____

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Change Order - Unit Price Work **CHANGE ORDER NO.: 1**

Owner: City of Mitchell **City's Project No.:**
Contractor: Halme, Inc.
Project: Island Water Main Bore

Effective Date of Change Order: 01/20/26

A	B	C	D	E	F	G	H		J
		Current Contract Information				Proposed Contract Change			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Proposed Item Quantity Change	Units	Proposed Item Quantity	New Contract Amount (H + I) ($)
	Bid Schedule A								
1	Mobilization	1	LS	$ 25,500.00	$ 25,500.00		LS	1.00	$ 25,500.00
2	6" PVC Water Main	340	LF	$ 55.00	$ 18,700.00	75	LF	415.00	$ 22,825.00
3	6" PVC Water Main-HDD	420	LF	$ 95.00	$ 39,900.00	-188	LF	232.00	$ 22,040.00
4	Connect to Existing 6" Water Main	2	EA	$ 3,200.00	$ 6,400.00	2	EA	4.00	$ 12,800.00
5	6" MJ Tee	2	EA	$ 1,450.00	$ 2,900.00		EA	2.00	$ 2,900.00
6	6" MJ Gate Valve	2	EA	$ 3,000.00	$ 6,000.00		EA	2.00	$ 6,000.00
7	6" MJ 11.25 Bend	2	EA	$ 1,000.00	$ 2,000.00	-1	EA	1.00	$ 1,000.00
8	6" MJ 45 Bend	2	EA	$ 1,000.00	$ 2,000.00	-1	EA	1.00	$ 1,000.00
9	6" Saddle w/1" Corp	1	EA	$ 350.00	$ 350.00		EA	1.00	$ 350.00
10	Remove and Dispose of Asphalt Pavement	55	SY	$ 6.00	$ 330.00	77	SY	132.00	$ 792.00
11	Remove and Dispose of Concrete Curb and Gutter	20	LF	$ 7.00	$ 140.00	22	LF	42.00	$ 294.00
				Total for Bid Schedule A	**$ 104,220.00**				**$ 95,501.00**

EJCDC C-620 Contractor's Application for Payment
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Date Received_____
Date Issued_____

License No. RB-2169

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Blarneys LLC
2100 Highway 50 Ste W
Mitchell SD 57301

Owner's Telephone #: _____

B. Business Name and Address

Blarneys LLC ~~Sports Bar & Grill~~
DBA - Rookies Casino 2100 Highway 50 ~~Ste W~~ Suite Q

Business Telephone #: _____
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:

* Lt 5 + Lt A B2 Highland Business Park Addition - SE

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

E. State Sales Tax Number 1011-8797-ST

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

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

1/5/2026 Print Name Scott Morgan Signature _____

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

al - no public hearing held ☐
nt of fee collected with application $_____
nt of fee retained $_____
ded with application $ _____

For Local Government Use

_____
Mayor or Chairman

pproved, endorse reason thereon and return to applicant

Transferred (State Use)

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 Blarneys LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 3100 Highway

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
Scott Morgan	President	1301 Eifel Drive Mitchell SD 57301	Owner
Stacy Morgan	V-President	1301 Eifel Drive Mitchell SD 57301	Retired

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
13-27313	Beer on/off Scott & Stacy 50%/50% 3100 Highway
RL-5732	on sale Liquor Scott & Stacy 50%/50% 3100 Highway

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

~~3100 H~~ S. Scott Morgan 3100 Highway 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**

11/5/2026

A F F I D A V I T

STATE OF SOUTH DAKOTA

SS

COUNTY OF DAVISON

Doug Backlund, one of the Members of LAB LLC, a South Dakota limited liability company ("LAB"), being first duly sworn on oath deposes and says: That on the 22nd day of December, 2025, LAB was the owner of retail malt beverage license no. RB-2169 situated at 501 South Sanborn Boulevard in the city/county of Mitchell, Davison County, South Dakota and that on the said date it made a transfer of said license operated under an alcoholic beverage license to Blarney's LLC, a South Dakota limited liability company, of 2100 Highland Way, Suite W, Mitchell, South Dakota.

LAB LLC SELLER

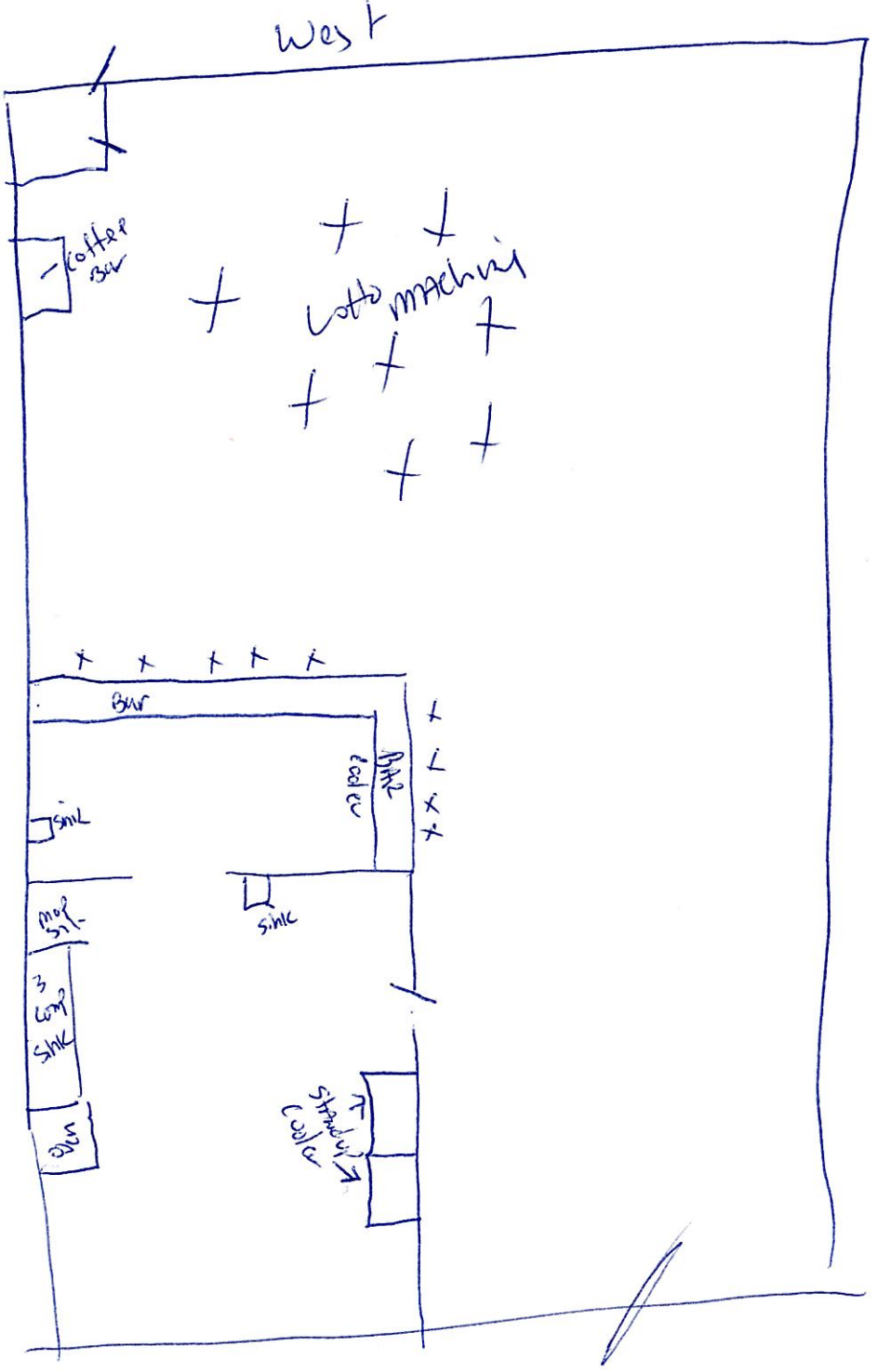
By _____
Doug Backlund, One of Its Members

Subscribed and sworn to before me this 22 day of December, 2025.

_____
Notary Public

My Commission Expires: 8/25/26

DON E. PETERSEN
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL


West
coffee
latte machine
Bar
sink
sink
sink
Table
Table

City of Mitchell | Street & Sanitation Department
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8465 | Fax: 605-995-8467
www.cityofmitchellsd.gov

January 12, 2026

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	0	0	$0	$0
Unleaded Gas-10% Ethanol	7500	7500	$1.9515	$14,636.25*
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	0	0	$0	$0
			Total:	**$14,636.25***

Vollan Oil

On Road Diesel- #2	0	0	$0	$0
Unleaded Gas-10% Ethanol	7500	7500	$1.975	$14,812.50
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	0	0	$0	$0
			Total:	**$14,812.50**

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

PAY ESTIMATES FOR JANUARY 20, 2026

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#14	$ 134,182.15	$ 3,251,576.42	$ 4,087,224.01
John T. Jones Construction Comp	#2022-1 WWTP -Phase II - South Plant	#17	$ 630,326.28	$ 17,798,553.60	$ 31,796,383.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#36	$ 40,261.76	$ 2,337,344.36	$ 3,356,860.00
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#16A	$ 2,177.50	$ 63,755.50	$ 70,350.00
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#20	$ 670.00	$ 87,503.09	$ 97,620.00
Halme, Inc.	#2023-6 North Harmon Sanitary Sewer Outfall	#14	$ 169,707.36	$ 3,341,095.38	$ 3,341,095.38
Quality Cut Lawn	#2024-22R Airport Snow Removal	#4-2025	$ 10,000.00	$ 40,000.00	$ 75,000.00
HDR Engineering	#2025-3 FEMA Risk Management Plan	#5	$ 2,960.00	$ 16,550.00	$ 27,645.00
McLaury Engineering	#2025-8 13th & Wisconsin Drainage Study	#9	$ 2,390.00	$ 62,583.55	$ 79,000.00
Halme, Inc.	#2025-27 Canal Watermain (Island Watermain Bore)	#1	$ 95,501.00	$ 95,501.00	$ 95,501.00
Brosz Engineering, Inc.	#2026-23 Graceland Cemetery-West Improvements	#1	$ 12,200.00	$ 12,200.00	$ 12,200.00
Brosz Engineering, Inc.	#2026-24 Graceland Cemetery-East Improvements	#1	$ 7,800.00	$ 7,800.00	$ 7,800.00
Helms & Associates	AIP '33 Municipal Hangar Construction	#15	$ 4,005.64	$ 121,584.73	$ 202,251.30
Helms & Associates	AIP '34 Airport Runway 18/36 Reconstruction	#12	$ 15,377.13	$ 292,165.52	$ 981,619.00
	TOTALS		$ 1,127,558.82	$ 27,528,213.15	$ 44,230,548.69

Prepared by Deb Hanson-Sudbeck

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02804	TMA STORES					
		C-07112025	101-3699	REFUNDS AND R UNAPPLIED CREDIT	209952	475.00-
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		475.00-

PACKET : 07656 07657 07658 07659
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-35882B15-0277	101-41110-42300	LEGAL PUBLICA PUBLICATION GENERAL NOTICE	209869	16.13
		I-35882B15-0283	101-41110-42300	LEGAL PUBLICA BOARD OF ADJUSTMENT NOTICE	209869	12.40
				DEPARTMENT 1110 CITY COUNCIL TOTAL:		28.53

PACKET : 07656 07657 07658 07659
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
01-09703	AMAZON CAPITAL SERVICES					
		I-1PYK-DQRD-61XN	101-41220-42600	SUPPLIES & MA VIDEO CONFERENCING SYSTEM	000046	230.38
				DEPARTMENT 1220 CITY ADMINISTRATOR TOTAL:		230.38

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1300 ELECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-03498	COLUMN SOFTWARE PBC						
		I-35882B15-0278	101-41300-42900	ELECTION	NOTICE OF VACANCY	209869	30.15
				DEPARTMENT 1300 ELECTION	TOTAL:		30.15

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03124	AMERICAN LEGAL PUBLISHI					
		I-48125	101-41410-42800	RECODIFY CITY SUPPLEMENT PAGES	209845	686.00
01-06739	THOMSON REUTERS - WEST					
		I-853010375	101-41410-42610	WEST GROUP LA DEC 2025 ONLINE SUBSCRIPTION	209950	1,314.00
				DEPARTMENT 1410 ATTORNEY'S OFFICE TOTAL:		2,000.00

PACKET : 07656 07657 07658 07659
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
01-10272	COLLIERS SECURITIES LLC						
		I-12302025	101-41420-42200	PROFESSIONAL	FEES BASIC CD SERVICES	209867	500.00
				DEPARTMENT 1420	FINANCE TOTAL:		500.00

PACKET : 07656 07657 07658 07659
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
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00128903-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENING,DOT TESTINGS	209849	1,028.00
01-08711	ONE SOURCE THE BACKGROU					
		I-2022196128	101-41440-42210	PROFESSIONAL BACKGROUND CHECKS	209935	220.00
01-09056	AMG-AVERA OCCUPATIONAL					
		I-00129128-00	101-41440-42231	EMPLOYEE PHYS LABS	209846	75.40
				DEPARTMENT 1440 HUMAN RESOURCES TOTAL:		1,323.40

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01450	MUTH ELECTRIC INC					
		I-806946	101-41920-42520	REPAIR-CITY H ADDED OUTLET FOR TV-CITY HALL	209924	195.69
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.12.25	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	209926	2,192.24
		I-2830632-2.12.25	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	209926	598.01
01-08281	VESTIS					
		I-6380329170	101-41920-42520	REPAIR-CITY H MAT CLEANING	209956	66.84
		I-6380339050	101-41920-42520	REPAIR-CITY H MAT CLEANING	209956	46.11
				DEPARTMENT 1920 MUNICIPAL BUILDINGS TOTAL:		3,098.89

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1935 INFORMATION TECHNOLOGY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-8893	101-41935-42615	POSTAGE	POSTAGE 12.15-31.2025	209940	422.03
		I-635008	101-41935-42615	POSTAGE	FLATS POSTAGE 12.15-31.2025	209940	2.70
01-05195	A & B BUSINESS SOLUTION						
		I-IN1324572	101-41935-42250	MANAGED PRINT	CT 9857-02 PAYMENT	209840	4,694.51
01-09044	INTELLIPRO SECURITY LLC						
		I-4581	101-41935-42645	COMPUTER HARD	OUTDOOR POOL/PICNIC CAMERAS	209899	1,081.80
		I-4582	101-41935-42645	COMPUTER HARD	LAKE MITCHELL SHELTER CAMERA	209899	1,081.80
		I-4583	101-41935-42645	COMPUTER HARD	INSTALL DUEL HEAD CAMERA	209899	2,084.80
01-09703	AMAZON CAPITAL SERVICES						
		C-1LCV-TGHG-1KN6	101-41935-42645	COMPUTER HARD	RETURNED CONFERENCING SYSTEM	000046	493.99-
		I-1YMQ-GHWL-9MNF	101-41935-42645	COMPUTER HARD	CONFERENCING SYSTEM	000046	664.99
01-09769	N-ABLE TECHNOLOGIES LTD						
		I-5042948	101-41935-42920	COMPUTER SOFT	DEC 2025 BACKUP,RECOVERY	209925	105.60
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:			9,644.24

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00809	GALLS LLC						
		I-033459151	101-42110-42640	UNIFORM ALLOW	P ARNOLD PANT	209885	90.42
		I-033460577	101-42110-42640	UNIFORM ALLOW	P ARNOLD SHIRTS	209885	117.48
		I-033464252	101-42110-42640	UNIFORM ALLOW	P ARNOLD SHIRTS,POLOS,PANT	209885	224.20
		I-033559293	101-42110-42640	UNIFORM ALLOW	GIBSON SHIRTS	209885	61.39
01-01050	IVERSON						
		I-6104021	101-42110-42500	REPAIR & MAIN	DODGE DURANGO ELECTRICAL REPR	209901	120.75
01-01199	STURDEVANTS AUTO VALUE						
		I-815068040	101-42110-42500	REPAIR & MAIN	OIL FILTERS,ANTIFREEZE	209949	32.81
01-01830	NORTHWESTERN ENERGY						
		I-2949839-1.01.26	101-42110-42810	UTILITIES	122 S ROWLEY ST	209926	386.85
01-02413	PIONEER DESIGNS						
		I-32411	101-42110-43400	MACHINERY AND	2025 FORD INTERCEPTOR STRIPING	209939	550.00
01-02679	MENARD'S INC						
		I-98512	101-42110-42600	SUPPLIES	SLIM SHOP,MOUNT TAPE,WIRE NUTS	209915	82.82
01-03518	HUNTER HEATING & COOLIN						
		I-631	101-42110-42500	REPAIR & MAIN	REPLACE CONDENSER FAN MOTOR	209894	1,149.22
01-03713	ACE K9						
		I-297929	101-42110-42670	SERVICE DOG S	ACE WATCHDOG ANNUAL SUBSCRPTN	209844	168.00
01-08252	CORPORATE TRANSLATION S						
		I-320915	101-42110-42200	PROFESSIONAL	DEC 2025 TRANSLATION SERVICES	209906	151.50
01-08281	VESTIS						
		I-6380339926	101-42110-42200	PROFESSIONAL	MAT CLEANING	209956	66.09
01-08978	BUHL'S DRYCLEANERS & LI						
		I-111536	101-42110-42200	PROFESSIONAL	MOP CLEANING	209857	14.00
01-09253	CREEKSIDE VETERINARY CL						
		I-187600	101-42110-42670	SERVICE DOG S	K9 EXAM	209875	50.00
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN5017890	101-42110-42600	SUPPLIES	BAGGIES	209898	16.10
01-10407	GUARDIAN ALLIANCE TECHN						
		I-32149	101-42110-42200	PROFESSIONAL	DEC 2025 BACKGROUND SOFTWARE	209888	50.00
				DEPARTMENT 2110	POLICE DEPARTMENT TOTAL:		3,331.63

PACKET : 07656 07657 07658 07659
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
01-01450	MUTH ELECTRIC INC					
		I-806937	101-42130-42535	LIGHT MAINTEN TMA POLE BREAKER REPLACED	209924	474.89
01-01518	VERIZON WIRELESS					
		I-6132218642	101-42130-42820	TELEPHONE ACCT #886931646-00001	209955	79.74
01-01830	NORTHWESTERN ENERGY					
		I-2580169-7.01.26	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	209926	27.47
		I-2581243-9.12.25	101-42130-42835	UTILITIES-STR STREET LIGHTS	209926	24,360.38
		I-2582741-1.12.25	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	209926	780.07
		I-2585321-9.12.25	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	209926	235.59
		I-2585416-7.12.25	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	209926	370.73
		I-2585457-1.12.25	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	209926	227.15
		I-2586693-0.12.25	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	209926	578.98
		I-2586929-8.12.25	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	209926	633.04
		I-2586966-0.12.25	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	209926	1,033.81
		I-2748245-4.12.25	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	209926	382.21
		I-2748246-2.12.25	101-42130-42810	UTILITIES-TRA N RAMPS I 90 SIGNAL LIGHTS	209926	232.39
		I-2812391-7.12.25	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	209926	36.41
		I-2860182-1.12.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	209926	12.74
		I-2860183-9.12.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	209926	13.68
		I-2955717-0.12.25	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	209926	28.90
		I-2980768-2.12.25	101-42130-42810	UTILITIES-TRA 121 W HAVENS	209926	160.70
		I-3480194-4.12.25	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	209926	250.56
		I-3480195-1.12.25	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	209926	208.84
		I-3480197-7.12.25	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	209926	207.25
		I-3621835-2.12.25	101-42130-42810	UTILITIES-TRA S RAMPS I 90 SIGNAL LIGHTS	209926	237.18
		I-3701975-9.12.25	101-42130-42835	UTILITIES-STR N RAMPS I 90 STREET LIGHT	209926	629.84
		I-3880132-0.12.25	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SGNL	209926	186.04
		I-4242942-3.12.25	101-42130-42835	UTILITIES-STR N HWY 37 STREET LIGHTS	209926	355.91
		I-4255820-5.12.25	101-42130-42835	UTILITIES-STR 103 S MAIN ST	209926	23.18
				DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL:		31,767.68

PACKET : 07656 07657 07658 07659
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
01-00949	HEIMAN INC						
		I-0950016-IN	101-42200-42500	REPAIR & MAIN	DEF TANK ASSEMBLY	209891	992.00
01-01830	NORTHWESTERN ENERGY						
		I-3566523-1.12.25	101-42200-42810	UTILITIES	5971 AIRPORT RD BLDG 21	209926	144.32
01-03518	HUNTER HEATING & COOLIN						
		I-631	101-42200-42500	REPAIR & MAIN	REPLACE CONDENSER FAN MOTOR	209894	1,149.22
01-05276	M & T FIRE AND SAFETY I						
		I-15451	101-42200-42600	SUPPLIES	CLASS A/B FOAM	209910	175.00
				DEPARTMENT 2200	FIRE DEPARTMENT TOTAL:		2,460.54

PACKET : 07656 07657 07658 07659
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
01-00424	RUNNINGS SUPPLY INC						
		I-2191354	101-43100-42600	SUPPLIES	PLATES	209942	31.76
		I-2196257	101-43100-42600	SUPPLIES	SPRAY GLOSS,PLUG,BOLTS CARRIAG	209942	18.55
01-00436	CHS INC						
		I-IA4626	101-43100-42500	REPAIRS	VULVANIZE TIRE,REPAIR,SWITCH	209862	739.00
01-00532	A-OX WELDING SUPPLY CO						
		I-0001499560	101-43100-42600	SUPPLIES	NITROGEN CYLINDER	209841	60.25
		I-0001500948	101-43100-42600	SUPPLIES	NOZZLE,VELOCITY,PALLET,GLOVES	209841	203.35
		I-0001500987	101-43100-42600	SUPPLIES	OXYGEN CYLINDER FILL	209841	89.97
01-01117	FLEETPRIDE						
		I-130988502	101-43100-42500	REPAIRS	HYDRAULIC FILTER,VALVE,SOLENOI	209883	527.77
		I-131047470	101-43100-42500	REPAIRS	SPRING PIN,BUSHING,SIDE BAR	209883	459.39
01-01199	STURDEVANTS AUTO VALUE						
		I-815068039	101-43100-42600	SUPPLIES	CABIN AIR CONST,OIL FLEET,HOSE	209949	442.86
		I-815068308	101-43100-43417	SHOP EQUIPMEN	BENCH GRINDER	209949	567.38
		I-815068310	101-43100-42600	SUPPLIES	CABIN AIR FLEET	209949	30.09
01-01490	MUELLER LUMBER CO. INC.						
		I-305091	101-43100-42500	REPAIRS	HEM FIR SELECT STRUCTURE	209923	208.49
01-03099	LAWSON PRODUCTS INC						
		I-9313090055	101-43100-42600	SUPPLIES	WINDSHIELD DE-ICER	209908	114.83
01-03884	COMMERCIAL ASPHALT INC						
		I-0022418-IN	101-43100-42630	GRAVEL- BASE	BUSSMUS GRAVEL	209870	16,196.54
01-06034	COLOURS 59						
		I-6780916	101-43100-42600	SUPPLIES	MACHINE POLISH,COMPOUND,OBSOLE	209868	296.62
01-06818	STERN						
		I-10312025	101-43100-42600	SUPPLIES	OCT 2025 FINANCE CHARGE	209948	21.76
		I-11302025	101-43100-42600	SUPPLIES	NOV 2025 FINANCE CHARGE	209948	15.80
		I-12312025	101-43100-42600	SUPPLIES	DEC 2025 FINANCE CHARGE	209948	21.76
01-09703	AMAZON CAPITAL SERVICES						
		I-1JKD-1399-39FM	101-43100-42600	SUPPLIES	BINDER CLIPS	000046	38.91
					DEPARTMENT 3100 STREET DEPARTMENT TOTAL:		20,085.08

PACKET : 07656 07657 07658 07659
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
01-01518	VERIZON WIRELESS						
		I-6132218642	101-43110-42800	UTILITIES	ACCT #886931646-00001	209955	80.02
				DEPARTMENT 3110	PUBLIC WORKS ADMIN TOTAL:		80.02

PACKET : 07656 07657 07658 07659
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
01-03557	ZACHARIAS CONSTRUCTION						
		I-22084	101-43120-42630	GRAVEL-BASE	MOBILIZATION,CRUSHING	209957	98,900.00
01-09869	MCLAURY ENGINEERING INC						
		I-2025-8 P.E. #9	101-43120-42200	PROF SERVICES	2025-8 P.E. #9	209913	2,390.00
					DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		101,290.00

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3130 SNOW REMOVAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09459	BLACKSTRAP INC					
		I-160283	101-43130-42600	SUPPLIES & MA ROAD SALT	209854	1,959.77
		I-160321	101-43130-42600	SUPPLIES & MA ROAD SALT	209854	1,849.29
		I-160444	101-43130-42600	SUPPLIES & MA ROAD SALT	209854	5,642.04
01-10263	EQUIPMENT BLADES, INC					
		I-INV/2025/03193	101-43130-42600	SUPPLIES & MA SNOW PLOW BLADES,BACKER PLATES	209882	4,690.00
				DEPARTMENT 3130 SNOW REMOVAL TOTAL:		14,141.10

PACKET : 07656 07657 07658 07659
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
01-02143	HDR ENGINEERING INC					
		I-2025-3 P.E. #5	101-43150-42200	PROF FEES/SER 2025-3 P.E. #5	209890	2,960.00
				DEPARTMENT 3150 STORM DRAINAGE TOTAL:		2,960.00

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00436	CHS INC						
		I-IA4393	101-43700-42600	SUPPLIES & MA	MOBIL RARUS 427 5G CHEVRON	209862	178.35
		I-IG4191	101-43700-42610	GAS & FUEL	GOLF MAINT UNLEADED GAS	209862	175.01
		I-IG4216	101-43700-42610	GAS & FUEL	GOLF MAINT RUBY FIELDMASTER	209862	214.06
01-00532	A-OX WELDING SUPPLY CO						
		I-0088078248	101-43700-42600	SUPPLIES & MA	CYLINDER LEASE 5 YEARS	209841	219.50
01-01518	VERIZON WIRELESS						
		I-6132218642	101-43700-42800	UTILITIES	ACCT #886931646-00001	209955	115.32
01-02804	TMA STORES						
		I-112705	101-43700-42500	REPAIR & MAIN	LOOSE FLAT REPAIR	209952	40.55
01-06294	BROSZ ENGINEERING INC						
		I-2026-23 P.E. #1	101-43700-42200	PROFESSIONAL	2026-23 P.E. #1	209856	12,200.00
		I-2026-24 P.E. #1	101-43700-42200	PROFESSIONAL	2026-24 P.E. #1	209856	7,800.00
01-09703	AMAZON CAPITAL SERVICES						
		I-1GKD-WD9K-DJGK	101-43700-42600	SUPPLIES & MA	CAR CHARGER,WIRELESS CHARGING	000046	100.87
				DEPARTMENT 3700 CEMETERY		TOTAL:	21,043.66

PACKET : 07656 07657 07658 07659
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
01-01210	LAKEVIEW VETERINARY CLI					
		I-342019	101-44120-42900	IMPOUNDING DO DEC 2025 MANAGEMENT,EUTHANASIA	209905	991.31
01-02017	DAVISON RURAL WATER SYS					
		I-4837.01.26	101-44120-42800	UTILITIES-POU DEC 2025 WATER USAGE	209878	54.05
				DEPARTMENT 4120 ANIMAL CONTROL TOTAL:		1,045.36

PACKET : 07656 07657 07658 07659
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
01-01015	INGRAM LIBRARY SERVICES						
		I-93157459	101-45500-43420	BOOKS	BOOKS	209897	409.27
		I-93208500	101-45500-43420	BOOKS	BOOKS	209897	67.62
		I-93328767	101-45500-43420	BOOKS	BOOKS	209897	55.79
01-05088	BLACKSTONE PUBLISHING						
		I-2221951	101-45500-43421	AUDIO-VISUAL	BOOKS	209853	35.99
01-06026	CENTER POINT LARGE PRIN						
		I-2217254	101-45500-43420	BOOKS	LARGE PRINT BOOKS	209859	99.48
01-08223	OVERDRIVE INC						
		I-02495CP25410021	101-45500-42693	E-BOOKS/AUDIO	EAUDIOBOOKS	209936	40.12
01-09633	STAPLES						
		I-6047979171	101-45500-42600	SUPPLIES & MA	BUBBLE MAILERS	209947	30.68
01-09703	AMAZON CAPITAL SERVICES						
		I-1DRP-NH4K-6HP4	101-45500-42600	SUPPLIES & MA	RAM MEMORY	000046	227.52
					DEPARTMENT 5500 LIBRARY	TOTAL:	966.47

PACKET : 07656 07657 07658 07659
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
01-01830	NORTHWESTERN ENERGY					
		I-4279212-7.01.26	101-46500-43100	PROPERTY ACQU 1201 E 1ST AVE HSE	209926	64.83
				DEPARTMENT 6500 ECONOMIC DEVELOPMENT TOTAL:		64.83
				FUND 101 GENERAL TOTAL:		215,616.96

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00621	MC&R POOLS INC						
		I-2260007-IN	201-45140-42602	CHEMICALS	PUCK BUCKETS,ELEMENT	209912	229.59
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS			
01-01018	AUTOMATIC BUILDING CONT						
		I-245624	201-45140-42500	REPAIR & MAIN	REC CENTER ANNUAL FIRE MONITOR	209848	756.00
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING			
01-01410	MITCHELL SCHOOL DISTRIC						
		I-2701763-1.12.25	201-45140-42800	UTILITIES	1301 N KIMBALL ST-CITY SHARE	209922	1,966.73
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS			
01-01830	NORTHWESTERN ENERGY						
		I-2773861-6.01.26	201-45140-42800	UTILITIES	1300 N MAIN ST UNIT 15	209926	7,439.77
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS			
		I-3510842-2.01.26	201-45140-42800	UTILITIES	1300 N MAIN BLDG AQUATICS	209926	4,886.56
	PROJ: J02-ELE/GAS	INDOOR AQUATIC CTR		UTILITIES-ELECTRIC/GAS			
01-03522	ABC HARRIS PUBLISHING						
		I-889	201-45140-42300	PUBLISHING	CHRISTMAS ADVERTISING ADS	209843	100.00
	PROJ: J08-GENERAL	REC CTR PUBLISHING		PUBLISHING-GENERAL			
01-04950	MIDCONTINENT COMMUNICAT						
		I-BIL-554228	201-45140-42300	PUBLISHING	DEC 2025 ADVERTISING	209918	200.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
		I-BIL-565096	201-45140-42300	PUBLISHING	DEC 2025 ADVERTISING	209918	300.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
		I-BIL-565099	201-45140-42300	PUBLISHING	DEC 2025 ADVERTISING	209918	300.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
		I-BIL-569430	201-45140-42300	PUBLISHING	DEC 2025 ADVERTISING	209918	197.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
		I-BIL-569431	201-45140-42300	PUBLISHING	DEC 2025 ADVERTISING	209918	540.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
		I-BIL-570431	201-45140-42300	PUBLISHING	DEC 2025 ADVERTISING	209918	37.50
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
		I-BIL-570707	201-45140-42300	PUBLISHING	DEC 2025 ADVERTISING	209918	459.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
01-07716	SAGA COMMUNICATIONS OF						
		I-MC-12512112704	201-45140-42800	UTILITIES	DEC 2025 ADVERTISING	209943	585.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT			
01-09143	ICAN INC						
		I-131254	201-45140-42300	PUBLISHING	ADVERTISING	209896	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING		PUBLISHING-ICAN			

DEPARTMENT 5140 RECREATION CENTER TOTAL: 18,747.15

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00436	CHS INC						
		I-IG6060	201-45160-42610	GAS & FUEL	HOCKEY LP BOTTLE FILL	209862	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL				
		I-IG6162	201-45160-42610	GAS & FUEL	HOCKEY LP BOTTLE FILL	209862	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL				
01-00752	MITCHELL PLUMBING & HEA						
		I-37122	201-45160-42500	REPAIR & MAIN	PROPRESS UNION,CPLNG,PIPE	209921	2,408.94
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE				
01-01322	LARRY'S I-90 SERVICE IN						
		I-109772	201-45160-42600	SUPPLIES & MA	CUTTING EDGE,URETHANE WING KIT	209907	559.89
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE				
01-01450	MUTH ELECTRIC INC						
		I-806495	201-45160-43300	CAPITAL IMPRO	CADWELL PARK,DRAKE FIELD POLES	209924	27,805.00
	PROJ: H04-43300	BASEBALL	CAPITAL IMPROVEMENTS				
		I-807022	201-45160-42500	REPAIR & MAIN	W ENTRNC SOFTBALL FIELD REPAIR	209924	249.81
	PROJ: H05-42500	SOFTBALL	REPAIR/MAINTENANCE				
		I-807105	201-45160-42500	REPAIR & MAIN	SOCCER COMPLEX CLOCK REPAIR	209924	581.70
	PROJ: H07-42500	PEPSI COMPLEX	REPAIR/MAINTENANCE				
01-01518	VERIZON WIRELESS						
		I-6132218642	201-45160-42800	UTILITIES	ACCT #886931646-00001	209955	39.73
01-01830	NORTHWESTERN ENERGY						
		I-2579265-6.12.25	201-45160-42800	UTILITIES	1101 N EDMUNDS PWSP M SHLTR	209926	26.72
	PROJ: H10-42800	MUNROE PARK	UTILITIES				
		I-2585121-3.12.25	201-45160-42800	UTILITIES	313 N HARMON DR	209926	152.74
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES				
		I-2586408-3.12.25	201-45160-42800	UTILITIES	TOURNEY HDQT	209926	25.60
	PROJ: H02-42800	CADWELL STADIUM	UTILITIES				
		I-2586410-9.12.25	201-45160-42800	UTILITIES	1301 N MINNESOTA LIFT	209926	20.57
	PROJ: H03-42800	OLD SOCCER FIELDS	UTILITIES				
		I-2718054-6.12.25	201-45160-42800	UTILITIES	5825 TOWER RD	209926	940.83
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES				
		I-2787244-9.12.25	201-45160-42800	UTILITIES	D E CONCESSION	209926	13.31
	PROJ: H05-42800	SOFTBALL	UTILITIES				
		I-2787247-2.12.25	201-45160-42800	UTILITIES	WEST ELEC D E	209926	31.42
	PROJ: H05-42800	SOFTBALL	UTILITIES				
		I-2787248-0.12.25	201-45160-42800	UTILITIES	WEST ELEC D E	209926	83.60
	PROJ: H05-42800	SOFTBALL	UTILITIES				
		I-2787249-8.12.25	201-45160-42800	UTILITIES	H I J K SHOP	209926	27.24
	PROJ: H05-42800	SOFTBALL	UTILITIES				
		I-2787283-7.12.25	201-45160-42800	UTILITIES	SOCCER FIELD	209926	100.59
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES				
		I-2787285-2.12.25	201-45160-42800	UTILITIES	CADWELL PARK CONCESSION	209926	12.00
	PROJ: H02-42800	CADWELL STADIUM	UTILITIES				
		I-2825237-7.12.25	201-45160-42800	UTILITIES	1301 N MINNESOTA	209926	374.07
	PROJ: H02-42800	CADWELL STADIUM	UTILITIES				

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY continued						
		I-2920373-4.12.25	201-45160-42800	UTILITIES	STAD SCOREBOARD 23	209926	206.93
	PROJ: H02-42800	CADWELL STADIUM	UTILITIES				
01-02804	TMA STORES						
		I-111384	201-45160-42500	REPAIR & MAIN	LOOSE FLAT REPAIR	209952	25.99
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE				
		I-113137	201-45160-42500	REPAIR & MAIN	TIRE SENSORS	209952	114.40
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE				
01-02880	THUNE TRUE VALUE & APPL						
		I-B312556	201-45160-42600	SUPPLIES & MA	TANK GASKET	209951	9.99
	PROJ: H13-42600	ARENA-SOUTH RINK	SUPPLIES-MAINTENANCE				
		I-B312560	201-45160-42600	SUPPLIES & MA	GASKET	209951	2.00
	PROJ: H13-42600	ARENA-SOUTH RINK	SUPPLIES-MAINTENANCE				
				DEPARTMENT 5160 SPORTS COMPLEXES		TOTAL:	33,969.07

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS INC					
		I-IG4217	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	209862	636.17
	PROJ: H50-42610	PARKS EQUIPMENT	GAS/FUEL			
		I-IG4218	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	209862	1,033.18
	PROJ: H50-42610	PARKS EQUIPMENT	GAS/FUEL			
01-00532	A-OX WELDING SUPPLY CO					
		I-0000341781	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILLS	209841	99.90
	PROJ: H51-42600	PARK SHOP	SUPPLIES/MATERIALS			
		I-0088078249	201-45210-42600	SUPPLIES & MA CYLINDER LEASE 5 YEARS	209841	472.50
	PROJ: H51-42600	PARK SHOP	SUPPLIES/MATERIALS			
01-01518	VERIZON WIRELESS					
		I-6132218642	201-45210-42800	UTILITIES ACCT #886931646-00001	209955	39.73
01-01830	NORTHWESTERN ENERGY					
		I-2580826-2.12.25	201-45210-42800	UTILITIES 800 E 11TH AVE	209926	20.30
	PROJ: H60-42800	NORTHRIDGE PARK	UTILITIES			
		I-2581610-9.12.25	201-45210-42800	UTILITIES PUBLIC BEACH	209926	54.71
	PROJ: H74-42800	PUBLIC BEACH	UTILITIES			
		I-2581648-9.12.25	201-45210-42800	UTILITIES ACCESS LOT LITE	209926	20.30
	PROJ: H79-42800	LAKE PARK ACCESS AREAS	UTILITIES			
		I-2581649-7.12.25	201-45210-42800	UTILITIES DAY CAMP	209926	53.25
	PROJ: H67-42800	DAY CAMP	UTILITIES			
		I-2583204-9.12.25	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	209926	34.44
	PROJ: H58-42800	JENNEWEIN PARK	UTILITIES			
		I-2584325-1.12.25	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	209926	17.96
	PROJ: H61-42800	PIONEER PARK	UTILITIES			
		I-2584526-4.12.25	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	209926	12.00
	PROJ: H55-42800	DRY RUN CREEK PARK	UTILITIES			
		I-2973566-9.12.25	201-45210-42800	UTILITIES 621 N MAIN ST	209926	15.92
	PROJ: H62-42800	ROTARY PARK	UTILITIES			
		I-3045799-8.12.25	201-45210-42800	UTILITIES 311 1/2 N HARMON	209926	60.01
	PROJ: H66-42800	CAMP ARROYA	UTILITIES			
		I-3328555-2.12.25	201-45210-42800	UTILITIES 425 S BURR	209926	82.73
	PROJ: H55-42800	DRY RUN CREEK PARK	UTILITIES			
		I-3449572-1.12.25	201-45210-42850	UTILITIES-VET 101 N MAIN ST	209926	85.96
	PROJ: H63-42850	VETERANS PARK	UTILITES/VETERANS PARK			
		I-3600484-4.12.25	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	209926	27.65
	PROJ: H76-42800	SANDY BEACH	UTILITIES			
01-09703	AMAZON CAPITAL SERVICES					
		I-1WFM-LKR4-HDXN	201-45210-42600	SUPPLIES & MA CLEAR BULBS	000046	36.09
	PROJ: H56-42600	HITCHCOCK PARK	SUPPLIES/MATERIALS			
				DEPARTMENT 5210 PARKS TOTAL:		2,802.80

PACKET : 07656 07657 07658 07659
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
01-01518	VERIZON WIRELESS					
		I-6132218642	201-45220-42800	UTILITIES ACCT #886931646-00001	209955	39.73
				DEPARTMENT 5220 SUPERVISION TOTAL:		39.73
				FUND 201 PARK FUND TOTAL:		55,558.75

PACKET : 07656 07657 07658 07659
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
01-08252	CORPORATE TRANSLATION S					
		I-320915	214-43500-42200	PROFESSIONAL DEC 2025 TRANSLATION SERVICES	209906	23.66
				DEPARTMENT 3500 E-911 TOTAL:		23.66
				FUND 214 E-911 EMERGENCY TOTAL:		23.66

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07987	AT&T MOBILITY - PALACE					
		I-3882X12232025	218-45150-42800	UTILITIES ACCT #287298243882	209847	85.44
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
		I-3882X12232025	218-45150-42920	COMPUTER SOFT ACCT #287298243882	209847	537.26
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
				DEPARTMENT 5150 PALACE TRANSIT TOTAL:		622.70

PACKET : 07656 07657 07658 07659
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
01-01830	NORTHWESTERN ENERGY						
		I-3358242-0.01.26	218-45180-42800	UTILITIES	300 W 1ST AVE	209926	2,176.06
01-07987	AT&T MOBILITY - PALACE						
		I-3882X12232025	218-45180-42800	UTILITIES	ACCT #287298243882	209847	33.85
					DEPARTMENT 5180 JVCC	TOTAL:	2,209.91
					FUND 218 COMMUNITY SERVICES	TOTAL:	2,832.61

PACKET : 07656 07657 07658 07659
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
01-00483	COUNTY FAIR					
		I-01052026	219-45140-42911	CONTRACT SERV DEC 2025 SR MEALS	209873	977.50
01-06232	COBORNS INC					
		I-01062026	219-45140-42911	CONTRACT SERV DEC 2025 SR MEALS	209866	1,242.00
01-07987	AT&T MOBILITY - PALACE					
		I-3882X12232025	219-45140-42800	UTILITIES ACCT #287298243882	209847	33.86
01-09069	BIG DADDY D'S INC					
		I-1029	219-45140-42911	CONTRACT SERV SR MEALS 12.22-26.2025	209852	967.50
		I-1030	219-45140-42911	CONTRACT SERV SR MEALS 12.29.25-01.02.2026	209852	1,320.00
01-10569	THE DUGOUT					
		I-01052026	219-45140-42911	CONTRACT SERV DEC 2025 SR MEALS-TRIPP	209881	3,432.00
				DEPARTMENT 5140 NUTRITION TOTAL:		7,972.86
				FUND 219 NUTRITION TOTAL:		7,972.86

PACKET : 07656 07657 07658 07659
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
01-00281	HELMS AND ASSOCIATES						
		I-AIP'33AIRPORT #15	230-43500-43205	HANGAR	AIP'33 AIRPORT #15	209892	4,005.64
		I-AIP'34AIRPORT #12	230-43500-43320	AIP-RECONSTRU	AIP'34 AIRPORT #12	209892	15,377.13
01-00436	CHS INC						
		I-IG4221	230-43500-42610	GAS & OIL	AIRPORT RUBY FIELDMASTER	209862	278.54
01-01199	STURDEVANTS AUTO VALUE						
		I-815068041	230-43500-42600	SUPPLIES & MA	WIPER BLADES	209949	47.98
01-01518	VERIZON WIRELESS						
		I-6132218642	230-43500-42800	UTILITIES	ACCT #886931646-00001	209955	39.73
01-01830	NORTHWESTERN ENERGY						
		I-2585924-0.12.25	230-43500-42800	UTILITIES	MITCHELL AIRPORT	209926	371.09
		I-2585926-5.12.25	230-43500-42800	UTILITIES	AIRPORT SECURITY GATE	209926	13.68
		I-2585934-9.12.25	230-43500-42800	UTILITIES	MITCHELL AIRPORT 5	209926	650.22
		I-2585936-4.12.25	230-43500-42800	UTILITIES	5971 AIRPORT RD BLDG 24	209926	206.10
		I-2585992-7.12.25	230-43500-42800	UTILITIES	6601 N MAIN	209926	907.83
		I-2830030-9.12.25	230-43500-42800	UTILITIES	NG RD AND HWY 37 AP SIGN	209926	12.00
01-03100	CENTURY LINK						
		I-333866399.12.25	230-43500-42800	UTILITIES	ACCT #333866399	209860	73.43
01-08339	I-STATE TRUCK CENTER						
		I-C261399698:01	230-43500-42600	SUPPLIES & MA	FILL LEVEL SENSOR	209895	390.24
01-08691	QUALITY CUT LAWN & TREE						
		I-2024-22R PE#4-2025	230-43500-42520	SNOW REMOVAL	2024-22R P.E. #4-2025	209941	10,000.00
					DEPARTMENT 3500 AIRPORT TOTAL:		32,373.61
					FUND 230 AIRPORT TOTAL:		32,373.61

PACKET : 07656 07657 07658 07659
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-2198454	602-43330-42600	SUPPLIES & MA SCREWS,GREASE GUN HOLDER,GREAS	209942	55.56
		I-2198482	602-43330-42600	SUPPLIES & MA SHOP TOWELS,DRILL BITS	209942	18.48
01-01518	VERIZON WIRELESS					
		I-6132218642	602-43330-42800	UTILITIES ACCT #886931646-00001	209955	79.46
01-01830	NORTHWESTERN ENERGY					
		I-2585902-6.12.25	602-43330-42800	UTILITIES 2800 N MAIN ST	209926	3,868.57
		I-2586002-4.12.25	602-43330-42800	UTILITIES N LAKE MITCHELL	209926	251.85
01-04692	B-Y WATER DISTRICT					
		I-06771.01.26	602-43330-42850	B-Y WATER CHA DEC 2025 WATER USAGE	209851	65,144.08
				DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:		69,418.00

PACKET : 07656 07657 07658 07659
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-2279-8893	602-43340-42660	POSTAGE	POSTAGE 12.15-31.2025	209940	18.98
01-00532	A-OX WELDING SUPPLY CO						
		I-0000341772	602-43340-42600	SUPPLIES & MA	CO2 CYLINDER FILL	209841	22.50
01-01198	SIGN PRO						
		I-76168	602-43340-42650	UNIFORMS	MCCARDLE SCREEN PRINT FEE	209945	16.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815068043	602-43340-42600	SUPPLIES & MA	BATTERY,AIR DOMESTIC,OIL FILTR	209949	195.21
01-01450	MUTH ELECTRIC INC						
		I-806987	602-43340-42500	REPAIR & MAIN	INSTALLED NEW CONTROL BOX-WATE	209924	649.61
01-01590	MCLEOD'S PRINTING						
		I-86967A	602-43340-42910	BILLING OFFIC	UTILITY APPLICATION REISSUE	209914	70.00
		I-89693	602-43340-42600	SUPPLIES & MA	KLEENEX TOWELS	209914	219.98
01-01700	AAA COLLECTIONS INC						
		I-778212312025	602-43340-42910	BILLING OFFIC	DEC 2025 PRECOLLECTION LETTERS	209842	28.33
01-01830	NORTHWESTERN ENERGY						
		I-2958403-4.12.25	602-43340-42800	UTILITIES	1800 VAN DYKE DR	209926	776.76
01-02143	HDR ENGINEERING INC						
		I-2022-22 P.E. #20	602-43340-42225	PROFESSIONAL	2022-22 P.E. #20	209890	335.00
01-02470	CORE & MAIN LP						
		I-Y273358	602-43340-42600	SUPPLIES & MA	HEX HOLE SAW,KEY WRENCH,CUTTER	209871	818.10
		I-Y281631	602-43340-42600	SUPPLIES & MA	6X2 SADDLE	209871	1,374.78
		I-Y290170	602-43340-42600	SUPPLIES & MA	POWERSEAL REPAIR	209871	1,190.00
		I-Y312754	602-43340-42600	SUPPLIES & MA	HYMAX 2 FLIP COUPLING	209871	700.00
01-02804	TMA STORES						
		I-111714	602-43340-42600	SUPPLIES & MA	THUNDERER TIRES	209952	780.75
01-03495	HALME INC						
		I-2025-27 P.E. #1	602-43340-43332	WEST HARMON D	2025-27 P.E. #1	209889	95,501.00
01-03576	MICHELS ROAD & STONE IN						
		I-2021-45 P.E. #14	602-43340-43333	HIGHWAY 37 WA	2021-45 P.E. #14	209916	81,499.19
					DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	184,196.19
					FUND 602 WATER	TOTAL:	253,614.19

PACKET : 07656 07657 07658 07659
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
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-8893	604-43200-42660	POSTAGE	POSTAGE 12.15-31.2025	209940	18.98
01-00424	RUNNINGS SUPPLY INC						
		I-2198217	604-43200-42600	SUPPLIES	COMBO WRENCH	209942	7.99
		I-2199045	604-43200-42650	UNIFORMS	MCCARDLE LOGOD TEES,HOODIE	209942	124.02
01-00436	CHS INC						
		I-IG4167	604-43200-42610	GAS & FUEL	WW RUBY FIELDMASTER	209862	1,339.20
01-00469	GEOTEK ENGINEERING & TE						
		I-2022-1 P.E. #16A	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #16A	209886	2,177.50
01-00752	MITCHELL PLUMBING & HEA						
		I-37129	604-43200-42500	REPAIRS	BRONZ PUMP	209921	3,451.25
01-01021	JOHN T JONES CONSTRUCTI						
		I-2022-1 P.E. #17	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #17	209902	630,326.28
01-01198	SIGN PRO						
		I-76189	604-43200-42650	UNIFORMS	VERMEULEN EMBROIDERY FEE	209945	10.00
01-01450	MUTH ELECTRIC INC						
		I-806989	604-43200-42500	REPAIRS	WW PUMP FIXED	209924	829.89
01-01518	VERIZON WIRELESS						
		I-6132218642	604-43200-42800	UTILITIES	ACCT #886931646-00001	209955	39.73
01-01830	NORTHWESTERN ENERGY						
		I-2581292-6.12.25	604-43200-42800	UTILITIES	2141 E HAVENS ST PLNT SWR	209926	10,616.38
		I-3907866-2.12.25	604-43200-42800	UTILITIES	1040 N HARMON DR LIFT	209926	181.35
01-02143	HDR ENGINEERING INC						
		I-2022-1 P.E. #36	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #36	209890	40,261.76
01-04352	UPS STORE #4227						
		I-12042025	604-43200-42600	SUPPLIES	SHIPPING CHARGE	209954	163.93
01-08882	INTERSTATE TIRE & AUTO						
		I-12082025	604-43200-42500	REPAIRS	TIRE REPAIR	209900	35.00
		I-12112025	604-43200-42500	REPAIRS	TIRE REPAIR	209900	35.00
		I-12152025	604-43200-42600	SUPPLIES	TIRE REPAIR,2 NEW TIRES	209900	615.00
					DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:		690,233.26

PACKET : 07656 07657 07658 07659
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3210 WASTE WATER IND PRETREAT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01710	MINNESOTA VALLEY TESTIN					
		I-1340173	604-43210-42550	LABORATORY FE LAB TESTINGS	209920	207.00
01-04352	UPS STORE #4227					
		I-12102025	604-43210-42600	SUPPLIES SHIPPING CHARGE	209954	270.88
				DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:		477.88

PACKET : 07656 07657 07658 07659
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
01-01590	MCLEOD'S PRINTING						
		I-86662A	604-43250-42600	SUPPLIES	HARD ROLL TOWEL REISSUE	209914	211.98
		I-86967A	604-43250-42910	BILLING OFFIC	UTILITY APPLICATION REISSUE	209914	70.00
01-01700	AAA COLLECTIONS INC						
		I-778212312025	604-43250-42910	BILLING OFFIC	DEC 2025 PRECOLLECTION LETTERS	209842	28.33
01-01830	NORTHWESTERN ENERGY						
		I-2579460-3.12.25	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	209926	96.07
		I-2581214-0.12.25	604-43250-42800	UTILITIES	N FOSTER ST	209926	1,063.99
		I-2581650-5.12.25	604-43250-42800	UTILITIES	KIPPES CV	209926	106.39
		I-2581719-8.12.25	604-43250-42800	UTILITIES	3600 N OHLMAN ST	209926	339.01
		I-2581747-9.12.25	604-43250-42800	UTILITIES	S HARMON DR	209926	66.40
		I-2828568-2.12.25	604-43250-42800	UTILITIES	5709 ISLAND CT	209926	35.70
		I-4328427-2.01.26	604-43250-42800	UTILITIES	1529 NURSIA DR	209926	206.53
01-02143	HDR ENGINEERING INC						
		I-2022-22 P.E. #20	604-43250-42200	PROFESSIONAL	2022-22 P.E. #20	209890	335.00
01-02470	CORE & MAIN LP						
		I-X572557	604-43250-42600	SUPPLIES	GRATED COVER	209871	334.47
01-03495	HALME INC						
		I-2023-6 P.E. #14	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #14	209889	169,707.36
01-03576	MICHELS ROAD & STONE IN						
		I-2021-45 P.E. #14	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #14	209916	52,682.96
01-08565	CRANE SALES & SERVICE						
		I-74531	604-43250-42500	REPAIRS	CABLE ASSEMBLY,RECEPITAL	209874	3,417.85
					DEPARTMENT 3250 WASTE WATER COLLECTION	TOTAL:	228,702.04
					FUND 604 SEWER	TOTAL:	919,413.18

PACKET : 07656 07657 07658 07659
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-2197942	612-43220-42500	REPAIR & MAIN WHEEL SPINNER	209942	9.99
01-00436	CHS INC					
		I-IA5216	612-43220-42500	REPAIR & MAIN TIRE REPAIR,BOOT PATCH	209862	32.50
01-01117	FLEETPRIDE					
		I-131061583	612-43220-42500	REPAIR & MAIN SILICONE RADIATOR FOOT	209883	252.90
01-01199	STURDEVANTS AUTO VALUE					
		I-815068311	612-43220-42600	SUPPLIES COOLANT FILTER,OIL FLTR & FLEE	209949	202.96
		I-815068382	612-43220-42600	SUPPLIES SLIK BEAD LUBRICANT	209949	21.98
		I-815068384	612-43220-42600	SUPPLIES PROFESSIONAL SQUEGEE	209949	11.99
01-08380	PETERBILT OF SIOUX FALL					
		I-A738400	612-43220-42500	REPAIR & MAIN RUBBER AIR ELBOW	209938	71.80
				DEPARTMENT 3220 RECYCLING PROGRAM TOTAL:		604.12

PACKET : 07656 07657 07658 07659
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
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-8893	612-43230-42660	POSTAGE	POSTAGE 12.15-31.2025	209940	18.98
01-00917	DAKOTA FLUID POWER INC						
		I-7414557	612-43230-42500	REPAIRS	CYLINDER REPAIRS	209876	1,022.11
01-01199	STURDEVANTS AUTO VALUE						
		I-815068042	612-43230-42600	SUPPLIES	WIPER BLADES	209949	49.98
01-01590	MCLEOD'S PRINTING						
		I-86967A	612-43230-42910	BILLING OFFIC	UTILITY APPLICATION REISSUE	209914	70.00
01-01700	AAA COLLECTIONS INC						
		I-778212312025	612-43230-42910	BILLING OFFIC	DEC 2025 PRECOLLECTION LETTERS	209842	28.34
01-04802	MID-AMERICAN RESEARCH C						
		I-0866439-IN	612-43230-42600	SUPPLIES	GRAPHITE LUBRICANT,DEGREASER	209917	469.00
					DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	1,658.41

PACKET : 07656 07657 07658 07659
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
01-00436	CHS INC						
		I-IG4219	612-43240-42610	GAS & OIL	LANDFILL RUBY FIELDMASTER	209862	490.08
		I-IG4220	612-43240-42610	GAS & OIL	LANDFILL RUBY FIELDMASTER	209862	1,363.40
01-01117	FLEETPRIDE						
		I-131089109	612-43240-42600	SUPPLIES	ANTIFREEZE	209883	37.47
01-02017	DAVISON RURAL WATER SYS						
		I-5095.01.26	612-43240-42800	UTILITIES	DEC 2025 WATER USAGE	209878	71.15
01-02484	DARRINGTON WATER COND						
		I-49197.12.25	612-43240-42500	REPAIR AND MA	WATER COOLER RENTAL	209877	47.00
01-02527	TRANSOURCE						
		I-41P68419	612-43240-42600	SUPPLIES	FUEL FILTER,CARTRIDGE,RADIATOR	209953	1,564.85
01-02939	DEPARTMENT OF AGRICULTU						
		I-01062026	612-43240-42210	STATE GARBAGE	DEC 2025 SOLID WASTE SURCHARGE	209879	2,823.42
01-08009	LSC ENVIRONMENTAL PRODU						
		I-INV0007596	612-43240-42635	DAILY COVER M	LANDFILL COVER PELLETS	209909	22,842.00
					DEPARTMENT 3240 LANDFILL TOTAL:		29,239.37
					FUND 612 SANITATION TOTAL:		31,501.90

PACKET : 07656 07657 07658 07659
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
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-8893	613-45650-42660	SHIPPING/POST	POSTAGE 12.15-31.2025	209940	0.78
01-01075	JOHNSON CONTROLS						
		I-1-136777863409	613-45650-42500	REPAIRS & MAI	DEC 25-FEB 26 QUARTERLY MAINT	209903	5,074.50
01-01450	MUTH ELECTRIC INC						
		I-807109	613-45650-42500	REPAIRS & MAI	CORN PALACE FIXTURES REPLACED	209924	414.00
01-01590	MCLEOD'S PRINTING						
		I-89739	613-45650-42600	SUPPLIES & MA	WALL DECALS	209914	349.90
01-01786	GOVERNORS INN TRAVELODG						
		I-91113EE031493	613-45650-42700	TRAVEL, CONFE	J HANSON ROOM-PIERRE	209887	107.00
01-01830	NORTHWESTERN ENERGY						
		I-2587291-2.01.26	613-45650-42800	UTILITIES	600 N MAIN ST	209926	3,025.45
		I-2587292-0.12.25	613-45650-42800	UTILITIES	600 N MAIN ST	209926	4,031.58
		I-3219913-5.12.25	613-45650-42850	CP PLAZA UTIL	617 N MAIN	209926	12.74
		I-3458684-2.12.25	613-45650-42850	CP PLAZA UTIL	6TH AVE PARK	209926	78.14
01-02537	SHERWIN-WILLIAMS COMPAN						
		I-3261-4	613-45650-42600	SUPPLIES & MA	PAINT,PRIMER	209944	435.87
		I-3262-2	613-45650-42600	SUPPLIES & MA	PAINT	209944	32.14
01-02811	JONES SUPPLIES						
		I-155309	613-45650-42600	SUPPLIES & MA	BLACK LINERS,ROLL TOWELS,T-TIS	209904	227.99
		I-155359	613-45650-42600	SUPPLIES & MA	FOOD BAGS,ROLL TOWELS	209904	67.53
		I-155370	613-45650-42600	SUPPLIES & MA	BLACK LINERS	209904	55.20
		I-155387	613-45650-42600	SUPPLIES & MA	ROLL TOWELS,T-TISSUE,SCREEN DE	209904	180.84
01-02880	THUNE TRUE VALUE & APPL						
		I-A608488	613-45650-42600	SUPPLIES & MA	KEYS	209951	32.89
		I-A610157	613-45650-42600	SUPPLIES & MA	NUTS,BOLTS	209951	3.80
01-03700	CORE-MARK US LLC						
		I-2494730	613-45650-42610	COST OF GOODS	CANDY,FOODTRAYS,BROWN SUGAR	209872	3,444.19
		I-2494731-700	613-45650-42610	COST OF GOODS	BEEF BROTH,POPCORN SALT,LEMONS	209872	144.63
01-04165	C & D PEDAL PULLS, INC.						
		I-12312025	613-45650-42905	ENTERTAINMENT	2025 NATIONAL PEDAL PULL	209858	4,000.00
01-04352	UPS STORE #4227						
		I-11202025	613-45650-42660	SHIPPING/POST	SHIPPING CHARGES	209954	25.40
		I-12112025	613-45650-42660	SHIPPING/POST	SHIPPING CHARGE	209954	277.56
		I-12122025	613-45650-42660	SHIPPING/POST	SHIPPING CHARGE	209954	37.36
		I-12152025	613-45650-42660	SHIPPING/POST	SHIPPING CHARGE	209954	39.62
		I-12172025	613-45650-42660	SHIPPING/POST	SHIPPING CHARGE	209954	60.49
		I-12182025	613-45650-42660	SHIPPING/POST	SHIPPING CHARGE	209954	22.21

PACKET : 07656 07657 07658 07659
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
01-06232	COBORNS INC					
		I-09202025	613-45650-42615	COGS-ALCOHOL POP	209866	89.94
01-07344	CHESTERMAN COMPANY					
		I-11937380	613-45650-42610	COST OF GOODS MONSTERS,POWERADES,POPS	209861	1,020.70
01-07526	O'REILLY AUTOMOTIVE INC					
		I-2090-197230	613-45650-42660	SHIPPING/POST RELAYS	209934	21.84
01-08281	VESTIS					
		I-6380339049	613-45650-42600	SUPPLIES & MA MAT CLEANING	209956	42.29
01-09703	AMAZON CAPITAL SERVICES					
		I-17LC-MP4C-DW4L	613-45650-42600	SUPPLIES & MA DRY ERASE,SNOW GRIPS	000046	49.20
		I-1N4Q-JX11-FWPR	613-45650-42610	COST OF GOODS TWIST TIES,FOOD COLORING	000046	122.98
01-10353	DIMOCK DAIRY INC					
		I-251203587	613-45650-42610	COST OF GOODS CHEESE VARIETIES	209880	58.77
				DEPARTMENT 5650 CORN PALACE TOTAL:		23,587.53
				FUND 613 CORN PALACE TOTAL:		23,587.53

PACKET : 07656 07657 07658 07659
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
01-00424	RUNNINGS SUPPLY INC						
		I-2199279	614-45250-42650	UNIFORMS	GUNNARE LOGO VEST,HOODIE	209942	159.98
01-00445	CITY OF MITCHELL						
		I-04.000400.00.01.26	614-45250-42830	UTILITIES-WAT	600 W 23RD AVE	209864	1.74
01-01355	MIDWEST TURF & IRRIGATI						
		I-3958758-00	614-45250-42500	REPAIR & MAIN	HARNESS,VALVE ASM,STARTER	209919	3,725.18
01-01518	VERIZON WIRELESS						
		I-6132218642	614-45250-42800	UTILITIES	ACCT #886931646-00001	209955	39.73
01-01590	MCLEOD'S PRINTING						
		I-87042A	614-45250-42300	PUBLISHING	MHS COUPON BOOK REISSUE	209914	185.00
01-03479	SPECTRUM TECHNOLOGIES I						
		I-100100112	614-45250-42920	COMPUTER SOFT	ANNUAL SUBSCRIPTION FIELDSCOUT	209946	224.00
01-08594	MAKE IT MINE DESIGNS						
		I-46252	614-45250-42650	UNIFORMS	GUNNARE LOGOD SHIRTS	209911	41.64

DEPARTMENT 5250 GOLF COURSE TOTAL: 4,377.27

FUND 614 GOLF COURSE TOTAL: 4,377.27

PACKET : 07656 07657 07658 07659
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
01-01199	STURDEVANTS AUTO VALUE						
		I-12252025	619-45220-42500	REPAIR & MAIN	FINANCE CHARGE	209949	4.50
01-01830	NORTHWESTERN ENERGY						
		I-3394102-2.12.25	619-45220-42800	UTILITIES	2601 N MAIN ST	209926	673.48
		I-3394130-3.12.25	619-45220-42800	UTILITIES	2601 N MAIN ST TRLR	209926	7.00
		I-3988458-0.12.25	619-45220-42800	UTILITIES	2601 N MAIN DT SHWR	209926	14.13
01-02804	TMA STORES						
		C-110005	619-45220-42500	REPAIR & MAIN	DUPLICATE PAYMENT	209952	47.04-
		I-111313	619-45220-42500	REPAIR & MAIN	NEW TIRE,VALVE STEM,MOUNT&BALA	209952	124.63
01-03488	FLOWBIRD AMERICA INC						
		I-AI004377	619-45220-42620	COMPUTER SOFT	ALARM MONITORING	209884	71.00
01-09665	CITY OF MITCHELL						
		I-01022026	619-45220-42935	BID TAX	DEC 2025 HOTEL TAX	209865	42.00
				DEPARTMENT 5220	CAMPGROUND TOTAL:		889.70
				FUND 619	CAMPGROUND TOTAL:		889.70

PACKET : 07656 07657 07658 07659
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
01-00532	A-OX WELDING SUPPLY CO						
		I-0000341773	621-44600-42600	SUPPLIES	O2 CYLINDER FILL	209841	50.85
		I-0088078244	621-44600-42600	SUPPLIES	O2 CYLINDER LEASE 5 YEARS	209841	349.50
01-01518	VERIZON WIRELESS						
		I-6132218642	621-44600-42800	UTILITIES	ACCT #886931646-00001	209955	102.40
01-02700	HENRY SCHEIN INC						
		I-51447239	621-44600-42600	SUPPLIES	PATIENT MOVER,TOURNIQUET,GLOVE	209893	486.86
01-03478	AVERA QUEEN OF PEACE						
		I-CINV-015665	621-44600-42600	SUPPLIES	AMBULANCE PHARMACY MEDS	209850	554.74
01-03846	BOUND TREE MEDICAL LLC						
		I-85988556	621-44600-42600	SUPPLIES	SIMMAN ALS EXTENDED WARRANTY	209855	7,999.98
01-08771	PCC AMBULANCE BILLING S						
		I-39978	621-44600-42250	CONTRACT-QMC	NOV 2025 AMBULANCE BILLING	209937	1,773.77
01-08978	BUHL'S DRYCLEANERS & LI						
		I-107732	621-44600-42500	REPAIRS & MAI	LAUNDRY SERVICES	209857	85.00

DEPARTMENT 4600 EMS TOTAL: 11,403.10

FUND 621 EMERGENCY MEDICAL SERVICE TOTAL: 11,403.10

REPORT GRAND TOTAL: 1,559,165.32

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2025-2026	101-3699	REFUNDS AND REI*NON-EXPENS	475.00-	85,000-	10,555.64				
	101-41110-42300	LEGAL PUBLICATIONS	28.53	16,000	641.25				
	101-41220-42600	SUPPLIES & MATERIALS	230.38	500	552.14-	Y			
	101-41300-42900	ELECTION	30.15	500	469.85				
	101-41410-42610	WEST GROUP LAW DATABASE	1,314.00	15,000	2,167.08				
	101-41410-42800	RECODIFY CITY ORDINANCES	686.00	5,000	1,990.98				
	101-41420-42200	PROFESSIONAL SERVICES	500.00	57,250	5,619.23-	Y			
	101-41440-42210	PROFESSIONAL SERVICES	220.00	12,338	7,204.55				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	1,103.40	45,851	2,235.60				
	101-41920-42520	REPAIR-CITY HALL	308.64	4,500	1,069.32				
	101-41920-42810	UTILITIES-STORAGE BLDG	598.01	2,400	885.48-	Y			
	101-41920-42811	UTILITIES-CITY HALL	2,192.24	28,000	10,082.50				
	101-41935-42250	MANAGED PRINT SERVICES	4,694.51	59,000	2,500.62				
	101-41935-42615	POSTAGE	424.73	7,500	97.63-	Y			
	101-41935-42645	COMPUTER HARDWARE	4,419.40	24,900	9,185.81				
	101-41935-42920	COMPUTER SOFTWARE	105.60	122,115	1,388.56-	Y			
	101-42110-42200	PROFESSIONAL SERVICES	281.59	9,800	471.02				
	101-42110-42500	REPAIR & MAINTENANCE	1,302.78	11,970	9,584.56-	Y			
	101-42110-42600	SUPPLIES	98.92	31,019	731.29-	Y			
	101-42110-42640	UNIFORM ALLOWANCE	493.49	7,000	1,763.96-	Y			
	101-42110-42670	SERVICE DOG SUPPLY	218.00	2,280	298.61-	Y			
	101-42110-42810	UTILITIES	386.85	7,150	2,351.52-	Y			
	101-42110-43400	MACHINERY AND EQUIPMENT	550.00	280,246	14,043.62-	Y			
	101-42130-42520	EMERGENCY SIREN UTILITIES	36.41	2,900	131.02-	Y			
	101-42130-42535	LIGHT MAINTENANCE	474.89	27,000	4,496.57				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	2,752.53	38,000	822.30-	Y			
	101-42130-42820	TELEPHONE	79.74	1,200	366.72-	Y			
	101-42130-42835	UTILITIES-STREET LIGHTS	28,424.11	305,000	5,765.05				
	101-42200-42500	REPAIR & MAINTENANCE	2,141.22	17,650	12,611.77-	Y			
	101-42200-42600	SUPPLIES	175.00	24,950	1,943.63				
	101-42200-42810	UTILITIES	144.32	44,000	3,357.10-	Y			
	101-43100-42500	REPAIRS	1,934.65	150,000	73,616.33				
	101-43100-42600	SUPPLIES	1,386.51	20,000	93,514.03-	Y			
	101-43100-42630	GRAVEL- BASE	16,196.54	55,560	17,129.16				
	101-43100-43417	SHOP EQUIPMENT	567.38	5,500	4,932.62				
	101-43110-42800	UTILITIES	80.02	2,000	141.84-	Y			
	101-43120-42200	PROF SERVICES-DESIGN	2,390.00	79,000	16,017.40				
	101-43120-42630	GRAVEL-BASE	98,900.00	101,250	2,350.00				
	101-43130-42600	SUPPLIES & MATERIALS	14,141.10	75,000	7,866.86				
	101-43150-42200	PROF FEES/SERVICES	2,960.00	107,000	95,375.00				
	101-43700-42200	PROFESSIONAL FEES/SERVICES	20,000.00	22,000	2,000.00				
	101-43700-42500	REPAIR & MAINTENANCE	40.55	3,000	144.86				
	101-43700-42600	SUPPLIES & MATERIALS	498.72	16,000	99.34				
	101-43700-42610	GAS & FUEL	389.07	10,000	1,311.25				
	101-43700-42800	UTILITIES	115.32	5,500	541.75				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	OVER BUDG
	101-44120-42800	UTILITIES-POUND	54.05	2,400	240.69-	Y			
	101-44120-42900	IMPOUNDING DOGS	991.31	15,800	488.36				
	101-45500-42600	SUPPLIES & MATERIALS	258.20	12,000	309.68				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	40.12	19,350	123.19				
	101-45500-43420	BOOKS	632.16	47,000	611.27-	Y			
	101-45500-43421	AUDIO-VISUAL	35.99	4,000	1,139.04				
	101-46500-43100	PROPERTY ACQUISITION	64.83	1,000,000	8,329.87-	Y			
	201-45140-42300	PUBLISHING	2,883.50	46,500	3,289.14				
	201-45140-42500	REPAIR & MAINTENANCE	756.00	34,000	1,476.04				
	201-45140-42602	CHEMICALS	229.59	18,000	1,969.56				
	201-45140-42800	UTILITIES	14,878.06	198,440	2,321.18				
	201-45160-42500	REPAIR & MAINTENANCE	3,380.84	98,284	4,108.75				
	201-45160-42600	SUPPLIES & MATERIALS	571.88	68,128	372.16-	Y			
	201-45160-42610	GAS & FUEL	156.00	15,000	2,305.20				
	201-45160-42800	UTILITIES	2,055.35	156,420	5,663.90-	Y			
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	27,805.00	505,287	71,447.23				
	201-45210-42600	SUPPLIES & MATERIALS	608.49	96,851	352.27				
	201-45210-42610	GAS & FUEL	1,669.35	33,000	1,165.44-	Y			
	201-45210-42800	UTILITIES	439.00	79,200	13,318.17				
	201-45210-42850	UTILITIES-VETERAN'S PARK	85.96	5,625	3,150.21-	Y			
	201-45220-42800	UTILITIES	39.73	640	100.29				
	214-43500-42200	PROFESSIONAL SERVICES	23.66	1,490	1,027.44				
	218-45150-42800	UTILITIES	85.44	1,565	353.45				
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	537.26	50,750	2,769.19-	Y			
	218-45180-42800	UTILITIES	2,209.91	32,302	6,921.46				
	219-45140-42800	UTILITIES	33.86	415	190.44				
	219-45140-42911	CONTRACT SERVICES-MEALS	7,939.00	211,490	15,403.02				
	230-43500-42520	SNOW REMOVAL CONTRACT	10,000.00	85,000	10,000.00				
	230-43500-42600	SUPPLIES & MATERIALS	438.22	8,500	3,022.44				
	230-43500-42610	GAS & OIL	278.54	5,700	831.28				
	230-43500-42800	UTILITIES	2,274.08	19,500	1,241.19-	Y			
	230-43500-43205	HANGAR	4,005.64	1,721,129	1,651,941.06				
	230-43500-43320	AIP-RECONSTRUCT RUNWAY	15,377.13	319,600	48,962.47				
	602-43330-42600	SUPPLIES & MATERIALS	74.04	18,000	13,238.05-	Y			
	602-43330-42800	UTILITIES	4,199.88	200,000	89,393.94				
	602-43330-42850	B-Y WATER CHARGES	65,144.08	975,000	110,574.15-	Y			
	602-43340-42225	PROFESSIONAL SERVICES	335.00	355,000	141,009.26				
	602-43340-42500	REPAIR & MAINTENANCE	649.61	18,500	12,756.73				
	602-43340-42600	SUPPLIES & MATERIALS	5,301.32	125,000	142,170.48-	Y			
	602-43340-42650	UNIFORMS	16.00	1,250	97.44				
	602-43340-42660	POSTAGE	18.98	10,000	1,417.35-	Y			
	602-43340-42800	UTILITIES	776.76	11,000	1,395.06-	Y			
	602-43340-42910	BILLING OFFICE	98.33	10,700	36,480.45-	Y			
	602-43340-43332	WEST HARMON DRIVE LOOPING	95,501.00	0	95,501.00-	Y			
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	81,499.19	1,013,372	856,116.24-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	OVER BUDG
	604-43200-42500	REPAIRS	4,351.14	20,000	18,023.40-	Y			
	604-43200-42600	SUPPLIES	786.92	25,000	16,230.34-	Y			
	604-43200-42610	GAS & FUEL	1,339.20	10,000	1,646.74				
	604-43200-42650	UNIFORMS	134.02	1,750	110.39				
	604-43200-42660	POSTAGE	18.98	9,000	2,237.71-	Y			
	604-43200-42800	UTILITIES	10,837.46	215,000	43,711.17-	Y			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	672,765.54	23,130,800	8,899,032.63				
	604-43210-42550	LABORATORY FEES & SERVICES	207.00	5,500	5,376.50-	Y			
	604-43210-42600	SUPPLIES	270.88	1,000	581.74-	Y			
	604-43250-42200	PROFESSIONAL SERVICES	335.00	300,000	119,327.61				
	604-43250-42500	REPAIRS	3,417.85	20,000	22,325.55-	Y			
	604-43250-42600	SUPPLIES	546.45	50,000	25,855.03-	Y			
	604-43250-42800	UTILITIES	1,914.09	50,000	1,648.68				
	604-43250-42910	BILLING OFFICE	98.33	8,000	39,180.95-	Y			
	604-43250-43348	HIGHWAY 37 UTILITIES	52,682.96	1,440,936	261,068.01				
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	169,707.36	2,100,000	172,195.80				
	612-43220-42500	REPAIR & MAINTENANCE	367.19	10,000	21,649.68-	Y			
	612-43220-42600	SUPPLIES	236.93	18,000	10,598.50				
	612-43230-42500	REPAIRS	1,022.11	15,000	21,268.27-	Y			
	612-43230-42600	SUPPLIES	518.98	42,000	14,086.54				
	612-43230-42660	POSTAGE	18.98	8,000	2,306.52-	Y			
	612-43230-42910	BILLING OFFICE	98.34	8,000	39,179.93-	Y			
	612-43240-42210	STATE GARBAGE FEES	2,823.42	35,000	100.65-	Y			
	612-43240-42500	REPAIR AND MAINTENANCE	47.00	32,000	5,338.82				
	612-43240-42600	SUPPLIES	1,602.32	60,000	10,832.08-	Y			
	612-43240-42610	GAS & OIL	1,853.48	110,000	49,020.64				
	612-43240-42635	DAILY COVER MATERIAL	22,842.00	30,000	7,158.00				
	612-43240-42800	UTILITIES	71.15	13,000	117.16				
	613-45650-42500	REPAIRS & MAINTENANCE	5,488.50	0	74,843.37-	Y			
	613-45650-42600	SUPPLIES & MATERIALS	1,477.65	0	60,337.07-	Y			
	613-45650-42610	COST OF GOODS SOLD	4,791.27	0	183,156.09-	Y			
	613-45650-42615	COGS-ALCOHOL	89.94	0	32,794.58-	Y			
	613-45650-42660	SHIPPING/POSTAGE	485.26	0	2,115.95-	Y			
	613-45650-42700	TRAVEL, CONFERENCES, DUES	107.00	0	2,236.98-	Y			
	613-45650-42800	UTILITIES	7,057.03	0	88,167.29-	Y			
	613-45650-42850	CP PLAZA UTILITIES	90.88	0	1,761.58-	Y			
	613-45650-42905	ENTERTAINMENT	4,000.00	0	309,816.34-	Y			
	614-45250-42300	PUBLISHING	185.00	2,000	175.30-	Y			
	614-45250-42500	REPAIR & MAINTENANCE	3,725.18	12,000	711.28				
	614-45250-42650	UNIFORMS	201.62	500	32.16				
	614-45250-42800	UTILITIES	39.73	20,180	2,272.43-	Y			
	614-45250-42830	UTILITIES-WATER/SEWER	1.74	3,218	839.04				
	614-45250-42920	COMPUTER SOFTWARE	224.00	7,834	809.96				
	619-45220-42500	REPAIR & MAINTENANCE	82.09	8,000	209.06-	Y			
	619-45220-42620	COMPUTER SOFTWARE	71.00	4,144	2,704.49-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	619-45220-42800	UTILITIES	694.61	21,150	3,180.83				
	619-45220-42935	BID TAX	42.00	3,800	780.00-	Y			
	621-44600-42250	CONTRACT-QMC	1,773.77	54,000	6,368.65				
	621-44600-42500	REPAIRS & MAINTENANCE	85.00	1,500	446.71				
	621-44600-42600	SUPPLIES	9,441.93	30,400	1,614.89-	Y			
	621-44600-42800	UTILITIES	102.40	3,200	4.79				
	** 2025-2026 YEAR TOTALS **		1,559,165.32						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	475.00CR
101-1110	CITY COUNCIL	28.53
101-1220	CITY ADMINISTRATOR	230.38
101-1300	ELECTION	30.15
101-1410	ATTORNEY'S OFFICE	2,000.00
101-1420	FINANCE	500.00
101-1440	HUMAN RESOURCES	1,323.40
101-1920	MUNICIPAL BUILDINGS	3,098.89
101-1935	INFORMATION TECHNOLOGY	9,644.24
101-2110	POLICE DEPARTMENT	3,331.63
101-2130	TRAFFIC DEPARTMENT	31,767.68
101-2200	FIRE DEPARTMENT	2,460.54
101-3100	STREET DEPARTMENT	20,085.08
101-3110	PUBLIC WORKS ADMIN	80.02
101-3120	STREET & SIDEWALK CONST	101,290.00
101-3130	SNOW REMOVAL	14,141.10
101-3150	STORM DRAINAGE	2,960.00
101-3700	CEMETERY	21,043.66
101-4120	ANIMAL CONTROL	1,045.36
101-5500	LIBRARY	966.47
101-6500	ECONOMIC DEVELOPMENT	64.83
101 TOTAL	GENERAL	215,616.96

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-5140	RECREATION CENTER	18,747.15
201-5160	SPORTS COMPLEXES	33,969.07
201-5210	PARKS	2,802.80
201-5220	SUPERVISION	39.73
201 TOTAL	PARK FUND	55,558.75
214-3500	E-911	23.66
214 TOTAL	E-911 EMERGENCY	23.66
218-5150	PALACE TRANSIT	622.70
218-5180	JVCC	2,209.91
218 TOTAL	COMMUNITY SERVICES	2,832.61
219-5140	NUTRITION	7,972.86
219 TOTAL	NUTRITION	7,972.86
230-3500	AIRPORT	32,373.61
230 TOTAL	AIRPORT	32,373.61
602-3330	WATER TREATMENT PLANT	69,418.00
602-3340	WATER DISTRIBUTION	184,196.19
602 TOTAL	WATER	253,614.19
604-3200	WASTE WATER TREATMENT	690,233.26
604-3210	WASTE WATER IND PRETREAT	477.88
604-3250	WASTE WATER COLLECTION	228,702.04
604 TOTAL	SEWER	919,413.18

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
612-3220	RECYCLING PROGRAM	604.12
612-3230	WASTE COLLECTION	1,658.41
612-3240	LANDFILL	29,239.37
612 TOTAL	SANITATION	31,501.90
613-5650	CORN PALACE	23,587.53
613 TOTAL	CORN PALACE	23,587.53
614-5250	GOLF COURSE	4,377.27
614 TOTAL	GOLF COURSE	4,377.27
619-5220	CAMPGROUND	889.70
619 TOTAL	CAMPGROUND	889.70
621-4600	EMS	11,403.10
621 TOTAL	EMERGENCY MEDICAL SERVICE	11,403.10
	** TOTAL **	1,559,165.32

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	OFFUT	Office Utilities	85.44
	SHAH	Tablet/Radio Contract	537.26
		** PROJECT E01 TOTAL **	622.70
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	140.39
	42600	SUPPLIES/MAINTENANCE	559.89
	42610	GAS-FUEL	156.00
		** PROJECT H01 TOTAL **	856.28

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H02 CADWELL STADIUM	42800	UTILITIES	618.60
		** PROJECT H02 TOTAL **	618.60
H03 OLD SOCCER FIELDS	42800	UTILITIES	20.57
		** PROJECT H03 TOTAL **	20.57
H04 BASEBALL	42500	REPAIR/MAINTENANCE	2,408.94
	43300	CAPITAL IMPROVEMENTS	27,805.00
		** PROJECT H04 TOTAL **	30,213.94
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	249.81
	42800	UTILITIES	155.57
		** PROJECT H05 TOTAL **	405.38
H07 PEPSI COMPLEX	42500	REPAIR/MAINTENANCE	581.70
	42800	UTILITIES	1,194.16
		** PROJECT H07 TOTAL **	1,775.86
H10 MUNROE PARK	42800	UTILITIES	26.72
		** PROJECT H10 TOTAL **	26.72
H13 ARENA-SOUTH RINK	42600	SUPPLIES-MAINTENANCE	11.99
		** PROJECT H13 TOTAL **	11.99
H50 PARKS EQUIPMENT	42610	GAS/FUEL	1,669.35
		** PROJECT H50 TOTAL **	1,669.35
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	572.40
		** PROJECT H51 TOTAL **	572.40
H55 DRY RUN CREEK PARK	42800	UTILITIES	94.73
		** PROJECT H55 TOTAL **	94.73
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	36.09
		** PROJECT H56 TOTAL **	36.09
H58 JENNEWEIN PARK	42800	UTILITIES	34.44
		** PROJECT H58 TOTAL **	34.44
H60 NORTHRIDGE PARK	42800	UTILITIES	20.30
		** PROJECT H60 TOTAL **	20.30

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H61 PIONEER PARK	42800	UTILITIES	17.96
		** PROJECT H61 TOTAL **	17.96
H62 ROTARY PARK	42800	UTILITIES	15.92
		** PROJECT H62 TOTAL **	15.92
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	85.96
		** PROJECT H63 TOTAL **	85.96
H66 CAMP ARROYA	42800	UTILITIES	60.01
		** PROJECT H66 TOTAL **	60.01
H67 DAY CAMP	42800	UTILITIES	53.25
		** PROJECT H67 TOTAL **	53.25
H74 PUBLIC BEACH	42800	UTILITIES	54.71
		** PROJECT H74 TOTAL **	54.71
H76 SANDY BEACH	42800	UTILITIES	27.65
		** PROJECT H76 TOTAL **	27.65
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	20.30
		** PROJECT H79 TOTAL **	20.30
J02 INDOOR AQUATIC CTR	CHEMICAL	CHEMICALS	229.59
	ELE/GAS	UTILITIES-ELECTRIC/GAS	4,886.56
		** PROJECT J02 TOTAL **	5,116.15
J06 REC CTR-GENERAL BLDG	RM-BLDG	REPAIR/MAINT-BUILDING	756.00
		** PROJECT J06 TOTAL **	756.00
J08 REC CTR PUBLISHING	GENERAL	PUBLISHING-GENERAL	100.00
	ICAN	PUBLISHING-ICAN	750.00
	KMIT	PUBLISHING-KMIT	585.00
	MIDCO	PUBLISHING-MIDCO	2,033.50
		** PROJECT J08 TOTAL **	3,468.50
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	9,406.50
		** PROJECT J09 TOTAL **	9,406.50

NO ERRORS

** END OF REPORT **

PACKET : 07660 07661 07662
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
01-00944	PLANNING & DEVELOPMENT						
		I-12302025	101-41110-42720	DISTRICT III	2026 MEMBERSHIP DUES	210046	14,887.00
01-02615	SD MUNICIPAL LEAGUE						
		I-300000614	101-41110-42710	MUNICIPAL LEA	2026 ANNUAL MEMBERSHIP DUES	210052	10,495.00
01-03498	COLUMN SOFTWARE PBC						
		I-35882B15-0286	101-41110-42300	LEGAL PUBLICA	01.10.2026 MEETING MINUTES	210007	360.88
				DEPARTMENT 1110	CITY COUNCIL	TOTAL:	25,742.88

PACKET : 07660 07661 07662
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
01-06750	MITCHELL TELECOM					
		I-11127819	101-41220-42800	UTILITIES-TEL ACCT #00223662-2	210038	1.37
01-09060	MITCHELL ROTARY CLUB					
		I-2723	101-41220-42700	TRAVEL, CONF, ELLWEIN DUES,MEALS	210037	115.50
				DEPARTMENT 1220 CITY ADMINISTRATOR TOTAL:		116.87

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE						
		I-200003806	101-41410-42700	TRAVEL, CONF	J JOHNSON MEMBERSHIP	210051	50.00
01-06750	MITCHELL TELECOM						
		I-11127819	101-41410-42810	UTILITIES-TEL	ACCT #00223662-2	210038	0.44
				DEPARTMENT 1410	ATTORNEY'S OFFICE TOTAL:		50.44

PACKET : 07660 07661 07662
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
01-06750	MITCHELL TELECOM					
		I-11127819	101-41420-42800	UTILITIES - T ACCT #00223662-2	210038	1.21
01-09703	AMAZON CAPITAL SERVICES					
		I-1KKX-PGFF-6WWW	101-41420-42600	SUPPLIES & MA 12-DIGIT CALCULATOR	000047	109.99
		I-1KKX-PGFF-7XGT	101-41420-42600	SUPPLIES & MA THREE RING BINDERS	000047	88.89
		I-1TCW-4PGR-3NT7	101-41420-42600	SUPPLIES & MA EXPANDING FILES	000047	70.27
				DEPARTMENT 1420 FINANCE TOTAL:		270.36

PACKET : 07660 07661 07662
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
01-06750	MITCHELL TELECOM						
		I-11127819	101-41440-42800	UTILITIES	ACCT #00223662-2	210038	2.25
01-08900	THOMAS L PRICE INC						
		I-01052026	101-41440-42231	EMPLOYEE PHYS	PSYCHOLOGICAL SCREENING	210056	400.00
		I-010526	101-41440-42231	EMPLOYEE PHYS	PSYCHOLOGICAL SCREENING	210056	400.00
		I-01062026	101-41440-42231	EMPLOYEE PHYS	PSYCHOLOGICAL SCREENING	210056	400.00
		I-010626	101-41440-42231	EMPLOYEE PHYS	PSYCHOLOGICAL SCREENING	210056	400.00
01-09650	CONNECTIONS INC EAP						
		I-12292025	101-41440-42230	EMPLOYEE ASSI	2026 1ST QTR PAYMENT	210008	1,957.50
				DEPARTMENT 1440	HUMAN RESOURCES TOTAL:		3,559.75

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1935 INFORMATION TECHNOLOGY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03678	INTERSTATE OFFICE PRODU					
		I-01EI9897	101-41935-42640	COPY MACHINE COPY PAPER	210023	218.10
01-06750	MITCHELL TELECOM					
		I-11127819	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	210038	2,498.09
		I-11127819	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	210038	0.03
01-08881	CLOUDCOVER USA					
		I-3446	101-41935-42920	COMPUTER SOFT 2026 FIREWALL RENEWAL	210006	6,100.00
01-09119	CIVICPLUS LLC					
		I-359472	101-41935-43511	COMPUTER SOFT SEE CLICK FIX SOFTWARE AUDIOEY	210005	24,964.68
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		33,780.90

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01031	INTOXIMETERS INC						
		I-804922	101-42110-42902	ALCOHOL TASK	ALCO SENSOR	210024	449.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815068606	101-42110-42500	REPAIR & MAIN	OIL FILTER	210054	7.93
01-01332	MID-STATES ORGANIZED CR						
		I-2600165-IN	101-42110-42700	TRAVEL, CONF	2026 MOCIC MEMBERSHIP	210032	200.00
01-06750	MITCHELL TELECOM						
		I-11127819	101-42110-42800	TELEPHONE	ACCT #00223662-2	210038	16.41
		I-11129523	101-42110-42810	UTILITIES	ACCT #00241863-3	210038	61.42
01-09781	CELLEBRITE INC						
		I-Q-481009-1	101-42110-42693	COMPUTER SOFT	2026 INVESTIGATION SOFTWARE FE	210002	10,740.00
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:		11,474.76

PACKET : 07660 07661 07662
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
01-00424	RUNNINGS SUPPLY INC						
		I-2203383	101-42130-42540	SIGNS	HEAT GUN,BATTERY	210049	168.00
01-01450	MUTH ELECTRIC INC						
		I-807394	101-42130-42535	LIGHT MAINTEN	EXIT 330 TOWER LIGHTS REPAIRED	210040	2,428.56
01-01830	NORTHWESTERN ENERGY						
		I-2573393-2.01.26	101-42130-42810	UTILITIES-TRA	E 1ST AND GAMBLE ST	210043	23.37
		I-2573626-5.01.26	101-42130-42810	UTILITIES-TRA	1030 E 1ST AVE	210043	14.05
		I-2778164-0.01.26	101-42130-42810	UTILITIES-TRA	1ST AND SANBORN ST	210043	163.41
		I-2781011-8.01.26	101-42130-42520	EMERGENCY SIR	1001 E BIRCH AVE PWSP SIREN	210043	31.56
		I-2793476-9.01.26	101-42130-42810	UTILITIES-TRA	1ST AND BURR ST SIGNAL LIGHTS	210043	91.57
		I-2942176-5.01.26	101-42130-42810	UTILITIES-TRA	809 E 1ST AVE	210043	13.87
01-03686	NEWMAN SIGNS INC						
		I-TRFINV065113	101-42130-42540	SIGNS	PRISMATIC WHITE,YELLOW,ORANGE	210042	2,089.50
01-06045	TRAFFIC CONTROL CORPORA						
		I-162706	101-42130-42530	TRAFFIC LIGHT	APS BUTTON NEW STYLE	210059	530.00
				DEPARTMENT 2130	TRAFFIC DEPARTMENT TOTAL:		5,553.89

PACKET : 07660 07661 07662
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
01-02679	MENARD'S INC						
		I-98614	101-42200-42600	SUPPLIES	MOP HANDLE	210031	10.97
01-06750	MITCHELL TELECOM						
		I-11127819	101-42200-42800	TELEPHONE	ACCT #00223662-2	210038	2.11
		I-11129523	101-42200-42810	UTILITIES	ACCT #00241863-3	210038	61.43
					DEPARTMENT 2200 FIRE DEPARTMENT TOTAL:		74.51

PACKET : 07660 07661 07662
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
01-03099	LAWSON PRODUCTS INC						
		I-9313103337	101-43100-42600	SUPPLIES	FLAPWHEEL GRIT STEM	210028	301.08
01-06750	MITCHELL TELECOM						
		I-11127819	101-43100-42800	UTILITIES	ACCT #00223662-2	210038	0.94
					DEPARTMENT 3100 STREET DEPARTMENT TOTAL:		302.02

PACKET : 07660 07661 07662
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
01-00436	CHS INC						
		I-IA5323	101-43110-42500	REPAIRS	TIRE REPAIR	210004	18.83
01-03114	SUBWAY						
		I-2/A-704739	101-43110-42750	PLANNING COMM	01.12.26 PLANNING COMM MEALS	210055	62.93
01-06750	MITCHELL TELECOM						
		I-11127819	101-43110-42800	UTILITIES	ACCT #00223662-2	210038	5.23
		I-11129834	101-43110-42916	NUISANCE ABAT	ACCT #00019259-0	210038	5.31
01-08856	MARCO TECHNOLOGIES LLC						
		I-INV14738426	101-43110-42600	SUPPLIES	CANON BLACK INK TANK	210030	373.00
01-09703	AMAZON CAPITAL SERVICES						
		I-1CD9-XNPY-VH7P	101-43110-42600	SUPPLIES	DESK PAD,PENS	000047	13.47
					DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL:		478.77

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00850	GRAHAM TIRE CO					
		I-404196204	101-43700-42500	REPAIR & MAIN CARLISLE TUBE,MOUNT & BALANCE	210018	51.97
01-01199	STURDEVANTS AUTO VALUE					
		I-815068754	101-43700-42600	SUPPLIES & MA BATTERY	210054	126.67
01-08281	VESTIS					
		I-6380341059	101-43700-42500	REPAIR & MAIN MAT CLEANING	210061	33.26
				DEPARTMENT 3700 CEMETERY TOTAL:		211.90

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4110 HEALTH & WELFARE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00523	DAKOTA COUNSELING INST/					
		I-01062026	101-44110-42940	DAKOTA COUNSE 2026 1ST QTR ALLOCATION	210011	3,250.00
				DEPARTMENT 4110 HEALTH & WELFARE TOTAL:		3,250.00

PACKET : 07660 07661 07662
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
01-09865	MITCHELL ANIMAL RESCUE					
		I-01012026	101-44120-42900	IMPOUNDING DO JAN 2026 MANAGEMENT FEE	210033	350.00
				DEPARTMENT 4120 ANIMAL CONTROL TOTAL:		350.00

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5000 CULTURE & RECREATION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03493	HORSEMEN'S SPORT INC					
		I-01032026	101-45000-42930	HORSEMEN'S SP 2026 1ST QTR ALLOCATION	210021	9,194.50
				DEPARTMENT 5000 CULTURE & RECREATION TOTAL:		9,194.50

PACKET : 07660 07661 07662
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
01-01450	MUTH ELECTRIC INC						
		I-807391	101-45500-42500	REPAIR & MAIN	LIBRARY PARKING LOT POLE REPAI	210040	99.90
01-02314	FIRE PROTECTION SOLUTIO						
		I-1624	101-45500-42600	SUPPLIES & MA	ANNUAL FIRE EXTINGUISHER FEE	210015	40.00
01-02679	MENARD'S INC						
		I-98837	101-45500-42600	SUPPLIES & MA	NITRILE GLOVES,LYSOL DISINFECT	210031	39.92
01-05088	BLACKSTONE PUBLISHING						
		I-2222296	101-45500-43421	AUDIO-VISUAL	AUDIOBOOK	209996	27.99
01-06750	MITCHELL TELECOM						
		I-11127819	101-45500-42800	UTILITIES	ACCT #00223662-2	210038	0.54
		I-11128021	101-45500-42800	UTILITIES	ACCT #00217267-0	210038	77.95
01-08223	OVERDRIVE INC						
		I-H-0120218	101-45500-42693	E-BOOKS/AUDIO	2026 ANNUAL FEE	210044	3,000.00
01-08281	VESTIS						
		I-6380341070	101-45500-42600	SUPPLIES & MA	MAT CLEANING	210061	63.95
				DEPARTMENT 5500	LIBRARY TOTAL:		3,350.25

PACKET : 07660 07661 07662
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
01-01400	MITCHELL AREA DEVELOPME					
		I-01012026	101-46500-42900	MITCHELL AREA 2026 1ST QTR ALLOCATION	210034	45,500.00
01-02386	MITCHELL MAIN STREET AN					
		I-01012026	101-46500-42918	MITCHELL MAIN 2026 1ST QTR ALLOCATION	210036	12,250.00
01-07652	DAKOTA HEARTLAND DEVELO					
		I-01012026	101-46500-42911	REGIONAL ECON 2026 1ST QTR ALLOCATION	210012	6,250.00
				DEPARTMENT 6500 ECONOMIC DEVELOPMENT TOTAL:		64,000.00
				FUND 101 GENERAL TOTAL:		161,761.80

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-11127819	201-45110-42800 UTILITIES	ACCT #00223662-2	210038	0.70
01-09119	CIVICPLUS LLC					
		I-357266	201-45110-42693	COMPUTER SOFT 2026 CIVICPLUS WEBSITE HOST FE	210005	3,700.00
	PROJ: J57-COMP SFT	P&A SOFTWARE	CIVIC REC			
		I-357266	201-45110-42695	COMP SOFTWARE 2026 CIVICPLUS REC MANAGEMENT	210005	3,700.00
	PROJ: J56-COMP SFT	OUTDOOR AQUATIC SOFTWARE	CIVIC REC			
				DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:		7,400.70

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09119	CIVICPLUS LLC					
		I-357266	201-45140-42920	SOFTWARE	2026 CIVICPLUS REC MANAGEMENT	210005	4,086.54
	PROJ: J11-COMP SFT	REC CTR SOFTWARE	CIVIC REC			
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	4,086.54

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES 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-67533	201-45160-42600	SUPPLIES & MA MISC FASTENERS	210014	6.30
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-67603	201-45160-42600	SUPPLIES & MA WASH BRUSH,MICROFIBER	210014	24.98
	PROJ: H13-42600	ARENA-SOUTH RINK		SUPPLIES-MAINTENANCE		
		I-67728	201-45160-42600	SUPPLIES & MA STRAP	210014	8.34
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-350163	201-45160-42600	SUPPLIES & MA OIL FILTER	210000	7.99
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-00436	CHS INC					
		I-IG6288	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	210004	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00712	NAPA CENTRAL					
		I-823800	201-45160-42600	SUPPLIES & MA GOLD OIL FILTERS,BRAKE CLEANER	210041	147.73
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815068831	201-45160-42600	SUPPLIES & MA MOTOR OIL	210054	23.98
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-815068868	201-45160-42600	SUPPLIES & MA OIL FILTERS	210054	14.22
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-09849	DOG WASTE DEPOT					
		I-797292	201-45160-42600	SUPPLIES & MA HEADER BAGS,EZ TIE BAGS,LINERS	210013	977.88
	PROJ: H12-42600	DOG PARK		SUPPLIES/MATERIALS		

DEPARTMENT 5160 SPORTS COMPLEXES TOTAL: 1,289.42

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02250	RON'S SAW SHOP					
		I-233665	201-45210-42600	SUPPLIES & MA WRAP AROUND CHAPS,HELMET	210047	349.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-98582	201-45210-42600	SUPPLIES & MA URINAL PARTS,TOILET VALVE REPA	210031	104.95
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
				DEPARTMENT 5210 PARKS TOTAL:		454.92

PACKET : 07660 07661 07662
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
01-06750	MITCHELL TELECOM						
		I-11127819	201-45220-42800	UTILITIES	ACCT #00223662-2	210038	0.15
				DEPARTMENT 5220	SUPERVISION TOTAL:		0.15
				FUND 201	PARK FUND TOTAL:		13,231.73

PACKET : 07660 07661 07662
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
01-01396	MITCHELL CONVENTION & V					
		I-01012026	211-46311-42960	CONV VISITORS JAN 2026 ENTERTAINMENT TAX DIS	210035	21,875.00
				DEPARTMENT 6311 ENTERTAINMENT TAX TOTAL:		21,875.00
				FUND 211 ENTERTAINMENT TAX TOTAL:		21,875.00

PACKET : 07660 07661 07662
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
01-04308	SANTEL COMMUNICATIONS C					
		I-11157812	214-43500-42800	UTILITIES - T ACCT #00212623-2	210050	30.00
01-06750	MITCHELL TELECOM					
		I-11127819	214-43500-42800	UTILITIES - T ACCT #00223662-2	210038	9.67
		I-11131591	214-43500-42800	UTILITIES - T ACCT #00024899-5	210038	82.93
				DEPARTMENT 3500 E-911 TOTAL:		122.60
				FUND 214 E-911 EMERGENCY TOTAL:		122.60

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815068309	218-45150-42500	REPAIR AND MA PREMIUM AUTOMOTIVE,WATER PUMPS	210054	234.97
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815068605	218-45150-42500	REPAIR AND MA A/C BEARING,BELT DRIVE,AIR FLT	210054	294.96
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01322	LARRY'S I-90 SERVICE IN					
		I-110064	218-45150-42610	GAS OIL TIRES TIRE REPAIR	210027	31.05
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-02679	MENARD'S INC					
		I-98736	218-45150-42500	REPAIR AND MA LIFT DOOR HANDLE REPAIRS	210031	26.98
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-02811	JONES SUPPLIES					
		I-155452	218-45150-42600	SUPPLIES & MA BATH TISSUE,TOWELS,LINERS	210026	30.37
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-06708	CDW GOVERNMENT INC					
		I-AH5AT8J	218-45150-42600	SUPPLIES & MA APPLE A16 IPADS	210001	7,256.55
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
01-06750	MITCHELL TELECOM					
		I-11127819	218-45150-42800	UTILITIES ACCT #00223662-2	210038	4.53
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-08789	MIKE CARPENTIER					
		I-800	218-45150-42231	DRUG TESTING/ COLE CDL TESTING	209999	150.00
	PROJ: E01-CDLDUE	5311-FY18/19		CDL/Dues		
01-09703	AMAZON CAPITAL SERVICES					
		I-19RV-719T-CTQ6	218-45150-42600	SUPPLIES & MA LYSOL DISINFECT FOR BUSES	000047	100.00
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
		I-1JYH-XFM4-XMNX	218-45150-42600	SUPPLIES & MA PAPER TOWELS,BATH TISSUE	000047	98.45
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-09875	MODEL 1 COMMERCIAL VEHI					
		I-01122026	218-45150-43410	PASSENGER BUS NEW BUS-VIN A20370	210039	24,430.35
	PROJ: E01-BUS	5311-FY18/19		Bus		
01-10261	JEFFERSON LINES					
		I-01062026	218-45150-42900	REIMBURSEMENT CASH TICKET CAMERON PARKER	210025	80.65
	PROJ: E01-REIMB	5311-FY18/19		Rev-Reimbursements		
				DEPARTMENT 5150 PALACE TRANSIT TOTAL:		32,738.86

PACKET : 07660 07661 07662
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
01-02811	JONES SUPPLIES					
		I-155452	218-45180-42600	SUPPLIES & MA BATH TISSUE,TOWELS,LINERS	210026	212.56
01-02880	THUNE TRUE VALUE & APPL					
		I-B312805	218-45180-42500	REPAIR & MAIN COUPLING	210057	12.99
01-09251	WATERTOWN WHOLESALE					
		I-55953	218-45180-42900	FUNDRAISING BINGO PAPER,DOI ASST	210062	510.30
				DEPARTMENT 5180 JVCC TOTAL:		735.85
				FUND 218 COMMUNITY SERVICES TOTAL:		33,474.71

PACKET : 07660 07661 07662
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
01-01199	STURDEVANTS AUTO VALUE					
		I-815068605	219-45140-42500	REPAIR & MAIN A/C BEARING,BELT DRIVE,AIR FLT	210054	23.75
01-02811	JONES SUPPLIES					
		I-155558	219-45140-42605	MEAL SUPPLIES FOAM HINGED CONTAINERS	210026	107.07
01-06750	MITCHELL TELECOM					
		I-11127819	219-45140-42800	UTILITIES ACCT #00223662-2	210038	0.05
01-09069	BIG DADDY D'S INC					
		I-1033	219-45140-42911	CONTRACT SERV SR MEALS 01.05-09.2026	209995	1,755.00
				DEPARTMENT 5140 NUTRITION TOTAL:		1,885.87
				FUND 219 NUTRITION TOTAL:		1,885.87

PACKET : 07660 07661 07662
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
01-02527	TRANSOURCE						
		I-011723-VCE	230-43500-43410	LOADER	2025 VOLVO GPE WHEEL LOADER	210060	248,245.00
01-06750	MITCHELL TELECOM						
		I-11131890	230-43500-42800	UTILITIES	ACCT #00248999-0	210038	77.95
01-09703	AMAZON CAPITAL SERVICES						
		I-1CD9-XNPY-VH7P	230-43500-42600	SUPPLIES & MA	DESK PAD,PENS	000047	11.24
				DEPARTMENT 3500	AIRPORT	TOTAL:	248,334.19
				FUND 230	AIRPORT	TOTAL:	248,334.19

PACKET : 07660 07661 07662
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-2202261	602-43330-42600	SUPPLIES & MA HEAVY DUTY GREASE	210049	43.95
				DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:		43.95

PACKET : 07660 07661 07662
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
01-00424	RUNNINGS SUPPLY INC						
		I-2200259	602-43340-42600	SUPPLIES & MA	WIRE HOOKS	210049	4.99
		I-2203144	602-43340-42650	UNIFORMS	SIBSON LOGOD SHIRTS,HOODIE	210049	124.96
		I-2203392	602-43340-42650	UNIFORMS	SCHUMAN LOGOD SWEATSHIRT	210049	79.99
01-01198	SIGN PRO						
		I-76204	602-43340-42650	UNIFORMS	SIBSON EMBROIDERY FEE	210053	16.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815068604	602-43340-42600	SUPPLIES & MA	REMAN ALTERNATOR	210054	203.69
01-01313	FRONTIER PRECISION INC						
		I-INV341176	602-43340-43440	TRIMBLE SURVE	TRIMBLE R980,BASE,ROVER,CHARGE	210017	30,241.50
				DEPARTMENT 3340	WATER DISTRIBUTION TOTAL:		30,671.13
				FUND 602	WATER TOTAL:		30,715.08

PACKET : 07660 07661 07662
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
01-00424	RUNNINGS SUPPLY INC						
		I-2200267	604-43200-42650	UNIFORMS	BERG PANT,JEAN,LOGO HOODIE	210049	214.96
		I-2201640	604-43200-42650	UNIFORMS	DAUGHTERS PANT	210049	99.98
		I-2202469	604-43200-42650	UNIFORMS	KING LOGOD HOODIE	210049	69.99
		I-2202950	604-43200-42600	SUPPLIES	BROOM.,BATTERY	210049	43.98
					DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:		428.91

PACKET : 07660 07661 07662
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
01-02495	TITAN MACHINERY-MITCHEL						
		I-ES0075273	604-43250-43418	SKID LOADER	NEW HOLLAND SKIDSTEER-TRACK	210058	65,000.00
				DEPARTMENT 3250	WASTE WATER COLLECTION TOTAL:		65,000.00
				FUND 604	SEWER TOTAL:		65,428.91

PACKET : 07660 07661 07662
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
01-01117	FLEETPRIDE						
		I-131276891	612-43220-42500	REPAIR & MAIN	REAR AIR FAN CLUTCH	210016	478.45
01-01199	STURDEVANTS AUTO VALUE						
		I-815068607	612-43220-42600	SUPPLIES	WIPER BLADES	210054	55.99
				DEPARTMENT 3220	RECYCLING PROGRAM TOTAL:		534.44

PACKET : 07660 07661 07662
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
01-04046	CAROLINA SOFTWARE, INC.					
		I-96856	612-43240-42540	REPAIRS/MAINT 2026 1ST QTR WASTEWORK SOFTWAR	209998	500.00
				DEPARTMENT 3240 LANDFILL TOTAL:		500.00
				FUND 612 SANITATION TOTAL:		1,034.44

PACKET : 07660 07661 07662
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
01-00277	BMI					
		I-1297145.2026	613-45650-42200	PROFESSIONAL 2026 ANNUAL LICENSE	209997	459.00
01-02560	PEPSI COLA COMPANY					
		I-97833685	613-45650-42610	COST OF GOODS POP,BUBBLRS	210045	683.61
01-02679	MENARD'S INC					
		I-98585	613-45650-42600	SUPPLIES & MA SLEEK DOCUMENT	210031	10.98
		I-98730A	613-45650-42600	SUPPLIES & MA WALL ANCHORS,PUTTY KNIFE	210031	39.93
		I-98838	613-45650-42600	SUPPLIES & MA PROJECT TOP	210031	284.99
		I-98873	613-45650-42600	SUPPLIES & MA S-TRAP,SS FCT	210031	22.75
01-02811	JONES SUPPLIES					
		I-155439	613-45650-42600	SUPPLIES & MA T-TISSUE,TOWELS,LINERS,CLEANER	210026	243.16
		I-155440	613-45650-42600	SUPPLIES & MA NAPKINS	210026	59.97
		I-155505	613-45650-42600	SUPPLIES & MA CLEANING PAD	210026	39.82
01-03279	INTERSTATE GLASS & DOOR					
		I-66102	613-45650-42600	SUPPLIES & MA NEW CLOSER,ADJUST WEATHER STRI	210022	63.72
01-03700	CORE-MARK US LLC					
		I-2499629	613-45650-42610	COST OF GOODS GUM,CORNNUTS,SEEDS,BURGERS	210009	3,959.56
		I-2504067	613-45650-42610	COST OF GOODS PRETZELS,CANDY,LIDS,PET CUPS	210009	3,734.44
01-06750	MITCHELL TELECOM					
		I-11127819	613-45650-42800	UTILITIES ACCT #00223662-2	210038	0.22
		I-11128066	613-45650-42600	SUPPLIES & MA ACCT #00239559-9	210038	94.95
01-07344	CHESTERMAN COMPANY					
		I-11942006	613-45650-42610	COST OF GOODS MONSTERS,POWERADES,POP	210003	1,667.20
01-09703	AMAZON CAPITAL SERVICES					
		I-1CLY-KJ7K-HRT6	613-45650-42610	COST OF GOODS PAPER TWIST TIES	000047	13.81
		I-1LYW-P66D-CKND	613-45650-42610	COST OF GOODS PLASTIC BAGS	000047	15.99
01-10254	LEIGHTON FAMILY FARMS					
		I-2795	613-45650-42610	COST OF GOODS POPCORN	210029	720.00
				DEPARTMENT 5650 CORN PALACE TOTAL:		12,114.10
				FUND 613 CORN PALACE TOTAL:		12,114.10

PACKET : 07660 07661 07662
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
01-00712	NAPA CENTRAL					
		I-823856	614-45250-42600	SUPPLIES & MA GOLD OIL FILTER	210041	15.54
		I-823975	614-45250-42600	SUPPLIES & MA PREMIUM PERFORMANCE MOTOR	210041	34.68
				DEPARTMENT 5250 GOLF COURSE TOTAL:		50.22
				FUND 614 GOLF COURSE TOTAL:		50.22

PACKET : 07660 07661 07662
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
01-06750	MITCHELL TELECOM					
		I-11131422	619-45220-42800	UTILITIES ACCT #00028238-4	210038	77.95
				DEPARTMENT 5220 CAMPGROUND TOTAL:		77.95
				FUND 619 CAMPGROUND TOTAL:		77.95

PACKET : 07660 07661 07662
VENDOR SET: Mult
FUND : 700 AGENCY FUNDS
DEPARTMENT: 5300 AGENCY FUNDS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00680	RUNGE ENTERPRISES INC					
		I-01052026	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	210048	2,000.00
01-04015	CORN PALACE					
		I-01022026	700-45300-42904	CORN PALACE G DOC VOLLEYBALL 20215	210010	1,150.00
		I-01032026	700-45300-42904	CORN PALACE G DANCE EXPRESSIONS DEC 2025	210010	377.05
		I-01042026	700-45300-42904	CORN PALACE G HOOP CITY CLASSIC 2025	210010	7,120.40
01-08574	GUARDRAIL ENTERPRISES I					
		I-01132026	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	210019	2,000.00
01-09595	HOOP CITY BASKETBALL CL					
		I-01022026	700-45300-42904	CORN PALACE G HOOP CITY CLASSIC 2025	210020	28,710.33
01-09912	BADGER DAYLIGHTING					
		I-01072026	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	209994	2,000.00
				DEPARTMENT 5300 AGENCY FUNDS TOTAL:		43,357.78
				FUND 700 AGENCY FUNDS TOTAL:		43,357.78
				REPORT GRAND TOTAL:		633,464.38

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	OVER BUDG
2026-2027	101-41110-42300	LEGAL PUBLICATIONS	360.88	13,000	12,639.12				
	101-41110-42710	MUNICIPAL LEAGUE DUES	10,495.00	10,415	80.00-	Y			
	101-41110-42720	DISTRICT III DUES	14,887.00	14,887	0.00				
	101-41220-42700	TRAVEL, CONF, DUES	115.50	6,500	6,384.50				
	101-41220-42800	UTILITIES-TELEPHONE	1.37	200	198.63				
	101-41410-42700	TRAVEL, CONF & DUES	50.00	6,259	6,209.00				
	101-41410-42810	UTILITIES-TELEPHONE	0.44	100	99.56				
	101-41420-42600	SUPPLIES & MATERIALS	269.15	5,560	5,290.85				
	101-41420-42800	UTILITIES - TELEPHONE	1.21	250	248.79				
	101-41440-42230	EMPLOYEE ASSISTANCE & TRAI	1,957.50	12,700	10,742.50				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	1,600.00	54,506	52,906.00				
	101-41440-42800	UTILITIES	2.25	228	225.75				
	101-41935-42640	COPY MACHINE SUPPLIES	218.10	3,000	2,781.90				
	101-41935-42850	UTILITIES/TELEPHONE	2,498.12	30,180	27,681.88				
	101-41935-42920	COMPUTER SOFTWARE	6,100.00	158,512	79,399.65				
	101-41935-43511	COMPUTER SOFTWARE	24,964.68	30,000	5,035.32				
	101-42110-42500	REPAIR & MAINTENANCE	7.93	12,550	12,542.07				
	101-42110-42693	COMPUTER SOFTWARE	10,740.00	123,465	93,629.09				
	101-42110-42700	TRAVEL, CONF & DUES	200.00	12,500	12,300.00				
	101-42110-42800	TELEPHONE	16.41	14,200	14,183.59				
	101-42110-42810	UTILITIES	61.42	8,200	8,138.58				
	101-42110-42902	ALCOHOL TASK FORCE	449.00	2,000	1,551.00				
	101-42130-42520	EMERGENCY SIREN UTILITIES	31.56	3,000	2,968.44				
	101-42130-42530	TRAFFIC LIGHTS MAINT	530.00	17,000	16,470.00				
	101-42130-42535	LIGHT MAINTENANCE	2,428.56	26,000	23,571.44				
	101-42130-42540	SIGNS	2,257.50	12,000	9,742.50				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	306.27	39,000	38,693.73				
	101-42200-42600	SUPPLIES	10.97	31,500	31,489.03				
	101-42200-42800	TELEPHONE	2.11	2,000	1,997.89				
	101-42200-42810	UTILITIES	61.43	44,000	43,938.57				
	101-43100-42600	SUPPLIES	301.08	161,250	160,948.92				
	101-43100-42800	UTILITIES	0.94	15,000	14,924.06				
	101-43110-42500	REPAIRS	18.83	1,000	981.17				
	101-43110-42600	SUPPLIES	386.47	4,200	3,813.53				
	101-43110-42750	PLANNING COMMISSION EXPENS	62.93	1,200	1,137.07				
	101-43110-42800	UTILITIES	5.23	2,200	2,194.77				
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	14,994.69				
	101-43700-42500	REPAIR & MAINTENANCE	85.23	3,910	3,824.77				
	101-43700-42600	SUPPLIES & MATERIALS	126.67	17,000	16,873.33				
	101-44110-42940	DAKOTA COUNSELING	3,250.00	9,100	5,850.00				
	101-44120-42900	IMPOUNDING DOGS	350.00	15,300	14,950.00				
	101-45000-42930	HORSEMEN'S SPORTS INC	9,194.50	0	9,194.50-	Y			
	101-45500-42500	REPAIR & MAINTENANCE	99.90	4,500	4,400.10				
	101-45500-42600	SUPPLIES & MATERIALS	143.87	11,500	11,356.13				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	3,000.00	20,350	17,350.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	OVER BUDG
	101-45500-42800	UTILITIES	78.49	47,460	47,381.51				
	101-45500-43421	AUDIO-VISUAL	27.99	3,000	2,972.01				
	101-46500-42900	MITCHELL AREA DEVELOPMENT	45,500.00	127,400	81,900.00				
	101-46500-42911	REGIONAL ECON DEVELOPMENT	6,250.00	17,500	11,250.00				
	101-46500-42918	MITCHELL MAIN ST & BEYOND	12,250.00	31,500	19,250.00				
	201-45110-42693	COMPUTER SOFTWARE	3,700.00	3,700	0.00				
	201-45110-42695	COMP SOFTWARE-AQUATICS	3,700.00	3,700	0.00				
	201-45110-42800	UTILITIES	0.70	600	599.30				
	201-45140-42920	SOFTWARE	4,086.54	5,000	913.46				
	201-45160-42600	SUPPLIES & MATERIALS	1,211.42	49,400	48,188.58				
	201-45160-42610	GAS & FUEL	78.00	15,000	14,922.00				
	201-45210-42600	SUPPLIES & MATERIALS	454.92	72,100	71,645.08				
	201-45220-42800	UTILITIES	0.15	640	639.85				
	211-46311-42960	CONV VISITORS BUR	21,875.00	183,750	161,875.00				
	214-43500-42800	UTILITIES - TELEPHONE	122.60	2,102	1,979.40				
	218-45150-42231	DRUG TESTING/PHYSICALS	150.00	600	450.00				
	218-45150-42500	REPAIR AND MAINTENANCE	556.91	9,500	8,943.09				
	218-45150-42600	SUPPLIES & MATERIALS	7,485.37	12,063	4,577.63				
	218-45150-42610	GAS OIL TIRES	31.05	111,000	110,968.95				
	218-45150-42800	UTILITIES	4.53	1,565	1,560.47				
	218-45150-42900	REIMBURSEMENTS	80.65	1,565	1,484.35				
	218-45150-43410	PASSENGER BUS	24,430.35	65,385	16,524.30				
	218-45180-42500	REPAIR & MAINTENANCE	12.99	5,000	4,987.01				
	218-45180-42600	SUPPLIES & MATERIALS	212.56	4,000	3,787.44				
	218-45180-42900	FUNDRAISING	510.30	4,900	4,389.70				
	219-45140-42500	REPAIR & MAINTENANCE	23.75	150	126.25				
	219-45140-42605	MEAL SUPPLIES	107.07	4,000	3,892.93				
	219-45140-42800	UTILITIES	0.05	450	449.95				
	219-45140-42911	CONTRACT SERVICES-MEALS	1,755.00	216,874	215,119.00				
	230-43500-42600	SUPPLIES & MATERIALS	11.24	8,500	8,488.76				
	230-43500-42800	UTILITIES	77.95	20,000	19,922.05				
	230-43500-43410	LOADER	248,245.00	300,000	51,755.00				
	602-43330-42600	SUPPLIES & MATERIALS	43.95	18,000	17,956.05				
	602-43340-42600	SUPPLIES & MATERIALS	208.68	140,000	139,791.32				
	602-43340-42650	UNIFORMS	220.95	1,250	1,029.05				
	602-43340-43440	TRIMBLE SURVEY EQUIP	30,241.50	32,500	2,258.50				
	604-43200-42600	SUPPLIES	43.98	25,000	24,956.02				
	604-43200-42650	UNIFORMS	384.93	1,900	1,515.07				
	604-43250-43418	SKID LOADER	65,000.00	65,000	0.00				
	612-43220-42500	REPAIR & MAINTENANCE	478.45	10,000	9,521.55				
	612-43220-42600	SUPPLIES	55.99	0	55.99-	Y			
	612-43240-42540	REPAIRS/MAINTENANCE COMPUT	500.00	1,000	500.00				
	613-45650-42200	PROFESSIONAL SERVICES	459.00	0	459.00-	Y			
	613-45650-42600	SUPPLIES & MATERIALS	860.27	53,500	52,639.73				
	613-45650-42610	COST OF GOODS SOLD	10,794.61	200,000	189,205.39				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	613-45650-42800	UTILITIES	0.22	98,000	97,999.78				
	614-45250-42600	SUPPLIES & MATERIALS	50.22	41,079	41,028.78				
	619-45220-42800	UTILITIES	77.95	23,000	22,922.05				
	700-45300-42900	BID DEPOSITS	6,000.00	23,000	17,000.00				
	700-45300-42904	CORN PALACE GAMES	37,357.78	23,000	14,357.78-	Y			
	** 2026-2027 YEAR TOTALS **		633,464.38						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	25,742.88
101-1220	CITY ADMINISTRATOR	116.87
101-1410	ATTORNEY'S OFFICE	50.44
101-1420	FINANCE	270.36
101-1440	HUMAN RESOURCES	3,559.75
101-1935	INFORMATION TECHNOLOGY	33,780.90
101-2110	POLICE DEPARTMENT	11,474.76
101-2130	TRAFFIC DEPARTMENT	5,553.89
101-2200	FIRE DEPARTMENT	74.51
101-3100	STREET DEPARTMENT	302.02
101-3110	PUBLIC WORKS ADMIN	478.77
101-3700	CEMETERY	211.90
101-4110	HEALTH & WELFARE	3,250.00
101-4120	ANIMAL CONTROL	350.00
101-5000	CULTURE & RECREATION	9,194.50
101-5500	LIBRARY	3,350.25
101-6500	ECONOMIC DEVELOPMENT	64,000.00
101 TOTAL	GENERAL	161,761.80
201-5110	RECREATION & AQUATICS	7,400.70
201-5140	RECREATION CENTER	4,086.54
201-5160	SPORTS COMPLEXES	1,289.42
201-5210	PARKS	454.92
201-5220	SUPERVISION	0.15
201 TOTAL	PARK FUND	13,231.73

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-6311	ENTERTAINMENT TAX	21,875.00
211 TOTAL	ENTERTAINMENT TAX	21,875.00
214-3500	E-911	122.60
214 TOTAL	E-911 EMERGENCY	122.60
218-5150	PALACE TRANSIT	32,738.86
218-5180	JVCC	735.85
218 TOTAL	COMMUNITY SERVICES	33,474.71
219-5140	NUTRITION	1,885.87
219 TOTAL	NUTRITION	1,885.87
230-3500	AIRPORT	248,334.19
230 TOTAL	AIRPORT	248,334.19
602-3330	WATER TREATMENT PLANT	43.95
602-3340	WATER DISTRIBUTION	30,671.13
602 TOTAL	WATER	30,715.08
604-3200	WASTE WATER TREATMENT	428.91
604-3250	WASTE WATER COLLECTION	65,000.00
604 TOTAL	SEWER	65,428.91
612-3220	RECYCLING PROGRAM	534.44
612-3240	LANDFILL	500.00
612 TOTAL	SANITATION	1,034.44

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
613-5650	CORN PALACE	12,114.10
613 TOTAL	CORN PALACE	12,114.10
614-5250	GOLF COURSE	50.22
614 TOTAL	GOLF COURSE	50.22
619-5220	CAMPGROUND	77.95
619 TOTAL	CAMPGROUND	77.95
700-5300	AGENCY FUNDS	43,357.78
700 TOTAL	AGENCY FUNDS	43,357.78
	** TOTAL **	633,464.38

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	BUS	Bus	24,430.35
	CDLDUE	CDL/Dues	150.00
	GASUP	Garage Supplies	228.82
	MAINT	Maintenance/Repairs	556.91
	OFFSUP	Office Supplies	7,256.55
	OFFUT	Office Utilities	4.53
	REIMB	Rev-Reimbursements	80.65
	TIR	Tires	31.05
		** PROJECT E01 TOTAL **	32,738.86
H01 SPORTS COMPLEX EQUIPMENT	42600	SUPPLIES/MAINTENANCE	208.56
	42610	GAS-FUEL	78.00
		** PROJECT H01 TOTAL **	286.56
H12 DOG PARK	42600	SUPPLIES/MATERIALS	977.88
		** PROJECT H12 TOTAL **	977.88

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H13 ARENA-SOUTH RINK	42600	SUPPLIES-MAINTENANCE	24.98
		** PROJECT H13 TOTAL **	24.98
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	349.97
		** PROJECT H51 TOTAL **	349.97
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	104.95
		** PROJECT H87 TOTAL **	104.95
J11 REC CTR SOFTWARE	COMP SFT CIVIC REC		4,086.54
		** PROJECT J11 TOTAL **	4,086.54
J56 OUTDOOR AQUATIC SOFTWARE	COMP SFT CIVIC REC		3,700.00
		** PROJECT J56 TOTAL **	3,700.00
J57 P&A SOFTWARE	COMP SFT CIVIC REC		3,700.00
		** PROJECT J57 TOTAL **	3,700.00

NO ERRORS

** 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:	January 20, 2026	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Bart & Nikki Fredericksen		
Explanation/Background of Agenda Item Requested:	Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District. Planning Commission motioned to recommended approval. All present voting aye, 1 abstain; motion carried. See Planning Commission Unsigned Minutes from 01-12-2026.		

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.

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.

☐ **Rezoning** *$250 application due with the application.*

- Applicant is request to rezone property from Click or tap here to enter text. District to Click or tap here to enter text. District.

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

- Description of Variance: Front yard setback of 8' vs 35' for existing addition in 2019 and new addition of 20'-8" vs 35'.
- Description of Hardship: Building permit was issued in 2019 stating setback was met on the building permit however one should have been required. Applicant would like to build a new addition further setback than the 2019 addition.

☐ **Conditional Use Permit** *$150 application fee due with application*

- Description of Conditional Use: Click or tap here to enter text.

☐ **Plat Application** *$100 application fee due with application*

This Application is for the following described real property:

Legal Description: **Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota**

Property Address: **129 N Harmon Dr**

Dated this 22nd of December, 2025.

APPLICANT

Bart & Nikki Fredericksen
OWNER

112
Zach Dagen
123
Gregg & Janet Bleeker Joint Trust
S HARMON DR
Steve & DOnna Ptak
Priscilla & Charles Stevenson
114
Bart & Nikki Fredericksen
Variance Permit
Existing Addtion 8' vs 35'
New Addtion 20'-8" vs 35'
City of Mitchell
Bart & Nikki Fredericksen
City of Mitchell
128
124
Phillip & Kathleen Kirkegaard
Donald & Barbara Young Revoc Living Trust
137

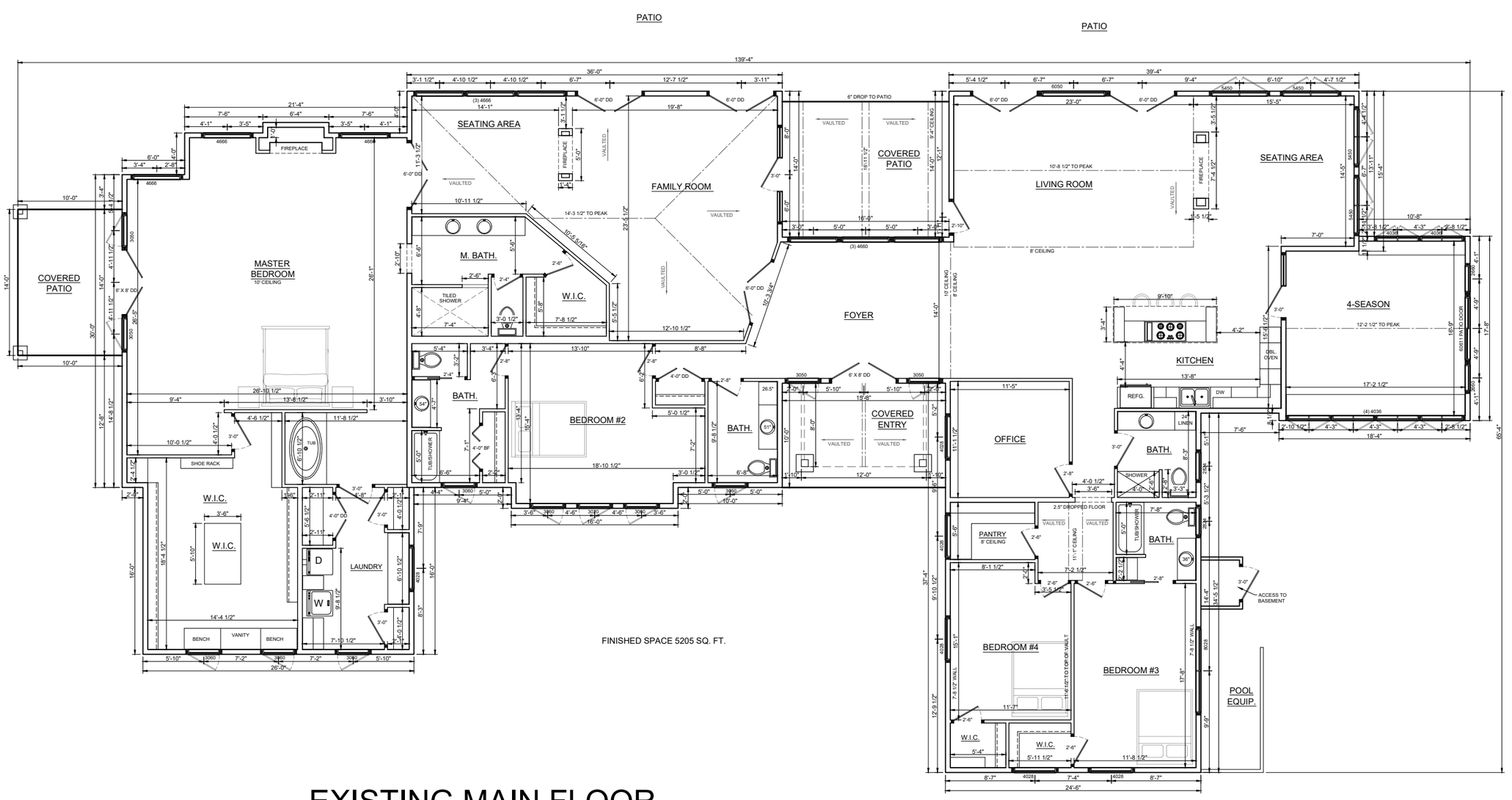
129 S HARMON DR
15330-00000-065-00
-068-10
NONE

129 S. HARMON DR. MITCHELL SD

CUSTOMER: HOUNDSTOOTH HOUSE	PAGE TITLE: SITE PLAN	NOTES: -ALL DIMENSIONS TO BE VERIFIED BY CUSTOMER -INFO. HEREIN DEEMED RELIABLE BUT NOT GUARANTEED -WIND BRACE AS REQUIRED OR AS ENGINEERED -SITE PLAN IS PROVIDED TO ACQUIRE PERMIT ONLY
DRAWN BY: ALEX HOOGENDOORN	DATE: 10/15/2025	
MODIFIED BY:	SCALE: 1/16" = 1'-0"	
CONTACT: 605-740-0525 / CELL: 605-323-7835	FILE NAME: RE152-19	

© 2025

EXECUTIVE DRAFTING SERVICES



EXISTING MAIN FLOOR

3/32" = 1'-0"

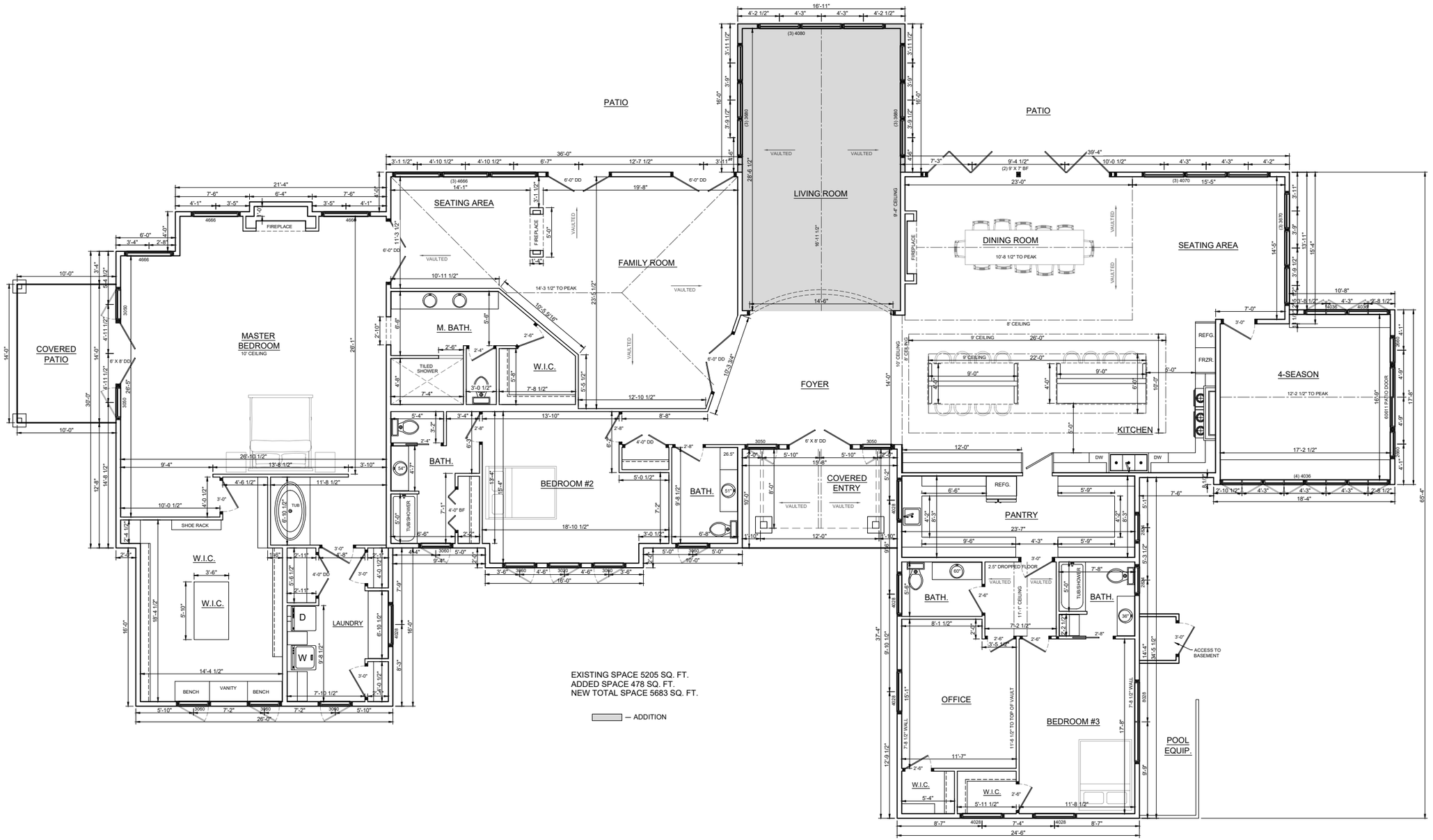
EXECUTIVE DRAFTING SERVICES

© 2025

NOTES:
-ALL DIMENSIONS TO BE VERIFIED BY CUSTOMER
-INFO. HEREIN DEEMED RELIABLE BUT NOT GUARANTEED
-WIND BRACE AS REQUIRED OR AS ENGINEERED

129 S. HARMON DR. MITCHELL SD

CUSTOMER:	HOUNDSTOOTH HOUSE
DRAWN BY:	ALEX HOOGENDOORN
MODIFIED BY:	
CONTACT:	605-740-0525
PAGE TITLE:	MAIN FLOOR - EXISTING
DATE:	10/15/2025
SCALE:	3/32" = 1'-0"
CELL:	605-323-7835
FILENAME:	RE152-19



REMODELED MAIN FLOOR

3/32" = 1'-0"

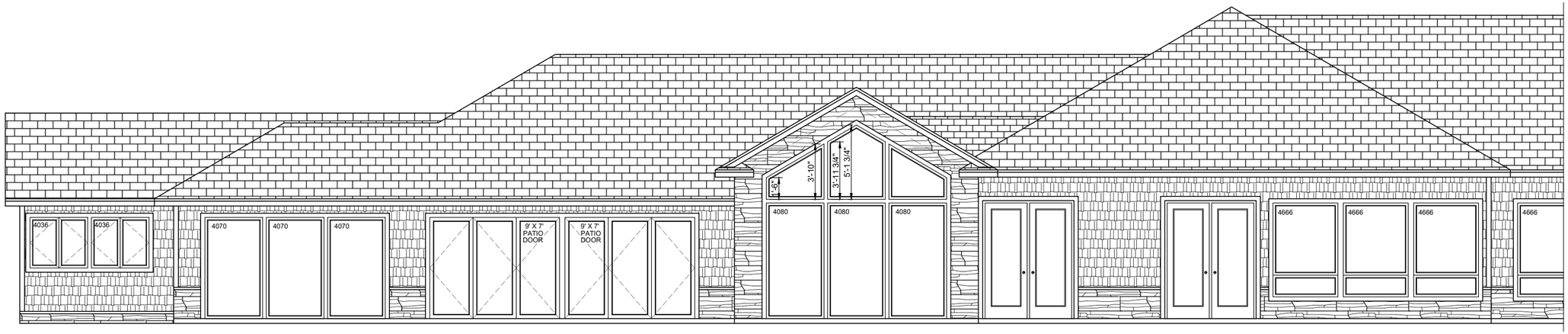
EXECUTIVE DRAFTING SERVICES

© 2025

NOTES:
-ALL DIMENSIONS TO BE VERIFIED BY CUSTOMER
-INFO. HEREIN DEEMED RELIABLE BUT NOT GUARANTEED
-WIND BRACE AS REQUIRED OR AS ENGINEERED

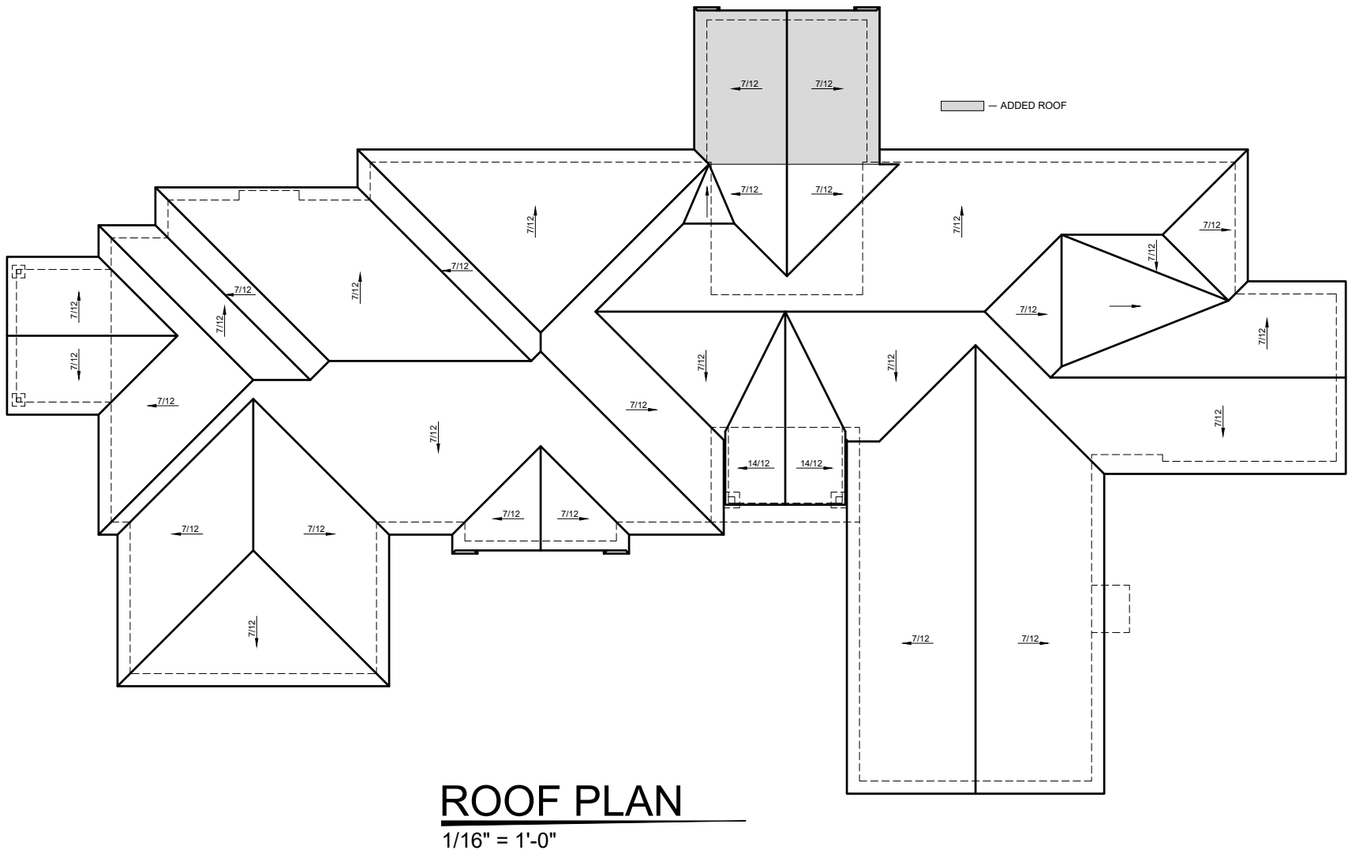
129 S. HARMON DR. MITCHELL SD

CUSTOMER:	HOUNDSTOOTH HOUSE
DRAWN BY:	ALEX HOOGENDOORN
MODIFIED BY:	
CONTACT:	605-740-0525
CELL:	605-323-7835
PAGE TITLE:	MAIN FLOOR - NEW
DATE:	10/15/2025
SCALE:	3/32" = 1'-0"
FILENAME:	RE152-19



EAST ELEVATION

1/8" = 1'-0"



ROOF PLAN

1/16" = 1'-0"

EXECUTIVE DRAFTING SERVICES

© 2025

NOTES:
-ALL DIMENSIONS TO BE VERIFIED BY CUSTOMER
-INFO. HEREIN DEEMED RELIABLE BUT NOT GUARANTEED
-WIND BRACE AS REQUIRED OR AS ENGINEERED
-ELEVATIONS & GRADE MAY BE DIFF. THAN DRAWN

129 S. HARMON DR. MITCHELL SD

CUSTOMER: HOUNDSTOOTH HOUSE	PAGE TITLE: ELEVATION/ROOF
DRAWN BY: ALEX HOOGENDOORN	DATE: 10/15/2025
MODIFIED BY:	SCALE: VARIES
CONTACT: 605-740-0525	CELL: 605-323-7835
	FILENAME: RE152-19

NOTICE OF HEARING

To: The Planning Commission, Board of Adjustment of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, January 12, 2026, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, January 20, 2026 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 23rd day of December, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 31st day of December, 2025
Approximate Cost:

Bart & Nikki Fredericksen
129 S Harmon Dr
Mitchell, SD 57301

Zach Dagen
112 S Harmon Dr
Mitchell, SD 57301

Priscilla & Charles Stevenson
114 S Harmon Dr
Mitchell, SD 57301

Gregg & Janet Bleeker Joint Trust
123 S Harmon Dr
Mitchell, SD 57301

Steve & Donna Ptak
127 S Harmon Dr
Mitchell, SD 57301

Donald & Barbara Young
Revoc Living Trust
167S Harmon Dr
Mitchell, SD 57301

Philip & Kathleen Kirkegaard
137 S Harmon Dr
Mitchell, SD 57301

City of Mitchell
612 N Main ST
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

December 31, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, January 12, 2026, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Tuesday, January 20, 2026 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ https://mitchellsd.portal.civicclerk.com/. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov .

I/We Phillip and Kathleen Kurbiguel
OWNER
137 S Harmon Drive Mitchell SD.
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

December 31, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, January 12, 2026, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Tuesday, January 20, 2026 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ https://mitchellsd.portal.civicclerk.com/. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov .

I/We **Dr. Gregg & Janet Bleeker**
OWNER
123 South Harmon Drive
Mitchell, SD. 57301
ADDRESS

✓ APPROVE

____ DISAPPROVE

COMMENTS: Absolutely! No Problem!

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

December 31, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

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All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ https://mitchellsd.portal.civicclerk.com/. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov.

I/We _____
OWNER

129 S Harmon DR.
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

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:	January 20, 2026	**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 2-2-26		
Explanation/Background of Agenda Item Requested:	Kelsey Poppens has applied for a conditional use permit for childcare, family residential; located at 501 E 16th Ave, legally described as Lot 1, Block 7, Green Acres Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R1 Single-family 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.

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.

☐ **Rezoning** *$250 application due with the application.*

- Applicant is request to rezone property from _____ District to _____ District.

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

- Description of Variance: _____
- Description of Hardship: _____

☒ **Conditional Use Permit** *$150 application fee due with application*

- Description of Conditional Use: In-home Daycare

☐ **Plat Application** *$100 application fee due with application*

This Application is for the following described real property:

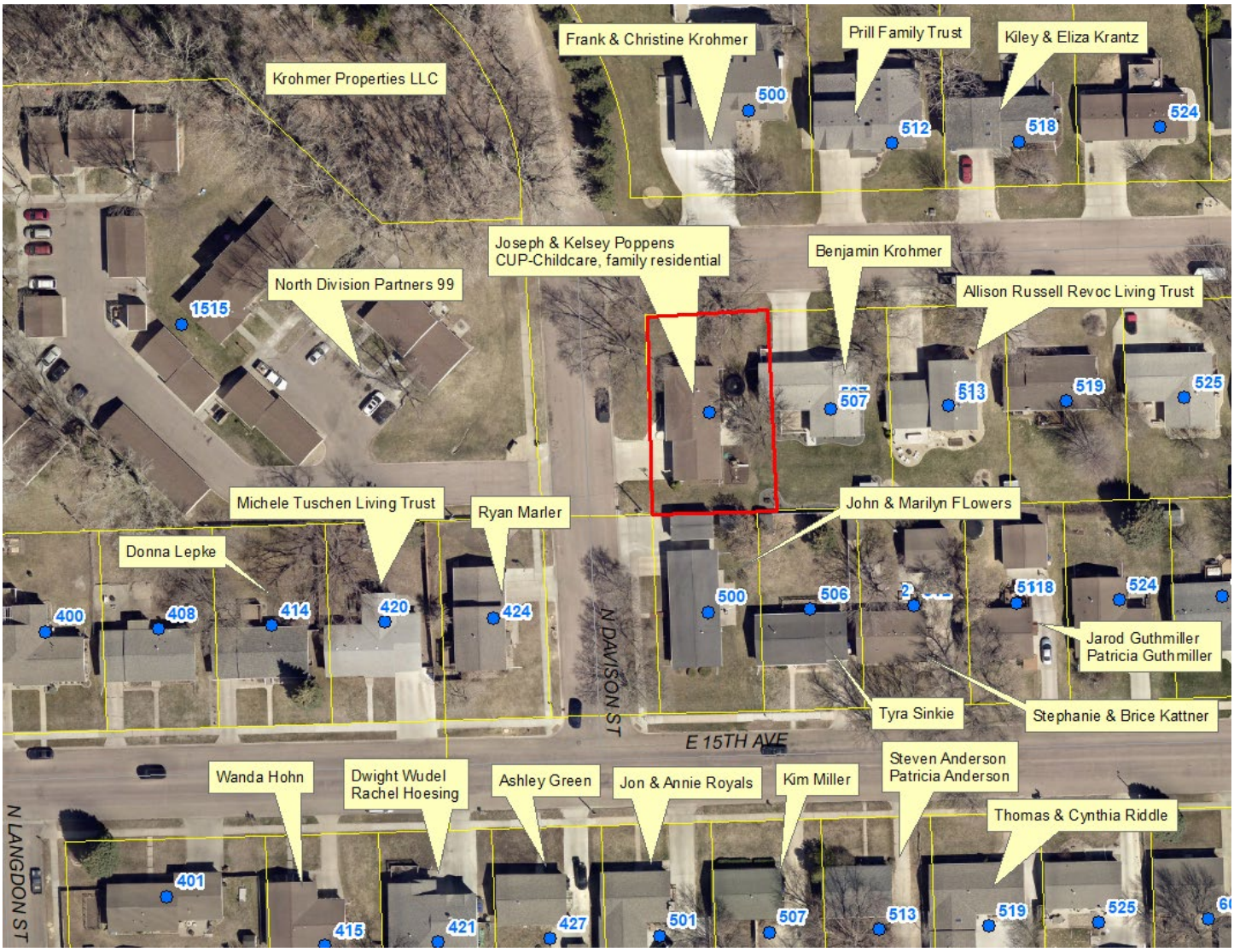
Legal Description: Lot 1 Block 7 Green Acres Sub - Mitchell City - NW

Property Address: 501 East 16th Avenue, Mitchell, SD 57301

Dated this 31st of December, 2025

Kelsey Poppens
APPLICANT

Kelsey Poppens
OWNER


Frank & Christine Krohmer
Prill Family Trust
Kiley & Eliza Krantz
Krohmer Properties LLC
500
512
518
524
Joseph & Kelsey Poppens
CUP-Childcare, family residential
Benjamin Krohmer
North Division Partners 99
Allison Russell Revoc Living Trust
1515
507
513
519
525
Michele Tuschen Living Trust
Ryan Marler
John & Marilyn FLowers
Donna Lepke
400
408
414
420
424
500
506
518
524
Jarod Guthmiller
Patricia Guthmiller
N DAVISON ST
Tyra Sinkie
Stephanie & Brice Kattner
E 15TH AVE
Wanda Hohn
Dwight Wudel
Rachel Hoesing
Ashley Green
Jon & Annie Royals
Kim Miller
Steven Anderson
Patricia Anderson
Thomas & Cynthia Riddle
N LANGDON ST
401
415
421
427
501
507
513
519
525

512 E 15TH AVE
507 E 16TH AVE
500 E 16TH AVE
506 E 15TH AVE
501 E 16TH AVE
500 E 15TH AVE
E 16TH AVE
N DAVISON ST
E 15TH AVE
E 15TH AVE
424 E 15TH AVE

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:	January 20, 2026	**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 to Transfer RL-5353 Retail (on-sale) Liquor License from LAB LLC, 501 South Sanborn to FUPA Adventures LLC dba Double D's, 512 South Sanborn		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted.		

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No RL-5353

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name	Phone Number		
FUPA Adventures LLC	605-656-0010		
Address	**City**	**State**	**Zip**
512 S. Sanborn Blvd.	Mitchell	SD	57301

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name	Phone Number		
Double D's	605-656-0010		
Address	**City**	**State**	**Zip**
512 S. Sanborn Blvd.	Mitchell	SD	57301

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR

(Submit separate application for each class of license).

- [X] 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 [X] NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	[X] YES [ ] NO

Is place of business located in a municipality?	[X] YES [ ] NO
County	Davison
Do you own or lease this property?	[X] OWN [ ] LEASE
Are real property taxes paid to date?	[X] YES [ ] NO
Are you of good moral character having never been convicted of a felony?	[X] YES [ ] NO

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: L9, ex S. 15', L 10-12, B10 Van Eps Adt, Mitchell, Davison Co, SD

E. State Sales Tax Number 1042-7199-ST

F. [ ] New License [X] Transfer? ($150) [ ] Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are correct; that the said applicant complies with all of the statutory requirements for the class of license being applied 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	Print Name	Signature
December 10, 2025	Doug Backlund	

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.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held : [ ]
Establishment is ineligible for video lottery : [ ]
Amount of fee collected with application: $_____
Amount of fee retained: $_____
Forwarded with application: $_____

If disapproved, endorse reason thereon and return to applicant

Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC		
FUPA Adventures LLC		
Address of office and principal place of business of corporation/partnership/LP/LLC		
2201 E. 1st Ave.		
City	State	Zip Code
Mitchell	SD	57301
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		[X] 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
Doug Backlund	Member	2201 E. 1st Ave.	Self Employed
David D. Backlund	Member	2601 E. 1st Ave.	Self-Employed

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 #	Financial Interest Held	Address of Business Location
Doug Backlund	Malt-Beverage	RB-2169	Owner of LAB LLC	501 S. Sanborn Blvd., Mitchell

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

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 that 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
	12/10/2025

AFFIDAVIT OF TRANSFER/SALE

STATE OF SOUTH DAKOTA)
):SS
COUNTY OF DAVISON)

LAB, LLC, a South Dakota limited liability company, by and through its sole Member, Doug Backlund, being first duly sworn on oath deposes and says: That on the 10th day of December 2025, LAB, LLC is the owner of a retail on-sale liquor license situated at 501 S. Sanborn Blvd., Mitchell, Davison County, South Dakota and that on the said date it made a transfer/sale of South Dakota retail on-sale liquor license no. RL-5353 to FUPA Adventures LLC, a South Dakota limited liability company, d/b/a Double D's of 512 S. Sanborn Blvd., Mitchell, Davison County, South Dakota.

LAB, LLC

By: _____
Doug Backlund
Its: Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the 10th day of December 2025, before me, the undersigned officer, personally appeared Doug Dailey, who acknowledged himself to be the sole member of LAB, LLC, a South Dakota limited liability company, and that he as such being authorized to do so, executed the forgoing instrument for the purposed therein contained, by signing the name of the company by herself as its Member.

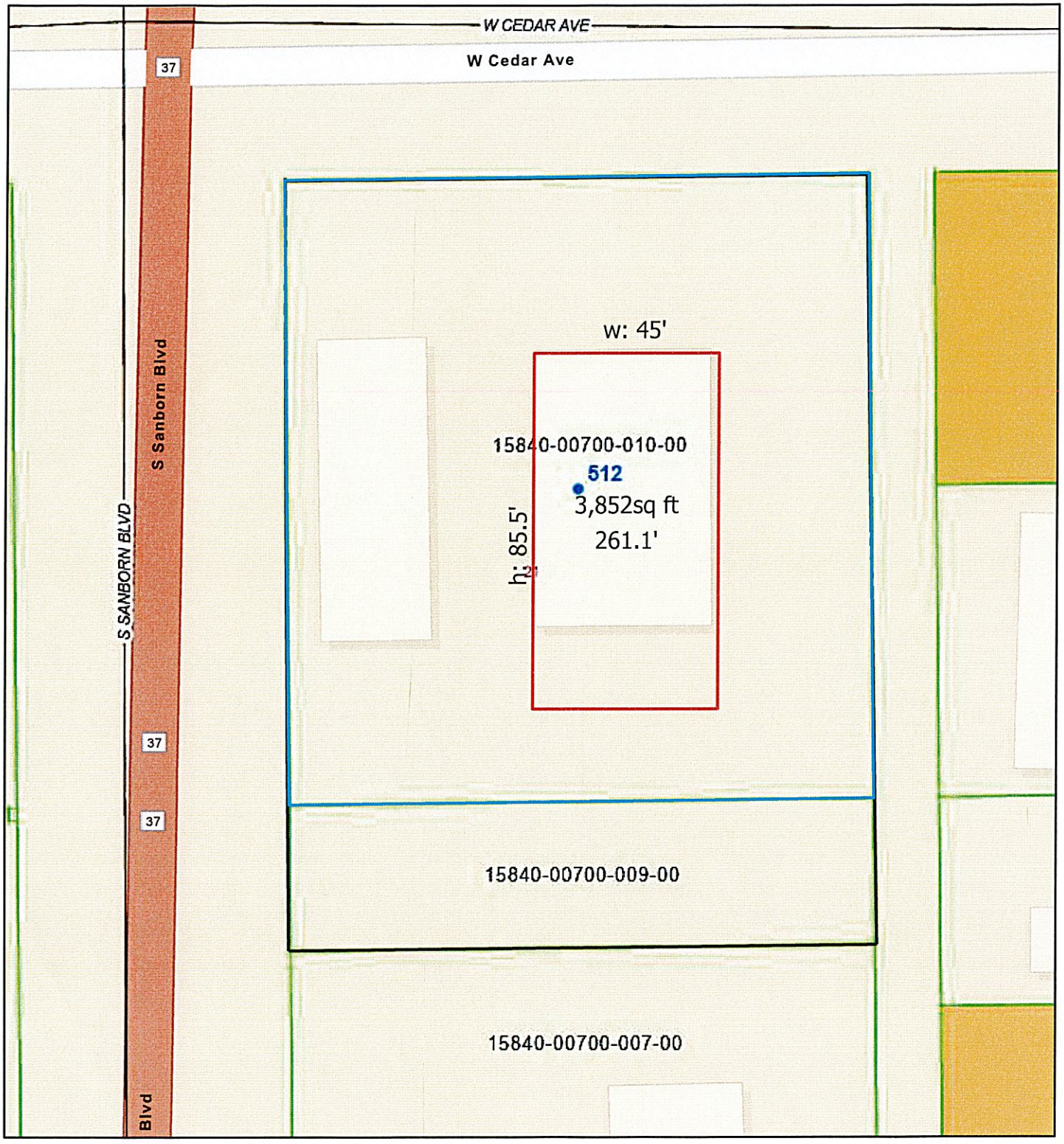
(Seal)

DOUGLAS M. DAILEY NOTARY SEAL PUBLIC SOUTH DAKOTA

My Commission Expires: 12/5/2027

_____
Notary Public

DAVISON COUNTY WEB VIEWER



12/11/2025, 8:37:00 AM

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

ADDRESS POINT

ROADS

GOOD SALES

2022

PARCEL

SECTION

TOWNSHIP

MITCHELL CITY LIMITS

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

ArcGIS Web AppBuilder

This map is intended for general planning purposes only. District III and Davison County makes no claims, representations, and warranties regarding the accuracy of the data.

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:	January 20, 2026	**Requested By:**	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Special Event Permit Application for WoodieFest on Saturday, June 27, 2026		

Explanation/Background of Agenda Item Requested:

The Mitchell Moose Lodge No. 875 is requesting a Special Event Permit for their 15th Anniversary of WoodieFest, which takes place on Saturday, June 27, 2026, from 11:45 AM to 10:00 PM. This event is open to the public, admission will be charged, and includes the sale and use of alcoholic beverages.

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:

- Consumption Permit (*$50 Fee*)
- Noise Permit (*$0 Fee*)

Please review the attached Event Map for specific consumption permit boundaries, along with more information about the layout for the event. The Mitchell Moose Lodge will provide a designated event cup for the alcohol sales, so attendees consuming alcohol can take their beverage out of the licensed establishment and participate in the event within the consumption permit boundaries.

A Noise Permit is being requested with sound checks being conducted at 9:00 AM on June 27 and sound amplification being used from 12:00 PM-8:00 PM.

The Mitchell Moose Lodge 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 #4508

Date Submitted: 1/5/2026

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:*

WoodieFest (15th Anniversary)

Event Date:

6/27/2026

Event Hours:*

11:45 AM – 10:00 PM

Event Dates:

–

Permit & License 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

[ ] [ ] — [ ] [ ]

Time Requested for Street Closure

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

WoodieFest (15th Anniversary) on Saturday, June 27, 2026 from 11:45 AM-10:00 PM at the Mitchell Moose Lodge-516 W.15th Ave. There will be a car show, entertainment and food, along with alcohol and liquor sales taking place within the licensed boundaries of the establishment. We will provide a designated event cup for the alcohol sales, so attendees consuming alcohol can participate in the event within the consumption permit boundaries.

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 Lodge No 875 Loyal Or

Address:*

516 W 15TH AVE

City:*

Mitchell

State:*

south dakota

Zip Code:*

57301

Event Application Contact Person:*

Becky Dagen

Contact Person Email:*

mooselodge875@mitchelltelecom.net

Contact Person Phone Number: *

6059966920

Day of Event Contact Person:*

Char Brink

Contact Person Email:*

mooselodge875@mitchelltelecom.net

Contact Person Phone Number:*

6059966920

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. Also, please provide a detailed list and description of what parking lot/street 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.*

No additional equipment is needed.
No closures are requested or needed.
Please review the attached Event Map for specific Consumption Permit boundaries along with more information about the event.

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.*

all board members, staff and volunteers will be in charge of safety

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?

12:00 PM — 08:00 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?

09:00 AM

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

Travelers Insurance

Agent's Name

Policy Number

BIP-1Y935448-25-42

Phone Number

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.*

moose lodge 875/Char Brink

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.*

moose Lodge 875/Char Brink

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.*

Mitchell Lodge No 875 Loyal Or

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

Parking Lot Closure Map

Choose File No file chosen

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

Choose File No file chosen

Consumption Permit Boundaries with Map

Choose File No file chosen

Fireworks Map

Choose File No file chosen

Event Layout Map

Choose File No file chosen

Certificate of Liability Insurance

Choose File No file chosen

Certificate of Liquor Liability Insurance

Choose File No file chosen

Certificate of Fireworks Liability Insurance

Choose File No file chosen

Additional Document

Choose File No file chosen

Action of City Council _____

_____

_____

_____ _____

Finance Officer Mayor

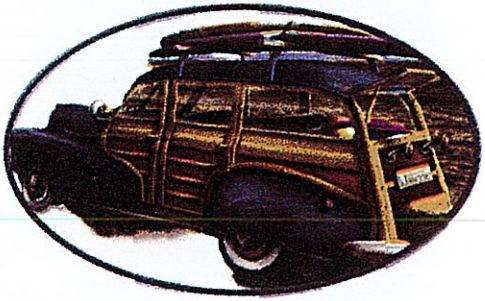
(Seal)

Date Approved: _____ Amount of Fees Paid: _____

N Wisconsin St
Band
Food
Car Show
W 15th Ave
W 15th Ave

15th Anniversary Of

WOODIEFEST



Saturday, June 27, 2026

Moose Lodge 516 West 15th Street, Mitchell, SD

CAR SHOW

Registration: Noon-1:30 p.m. Entry Fee: $10

Show: 3-5:00 p.m. Awards: 5:30 p.m.

SPONSORED BY

Iverson Auto | Make it Mine designs | Iverson Powersports

Possible Door Prizes? ALL TYPES OF VEHICLES WELCOME!

Jim's Pickup??

WOODIEFEST MENU

Woodies (Our Famous ½# Footlong Hot Dogs w/Chili), Carburetors (Double Hamburgers w/Chili), Spark Plugs (Regular Hot Dogs), Baked Beans, Chips.

SERVING STARTS AT 5:30 P.M.

DR. FEELGOOD

Playing In The East Parking Lot

Join Us For The Party Of The Summer!

OPEN TO THE PUBLIC

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:	January 20, 2026	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-42225 Professional Services, $258,000 604-43250-42200 Professional Services, $312,000
Agenda Item:	Action to Approve Agreement #A2026-07, 6th Avenue Reconstruction Engineering Services with McLaury Engineering-Project #2024-01
Explanation/Background of Agenda Item Requested:	The attached agreement provides a proposal for the design and bid of a new water main, sanitary sewer main, storm sewer, and complete street reconstruction on 6th Avenue from Juanita Street to Edmunds Street. The existing water main consists of outdated four-inch cast iron and sandcast pipe. The existing sanitary sewer main consists of outdated vitrified clay pipe. Design services will include the replacement of the sanitary sewer, water main, storm sewer and full street reconstruction. A boundary survey will be included to verify property lines. The City of Mitchel is providing the topographic survey for the project. Staff recommends approving the proposed agreement with McLaury Engineering for an hourly not to exceed fee of $248,000.

December 31, 2025

Joe Schroeder, PE
City Engineer
City of Mitchell
612 North Main Street
Mitchell, SD 57301

RE: CITY OF MITCHELL – 6TH AVENUE RECONSTRUCTION PROJECT
DESIGN, PLAN PRODUCTION, CONSTRUCTION ADMINISTRATION

Dear Mr. Schroeder:

McLaury Engineering, Inc. appreciates the opportunity to submit this proposal for professional engineering services for the City of Mitchell's 6th Avenue Reconstruction Project. We are pleased to offer our qualifications and approach for providing comprehensive services associated with project design, plan development, and bidding assistance.

The proposed scope of services has been developed with a clear understanding of the City's goals for this project and reflects our commitment to delivering practical, constructible, and cost-effective solutions. Our team has extensive experience with municipal street reconstruction projects of similar scope and complexity, and we place a strong emphasis on coordination with City staff, utility providers, and other stakeholders throughout all phases of project development.

Enclosed is our detailed proposal outlining the anticipated scope of services, project approach, and associated fees. We believe this proposal reflects a thoughtful and efficient strategy to support the City through design and construction while minimizing disruptions and ensuring the project is delivered in accordance with City standards and expectations.

McLaury Engineering takes pride in providing responsive, high-quality professional services and building long-term relationships with our municipal clients. We value the opportunity to work with the City of Mitchell and look forward to the possibility of contributing to the successful completion of the 6th Avenue Reconstruction Project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 605-928-7676.

Sincerely,
McLaury Engineering, Inc.

Ryan J Murtha, PE
Engineering Manager

ATTACHMENT A

PROJECT UNDERSTANDING

The City of Mitchell is proposing a full street and utility reconstruction of 6th Avenue from North Juanita Street to North Edmunds Street, with additional street reconstruction on the south half of 6th Avenue from Edmunds Street to the alley to the east.

Street improvements will include complete removal and replacement of the existing roadway surface, sidewalks, and all required tie-ins. Sidewalk improvements shall be designed in accordance with current ADA requirements. Pavement section thicknesses shall conform to City of Mitchell standards. No additional geotechnical borings or soils reports are included in this scope..

Utility reconstruction includes:

- Full replacement of the existing sanitary sewer main and services from Juanita Street to Edmunds Street within construction limits.
- Replacement of existing storm sewer pipes, junction boxes, and inlets, and installation of additional storm infrastructure as necessary to convey project drainage.
- Replacement of water main, valves, hydrants, and services from Juanita Street to Wisconsin Avenue, as well as at the intersection of Edmunds Street.

No additional sanitary sewer or water distribution modeling is included. Sanitary sewer and water main replacements shall generally match existing pipe sizes except where necessary to comply with City standards or prior City-directed modeling & planning. From Juanita Street to Montana Street, dual water mains are present, including a 20-inch distribution main; both mains are included in this project scope.

The City will televise existing sanitary sewer mains to identify service locations and provide video and reports to McLaury Engineering. Storm sewer modeling will be limited to inlet and pipe capacity analysis within the project limits.

McLaury Engineering shall complete a boundary survey within the project limits to establish all right-of-way lines, lots, blocks, and property ownership. Property research shall be completed through courthouse deed records. Temporary and permanent easements required for construction will be identified during design; preparation of separate easement exhibits beyond those included in the construction plan set is excluded.

The City of Mitchell shall provide topographic survey data, including surface features and utilities located via SD One-Call. Survey data shall be provided in the South Dakota State Plane South Coordinate System and NAVD88 vertical datum. The City shall provide processed CAD files (.dwg) and raw survey data as required.

PROJECT TEAM

McLaury Engineering proposes a project team with extensive experience in municipal infrastructure design and project delivery:

- **Project Manager:** Ryan Murtha, PE
- **Design Team:** Jordan Brandon, PE; Eli VanRoekel, EI; Trever Vermeulen
- **Survey Lead:** Chris Groen, PLS

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

a. Monthly invoicing and project status reporting
b. Project correspondence and coordination
c. Coordination with City engineering staff and utility departments
Facilitation of one (1) public meeting and up to four (4) additional meetings, including exhibit preparation and presentation (up to two McLaury Engineering staff per meeting)

TASK 2: SURVEY

a. Boundary Survey within the project limits to establish Right of Way lines, blocks, lots, and property lines
b. Deed research and ownership establishment
c. Limited subsurface utility elevation collection at accessible storm and sanitary structures
d. Coordination of topographic survey completed and provided by the City of Mitchell

TASK 3: PRELIMINARY (50%) DESIGN, PLANS, AND REVIEW

a. Preparation of preliminary design and plans
b. Preparation of preliminary opinion of probably construction cost
c. One (1) design review meeting with City staff
d. Meeting agenda preparation and follow-up documentation

TASK 4: FINAL (95%) DESIGN, PLANS, SPECIFICATIONS, AND BIDDING DOCUMENTS

a. Refine design and plans started as a part of previous task efforts.
b. Preparation of construction plans, including:
    i. Title sheets and legends
    ii. Estimate of quantities
    iii. Typical sections
    iv. General Notes
    v. Traffic control
    vi. Erosion control
    vii. Existing conditions & removals
    viii. Surfacing plans
    ix. Utility plans
    x. Details and standard plates
c. Preparation of technical specifications and contract documents

d. Preparation of bidding documents
e. Submission to City for final review

TASK 5: DOCUMENTS FOR BID LETTING

a. Revision of final plans, specifications, and bid letting documents per City final review efforts
b. Preparation of opinion of probably cost
c. Submission of final bid letting documents to City

TASK 6: BIDDING

a. Coordination of project advertisement
b. Hosting of bid letting and management of planholder lists
c. Response to bidder inquiries
d. Bid opening facilitation
e. Bid tabulation and recommendation of award

DELIVERABLES

- Preliminary (50%) design plans
- Final (95%) plans and specifications
- Bid-ready plans, specifications, and cost estimates
- Final AutoCAD Civil 3D design files (.dwg)

SCHEDULE

The following schedule is based on timely issuance of the Notice to Proceed, prompt review and response by the City, and receipt of complete topographic survey data at the time of the Notice to Proceed. The schedule excludes additional time that may be required to resolve unforeseen conditions, field conflicts, or other factors outside the control of McLaury Engineering.

- Notice to Proceed: January 2026
- Boundary Survey Completion: April 2026 (weather permitting)
- 50% Design Submittal: July 2026
- 95% Design Submittal: October 2026
- Bid Document Submittal: November 2026
- Advertisement and Bidding: December 2026

ADDITIONAL SERVICES

The following items are not included in the scope of services, but can be completed if authorized under a supplemental agreement:

- Additional public outreach including mailing lists and letters
- Easement exhibits
- Construction administration & inspection
- Construction staking
- Geotechnical borings and report

GENERAL PROVISIONS

- Per EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services (attached)
- The proposal outlined in this letter is valid for thirty (30) days.

FEE

McLaury Engineering proposes to be compensated for the scope of services outlined in the Agreement on an hourly basis for a total fee not to exceed **$248,000**. Additional services resulting from scope changes shall be negotiated through a supplemental agreement.

ITEM	ESTIMATED TOTAL TASK FEE
Tasks 1 – 3 Preliminary Design & Project Management	$138,000
Task 4 – 6 Final Design & Bidding	$110,000
Total – Not-To-Exceed	**$248,000**

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Mitchell** (Owner) and **McLaury Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **6th Avenue Reconstruction Project** (Project). Engineer's services under this Agreement (Services) are generally identified as **See Attachment A.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period: **See Attachment A**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.10**.

1. Hourly Rates. Owner shall pay Engineer for Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. Engineer's Standard Hourly Rates are attached as Appendix 1.

c. The total compensation for Services and reimbursement of expenses is estimated to be $**248,000.**

E. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

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a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this

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Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and

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expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

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B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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This Agreement's Effective Date is _____ .

Owner:	Engineer:
_____	**McLaury Engineering, Inc.**
(name of organization)	(name of organization)
By: _____	By: _____
(authorized individual's signature)	(authorized individual's signature)
Date: _____	Date: **December 31, 2025**
(date signed)	(date signed)
Name: _____	Name: **Ryan J. Murtha**
(typed or printed)	(typed or printed)
Title: _____	Title: **Engineering Manager**
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
_____	P.O. Box 916
_____	Parkston, SD 57366
_____	(605) 928-7676

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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **12/31/2025**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Project Manager, Principal Engineer	245.00
Engineering Manager, PE	210.00
Sr. Project Engineer, PE	200-215.00
Surveying Manager, PLS	205.00
Design Engineer, PE or PLS	150-205.00
Sr. Administration	125.00
Field Surveyor	125-145.00
Jr. Project Engineer, EI	150.00
Engineering Technician	145.00
Support Staff Administration	105.00

*State & local taxes are NOT included in the rates above

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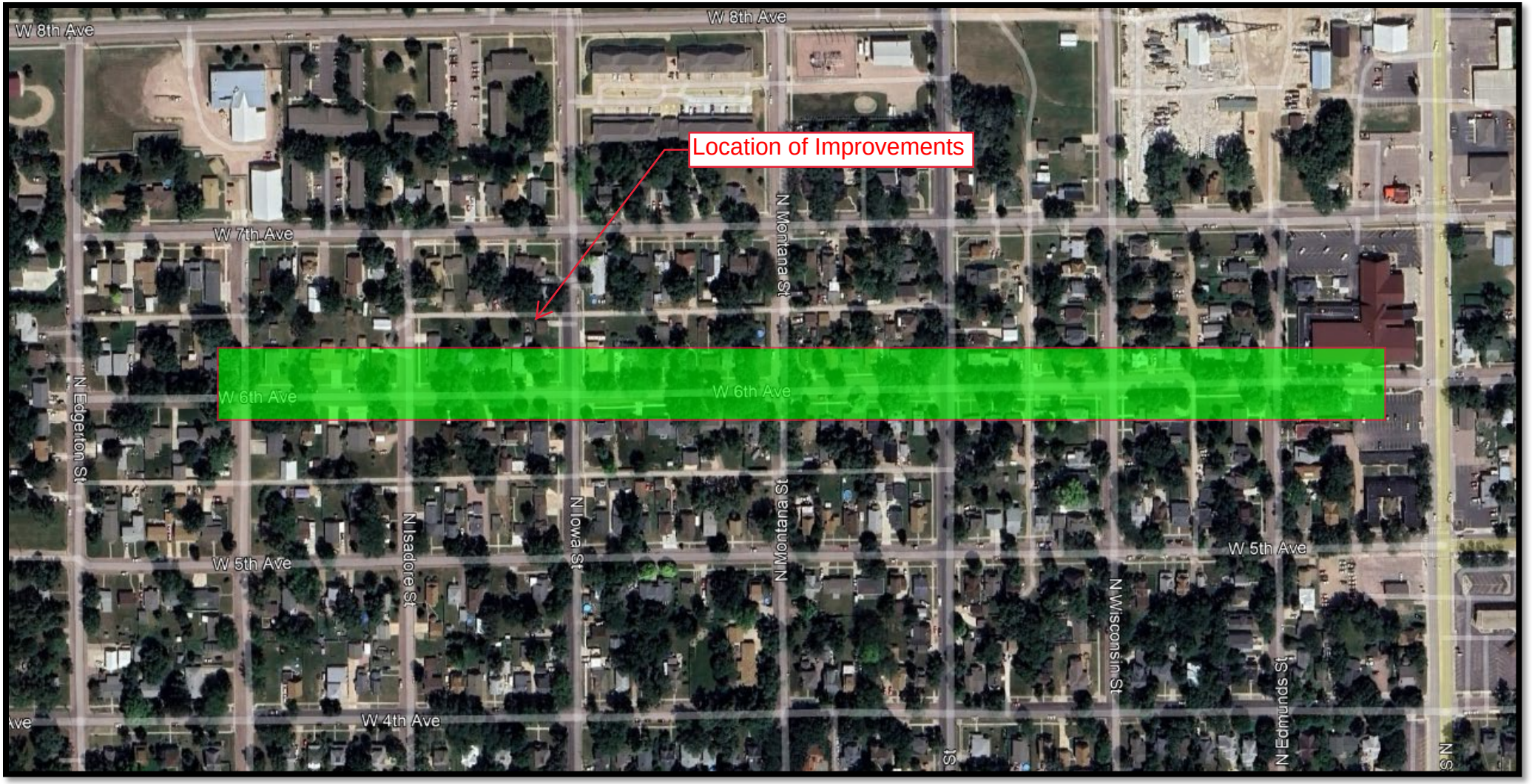

W 8th Ave
W 8th Ave
Location of Improvements
W 7th Ave
N Montana St
W 6th Ave
W 6th Ave
N Edgerton St
N Isadore St
N Iowa St
N Montana St
W 5th Ave
W 5th Ave
N Wisconsin St
N Edmunds St
W 4th Ave

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:	January 20, 2026	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-42225 Professional Services, $258,000
Agenda Item:	Action to Approve Agreement #A2026-08, Water Study Agreement with SPN & Associates-Project #2026-26
Explanation/Background of Agenda Item Requested:	SPN and Associates completed a Water System Facility plan in August of 2016. This plan was placed on the South Dakota Department of Agriculture and Natural Resoures State Water Plan that same year. Adding the facility plan to the State's Water Plan allows the City to request funding which we have for many projects. The plan can be renewed every two years. The state is recommending we update our Water Facility Plan report. This report will review the City's distribution system and storage. SPN will utilize the old report to make updates and revisions as necessary. AE2S will be utilized to update the hydraulic model which they previsouly produced for the City . This model will be utilized providing better data for proposed and recommended improvements. Please see the attached agreement for detailed information. Staff recommends City Council approval of the attached proposal from SPN in the amount of $133,000 for civil engineering services described therein.

SPN Helms
ENGINEERS & SURVEYORS

Schmucker, Paul, Nohr and Associates
2100 North Sanborn Blvd — PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-0015
www.spn-assoc.com

January 8, 2026

Joe Schroeder, Public Works Director
City of Mitchell
612 North Main Street
Mitchell SD 57301

RE: Agreement for Water System Study
Mitchell, South Dakota

Dear Mr. Schroeder:

The following will serve as a Letter of Agreement between the City of Mitchell, hereinafter referred to as Client, and Schmucker, Paul, Nohr & Associates, hereinafter referred to as SPN, for the study and evaluation of the water system, hereinafter referred to as the Project.

Scope of Work: SPN will perform professional engineering services, serve as the Client's professional engineering representative and provide professional engineering consultation and advice as directed (verbally or in writing) by you or other designated representative in connection with the Project. Specifically, the Scope of Work to be completed includes the water distribution system, water supplies, water storage and all facilities associated with the water system as follows:

1. SPN will consult with the City to define and clarify the City's requirements for the Project and data that is available for SPN's use in the completion of the Project. Specifically, the City shall provide to SPN water purchase records, water sales records, budgets for the different parts of the water systems, the layout of the water system components; and known deficiencies with these systems.

2. SPN will advise the City as to the necessity of the City providing or obtaining from others data or services of the types not specifically authorized herein. If authorized by the City, SPN will provide or assist the City in procuring such services and act as the City's representative in connection with any such services.

3. SPN will identify and analyze requirements of governmental authorities having jurisdiction over the compliance of the systems with governmental regulations and design criteria of potential improvements. SPN will participate in consultations with such authorities.

4. SPN will complete an analysis of available population data and related information for the purpose of projecting future population trends within the City's service area boundaries.

5. SPN will meet with representatives of the City and assist in the identification of current and potential future areas of development in and adjacent to the City's service area and establish projected water demands for these areas.

6. SPN will complete an analysis of the City's current and future water demands and evaluate the capacity of water supplies to meet current and future needs.

7. SPN will complete an analysis of the existing water distribution system relating to age and condition of existing storage tanks, water losses in the distribution system, number of dead end mains; condition of existing valves and hydrants; and the identification of distribution system piping to include pipe size, type and age.

    a. AE2S will provide information to supplement and support evaluations of storage facilities.

    b. AE2S will supplement the evaluation of water distribution features through the use of the hydraulic model described below.

8. SPN will evaluate the City of Mitchell's available information regarding the lead service inventory.

9. SPN will complete an analysis of the existing components in various facilities (pumps, water storage, chemical feed systems and other items) relating to capacity, age, ease of use, functionality, condition or other concerns.

    a. AE2S will provide information to supplement and support evaluations of pump station facilities.

10. Hydraulic Model by AE2S

a. Water Demand Update: AE2S will request and review five years (if available) of water production and customer meter data from the City, calculate peaking factors for water usage, review SCADA data to determine water usage patterns over 24 hours (diurnal curves) to establish winter, average, and summer day patterns, and allocate demands in the model based on the meter location (if available) or geocoded billing address.

b. Model Calibration: AE2S will review previous flow testing records and provide recommendations for additional hydrant flow testing locations. Hydrant flow testing will be completed by the City. AE2S will utilize results from hydrant flow testing and the SCADA historian to calibrate the hydraulic model following AWWA guidelines.

c. Model Scenarios: AE2S will develop maximum day (summer), minimum day (winter), and average day (shoulder season) scenarios for existing conditions. Two additional future model scenarios will be created including 2030 near term growth, and 2055 long term growth.

d. Existing Conditions Analysis: AE2S will analyze existing system performance under maximum and minimum demand conditions with a focus on the older areas of the City to identify potential near term improvements. Potential improvements may include changes to address water age and chlorine residual issues.

e. Future Conditions Analysis: AE2S will analyze future system performance and identify needed improvements including storage, pumping, transmission mains, alternative supply connections, and potential interconnects with adjacent service providers.

f. Risk Assessment & Project Prioritization: AE2S will prepare an infrastructure risk assessment for horizontal assets (pipes) in the water distribution system. Results of this analysis will help manage the prioritization of projects replacing aging infrastructure in addition to those needed to support growth.

g. AE2S will utilize the hydraulic model to perform an extended period simulation of the distribution system to evaluate the system over a period of time (at least three days) that includes the peak day.

11. SPN will provide a general economic analysis of alternatives for the correction of identified deficiencies. SPN will meet with the City to discuss, prioritize, phase and/or coordinate potential projects recommended to correct the identified deficiencies with other projects the City may have planned in the foreseeable future.

12. SPN will complete a review of the City's existing rate structure for the water system to determine its adequacy to cover current and projected operation and maintenance costs. This analysis will also be extended to each recommended improvement project to provide an estimated rate increase that would be associated with each chosen project.

13. SPN will prepare a written report with maps and sketches, setting forth the findings and recommendations. SPN will provide copies of said reports to the City and meet with the City to review said report.

14. SPN will assist the City in the presentation of the findings and recommendations of the reports at public hearings, if necessary.

15. SPN will assist the City and Planning and Development District III in the preparation of applications for each chosen improvement for inclusion on the State Intended Use Plan and State Water Plan and represent the City meetings of the State Board of Water and Natural Resources. SPN shall not be responsible for failure of the City to be listed on the State Water Plan.

The duties and responsibilities of SPN may be amended and supplemented by an amendment to this Agreement.

SPN intends to render our services under this Letter of Agreement in accordance with generally accepted professional practices for the intended use of the Project. SPN makes no warranty either express or implied.

Compensation: By authorizing SPN to proceed with the Project, the Client agrees to compensate SPN for the work completed on the basis of the hourly rates and charges as per SPN's standard Schedule of Hourly Rates and Charges in effect at the time the services are provided. For purposes of budgeting, the total compensation paid to SPN for the services rendered in accordance with the scope of work described herein has been estimated to be **$133,000**. It is recognized by all parties that the actual charges may vary from the amount estimated above. In the event the actual charges are below the estimated amount the Client shall not be required to pay more than the final amount as invoiced by SPN. The compensation shall not exceed the total estimated amount unless approved in by the Client.

The total estimated compensation for SPN's services includes all labor, overhead, profit, Reimbursable Expenses, and Engineer's Sub-consultants' charges.

The Client further agrees to compensate SPN for Additional Services which are defined as those not specifically described in the Scope of Work as set forth above and performed as directed by the Client. The Client hereby agrees to compensate SPN for personnel services on the basis of the actual costs and reimbursable expenses incurred on the basis of the hourly rates and charges in effect at the time the services are performed. Reimbursable expenses are defined as: a) Vehicle miles charged at the rate of $0.70 per vehicle mile if a company owned vehicle, or actual cost of rental vehicles; b) Meals and lodging at costs incurred by SPN; and c) Costs of independent consulting and testing services plus an assumed risk fee of 10% of the incurred cost.

Period of Service: SPN's services and compensation under this Letter of Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through the completion of the Project. The services set forth in the Scope of Work as outlined in this Letter of Agreement will be completed and the final report submitted to the Client within **Twelve (12) months** after receipt by SPN of Notice to Proceed from the Client. Such time may be extended by mutual consent of both parties hereto in the event completion is delayed through no fault of SPN.

Client's Responsibilities: The Public Works Director shall be designated as the person authorized to act as the Client's representative. Any other individual who is designated to act as the Client's representative shall be identified. The Client's representative shall receive and examine documents submitted by SPN, interpret and define the Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of SPN's services.

The Client shall, in a timely manner, provide to SPN all of the Client's requirements for the completion of the work tasks comprising the Project including, but not limited to, special criteria related to the Project and full information as to Project objectives and constraints (such as space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations).

The Client shall be responsible for the preparation and submittal of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.

The Client shall be responsible for the preparation or review of environmental assessments and impact statements; the review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and for all assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

The Client shall be responsible for all revisions of studies and reports that have previously been approved by the Client, or when such revisions are due to causes beyond the control of SPN.

The Client shall furnish to SPN all existing studies, reports, maps and other available data pertinent to the Project. The Client shall furnish soils data as requested by SPN with appropriate professional interpretation.

The Client shall furnish or obtain permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

The Client shall compensate SPN for services rendered under this Agreement.

Site Access: The Client shall obtain all ownership of property or easements, rights-of-way and permits as may be necessary and/or shall guarantee full and free access for SPN to enter upon all public and private property required for the performance of SPN's services under this Agreement. SPN will take precautions to minimize damage due to these activities. The Client shall be responsible for any damage that may be caused and costs of restoration.

Dispute Resolution: Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, reasonable attorney fees and court costs incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Billings & Payments: Invoices for the services of SPN shall be submitted, at SPN's option, either upon completion of such services or on a monthly basis. Invoices shall be due and owing within thirty (30) days of the invoice date. Past due amounts owed shall include a monthly service charge of 1.5% on the then unpaid balance. In the event any

portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: To the fullest extent permitted by law, the Client shall indemnify and hold harmless SPN, SPN's officers, directors, partners and employees and SPN's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees and the Client's Consultants in the performance and furnishing of SPN's services under this Agreement.

Certifications: SPN shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence that SPN cannot ascertain.

Limitation of Liability: The Client and SPN have discussed their risks, rewards and benefits of the Project and SPN's fees for services to be performed. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SPN's total liability to the Client and to any other individual or entity claiming by, through or under the Client any cost, loss or damages caused wholly or in part due to SPN's professional negligent acts, errors, or omissions, such that the total aggregate liability of SPN to those named shall not exceed Fifty Thousand Dollars ($50,000) or SPN's total fee for services rendered on this Project, whichever is greater.

General Conditions: Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Termination of Services: If the Client fails to make payments due SPN within the thirty (30) day period set forth above, SPN may, after giving seven days' written notice to the Client, and without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend or terminate services under this Letter of Agreement.

This Letter of Agreement may be terminated for any reason by either party by seven days' written notice. If this Agreement is terminated, SPN shall be paid for services performed to the termination notice date including Reimbursable Expenses.

Ownership of Documents: All studies, reports, and other work products of SPN for this Project are instruments of service for the Project only and shall remain the property of SPN whether the Project is completed or not. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others. However, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by SPN, for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SPN and the Client shall indemnify and hold harmless SPN and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting therefrom.

Opinions of Probable Cost: SPN's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of SPN's experience and qualifications and represent SPN's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. However, since SPN has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, SPN cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by SPN.

Acceptance/Notice to Proceed: By signing this Letter of Agreement the Client accepts the terms and conditions as set forth herein and hereby authorizes SPN to proceed with the performance of the services as set forth herein effective the date of this letter.

CITY OF MITCHELL

MITCHELL, SOUTH DAKOTA

By: _____

Title: Mayor

ATTEST

By: _____

Title: _____

Date of Acceptance: _____

SCHMUCKER, PAUL, NOHR & ASSOC. INC.
MITCHELL, SOUTH DAKOTA

By: _____

Title: Project Manager/Associate

ATTEST

By: _____

Title: Principal

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:	January 20, 2026	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	604-43250-42200 Professional Services, $312,000
Agenda Item:	Action to Approve Agreement #A2026-09, Wastewater Study with SPN & Associates-Project #2026-27
Explanation/Background of Agenda Item Requested:	SPN and Associates completed a Sanitary Sewer System Facility plan in January of 2020. This plan was placed on the South Dakota Department of Agriculture and Natural Resoures State Water Plan that same year. Adding the facility plan to the State's Water Plan allows the City to request funding which we have for many projects. The plan can be renewed every two years. The state is recommending we update our Wastewater Facility Plan report. This report will focus on the City's collection system. SPN will utilize the old report to make updates and revisions as necessary. HDR Engineering will be utilized to produce a hydraulic model of the sanitary sewer system. This model will be calibrated to our current wastewater collection system conditions, allowing better data for proposed and recommended improvements. Please see the attached agreement for detailed information. Staff recommends City Council approval of the attached proposal from SPN in the amount of $192,000 for civil engineering services described therein.

SPN Helms
ENGINEERS & SURVEYORS

Schmucker, Paul, Nohr and Associates
2100 North Sanborn Blvd — PO Box 398
Mitchell SD 57301-0398
Phone (605) 996-7761
Fax (605) 996-0015
www.spn-assoc.com

January 7, 2026

Joe Schroeder, Public Works Director
City of Mitchell
612 North Main Street
Mitchell SD 57301

RE: Agreement for Wastewater System Study
Mitchell, South Dakota

Dear Mr. Schroeder:

The following will serve as a Letter of Agreement between the City of Mitchell, hereinafter referred to as Client, and Schmucker, Paul, Nohr & Associates, hereinafter referred to as SPN, for the study and evaluation of the wastewater collection and treatment facilities, hereinafter referred to as the Project.

Scope of Work: SPN will perform professional engineering services, serve as the Client's professional engineering representative and provide professional engineering consultation and advice as directed (verbally or in writing) by you or other designated representative in connection with the Project. Specifically, the Scope of Work to be completed includes the following:

1. SPN will consult with the City to define and clarify the City's requirements for the Project and data that is available for SPN's use in the completion of the Project. Specifically, the City shall provide to SPN wastewater flows and/or hour meter readings at the wastewater treatment plant and each of the lift stations; any records of previous flow monitoring data that may have been completed; budgets for the past two years for the wastewater collection system; a layout of the existing wastewater collection system; and identify known deficiencies.

2. SPN will advise the City as to the necessity of the City's providing or obtaining from others data or services of the types not specifically authorized herein. If authorized by the City, SPN will provide or assist the City in procuring such services and act as the City's representative in connection with any such services.

3. SPN will identify and analyze requirements of governmental authorities having jurisdiction over the compliance of the systems with governmental regulations and design criteria of potential improvements. SPN will participate in consultations with such authorities.

4. SPN will complete an analysis of available population data and related information for the purpose of projecting future population trends within the City's service area boundaries.

5. SPN will meet with representatives of the City and assist in the identification of current and potential future areas of development in and adjacent to the City's service area and establish projected wastewater flows from these areas.

6. SPN will complete an analysis of the existing wastewater collection system pipes relating to summary of pipe types and sizes, capacity, type, age and identified deficiencies

    a. HDR will provide information to supplement the evaluation of the collection system through the use of the hydraulic model described below.

7. SPN will perform an evaluation of the current condition of each of the lift stations' pumps, piping, structure and controls and identify any noted deficiencies.

8. SPN will calculate the current and projected future hydraulic loadings (average and peak day wastewater flows) to each of the existing lift stations utilizing hour meter readings from the lift stations; water use data; anticipated inflow and infiltration; and projected development of the lift stations service area. SPN will use pump testing records provided by the City for each lift station to determine the capacity of each pump. The pump capacity will be utilized with the corresponding hour meter readings to determine the flow from the lift station's service area. This analysis shall include an evaluation of the corresponding force main capacity for each of the lift stations.

9. SPN will quantify the extent of infiltration and inflow throughout the wastewater collection system utilizing the above-described lift station flow calculations; any flow monitor data previously collected; and the records of water use provided by the City. To the extent possible, SPN will also identify areas which appear to be experiencing excessive inflow and infiltration.

10. Hydraulic Model by HDR

    a. Import the File Geodatabase into an ICM sewer system hydraulic model.

    b. Perform a "dry-run" hydraulic analysis to determine continuity errors and data gaps.

c. Develop a field verification plan to identify areas that need additional field verification, based on the initial hydraulic modeling results.

d. It is assumed that one model review meeting will be held with SPN and the City to go over the results of the "dry-run" and discuss preliminary results and data gaps.

e. Incorporate adjusted field survey data (as required) into the sewer model.

f. Load existing dry weather and wet weather flows into the hydraulic model, based upon existing flow data provided by SPN.

g. Complete quality control (QC) review of the model.

h. Conduct meeting with SPN and City planning staff to discuss current and future development and land use assumptions to be incorporated into the Sewer Model.

i. Confirm applicable master planning wastewater collection system design criteria.

j. Develop a spatial coverage of future flows for loading into the hydraulic model. Future flows to be developed in conjunction with SPN and City staff and will be based on known development information and the future development assumptions developed by City staff.

k. Perform a hydraulic analysis on the existing and future system alternatives to identify deficiencies and identify necessary upgrades.

l. Identify the discrete system improvements needed to correct the deficiencies identified during the system analysis described above. Develop a list of Capital Improvement Program (CIP) project for further review.

m. Complete quality control (QC) review of the model and results.

n. Conduct sanitary sewer collection system model review meeting.

o. Following review and responses from model review meetings, prepare model analysis write up for SPN to include in full report.

p. Address SPN and City comments on initial draft of model analysis.

q. Assumptions
   i. The City will provide all field survey necessary to develop a working GIS background for model development.

11. **HDR** will provide the following evaluation and information.

    a. Flow Projections
        i. Existing Flows: HDR will review data on existing flows including:
            - Average annual
            - Winter
            - Maximum month
            - Maximum day
            - Note: Data developed in previous studies will be used in this evaluation to avoid duplication of efforts, but will be verified independently, as well.
        ii. Projected Flows
            - HDR will utilize the historical water demands to evaluate trends and project the average and maximum flow projections for the future to the design year.
            - Coordinate with SPN and City for current population projections.

    b. Loadings
        i. HDR will review the existing influent and effluent wastewater data, as well as at various locations throughout the treatment process as needed for the individual evaluations. Parameters will include (if available):
            - Total Suspended Solids (TSS)
            - Biological oxygen demand (BOD)
            - Chemical oxygen demand (COD)
            - Ammonia (NH3)
            - Phosphorus (P)
            - Total Nitrogen/Total Kjeldahl Nitrogen (TN/TKN)

    c. Process Modeling
        i. Unit performance and Capacity - Develop existing mass balance model.
        ii. Process Limitations – Review existing BioWin™ Model.
        iii. Hydraulic Bottlenecks and Filtration.

    d. Capacity Analysis
        i. Process Limitations
        ii. Alternatives for Process Expansion
        iii. Hydraulic Constraints
        iv. Constraints/Options to Increase Hydraulic Capacity

    e. Prepare analysis write up for SPN to include in full report.

12. SPN will provide a general economic analysis of alternatives for the correction of identified deficiencies. SPN will meet with the City to discuss, prioritize, phase and/or coordinate potential projects recommended to correct the identified deficiencies with other projects the City may have planned in the foreseeable future.

13. SPN will complete a review of the City's existing rate structure for the wastewater system to determine its adequacy to cover current and projected operation and maintenance costs. This analysis will also be extended to each recommended improvement project to provide an estimated rate increase that would be associated with each chosen project.

14. SPN will prepare a written report, with maps and sketches, setting forth the findings and recommendations. SPN will provide copies of said report to the City and meet with the City to review said report.

15. SPN will assist the City in the presentation of the findings and recommendations of the report at applicable public hearings.

16. SPN will assist the City and Planning and Development District 3 in the preparation of applications for each chosen improvement for inclusion on the State Intended Use Plan and State Water Plan and represent the City meetings of the State Board of Water and Natural Resources. SPN shall not be responsible for failure of the City to be listed on the State Water Plan.

The duties and responsibilities of SPN may be amended and supplemented by an amendment to this Agreement.

SPN intends to render our services under this Letter of Agreement in accordance with generally accepted professional practices for the intended use of the Project. SPN makes no warranty either express or implied.

Compensation: By authorizing SPN to proceed with the Project, the Client agrees to compensate SPN for the work completed on the basis of the hourly rates and charges as per SPN's standard Schedule of Hourly Rates and Charges in effect at the time the services are provided. For purposes of budgeting, the total compensation paid to SPN for the services rendered in accordance with the scope of work described herein has been estimated to be **$192,000**. It is recognized by all parties that the actual charges may vary from the amount estimated above. In the event the actual charges are below the estimated amount the Client shall not be required to pay more than the final amount as invoiced by SPN. The compensation shall not exceed the total estimated amount unless approved in by the Client.

The total estimated compensation for SPN's services includes all labor, overhead, profit, Reimbursable Expenses, and Engineer's Sub-consultants' charges.

The Client further agrees to compensate SPN for Additional Services which are defined as those not specifically described in the Scope of Work as set forth above and performed as directed by the Client. The Client hereby agrees to compensate SPN for personnel services on the basis of the actual costs and reimbursable expenses incurred on the basis of the hourly rates and charges in effect at the time the services are

performed. Reimbursable expenses are defined as: a) Vehicle miles charged at the rate of $0.70 per vehicle mile if a company owned vehicle, or actual cost of rental vehicles; b) Meals and lodging at costs incurred by SPN; and c) Costs of independent consulting and testing services plus an assumed risk fee of 10% of the incurred cost.

Period of Service: SPN's services and compensation under this Letter of Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through the completion of the Project. The services set forth in the Scope of Work as outlined in this Letter of Agreement will be completed and the final report submitted to the Client within **Twelve (12) months** after receipt by SPN of written Notice to Proceed from the Client. Such time may be extended by mutual consent of both parties hereto in the event completion is delayed through no fault of SPN.

Client's Responsibilities: The Public Works Director shall be designated as the person authorized to act as the Client's representative. Any other individual who is designated to act as the Client's representative shall be identified. The Client's representative shall receive and examine documents submitted by SPN, interpret and define the Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of SPN's services.

The Client shall, in a timely manner, provide to SPN all of the Client's requirements for the completion of the work tasks comprising the Project including, but not limited to, special criteria related to the Project and full information as to Project objectives and constraints (such as space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations).

The Client shall be responsible for the preparation and submittal of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.

The Client shall be responsible for the preparation or review of environmental assessments and impact statements; the review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and for all assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

The Client shall be responsible for all revisions of studies and reports that have previously been approved by the Client, or when such revisions are due to causes beyond the control of SPN.

The Client shall furnish to SPN all existing studies, reports, maps and other available data pertinent to the Project. The Client shall furnish soils data as requested by SPN with appropriate professional interpretation.

The Client shall furnish or obtain permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.

The Client shall compensate SPN for services rendered under this Agreement.

Site Access: The Client shall obtain all ownership of property or easements, rights-of-way and permits as may be necessary and/or shall guarantee full and free access for SPN to enter upon all public and private property required for the performance of SPN's services under this Agreement. SPN will take precautions to minimize damage due to these activities. The Client shall be responsible for any damage that may be caused and costs of restoration.

Dispute Resolution: Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, reasonable attorney fees and court costs incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Billings & Payments: Invoices for the services of SPN shall be submitted, at SPN's option, either upon completion of such services or on a monthly basis. Invoices shall be due and owing within thirty (30) days of the invoice date. Past due amounts owed shall include a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: To the fullest extent permitted by law, the Client shall indemnify and hold harmless SPN, SPN's officers, directors, partners and employees and SPN's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees and the Client's Consultants in the performance and furnishing of SPN's services under this Agreement.

Certifications: SPN shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence that SPN cannot ascertain.

Limitation of Liability: The Client and SPN have discussed their risks, rewards and benefits of the Project and SPN's fees for services to be performed. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, SPN's total liability to the Client and to any other individual or entity claiming by, through or under the Client any cost, loss or damages caused wholly or in part due to SPN's professional negligent acts, errors, or omissions, such that the total aggregate liability of SPN to those named shall not exceed Fifty Thousand Dollars ($50,000) or SPN's total fee for services rendered on this Project, whichever is greater.

General Conditions: Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Termination of Services: If the Client fails to make payments due SPN within the thirty (30) day period set forth above, SPN may, after giving seven days' written notice to the Client, and without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend or terminate services under this Letter of Agreement.

This Letter of Agreement may be terminated for any reason by either party by seven days' written notice. If this Agreement is terminated, SPN shall be paid for services performed to the termination notice date including Reimbursable Expenses.

Ownership of Documents: All studies, reports, and other work products of SPN for this Project are instruments of service for the Project only and shall remain the property of SPN whether the Project is completed or not. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others. However, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without written verification or adaptation by SPN, for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to SPN and the Client shall indemnify and hold harmless SPN and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting therefrom.

Opinions of Probable Cost: SPN's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of SPN's experience and qualifications and represent SPN's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. However, since SPN has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, SPN cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by SPN.

Acceptance/Notice to Proceed: By signing this Letter of Agreement the Client accepts the terms and conditions as set forth herein and hereby authorizes SPN to proceed with the performance of the services as set forth herein effective the date of this letter.

CITY OF MITCHELL

MITCHELL, SOUTH DAKOTA

By: _____

Title: Mayor

ATTEST

By: _____

Title: _____

Date of Acceptance: _____

SCHMUCKER, PAUL, NOHR & ASSOC. INC.
MITCHELL, SOUTH DAKOTA

By: _____

Title: Project Manager/Associate

ATTEST

By: _____

Title: Principal

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:	January 20, 2026	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	N/A Enterprise Fund
Agenda Item:	Action to Approve Agreement #A2026-10, Design and Bidding Services with AE2S for a Meter Vault for Randall Rural Water Project
Explanation/Background of Agenda Item Requested:	The Randall Rural Water to Mitchell project requires the City of Mitchell to add a meter vault downstream of the Randall Rural Water meter vault. City staff and AE2S have been working with Randall Rural Water and their design-build team on the project. During that process, it was determined that the City would be required to have a separate vault from the vault included in the Randall Rural Water project. The City's meter vault will allow us to monitor water quality and assist in controlling flow to the City. AE2S was requested to provide the design and bidding services for the proposed meter vault. City staff recommends council approval for the above-described services by AE2S at an hourly rate not to exceed amount of $40,380.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 30, 2026 ("Effective Date") between City of Mitchell ("Owner") and Advanced Engineering and Environmental Services, LLC ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Mitchell – Randall Community Water District Vault and Connection ("Project"). Engineer's services under this Agreement ("Services") are generally identified as: design phase and bidding phase services for a meter and control valve vault to connect Randall Community Water District (RCWD) to the City's pump station.

Owner and Engineer further agree as follows:

1.01 *Services of Engineer*

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

1. Phase 040 – Final Design Phase Services

a. Task 01 – Project Management

1) Project Setup and Scheduling.

2) Provide project team and Owner coordination and communications to keep project on budget and schedule.

3) Prepare and finalize bidding and contract documents (front-end specifications).

4) Prepare and submit invoices to Owner.

b. Task 02 – Project Design Meetings

1) Prepare for and attend virtually the following meetings:

a) One (1) project kickoff meeting with Owner.

b) Up to three (3) design meetings with vault supplier.

c) Up to (2) design meetings with RCWD controls personnel.

d) One (1) 90-percent design deliverable meeting with Owner.

c. Task 03 – Civil Design

1) Provide design services (preparation and finalization of plans and specifications) related to the following:

a) Placement of vault.

b) Grading around vault.

c) Pipe connections to RCWD vault.

d) Pipe connections to Mitchell pump station.

e) Pipe connection and valving between reservoir inlet and outlet piping.

d. Task 04 – Process Design

1) Provide design services (preparation and finalization of plans and specifications) related to the following tasks:

a) Piping, valving, and instrumentation within the vault.

b) Chemical feed improvements (phosphate) within pump station.

c) Coordination with electrical design.

e. Task 05 – Structural Design

1) Provide design services (preparation and finalization of plans and specifications) related to the following tasks:

a) Review previous geotechnical reports and assist in placement of the vault.

b) Structural specifications related to vault.

f. Task 06 – Electrical Design

1) Provide design services (preparation and finalization of plans and specifications) related to the following tasks:

a) Electrical service and communication to vault from pump station.

b) Confirmation of electrical demands from vault.

c) Valving, instrumentation, power requirements, lighting, and HVAC requirements of the vault.

d) Controls design of valving and equipment within vault.

e) Coordination of controls design and interconnection to Randall vault.

f) Chemical feed system power supply and controls within pump station.

g) Chemical gas detectors in pump station lower level.

2. Phase 050 – Bidding and Negotiations

a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

d. Consult with Owner as to the qualifications of prospective contractors.

e. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors,

provided that such proposals are allowed by the bidding-related documents prior to award of contracts for the Work.

g. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

3. Assumptions
   a. Engineer assumes the following:
      1) No additional geotechnical exploration is required.
      2) No additional boundary or topographic survey is required.
      3) No subconsultants are intended to be used.
      4) Project to be designed utilizing performance specifications and general site plans.
      5) Controls narrative to be provided by Owner's controls integrator.

2.01 *Owner's Responsibilities*

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 *Schedule for Rendering Services*

A. Engineer shall complete its Services within the following specific time period: N/A. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 *Invoices and Payments*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. *Obligation to Pay*: Owner's obligation to pay for Engineer's services under this Agreement is not contingent on Owner's ability to obtain financing, third-party payments, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which Engineer is not involved, Owner's successful completion of a project, or any other event. No retainage will be withheld. Engineer's compensation is exclusive of any applicable sales or use taxes imposed by any governmental authority on Engineer's compensation under this Agreement. Owner shall reimburse Engineer for the cost of such sales or use taxes. Engineer's invoices shall state all such applicable sales or use taxes, if any.

C. *Payment*: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion. All payments under this Agreement shall be in United States Dollars.

D. *Failure to Pay*: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving seven days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2. Payments will be credited first to interest and then to principal.

E. *Reimbursable Expenses*: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subconsultant charges, all equal to the rates stated in Appendix 1.

F. *Basis of Payment*

1. *Hourly Rates*: Owner shall pay Engineer for Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. Engineer's Standard Hourly Rates and Reimbursable Expenses are attached as Appendix 1.

c. The total compensation for Services and reimbursement of expenses is estimated to be $40,380.00.

G. *Additional Services*: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates and reimbursable expenses are attached as Appendix 1.

5.01 *Termination*

A. *Termination for Cause*

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. *Termination for Convenience*: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. *Payments Upon Termination*: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or sub-consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences,

or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.

C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute, after which, if such negotiations are unsuccessful, the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the State of South Dakota, without regard to its conflicts of laws principles.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 *Definitions*

A. Contractor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Successors, Assigns, and Beneficiaries*

A. *Successors and Assigns*

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. *Beneficiaries*: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and

responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 *Total Agreement*

A. This Agreement, including any expressly incorporated attachments, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. Attachments expressly incorporated into this Agreement:

1. Appendix 1, Engineer's Standard Hourly Rates and Reimbursable Expenses

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

City of Mitchell

By:

Date:
Name: Jordan Hanson
Title: Mayor

Address for giving notices:
City of Mitchell

612 North Main Street
Mitchell, SD 57301

Designated Representative:
Name: Joe Schroeder, P.E.
Title: Public Works Director-City Engineer
Address:
612 North Main Street
Mitchell, SD 57301

Phone: 605-995-8433
Email: Joe.Schroeder@cityofmitchellsd.gov

ENGINEER:

Advanced Engineering and Environmental Services, LLC

By:

Date:
Name: Matt Erickson
Title: Operations Manager

Address for giving notices:
Advanced Engineering and
Environmental Services, LLC
4050 Garden View Drive, Suite 200
Grand Forks, ND 58201

Designated Representative
Name: Matt Erickson
Title: Operations Manager
Address:
2401 West Trevi Place, Suite 100
Sioux Falls, SD 57108

Phone: 605-275-5620
Email: matt.erickson@ae2s.com

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:	January 20, 2026	**Requested By:**	Dean Knippling
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2026-11, Equitable Sharing Agreement and Certification		
Explanation/Background of Agenda Item Requested:	This agreement is a yearly agreement that allows the Police Department to be eligible to submit sharing requests and receive sharing proceeds through the Department of Justice Equitable Sharing Program. This is a program in which the proceeds of liquidated seized assets from asset forfeitures are shared between state and federal law enforcement authorities.		

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: SD0170100
Agency Name: Mitchell Dept. Of Public Safety Police Division **Type:** Police Department
Mailing Address: 201 W 1ST AVE
MITCHELL, SD 57301

Agency Finance Contact
Name: Knippling, Dean
Phone: 6059958400 **Email:** Dean.Knippling@Cityofmitchellsd.gov

Jurisdiction Finance Contact
Name: Bathke, Michelle
Phone: 6059958420 **Email:** mbathke@cityofmitchell.org

ESAC Preparer
Name: Knippling, Dean
Phone: 6059958400 **Email:** Dean.Knippling@CityofMitchellsd.gov

FY End Date: 12/31/2025 **Agency FY 2026 Budget:** $4,398,845.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$0.00
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Other Income	$0.00	$0.00
4	Interest Income	$0.00	$0.00
5	Total Equitable Sharing Funds Received (total of lines 2-4)	$0.00	$0.00
6	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	$0.00	$0.00

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$0.00	$0.00
	Total	$0.00	$0.00

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Tolsma, Jay
Company: ELO Certified Public Accountants
Phone: 605-996-7717 **Email:** Jay@elocpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-12-GSAFAC-0000383515

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name:Knippling, Dean
Title: Chief of Public Safety
Email: Dean.Knippling@CityofMitchellsd.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Hanson, Jordan
Title: Mayor-City of Mitchell
Email: jordan.hanson@cityofmitchellsd.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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:	January 20, 2026	**Requested By:**	Kevin Nelson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	$1,053,000		
Agenda Item:	Action to Approve Agreement #A2026-12, Par 3 Golf Concept Plan with Norby		
Explanation/Background of Agenda Item Requested:	The agreement with Norby Golf Course Design, Inc .is for the preliminary concept plan portion of the work. The full plan work is scheduled to take place later this year. The preliminary concept portion of the design is $9,400 and has been approved by the Golf Board. Staff recommends approval.		

NORBY
Golf Course Design, Inc.

Agreement dated January 7, 2026 between the City of Mitchell, South Dakota (City) and Norby Golf Course Design, Inc. (Golf Course Designer) for design and consulting services relating to the design of a new par 3 short course at Lakeview Golf Course in Mitchell, South Dakota. This proposal is based upon a fixed fee for the scope of work defined below.

SCOPE OF SERVICES;

Norby Golf Course Design, Inc. shall provide the following additional services:

I. Par 3 Concept Plan

Prepare a preliminary conceptual plan for a new par three golf course to be located north of the existing clubhouse. It is assumed that the par 3 course will be 5 to 8 holes. The Concept Plan will indicate the proposed course routing as wells as the yardage for each hole and the approximate location of tees and bunkers.

Following review by the Owner, the Golf Course Designer will make any requested revisions and then prepare a full-color plan suitable for public display and fundraising.

Prepare a Preliminary Estimate of Probable Construction Cost.

COST OF SERVICES

The Golf Course Designer shall be compensated on a fixed fee basis for the services described herein. The total fee for the described services shall be ninety-four hundred dollars ($9,400.00).

All direct project expenses for travel, telephone, postage, shipping, printing and reproductions shall be considered reimbursable and are *included in the above referenced fee.*

TERMS OF PAYMENT

Requests for payment shall be made as follows:

$7,000.00 upon completion of the Preliminary Concept Plan
$1,600.00 upon completion of the full color Concept Plan\
$800.00 upon completion of the cost estimate

Payments shall be due thirty (30) days from the invoice date. Any unpaid balance, after 30 days, shall be subject to a 1.25% (15% annually) monthly service charge.

OWNER'S RESPONSIBILITIES

The Owner shall:

a. Provide information, aerial photography, topographic mapping, surveys, reports and professional recommendations, including but not limited to, boundary survey, topographic survey, existing irrigation system as-built drawings, soil data, existing vegetation and wetlands data for use by the Golf Course Designer. Course mapping shall include fairway outlines and the locations of tees, greens, bunkers, trees, cart paths, buildings, fencing and other planimetric features. The Golf

131 Highland Drive Caver, Minnesota 55315 / Phone: (612)865-3418

Course Designer shall not be responsible for surveying the property and is entitled to rely on the accuracy and completeness of the information provided by the Owner or others. Aerial photography and topographic mapping shall be provided as a digital file which is compatible with AutoCadd 2024 software and scaleable to 1"=100' with a 2 foot contour interval.

b. Provide all surveying and engineering including SWPP plans, pipe sizing, storm water calculations, etc. if required.
c. Submittal of plans, applications and fees to governing agencies for permits and required approvals prior to construction of the golf course improvements.

MISCELLANEOUS PROVISIONS

This Agreement is the entire and integrated Agreement between the Owner and the Golf Course Designer, and supersedes all prior negotiation, statements or agreement, either written or oral. This Agreement may be amended only by written instruments signed by both the Owner and the Golf Course Designer.

The Golf Course Designer shall have no responsibility for addressing subsurface environmental, off-site drainage, storm water run-off, pipe sizing, wetland mitigation, utilities design, bridge design, surveying, civil engineering or any other related items that may impact the Project or that the *State of South Dakota* requires to be performed by a registered engineer or other licensed design professional.

It is understood that golf course design is a unique and specialized profession which is not licensed in the *State of South Dakota*. Any services or work products which require the signature of a licensed professional shall be provided by others.

Either party may terminate this agreement upon seven (7) days written notice without cause. Upon termination, the Golf Course Designer shall be entitled only to the compensation due for work performed to said date.

This Agreement shall be governed by South Dakota State Law.

This proposal does not include preparation of detailed plans or specifications.

This proposal does not include the collection or payment of sales tax or use tax. Should the payment of taxes be required, said taxes will be billed to the Owner or paid by the Owner.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be construed and governed by the law of the State of South Dakota.

All instruments of professional service prepared by us, including, but not limited to, Drawings and Specifications, shall be jointly owned by the Owner and the Golf Course Designer and shall not be used (1) on other projects; (2) for additions to this Project; or (3) for completion of this Project, without written consent from both the Golf Course Designer and the Owner.

SCHEDULE

The Golf Course Designer will begin work within approximately 8 weeks from acceptance of this agreement. It is anticipated that the Conceptual Plan and cost estimate will require 3 weeks to complete. The Golf Course Designer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

ACCEPTANCE

Submitted by:

Norby Golf Course Design, Inc.
Carver, MN

By

President
Its

January 7, 2026
Date

Agreed:

City of Mitchell
Mitchell, SD

By

President
Its

1/12/2026
Date

Park & Rec Director

1/12/26

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:	January 20, 2026	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	Consideration of proposed policy.
Amount Budgeted in current fiscal year for this item (if applicable):	$0
Agenda Item:	Action to Approve Resolution #R2026-05, Property Clean-up Incentive Policy
Explanation/Background of Agenda Item Requested:	The attached resolution would establish a consistent policy outlining under what conditions the City would reimburse landfill fees for cleaning up properties within the city limits. The policy was reviewed by staff for how the program could function within city processes. To qualify for the incentive, the following conditions must be met: • The property has existing conditions that require the removal of structures or other items in order to use the property for new development. • Improvements would have to be made to the property within 24 months of the clean-up that result in an increase in assessed valuation. • The program would be limited by the amount of budgeted funds in a fiscal year. • The reimbursement would be limited by the documented landfill costs. • An application would need to be made on the approved city form prior to the clean-up. If the policy is approved by the City Council, staff will bring back the application form for discussion and approval. The City would need to budget funds in the general fund to reimburse the landfill for any refunds issued for property clean up. If the City Council does not approve budget funds in any fiscal year, then the program would not be available for that year.

Resolution #R2026-05
A Resolution Establishing a Property Clean-up Incentive Program in the City of Mitchell.

WHEREAS, landfill fees are a dedicated revenue source for the costs of maintaining the Mitchell Regional Landfill;

WHEREAS, the Mitchell Regional Landfill is a self-supporting enterprise fund that sets fees and charges at a rate that will fully cover the costs of maintaining the landfill;

WHEREAS, the policy of the Mitchell Regional Landfill is that users of the landfill must pay the fees as set by the City Council as part of the fees resolution;

WHEREAS, the City of Mitchell has received requests to waive landfill fees in order to facilitate property clean-up for housing and economic development opportunities in the City of Mitchell;

WHEREAS, there are times that the property clean-up will result in additional tax dollars to the City of Mitchell either through property tax valuation increases or sales tax increases;

WHEREAS, the City of Mitchell would like to provide refunds as an incentive to developers that are looking to improve property conditions within the City of Mitchell;

WHEREAS, the City of Mitchell believes the refund incentive program should be established and available to all who meet the criteria as a method to encourage economic development and growth in the community;

THEREFORE, BE IT RESOLVED that the Landfill Fee Refund Incentive Program be established for new or expanding developments in the City of Mitchell if the following program criteria are met:

- The refund program is available for properties that have existing conditions that require the removal of structures or other items in order to use the property for new development.
- A refund of the landfill costs is available if improvements are made on the property within 24 months of the cleanup. The improvements require an increase in the assessed value for the property.
- The reimbursement program is limited by the amount of budgeted funds available in a fiscal year.
- The reimbursement cannot exceed the landfill costs as documented by the Mitchell Regional Landfill.
- To qualify for the grant incentive program, an application must be made on the approved City form and approved prior to the clean-up of the property.

Dated this _____ day of January, _____

_____
Mayor

Attest:

_____

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:	January 20, 2026	**Requested By:**	Joe Schroeder

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Action to Approve Resolution #R2026-06, Vacation of Public Right-of-Way, portion of Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property
Explanation/Background of Agenda Item Requested:	Petitioner GHB LLC, owner of Lots One (1), Two (2), Three (3), Four (4), and Five (5), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof as filed for the record in Book 8 of Miscellaneous Records, Page 198 thereof on June 15, 1903 in the records of the Register of Deeds Davison County, South Dakota; Greg & Cindy Sheesley owner of Lot Six (6), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof & the 91.3 x 300 feet South of Lots Five (5) and Six (6), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof; Duff Dens LLC, owner of Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof; respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate right-of way described as set forth below pursuant to the statues in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitioners respectfully show and represent the following: The portion Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property. True copies of which are attached to the Petition on file with the City Finance Officer. Planning Commission motioned to recommend approval the vacation of the right of way. All present voting aye; motion carried See Planning Commission Unsigned Minutes 01-12-26.

RESOLUTION #R2026-06

WHEREAS, The petitions and consent in writing of GHB LLC, owner of Lots One (1), Two (2), Three (3), Four (4), and Five (5), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof as filed for the record in Book 8 of Miscellaneous Records, Page 198 thereof on June 15, 1903 in the records of the Register of Deeds Davison County, South Dakota; Greg & Cindy Sheesley owner of Lot Six (6), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof & the 91.3 x 300 feet South of Lots Five (5) and Six (6), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof; Duff Dens LLC, owner of Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof; respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate right-of way described as set forth below pursuant to the statues in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitioners respectfully show and represent the following:

That portion of Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property.

WHEREAS, true copies of which are attached to the Petition on file with the City Finance Officer.

WHEREAS, the petition was presented to the City Council of Mitchell, South Dakota, in a regular meeting assembled on the 20th day of January, 2026.

WHEREAS, this council did thereupon consider said petition and did find that said Petition and Consent in writing requesting and consenting to the vacation of said alley was signed by all the owners of property abutting the road sought to be vacated; and,

WHEREAS, this Council did, by proper motion, made, seconded and carried in regular meeting assembled on the 20th day of January, 2026 deem it proper that the matter be proceeded with and did order that the said Petition be filed with the City Finance Officer and did order said Finance Officer to give notice of a hearing thereon, by publication, as required by law, that said Petition had been filed and that the same would be heard and considered by the Governing Body of the City on the 20th day of January, 2026 at 6:00 PM. In the Chambers of the City Council of the City of Mitchell Davison County South Dakota;

WHEREAS, said Council did meet to consider and hear said Petition on the 20th day of January, 2026 at the time and place specified in said Notice, and that the said Petition was duly heard and considered by this Council, the Petitioners and consideration of those objecting were heard by Council were presented in regards to said Petition, writing or otherwise; and,

WHEREAS, this Council having duly heard and considered said Petition finds:

1. That due notice of the hearing of said Petition was given by the City Finance Officer by publication of a Notice thereof in the form prescribed by law in the *Mitchell Republic*, a newspaper, printed and published in the City of Mitchell, South Dakota, for two (2) successive weeks, to-wit: December 31, 2025 and January, 7, 2026.

2. That the Petitioners are the sole owners of all of the property abutting the alley right-of-way requested to be vacated and have requested that the said alley right-of-way be vacated. Said owners having consented in writing to the vacation of the said alley and which consent is made part of the said Petition.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 20th day of January, 2026 that alley identified as that portion Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property owned by GHB LLC, Greg & Cindy Sheesley and Duff Dens LLC is hereby vacated.

Adopted by the Mitchell, South Dakota City Council in regular session this 20th day of January, 2026 with:

__Votes cast in favor of adoption
__Votes cast against adoption
__Votes abstaining

_____

Jordan Hanson, Mayor

ATTEST:

_____

Michelle Bathke, Finance Officer

(seal)

PETITION FOR VACATION AND CONDITIONAL GRANT OF UTILITY EASEMENT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA:

The undersigned, being the owners of real property abutting a portion of undeveloped right of way ("Bailey Metal Fab Alley") hereinafter described, hereby petition this governing body, subject to the conditional easements included herein, to vacate said right of way pursuant to the statutes in such cases made, and provided, particularly SDCL 9-45-7, et. seq., and the petitioners respectfully show and represent the following:

1. GHB LLC owns:

Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof as filed for the record in Book 8 of Miscellaneous Records, Page 198 thereof on June 15, 1903 in the records of the Register of Deeds, Davison County, South Dakota; (hereinafter the "GHB Property").

2. Greg and Cindy Sheesley own:

Lot Six (6), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof.

The 91.3 x 300 Feet South of Lots Five (5) and Six (6), Block Fifty-Six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof; (hereinafter the Sheesley Property").

3. Duff Dens, LLC owns:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof; (hereinafter the Duff Dens Property").

4. The subject right of way to be vacated is that portion of Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property.

5. An illustration of the portion of right of way proposed to be vacated is attached hereto and marked Exhibit "A" and by this reference is incorporated herein.

6. The alley sought to be vacated was never improved.

7. The above properties constitute all of the land adjoining the portion of the Bailey Metal Fab Alley sought to be vacated.

8. In the event the City proceeds with vacating the proposed portion of right of way, and in consideration of the grant of such request to vacate, the parties to this Petition ("Granting Parties"), for the portion of the vacated right of way that accrues to each Granting Party, do hereby GRANT, at the time such vacation is approved and effective, the following perpetual easements:

A. To the respective service providers for the continued use, maintenance, repair, and replacement of all utilities currently located within the vacated are, along with the right of ingress, egress, and temporary use of such adjacent space reasonable and supplementary to such use, maintenance, repair, and replacement; and

B. To the City, for the benefit of the public, an easement within the entire vacated area for the purposes of surface water drainage and/or surface water detention as the City deems now or in the future to be appropriate, along with the right to construct, maintain, alter, or complete drainage improvements within the easement area.

C. For each easement, each Granting Party shall be prohibited from placing any landscaping, structure, or other material in the Drainage Easement area unless the City has provided written consent to such placement and then only to the extent expressly permitted in such writing. In the event a Granting Party places such an improvement in the easement area, the Granting Party shall be solely responsible for the repair or replacement of such improvement if the improvement is damaged or destroyed in connection with actions authorized by the easement. Such easements shall constitute covenants running with the land and be binding upon all Granting Parties and their respective successors in interest.

WHEREFORE, Petitioners respectfully pray that the governing body order this Petition to be filed with the City Finance Officer, and direct that notice of the time and place when the Petition will be considered be given by publication once each week for two successive weeks; and that upon said hearing, the governing body adopt a resolution vacating the right of way in the manner requested in this Petition pursuant to SDCL 9-45-7 et seq.

[Signature pages to follow]

Dated this 2nd day of December, 2025.

GHB LLC

By: GREGRY BAILEY
Its: _____

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Davison)

GREGRY BAILEY, being duly sworn on oath, verifies the statements contained in the foregoing Application and states the same are true to the best of Applicant's knowledge and belief.

GREGRY BAILEY

Subscribed and sworn to before me this 2nd day of December, 2025.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 6/24/2031

Dated this 2nd day of December, 2025.

GHB LLC

By: HEIDI BAILEY
Its: _____

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Davison)

HEIDI BAILEY, being duly sworn on oath, verifies the statements contained in the foregoing Application and states the same are true to the best of Applicant's knowledge and belief.

HEIDI BAILEY

Subscribed and sworn to before me this 2nd day of December, 2025.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 6/24/2031

Dated this 2nd day of December, 2025.

Cindy Sheesley
CINDY SHEESLEY

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Davison)

CINDY SHEESLEY, being duly sworn on oath, verifies the statements contained in the foregoing Application and states the same are true to the best of Applicant's knowledge and belief.

Cindy Sheesley
CINDY SHEESLEY

Subscribed and sworn to before me this 2nd day of December, 2025.

(SEAL)

Andrea DeMaranville
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 6/24/2031

Dated this 2nd day of December, 2025.

GREG SHEESLEY

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Davison)

GREG SHEESLEY, being duly sworn on oath, verifies the statements contained in the foregoing Application and states the same are true to the best of Applicant's knowledge and belief.

GREG SHEESLEY

Subscribed and sworn to before me this 2nd day of December, 2025.

(SEAL)

ANDREA DEMARANVILLE
NOTARY PUBLIC SEAL
STATE OF SOUTH DAKOTA

Andrea DeMaranville
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: Sept 24, 2031

Dated this 2nd day of December, 2025.

DUFF DENS, LLC

By: GREGRY BAILEY
Its: OWNER

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Davison)

GREGRY BAILEY, being duly sworn on oath, verifies the statements contained in the foregoing Application and states the same are true to the best of Applicant's knowledge and belief.

GREGRY BAILEY

Subscribed and sworn to before me this 2nd day of December, 2025.

(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 6/24/2031

Dated this 2nd day of December, 2025.

DUFF DENS, LLC

By: HEIDI BAILEY
Its: OWNER

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Davison)

HEIDI BAILEY, being duly sworn on oath, verifies the statements contained in the foregoing Application and states the same are true to the best of Applicant's knowledge and belief.

HEIDI BAILEY

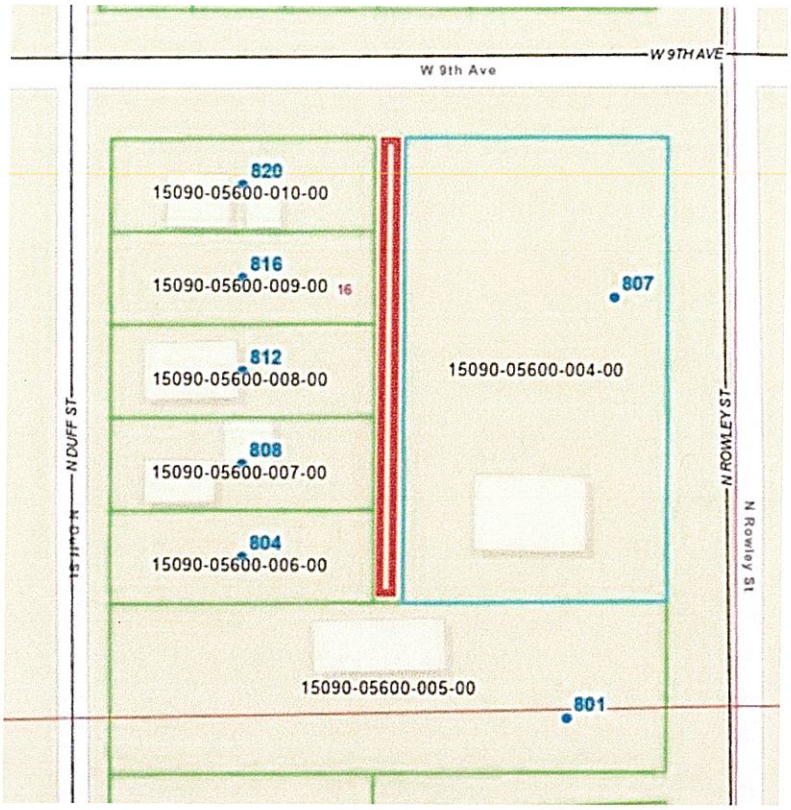
Subscribed and sworn to before me this 2nd day of December, 2025.

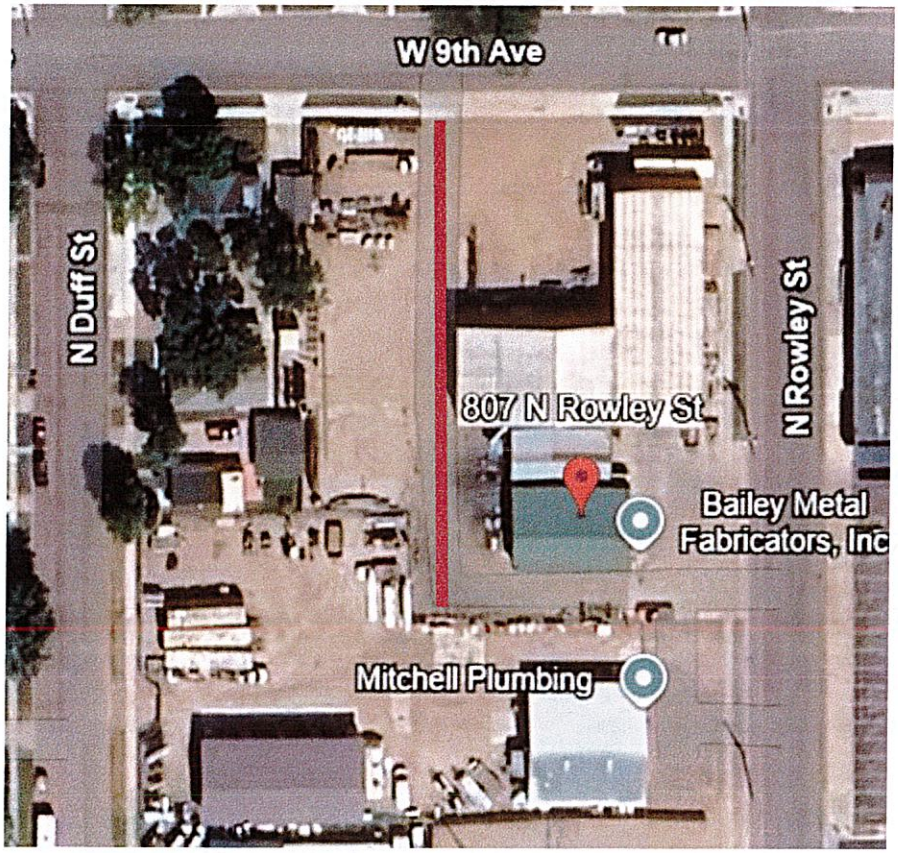
(SEAL)

NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 6/24/2031

EXHIBIT A

Depiction of Right of Way Area to be Vacated





NOTICE OF HEARING

TO: The City of Mitchell Planning Commission, City Council of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that GHB LLC, Greg & Cindy Sheesley and Duff Dens LLC, have petitioned the City Council of the City of Mitchell, Davison County, South Dakota to vacate the following:

Petitioner's request to vacate the portion Bailey Metal Fab Alley which is adjacent to the GHB Property, the Sheesley Property and the Duff Dens Property.

The petitioners are the sole owners of the real property abutting the aforementioned alley, as they own the following real property;

Lots One (1), Two (2), Three (3), Four (4), and Five (5), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof as filed for the record in Book 8 of Miscellaneous Records, Page 198 thereof on June 15, 1903 in the records of the Register of Deeds Davison County, South Dakota is owned by Petitioner GHB LLC.

Lot Six (6), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof & the 91.3 x 300 feet South of Lots Five (5) and Six (6), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof is owned by Petitioners Greg & Cindy Sheesley.

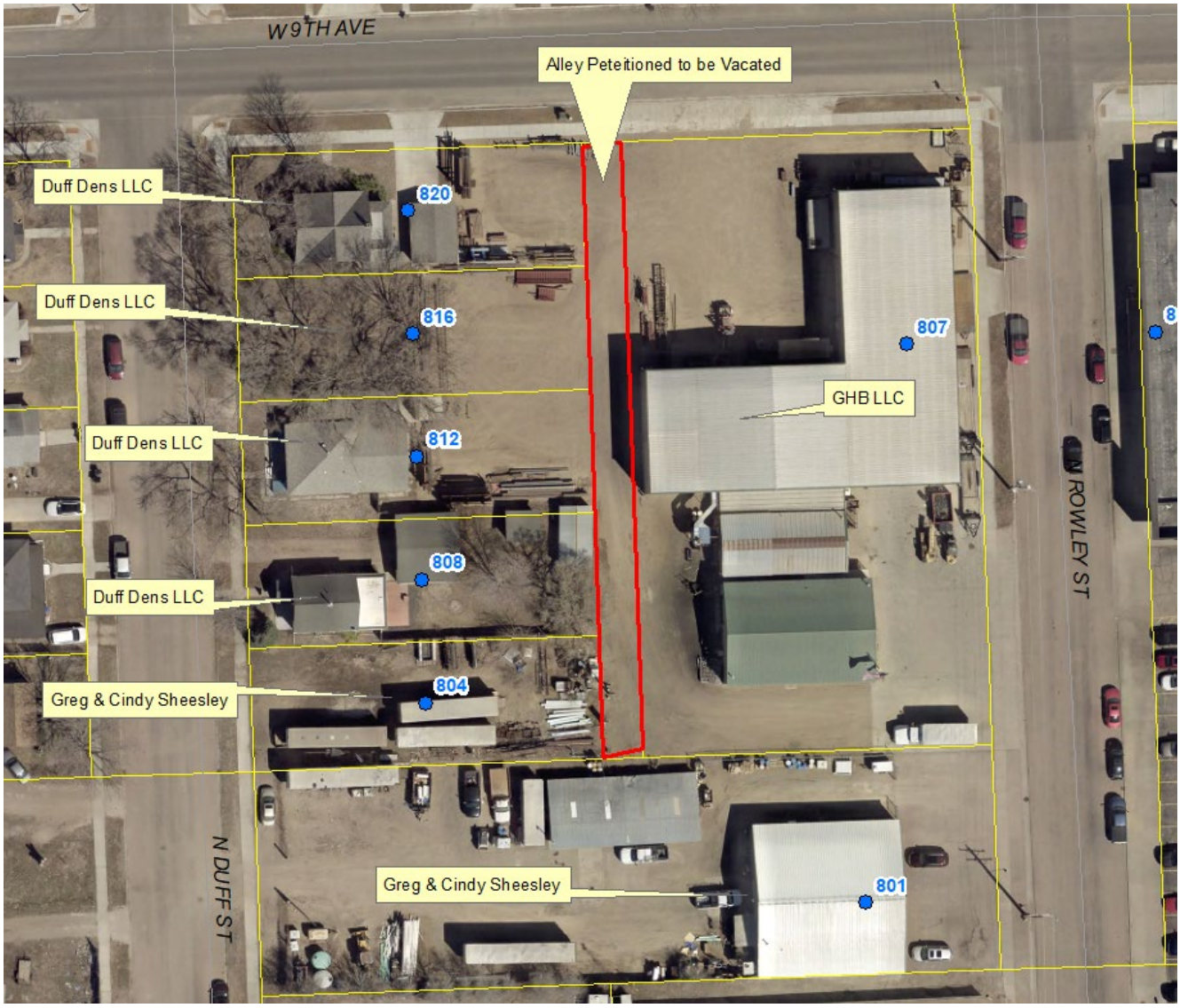
Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Fifty-six (56), Capital Addition to the City of Mitchell, Davison County, South Dakota, according to the recorded plat thereof is owned by Petitioners Duff Dens LLC.

You are hereby notified that a discussion and recommendation will be held by the Planning Commission on Monday, January 12, 2026, 12:00 P.M. (noon) in the City Council Chambers, City Hall, 612 N. Main St, Mitchell, SD and the public hearing by the City Council on Tuesday January 20, 2026 at 6:00 P.M., in the City Council Chambers, City Hall, 612 N. Main St, Mitchell, SD to consider the petition and resolution vacating the said alley. All interested parties may attend and be heard at the public hearing.

Dated this the 23rd day of December, 2025

Michelle Bathke
Finance Officer

Published twice: December 31, 2025 and January 7, 2026
Approximate Cost:


W 9TH AVE
Alley Peteitioned to be Vacated
Duff Dens LLC
820
Duff Dens LLC
816
807
GHB LLC
Duff Dens LLC
812
N ROWLEY ST
808
Duff Dens LLC
Greg & Cindy Sheesley
804
N DUFF ST
Greg & Cindy Sheesley
801

804 N DUFF ST
808 N DUFF ST
812 N DUFF ST
816 N DUFF ST
820 N DUFF ST
NONE
15090-05600-004-00
807 N ROWLEY ST
NONE
NONE
N DUFF ST
NONE
W 9TH AVE

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:	January 20, 2026	**Requested By:**	Justin Johnson

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Second Reading on Ordinance #O2026-01, Modifying Redevelopment Neighborhood Boundaries for Discretionary Formula Purposes
Explanation/Background of Agenda Item Requested:	The City of Mitchell previously adopted an ordinance that allows property owners located in certain districts to take advantage of the discretionary formula for property tax purposes when certain new development or redevelopment occurs. At the time of adoption, the city established the Mitchell West Central Residential Redevelopment Neighborhood which allowed use of the discretionary formula for "Any new residential structure, or addition to or renovation of an existing structure, located within a redevelopment neighborhood, if the new structure, addition, or renovation has a full and true value of five thousand dollars ($5,000.00) or more." The boundaries were the same as the already existing Mitchell West Central Residential historic district. This area was chosen because the boundaries were already established and the property within met the requirements for a redevelopment district. After further consideration and analysis of the greater core of Mitchell, significantly larger areas would qualify to be included in a redevelopment district due to a predominance of deteriorated site improvements. In order to foster more development and improvements in these larger areas, this ordinance would repeal the existing Mitchell West Central Residential Redevelopment Neighborhood and replace it with three new, larger districts. This will allow more properties to take advantage of the discretionary formula if they choose to do so. The area in the repealed district is also included within the new districts, so properties there will still qualify.

ORDINANCE #O2026-01

AN ORDINANCE MODIFYING REDEVELOPMENT NEIGHBORHOOD BOUNDARIES FOR DISCRETIONARY FORMULA PURPOSES

WHEREAS, the City of Mitchell desires to designate new residential redevelopment neighborhoods in order to encourage improvements to deteriorating properties through property tax discretionary formula eligibility.

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

Section 1.

That the Mitchell West Central Residential Redevelopment Neighborhood as defined in Mitchell City Code Section 2-7-3(B) is hereby REPEALED.

Section 2.

That a NEW SUBSECTION be ADDED to the Mitchell City Code as Section 2-7-3(C) to read as follows:

2-7-3(C): Mitchell Core West Residential Redevelopment Neighborhood. The Mitchell Core West Residential Redevelopment Neighborhood is hereby established for discretionary formula purposes. Pursuant to SDCL Section 11-7-3, the Mitchell Core West Residential Redevelopment Neighborhood area is a blighted area due to the predominance of deteriorated site improvements. The Mitchell Core West Residential Redevelopment Neighborhood includes all property within the following boundary:

Beginning at the intersection of Main Street and 12th Avenue, then heading west to the intersection of 12th Avenue and Minnesota Street, then south on Minnesota Street until the intersection of Minnesota Street and 8th Avenue, then west on 8th Avenue until the intersection of 8th Avenue and Ohlman Street, then South on Ohlman Street until the intersection of Ohlman Street and Hanson Avenue, then east along Hanson Avenue until the intersection of Hanson Avenue and Minnesota Street, then north on Minnesota Street until the intersection of Minnesota Street and Ringneck & Western Railroad right-of-way, then east along Ringneck & Western Railroad right-of-way until the intersection of Ringneck & Western Railroad right-of-way with Sanborn Boulevard, then north along Sanborn Boulevard until the intersection of Sanborn Boulevard and Railroad Avenue, then east on Railroad Avenue

until the intersection of Railroad Avenue and Main Street, then north on Main Street to the point of beginning.

Section 3.

That a NEW SUBSECTION be ADDED to the Mitchell City Code as Section 2-7-3(D) to read as follows:

2-7-3(D): Mitchell Core East Residential Redevelopment Neighborhood. The Mitchell Core East Residential Redevelopment Neighborhood is hereby established for discretionary formula purposes. Pursuant to SDCL Section 11-7-3, the Mitchell Core East Residential Redevelopment Neighborhood area is a blighted area due to the predominance of deteriorated site improvements. The Mitchell Core East Residential Redevelopment Neighborhood includes all property within the following boundary:

Beginning at the intersection of Main Street and 12th Avenue, then heading east along 12th Avenue to the intersection of 12th Avenue and Capital Street, then south along Capital Street to the intersection of Capital Street and 11th Avenue, then east along 11th Avenue to the intersection of 11th Avenue and Foster Street, then south along Foster Street to the intersection of Foster Street and Nagle Lane, then east along Nagle Lane to the intersection of Nagle Lane and Calhoun Street, then south along Calhoun Street to the intersection of Calhoun Street and 2nd Avenue, then west along 2nd Avenue to the intersection of 2nd Avenue and Wallace Street, then south along Wallace Street to the intersection of Wallace Street and 1st Avenue, then east along 1st Avenue until the intersection of 1st Avenue and Tiger Street, then south along Tiger Street until the intersection of Tiger Street and Hanson Avenue, then west along Hanson Avenue until the intersection of Hanson Avenue and Charles Street, then south along Charles Street until the intersection of Charles Street and Birch Avenue, then west along Birch Avenue until the intersection of Birch Avenue and Wallace Street, then south along Wallace Street until the intersection of Wallace Street with the corporate limits of the City of Mitchell, then tracing west and south along the corporate limits of the City of Mitchell until the intersection of the corporate limits of the City of Mitchell and Ringneck & Western Railroad right-of-way, then west along Ringneck & Western Railroad right-of-way until the intersection of Ringneck & Western Railroad right-of-way and Railroad Avenue, then west along Railroad Avenue until the intersection of Railroad Avenue and Main Street, then north on Main Street to the point of beginning.

Section 4.

That a NEW SUBSECTION be ADDED to the Mitchell City Code as Section 2-7-3(E) to read as follows:

2-7-3(E): Mitchell Core South Residential Redevelopment Neighborhood. The Mitchell Core South Residential Redevelopment Neighborhood is hereby established for discretionary formula purposes. Pursuant to SDCL Section 11-7-3, the Mitchell Core South Residential Redevelopment Neighborhood area is a blighted area due to the predominance of deteriorated site improvements. The Mitchell Core South Residential Redevelopment Neighborhood includes all property within the following boundary:

Beginning at the intersection of Havens Avenue and North Ohlman Street, then north on Ohlman Street to the intersection of Ohlman Street and Hanson Avenue, then east along Hanson Avenue until the intersection of Hanson Avenue and Minnesota Street, then north on Minnesota Street until the intersection of Minnesota Street and Ringneck & Western Railroad right-of-way, then east along Ringneck & Western Railroad right-of-way until the intersection of Ringneck & Western Railroad right-of-way and Burr Street, then south on Burr Street until the intersection of Burr Street and Havens Avenue, then west on Havens Avenue to the point of beginning.

Section 5.

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

Section 6.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and, unless the referendum is invoked within twenty (20) days after the completed publication, this ordinance shall become effective for taxes assessed in calendar year 2023 and payable in calendar year 2024 and each successive taxation year thereafter unless repealed by the City Council of the City of Mitchell, South Dakota.

Pursuant to SDCL Section 10-6-137.1 and Section 10-6-140, any real property receiving benefit from the previously adopted Discretionary Taxation Ordinance, will continue to be assessed and taxed through the course of the said discretionary formula.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2026.

_____
Jordan Hanson – Mayor

Attest:

(seal)

_____
Michelle Bathke – City Finance Officer

First Reading: _____
Second Reading: _____
Adoption: _____
Published: _____

12th Ave
Minnesota St
8th Ave
Ohlman St
Main St
Minnesota St
Sanborn Blvd
Hanson Ave
Railroad ROW
Railroad Ave

12th Ave
11th Ave
Capital St
Foster St
Nagle Ln
Main St
Calhoun St
Wallace St
2nd Ave
1st Ave
Tiger St
Hanson Ave
Wallace St
Charles St
Birch Ave
Railroad ROW
City Limits

Hanson Ave
Minnesota Ave
Railroad ROW
Ohman St
Burr St
Havens Ave

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:	January 20, 2026	**Requested By:**	Mark Jenniges

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Hearing and First Reading on Ordinance #O2026-02, Rezoning Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District
Explanation/Background of Agenda Item Requested:	AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME. Planning Commission motioned to recommend approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 1-12-26.

ORDINANCE NO. O2026-02

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the _____ day of _____, 2026.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: January 20, 2026
SECOND READING: February 2, 2026
ADOPTION: February 2, 2026

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.

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.

☒ **Rezoning** *$250 application due with the application.*

- Applicant is request to rezone property from R2 District to NS District.

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

- Description of Variance: Click or tap here to enter text.
- Description of Hardship: Click or tap here to enter text.

☐ **Conditional Use Permit** *$150 application fee due with application*

- Description of Conditional Use: Click or tap here to enter text.

☐ **Plat Application** *$100 application fee due with application*

This Application is for the following described real property:

Legal Description: **Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota.**

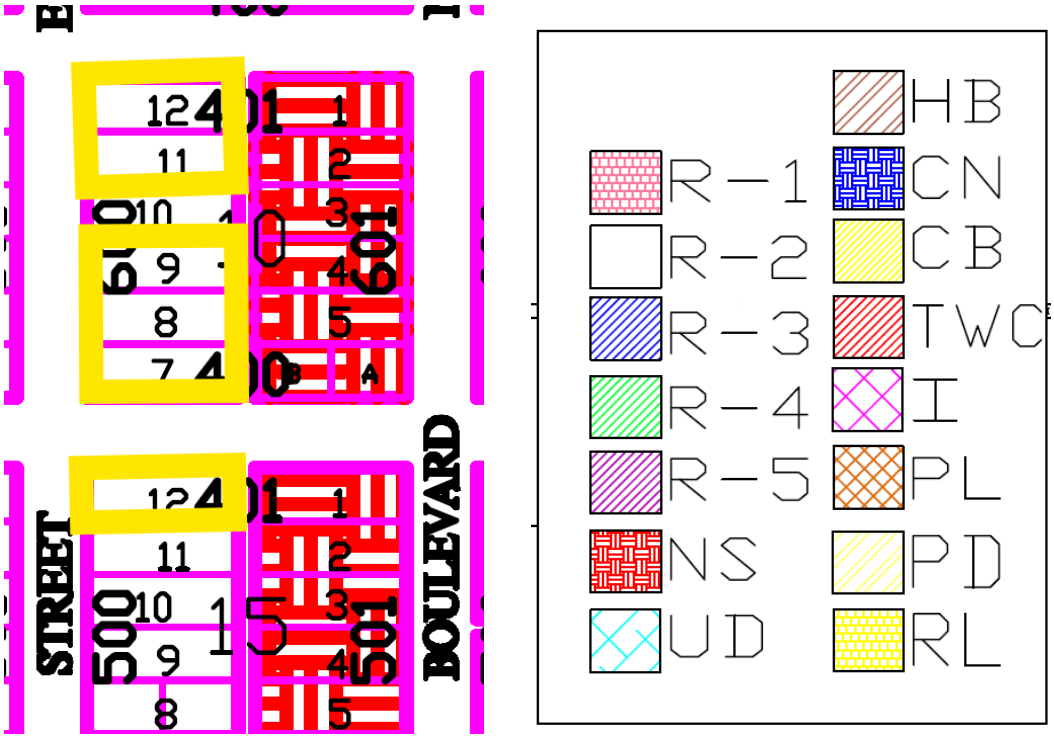
Property Address: **524 N Edmunds & Portions of the 600 Block of N Edmunds**

Dated this 10th of December , 2025.

Dan Ziebarth – Lead Pastor, RiverTree Church
APPLICANT

524 N Edmunds-Glanzer Asset Management LLC (seller) River Tree Church (buyer)
600 Block of N Edmunds-River Tree Church
OWNER

Mitchell Concrete Products Co
Boyd Reimnitz Revoc Liv Trust
Mitchell Concrete Products Co
Dean Robideau
Midwest Mexican Food Inc
Dean & Joann Robideau
Mitchell Concrete Products Co
Midwest Mexican Food Inc
River Tree Church
Rezone from R2 to NS
River Tree Church
Boyd Reimnitz
Michael Reimnitz
Vincent Bertagnole
Dennis Hohn
Boyd Reimnitz Revoc Liv Trust
Corey Lapka
Michael & Jeanne Hauser
River Tree Church
Rezone from R2 to NS
Glanzer Asset Management LLC-Seller
River Tree Church-Buyer
Rezone from R2 to NS
River Tree Church
Janet Thill
Janet Thill
Marshall Sudbeck
Krohmer Properties LLC
Douglass Weber
Lynn Gay
Mid Dakota Properties X LLC
Todd & Alisa Thill
Dustin Kubik
Krohmer Properties LLC
N EDMUNDS ST
N SANBORN BLVD
N WISCONSIN ST
W 7TH AVE
W 6TH AVE


STREET
BOULEVARD
HB
R-1
CN
R-2
CB
R-3
TWC
R-4
I
R-5
PL
NS
PD
UD
RL

NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday January 12, 2026 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Tuesday, January 20, 2026 at 6:00 p.m. and 2nd Reading and Adoption on Monday, February 2, 2026 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

ORDINANCE NO. O2026-

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the _____ day of _____, 2026.

_____
MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: January 20, 2026
SECOND READING: February 2, 2026

ADOPTION: February 2, 2026

Published three times: December 31, 2025 & January 7 & 21, 2026
Approximate Costs:

Dakota District of the Wesleyan Church
601 N Sanborn Blvd
Mitchell, SD 57301

Dennis Hohn
612 N Edmunds St
Mitchell, SD 57301

Mitchell Concrete Products Co Inc
721 N Edmunds St
Mitchell, SD 57301

Dean & Joann Robideau
2500 Shanard Rd
Mitchell, SD 57301

Boyd Reimnitz Revoc Liv Trust
817 N Sanborn Blvd
Mitchell, SD 57301

Midwest Mexican Food Inc
1788 E 10th St
Sioux Falls, SD 57103-1863

Michael Reimnitz
619 N Edmunds St
Mitchell, SD 57301

Vincent Bertagnole
1963 E 3900 S
Salt Lake City, UT 84124-1646

Michael & Jeanie Hauser
2021 W23rd Ave
Mitchell, SD 57301

Corey Lapka
508 W 6th Ave
Mitchell, SD 57301

Janet Thill
517 N Edmunds St
Mitchell, SD 57301

Douglas Weber
Lynn Gay
512 W 3rd Ave
Mitchell, SD 57301

Todd & Alisa Thill
511 N Edmunds St
Mitchell, SD 57301

Glanzer Asset Management LLC
928 Kippes Cove
Mitchell, SD 57301

Marshall Sudbeck
516 N Edmunds St
Mitchell, SD 57301

Mid Dakota Properties X LLC
817 N Sanborn Blvd
Mitchell, SD 57301

Krohmer Properties LLC
PO Box 1264
Mitchell, SD 57301

Dustin Kubik
510 N Edmunds St
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

December 31, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that River Tree Church is requesting the following properties legally described as; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, January 12, 2026 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Tuesday, January 20, 2026 at 6:00 p.m. and 2nd Reading and Adoption on Monday, February 2, 2026 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ https://mitchellsd.portal.civicclerk.com/. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov .

I/We Glanzer Asset Management, LLC
OWNER
524 N Edmunds St
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

December 31, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that River Tree Church is requesting the following properties legally described as; Lot 12, Block 15; Lots 7-9, 11 & 12, Block 10; W ½ of vacated alley starting 5' S of Lot 10 and running south to the southerly lot line of Lot 7, Block 10; all in M.H. Rowley's Second Addition to Town (now City) of Mitchell, Davison County, South Dakota; be changed from Single-Family Residential District to Neighborhood Shopping District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, January 12, 2026 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Tuesday, January 20, 2026 at 6:00 p.m. and 2nd Reading and Adoption on Monday, February 2, 2026 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ https://mitchellsd.portal.civicclerk.com/. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov .

I/We River Tree Church - Dan Zicbarth (Lead Pastor)
OWNER
601 N Sanborn Blvd.
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

December 31, 2025

TO WHOM IT MAY CONCERN:

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I/We Janet Thiel
OWNER
517 North Edmunds
ADDRESS

✓ APPROVE

_____ DISAPPROVE

COMMENTS:

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:	January 20, 2026	**Requested By:**	Mark Jenniges

Desired Action of City Council:	
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Hearing and First Reading on Ordinance #O2026-03, Rezoning Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District
Explanation/Background of Agenda Item Requested:	AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME. Planning Commission motioned to recommend approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 1-12-26.

ORDINANCE NO. O2026-03

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the _____ day of _____, 2026.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: January 20, 2026
SECOND READING: February 2, 2026
ADOPTION: February 2, 2026

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.

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.

☒ **Rezoning** *$250 application due with the application.*

- Applicant is request to rezone property from R4 District to UD District.

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

- Description of Variance: Click or tap here to enter text.
- Description of Hardship: Click or tap here to enter text.

☐ **Conditional Use Permit** *$150 application fee due with application*

- Description of Conditional Use: Click or tap here to enter text.

☐ **Plat Application** *$100 application fee due with application*

This Application is for the following described real property:

Legal Description: **Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.**

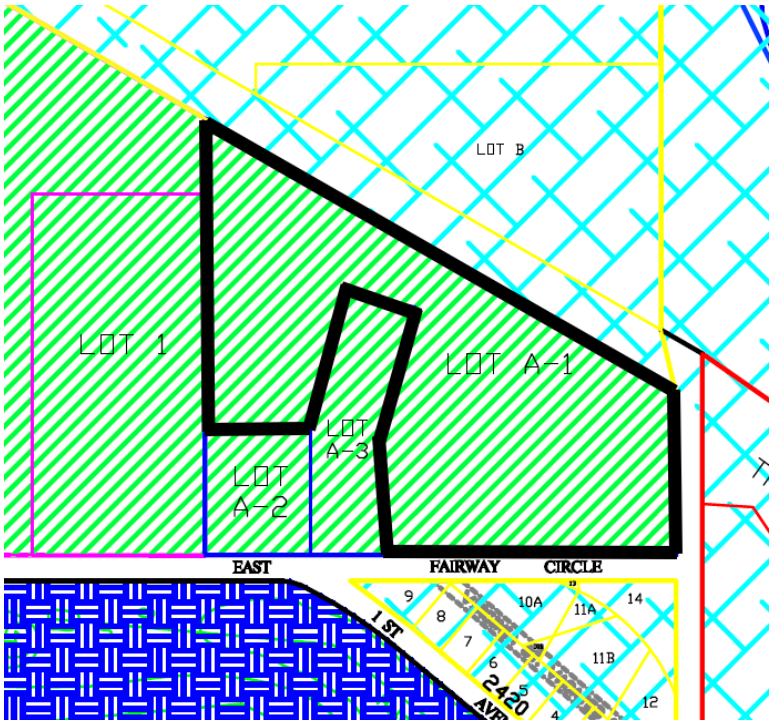
Property Address: **Land abutting 2212 E 1st Ave**

Dated this 8th of December , 2025.

APPLICANT

Railroad Pines LLC
OWNER

William & Barbara Goldammer
Daniel & Diane Deslauriers
Shawn & Patricia Murtha
401
Railroad Pines LLC
Rezone from R4 to UD
FUPA Adventures LLC
220
Firesteel Links LLC
BACKLUND PL
E 1ST AVE
Amy Zens
Dennis & Janet Everson
Dennis & Janet Everson
Dennis & Janet Everson
Dennis & Janet Everson
Dennis & Janet Everson
Drew Boyden
Railroad Pines LLC
24
2420
Ronald Kristensen
Douglas Oster
2440
Michael & Julia Chan
2460
GL Wild Oak LLC


LOT B
LOT 1
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LOT A-2
EAST
FAIRWAY
CIRCLE
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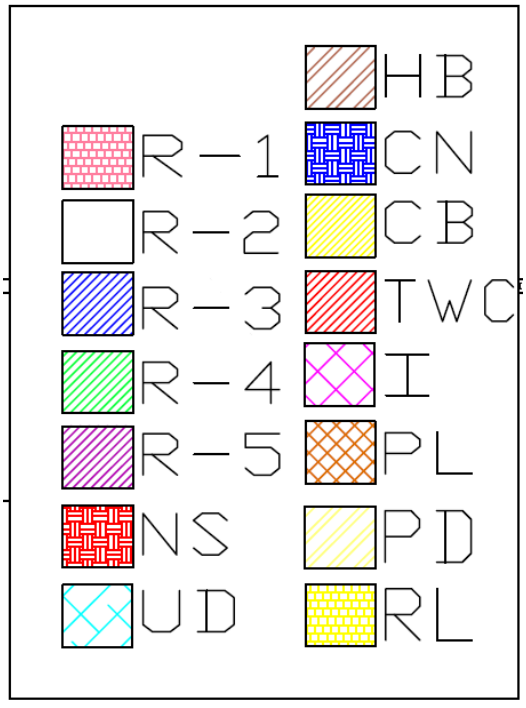
AVE


R-1
R-2
R-3
R-4
R-5
NS
UD
HB
CN
CB
TWC
I
PL
PD
RL

NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday January 12, 2026 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Tuesday, January 20, 2026 at 6:00 p.m. and 2nd Reading and Adoption on Monday, February 2, 2026 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

ORDINANCE NO. O2026-

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the _____ day of _____, 2026.

_____
MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: January 20, 2026
SECOND READING: February 2, 2026
ADOPTION: February 2, 2026

Published three times: December 31, 2025 & January 7 & 21, 2026
Approximate Costs:

Railroad Pines LLC
401 N Gale Road
Mitchell, SD 57301

Daniel & Diane Deslauriers
Revoc Living Trust
401 N Gale Road
Mitchell, SD 57301

William & Barbara Goldammer
Joint Revoc Living Trust
2040 E 8th ve
Mitchell, SD 57301

FUPA Adventures LLC
2202 E 1st Ave
Mitchell, SD 57301

Drew Boyden
PO Box 884
Mitchell, SD 57301

Shawn & Patricia Murtha
Joint Revoc Living Trust
220 N Gale Road
Mitchell, SD 57301

Firesteel Links LLC
2202 E 1St Ave
Mitchell, SD 57301

GL Wild Oak LLC
2500 E 1st Ave
Mitchell, SD 57301

Ronald Kristensen
801 E 1st St
Plankinton, SD 57368-2278

Douglas Oster
2400 E 1st Ave
Mitchell, SD 57301

Amy Zens
2401 Fairway Cr
Mitchell, SD 57301

Dennis & Janet Everson
2441 Fairway Cr
Mitchell, SD 57301

Michael & Julia Chan
2420 E 1st Ave
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

December 31, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Railroad Pines LLC is requesting the following properties legally described as; Lot A-1 of N. Boyden First Addition Less Lot A-3 of N. Boyden First Addition all in the SE ¼ of the NE ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from High Density Residential District to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ https://mitchellsd.portal.civicclerk.com/. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov .

I/We Bill + Barb Goldammer
OWNER
2040 E 8th Ave Mitchell, SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

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I/We Linda Cimpl
OWNER

2212 E 1st Ave Mitchell SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

December 31, 2025

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I/We Shawn Murphy
OWNER
220 N. Gale Rd
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

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I/We Judi Chan
OWNER

2420 E 1st Ave Mitchell SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
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I/We Thuy Linh
OWNER
2401 Fairview Circle, Mitchell, SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

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I/We Dan & Diane DesLauriers
OWNER
401 N Gale Rd - Mitchell
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

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:	January 20, 2026	**Requested By:**	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Discussion on Requiring Survey Before Acquiring a Building Permit		
Explanation/Background of Agenda Item Requested:	City Council Member Mike Bathke requested that the City Council discuss whether the City should require a survey before a building permit can be issued.		