City of Aberdeen Council Agenda

5:30 p.m. Regular Meeting
June 22, 2026
City Council Chambers
123 South Lincoln Street
Aberdeen, South Dakota 57401

1. Call to Order

A. Roll Call

B. Pledge of Allegiance

2. Approval of Agenda

3. Approval of Minutes

A. City Council Meeting of June 15, 2026

4. Open Forum 5:30 to 5:40 p.m. – 1. See format guidelines at the end of Agenda.

5. Consent Calendar – Possible Approval

A. New Mobile Home Park License – receive and place on file: Lakeside Estates

B. Reports and Minutes from City Boards – Receive and place on file:

1. Aberdeen Airport Board Meeting on May 7, 2026
2. KO Lee Library Board Meeting on April 7, 2026, and May 13, 2026
3. Parks & Recreation Board Meeting on May 6, 2026
4. Planning Commission Meeting on April 21, 2026
5. Zoning Adjustment Board Meeting on May 14, 2026

C. Lottery Notice – receive and place on file: Sacred Heart Church, Sidney L. Smith American Legion Post 24, and Zion Lutheran Church

D. Petition of Voluntary Annexation – refer petition to City Engineer, City Attorney, and Planning/Zoning Director for recommendations: RES 26-06-03R - LT 2 Rivett Family 3rd Add. SW & NW 9-123-63

E. Plat: Fairview Second Subdivision to the City of Aberdeen, in the SE¼ of Section 1, Township 123 North, Range 64 West of the 5th P.M., Brown County, South Dakota

F. Set public hearing date on July 6, 2026, at 5:30 p.m. for the Aberdeen Water Tower Improvements Project

G. Community Event Permit: Aberdeen America 250th Committee/DPM's 4th of July Parade contingent upon department approvals

- *Council members may abstain regarding an identified item in the consent calendar and vote to approve the remainder of the items.*

6. Old Business

7. New Business

A. Preliminary presentation on additional funding for the Water Tower and Transmission Line Project and possible approval of Resolution 26-06-07R authorizing an application for Drinking Water Facilities Funding

B. Possible approval of Resolution 26-06-06R Dissolving Tax Increment Financing District Number 8

C. Possible approval of reappointment of Anthony Schwan to the Aberdeen Airport Board for a second five-year term ending June 30, 2031

D. Possible first reading and passage of resolution accepting Employee Handbook and approving benefits deemed to be employee compensation

E. Ratification of Mayor's appointment of Guy Trenhaile to the Board of Ethics

F. Possible approval of payment to close on purchase of real property for public works facility

G. Possible first reading and passage of resolution establishing rules regarding the issuance of special licenses to sell alcoholic beverages

H. Petition to rezone from I-2 & C-2 to C-2, Property at 402 Fifteenth Street S, legally described as Lot 1, Lust Third Addition to the City of Aberdeen, all in the SW¼ of Section 14-Township 123N-Range 64W of the 5th PM, Brown County, South Dakota

I. Possible approval of contract for AE services for a new bus barn for Aberdeen Ride Line

J. Possible approval of Pay Request #1 for 2026 Water Treatment Plant Roof Improvements in the amount of $486,671.42 to Skinner Roofing of Grand Forks, ND

8. Review and Approval of Claims and Payroll

A. Bills: approval of bill list for June 22, 2026

B. Payroll: approval for pay period from June 14, 2026, through June 27, 2026, and city's share of social security, old age, and survivor's insurance, retirement, health, and life insurance

- *Council members may abstain regarding an identified claim in the bill list or payroll and vote to approve the remainder of the bills or payroll*

9. City Manager's Report

10. Adjournment

- **Open Forum:** Open forum provides an opportunity for the public to address the city council with questions, concerns, or comments on items which are not on the agenda. Citizens are asked to sign up to speak prior to the open forum portion of the meeting. The open forum will be limited to ten (10) minutes. If no one is in attendance for the open forum, the regular meeting may begin, unless a majority of the city council agrees to extend the time period. The open forum may not be used to make personal attacks, to air personal grievances, to make political endorsements, or for political campaign purposes. The open forum will not be used as a time for problem solving or reacting to the comments made, but rather for hearing the citizen for informational purposes. The city council may respond with a request for city staff to follow up and report back on any issue raised during the public address time. A presentation may not exceed three minutes in duration.
- **ADA Compliance:** The City of Aberdeen fully subscribes to the provisions of the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of special accommodation(s), please notify the City Finance Office at least eight (8) hours prior to the meeting so appropriate auxiliary aids and services can be made available.
- The regular scheduled City Council Meetings are held on the first, third, and fourth Monday of each month at 5:30 p.m. except when a holiday falls on Monday, in which case the meeting is held at 5:30 p.m. on the next business day.
- **Agenda Packet:** A copy of the subject matter on the city council meeting agenda is available for public distribution at the City Finance Office and available on the city's website at www.aberdeen.sd.us.

MINUTES

ABERDEEN CITY COUNCIL MEETING

City Council Chambers, 123 South Lincoln Street, Municipal Building, Aberdeen, South Dakota, June 15, 2026, at 5:30 p.m., regular meeting of the City Council.

CALL TO ORDER

MEETING ROLL CALL

Present at roll call were City Council Members Rob Ronayne, Erin Fouberg, Charlotte Liebelt, Rich Ward, Talmage Ekanger, Chad Nilson, David Novstrup, and Mayor Travis Schaunaman. Council member Alan Johnson was absent.

City Staff present were Dave McNeil, Ron Wager, Ken Hubbart, Joel Weig, Rich Krokel, Tanner Jondahl, Destin Spellman, and Jordan McQuillen.

PLEDGE OF ALLEGIANCE

Mayor Schaunaman led the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion by Ekanger, second by Nilson, to approve the agenda. Voice vote to approve, all present voting aye, motion carried.

MINUTES

Motion by Liebelt, second by Fouberg, to approve the minutes of the June 1, 2026, City Council Meeting, as circulated. Voice vote to approve, all present voting aye, motion carried.

OPEN FORUM

No one appeared in open forum to address the Council.

CONSENT CALENDAR

Motion by Ekanger, second by Ward, to approve the following items on the consent calendar:

PRIVATE AMBULANCE LICENSE RENEWAL – Aberdeen Ambulance Service

DAY CARE RENEWAL: Natalie Casanova and Jennifer Allison

NEW TRANSIENT MERCHANT OR SOLICITOR-CANVASSER LICENSE: Dagger Pest Control

NEW TAXI CAB DRIVER LICENSE: Amelia Sanders

NEW RESIDENTIAL BUILDING CONTRACTOR LICENSE – Home Rehab, SD Window & Door NC LLC

SET PUBLIC HEARING DATE ON JUNE 15, 2026, at 5:30 p.m. for a Special One Day Retail On-Sale Liquor Licenses for the Aberdeen Downtown Association 2026 Summer Concert Series on June 25, 2026, on Main St, intersection of 5th Ave and Main

SET PUBLIC HEARING DATE ON JUNE 15, 2026, at 5:30 p.m. for a Special One Day Retail On-Sale Liquor Licenses for the Aberdeen Downtown Association 2026 Summer Concert Series on July 9, 2026, on Main St, intersection of 5th Ave and Main

SET PUBLIC HEARING DATE ON JUNE 15, 2026, at 5:30 p.m. for a Special One Day Retail On-Sale Liquor Licenses for the Aberdeen Downtown Association 2026 Summer Concert Series on July 23, 2026, on Main St, intersection of 5th Ave and Main

SET PUBLIC HEARING DATE ON JULY 6, 2026, at 5:30 p.m. for a New Retail On-Off Sale Wine and Cider License for BBs Chophouse Inc., dba BBs Chophouse at 1401 6th Ave SW

SET PUBLIC HEARING DATE ON JULY 6, 2026, at 5:30 p.m. for a new Retail On-Off Malt Beverage & SD Farm Wine License, for BBs Chophouse Inc., dba BBs Chophouse at 1401 6th Ave SW

SET PUBLIC HEARING DATE ON JUNE 22, 2026, at 5:30 p.m. for Ordinance 26-06-01, a petition to rezone certain property at 402 S 15th St

LIST OF BUSINESSES WITH (RB) ON-OFF SALE MALT BEVERAGE & SD FARM WINE RENEWALS for July 2026 – June 2027: Hub City Softball Association Inc. RB-2218, Players Field Sb Concessions RB-28174, Aberdeen Cue Club RB-26188, Cuzco Peruvian Cuisine RB-30196, The Market on the Plaza RB-27585, International Kitchen RB-29709

2026 RETAIL WINE & CIDER RENEWAL for The Market on the Plaza, license number RW-30427

FIREWORKS PUBLIC DISPLAY PERMIT – Aberdeen Parks and Recreation Department/Joel Mann, at Wylie Park on July 4, 2026

COMMUNITY EVENT PERMIT – Aberdeen Downtown Association for the Summer Concert Series on June 25, July 9, and July 23, North Dakota Ladies Run on July 18, 2026,

TRANSPORTATION NETWORK COMPANY LICENSE RENEWAL: Raiser, LLC/Uber

Voice vote to approve, with Ward abstaining to Item L, all present voting aye, motion carried.

NEW BUSINESS

PUBLIC HEARING AND APPROVAL OF A SPECIAL ONE DAY RETAIL ON-SALE LIQUOR LICENSES FOR THE ABERDEEN DOWNTOWN ASSOCIATION 2026 SUMMER CONCERT SERIES ON JUNE 25, 2026, ON MAIN ST, INTERSECTION OF 5TH AVE AND MAIN

Mayor Schaunaman opened the public hearing for the special one-day license. Motion by Fouberg, second by Ekanger, to approve the Special One Day Retail On-Sale Liquor Licenses for the Aberdeen Downtown Association 2026 Summer Concert Series on June 25, 2026, on Main St, intersection of 5th Ave and Main. Voice vote to approve, all present voting aye, motion carried.

PUBLIC HEARING AND APPROVAL OF A SPECIAL ONE DAY RETAIL ON-SALE LIQUOR LICENSES FOR THE ABERDEEN DOWNTOWN ASSOCIATION 2026 SUMMER CONCERT SERIES ON JULY 9, 2026, ON MAIN ST, INTERSECTION OF 5TH AVE AND MAIN

Mayor Schaunaman opened the public hearing for the special one-day license. Motion by Ekanger, second by Nilson, to approve the Special One Day Retail On-Sale Liquor Licenses for the Aberdeen Downtown Association 2026 Summer Concert Series on July 9, 2026, on Main St, intersection of 5th Ave and Main. Voice vote to approve, all present voting aye, motion carried.

PUBLIC HEARING AND APPROVAL OF A SPECIAL ONE DAY RETAIL ON-SALE LIQUOR LICENSES FOR THE ABERDEEN DOWNTOWN ASSOCIATION 2026 SUMMER CONCERT SERIES ON JULY 23, 2026, ON MAIN ST, INTERSECTION OF 5TH AVE AND MAIN

Mayor Schaunaman opened the public hearing for the special one-day license. Motion by Ronayne, second by Ward, to approve the Special One Day Retail On-Sale Liquor Licenses for the Aberdeen Downtown Association 2026 Summer Concert Series on July 23, 2026, on Main St, intersection of 5th Ave and Main. Voice vote to approve, all present voting aye, motion carried.

NORTHERN INNOVATION AND STARTUP CENTER UPDATE

Northern Innovation and Startup Center Director Bea Smith presented the centers updates.

APPROVAL OF ENTERING INTO A HUNTING ACCESS & HABITAT CONTRACT WITH THE SOUTH DAKOTA GAME, FISH, AND PARKS DEPARTMENT (GFP)

City Manager McNeil presented the contract. Motion by Ward, second by Ekanger, approve the contract with the South Dakota Game, Fish, and Parks allowing hunting and recreational access from July 2026 through 2029 for $0 dollars. Roll call vote to approve, all

present voting aye, motion carried.

ADOPTION OF RESOLUTION NO. 26-06-04R ESTABLISHING A GENERAL FUND RESERVE AND FUND BALANCE POLICY

Finance Officer McQuillen presented the resolution. Motion by Ronayne, second by Novstrup, to approve Resolution No. 26-06-04R establishing a General Fund Reserve and Fund Balance Policy. Roll call vote to approve, all present voting aye, motion carried.

APPROVAL OF PAY REQUEST # 12 FOR THE WRF FACILITY IMPROVEMENTS PROJECT IN THE AMOUNT OF $2,635,015.38 TO PKG CONTRACTING INC.

Water Reclamation Superintendent Fischer presented the pay request. Motion by Ward, second by Ekanger, to approve the city manager to execute and sign payment to PKG Contracting Inc. in the amount of $2,635,015.38. Roll call vote to approve, with Council Member Nilson abstaining, all others present voting aye, motion carried.

APPROVAL TO AUTHORIZE CITY MANAGER TO SIGN THE 2026 LETTER OF AGREEMENT WITH HELMS & ASSOCIATES AFTER REVIEW OF THE AGREEMENT BY THE CITY ATTORNEY

Transportation Director Krokel presented the agreement. Motion by Ronayne, second by Ekanger, to approve and authorize City Manager to sign the 2026 Letter of Agreement with Helms & Associates after review of the Agreement by the City Attorney. Roll call vote to approve, all present voting aye, motion carried.

APPROVAL OF PAYMENT FOR THE FOLLOWING INVOICES, PAY ESTIMATE #4 FOR AND TO AUTHORIZE CITY MANAGER TO SIGN INVOICES AND PAY ESTIMATE #4 FOR AIP/AIG(IIJA) PROJECT #3-46-0001-55/56-2025 AIRPORT TERMINAL EXPANSION: 1. HELMS & ASSOCIATES INVOICE #3 IN THE AMOUNT OF $8,119.35, 2. HELMS & ASSOCIATES INVOICE #15 IN THE AMOUNT OF $7,073.24, AND 3. QUEST CONSTRUCTION PAY ESTIMATE #4 IN THE AMOUNT OF $92,727.08

Transportation Director Krokel presented the invoices and pay estimates. Motion by Liebelt, second by Ward, to approve payment for the following invoices, pay estimate #4 for and to authorize City Manager to sign invoices and pay estimate #4 for AIP/AIG(IIJA) Project #3-46-0001-55/56-2025 Airport Terminal Expansion: 1. Helms & Associates invoice #3 in the amount of $8,119.35, 2. Helms & Associates invoice #15 in the amount of $7,073.24, and 3. Quest Construction pay estimate #4 in the amount of $92,727.08. Roll call vote to approve, all present

voting aye, motion carried.

APPROVAL OF PAYMENT TO HELMS & ASSOCIATES INVOICE #6 IN THE AMOUNT OF $11,200.43 AND TO AUTHORIZE CITY MANAGER TO SIGN INVOICE FOR AIP PROJECT #3-46-0001-58-2026 SRE BUILDING EXPANSION

Transportation Director Krokel presented the pay request. Motion by Ward, second by Novstrup, to approve payment to Helms & Associates invoice #6 in the amount of $11,200.43 and to authorize City Manager to sign invoice for AIP Project #3-46-0001-58-2026 SRE Building Expansion. Roll call vote to approve, all present voting aye, motion carried.

POSSIBLE APPROVAL OF CHANGE ORDER #1 FOR SCHEDULE A FOR WT-2025-1 (WATER TOWER AND TRANSMISSION LINE) IN THE AMOUNT OF $298,664.98 TO DAHME CONSTRUCTION INC. OF ABERDEEN, SD

Assistant City Engineer Spellman presented the change order. Motion by Ward, second by Novstrup, to approve Change Order #1 for Schedule A for WT-2025-1 (Water Tower and Transmission Line) in the amount of $298,664.98 to Dahme Construction Inc. of Aberdeen, SD. Roll call vote to approve, all present voting aye, motion carried.

REVIEW AND APPROVAL OF CLAIMS AND PAYROLL

Motion by Liebelt, second by Ward, to approve payment of the bills listed for June 15, 2026.

Bills having been audited by the Finance Officer and fully itemized and authorize the Mayor or City Manager to sign, and the Finance Officer to countersign, all warrants for payment of the following approved bills: Utility 773.30: Smash*It 43.27, Dave Welling 31.76, Veinte Inc. 60.09, Cameron Wyly 63.14, Ulises Ortiz 99.10, Sael Thao 24.64, Wesley Malsom 92.00, U.S. Bank 64.82, John Schwab 10.08, Erdmann Properties 266.79, Cheryl Markovetz 17.61, CenturyLink 5,000.00, SD Dept. of Revenue 24,190.08, A.M. Leonard Inc. 1,541.41, A-1 Sanitation & Recycling LLC 10,062.82, Abdn Downtown Assoc. 38,248.55, Aberdak Club 1,501.49, Aberdeen Christian School Inc. 500.00, Aberdeen Insider 1,318.28, Aberdeen Lawn Care 900.00, Abra Auto Body 380.00, Adam Buckhouse 50.00, Affordable Funeral Supply 357.28, Aldous Ulvog 65.00, Alex Tiede 60.00, Altec Industries Inc. 2,661.30, Amazon Capital Services 187.17, American 3B Scientific LP 7,551.53, American Bank & Trust 55,875.27, American News 416.95, Angela Sharp 65.00, Angerhofer Concrete Products 594.50, Animal Care Clinic 50.00, Aqua Pure Inc. 350.00, Arctic Glacier Premium Ice 1,027.03, Associated Supply Co. Inc. 346.70,

AT&T Cell 669.31, Atco International 1,792.34, Auto Value–Aberdeen 3,669.05, Automated Maintenance Systems Inc. 6,120.00, Ava Rott 178.76, Avera St. Luke's Hospital 450.00, Badger Meter Inc. 2,422.42, Banner Associates Inc. 89,576.17, Bantz Gosch & Cremer LLC 48,459.41, Beacon Athletics LLC 4,768.43, Becky Kuch 250.00, Bert Klipfel 43.00, Bibliotheca LLC 11,423.91, Bound Tree Medical LLC 5,867.45, Bradley Sharp 65.00, Brian Omland 3,000.00, Brown County Conservation Dist. 775.00, Brown County Landfill 23,483.71, Brown County Treasurer 200,086.10, Builders FirstSource Inc. 9,014.71, Butler Machinery Co. 549.50, CardConnect LLC 325.00, Cash-Wa Distributing 5,749.84, Center Mass Inc. 1,291.00, Center Point Large Print 126.45, Century Business Products 1,827.02, CenturyLink 170.56, Claims Associates Inc. 250.00, Climate Control 599.85, Club Car LLC 1,080.00, Coca-Cola Bottling Co. 9,130.25, Cody Dvorak 339.00, Cole Papers Inc. 6,761.07, Connections Inc. EAP 610.60, Convention & Visitors Bureau 40,191.61, Core & Main LP 24,272.28, CorTrust TIF #19 41,654.45, Crawford Trucks & Equip. 389.45, Crescent Electric Supply 3,556.77, CTI 1,536.00, Dacotah Bank TIF 587,911.57, Dacotah Bank TIF #37 7,182.26, Dakota Broadcasting LLC 500.00, Dakota Custom Turf 4,769.98, Dakota Electronics LLC 1,308.20, Dakota Estates III LLC 59,737.21, Dakota Fluid Power Inc. 4,532.84, Dakota Oil 721.80, Dakota Playground Inc. 933.58, Dakota Supply Group 4,787.05, Darnell Witte 348.53, David Sandvig 200.00, David Schumaker 50,701.39, Dependable Sanitation 34,501.96, Depot Revival LLC 44,024.92, Devin Schnaidt 45.00, Dewey Tullar 50.00, Diamond Dry Cleaning 85.28, Diesel Machinery Inc. 1,670.73, Domino's Pizza 590.34, Don's Builders Hardware 65.00, Downie's Piano Tuning & Repair 200.00, DuBois Chemicals Inc. 22,272.80, Efraimson Electric Inc. 1,515.20, Elston Manufacturing Inc. 303.00, Emberline Press Inc. 8,470.58, Farm Power Mfg. Inc. 43.00, Fastenal Company 1,009.34, Fire Safety First 284.73, Fordham Signs 845.00, FP Mailing Solutions 192.00, Frederic Hemke 80.00, Freedom and Glory 304.95, Frost Development Inc. 93,309.71, G & R Controls Inc. 447.04, Gardner Locksmith 252.00, Gary's Engine & Repair 22.86, Geffdog Designs 1,599.37, Glenn Bitz 420.00, Graham Tire Co. 3,635.00, Grainger 1,395.13, Graymont (WI) LLC 23,947.52, Great Plains Bank 100,201.52, Haar Plumbing & Heating Inc. 1,083.84, Haider Construction Inc. 1,357.15, Hannah Gasperich 100.00, Hannah Mielitz 3,500.00, Harms Heating and Cooling Inc. 34,188.79, Harms Oil Company 32,530.38, Hase Plumbing & Heating 9,450.00, Hawkins Inc. 10.00, Heartland Powersports LLC 706.86, Helms & Associates 27,034.22, Henry Schein Inc. 422.50, Hillyard Inc. 1,166.92, HKG Architects Inc. 24,000.00, Holly Engelhart 194.00, Horizon

Commercial Pools 562.40, House of Glass Inc. 5,623.88, Hub City Radio 10,181.65, Huber Technology Inc. 535.54, Impact Janitorial 4,485.54, Ingram Library Services 1,866.56, Inman Irrigation 782.45, Interstate Battery Arlington 490.85, Jacobs Construction 46,351.26, Jake Cramond 50.00, James Valley Coop Tele Co. 47.86, Jan Riggins 119.28, Janway Company USA Inc. 1,487.50, Jarman's Water Systems 1,728.00, Jason Fernandez 296.00, JB's Sandblasting 10,710.00, JE & SM Enterprises LLC 2,112.00, Jensen Rock & Sand Inc.–Mobridge 18,667.01, Jeremy Schutter 80.00, Jerome Letcher 200.00, Jerry's Transmission Service 319.84, Jessica Christiansen 250.00, JGE Inc. 5,114.76, Jim Panerio 80.00, Joel Carda 48.00, John Patzlaff 80.00, Jonathon Murdy 6,752.84, K&S Plumbing Inc. 67.97, Kanuani Valencia Feliciano 260.00, Ken's Alignment 178.69, Ken's SuperFair Foods 8,734.82, Kirk's Auto 4,597.57, Knight Towing 1,000.00, Kristan Morris 100.00, Kromer Company 989.38, Kyla Fesler 19.08, Kyle Stoddard 284.03, L.G. Everist Inc. 61,653.36, Ladner Electric 867.35, Language Line Services 1,121.33, Lawson Products Inc. 947.37, Lee Park Golf Course 9,787.78, Lien Transportation Co. 5,067.00, Lightspeed Commerce Inc. 52.50, Limbs & Things Inc. 9,041.42, Linde Gas & Equip. Inc. 568.56, Linde Inc. 5,301.00, Livestock Specialist Inc. 1,342.32, Locators & Supplies Inc. 368.16, MacQueen Emergency Group 4,591.70, Mac's Inc. 193.40, Maray Larson 28.00, Marco Technologies LLC 1,894.35, Marsh & McLennan Agency LLC 8,280.00, Master Blaster 117.56, M-B Companies Inc. 1,768.49, McKeever Inc. 965.69, McKesson Medical-Surgical Inc. 1,263.40, McMaster-Carr Supply Co. 164.85, McQuillen Creative Group Inc. 915.75, Melanie Podoll 80.00, Menards Inc. 8,006.67, Metering and Technology Solutions 126,657.67, Michael Jilek 80.00, Michael Thomle 211.50, Midstates Group 12,615.65, Midwest Alarm Company 1,097.41, Midwest Decorative Stone 15,779.40, Midwest Solutions Group 206.00, Midwest Tape 3,864.03, Midwest Veterinary Service 50.97, Mini Melts of America LLC 10,589.20, Minn-Kota Communications Inc. 600.00, Minnwest Bank 62,620.13, Miracle Recreation Equipment 1,082.76, Monica Jacobson 60.00, MTI Distributing 9,975.29, MV Sport–MV Corp. Inc. 2,006.25, Napa Central 165.14, Neil & Joan Bellikka 126,927.39, Nelson Sales & Service LLC 2,180.26, Newman Signs Inc. 1,516.75, Nextiva Inc. 7,854.88, Nicole Volk 200.00, Nippon Sanso Matheson Inc. 282.05, Northern Plains Animal Health 195.12, Northern Valley Communications 968.54, NSU Foundation 500,000.00, ODP Business Solutions LLC 224.39, Olson's Pest Technicians 410.00, One Source 207.00, Opperman Inc. 2,449.80, O'Reilly Auto Parts 104.81, Oshkosh Aerotech LLC 699.43, Otis Elevator Company 175.00, OverDrive Inc. 826.49, Pantorium 22.00, Parkview

Nursery Inc. 22,185.05, Pauer Sound LLC 64.00, Paul Dutt 48.00, Performance Oil & Lubricants 584.15, Pierson Ford-Lincoln-Mercury 826.66, PKG Contracting Inc. 2,635,015.38, Plains Commerce Bank 201,313.67, Plunkett's Pest Control 869.86, Pomp's Tire Service 611.64, Prescription Agronomics 540.00, Pro Ag Supply Inc. 2,934.24, Purple Cow Properties LLC 1,373.41, Quality Welding Inc. 798.85, Quest Construction LLC 92,727.08, RBL Designs 45,718.25, RDO Equipment Co. 3,640.96, Recreation Supply Co. 2,218.06, Regents of the University of MN 934.43, Reid Johnson 36.00, Richard Osborn 143.06, Riley Masonry 1,631.00, Ringgenberg Electric Inc. 50.00, Rivards Turf & Forage 751.38, RMB Environmental Laboratories 1,540.00, Rockmount Research & Alloys 648.92, Runnings Supply Inc. #14 11,738.49, Russel McNeely 2,040.00, Ryan DeRouchey 53.55, Ryan's Carpet Cleaning 647.20, Safety Service Inc. 24,434.45, Sage Control Ordnance Inc. 1,595.40, Salvation Army 10.00, Sanford Health 750.00, Sanford Health Occupational 8,357.00, Sanitation Products Inc. 1,713.58, Schwan Welding & Boiler 651.47, SD Ambulance Association 20.00, SD Department Health Lab 1,300.00, SD Department of Labor 57.74, SD Dept. of Ag & Nat. Res. 10,300.00, SD Supplemental Retirement 45.00, SDN Communications 4,374.00, Sewer Duck Inc. 1,562.50, Share Corp. 3,558.75, Shaun McNeely 1,830.00, Sherwin-Williams Co. 522.70, Sophie Olson 65.00, South Dakota One Call 491.40, Spectrum Promotional Products 3,122.45, Stan Houston Equipment Inc. 1,637.60, Staples 75.04, Stephanie Raap 80.00, Steven Lust Automotive 219.00, Tarah Heupel 50.00, Taylor Armstrong 50.00, Tessman Company 630.60, The Boston Fern 770.00, The RV Parts Store 460.49, Thomson Reuters 143.07, Tim Reed 4,375.00, Totally Tubular Mfg. 607.53, Town & Country Lumber 563.43, Transource Truck & Equipment 16.24, Tri-State Water Inc. 169.75, Ty Reinke 234.00, Ultimate Upholstery Solutions 551.25, U.S. Postal Service 398.00, USA Blue Book 240.70, Van Diest Supply Co. 13,638.50, Vestis Group Inc. 3,013.04, Virginia Lewis 80.00, Vollan Oil Co. 18,913.58, WageWorks Inc. 360.00, Web Water Development Assn. 3,049.80, West River Beverage Inc. 2,592.00, Western Area Power Admin. 10,796.76, Western States Fire Protection 780.00

Payroll for the period from May 31, 2026, through June 13, 2026, and city share of social security, old age & survivor's insurance, retirement, health and life insurance. EFTPS 222,578.42, SD Retirement System 115,283.72, City Health Insurance 106,427.50, Governing Body Council 3,921.89, City Manager 9,360.60, Attorney 9,162.11, Finance Office 19,797.16, Human Resources 15,897.46, Municipal Hall 2,315.35, Computer Services 6,728.30, Community Development

19,099.20, Engineering 11,342.22, Police 192,315.37, Carson Hellwig 23.59/hr, Cole Kissner 42.91/hr, Kasey Kurtz 32.73/hr, Landon Seaman 36.12/hr, Brady Woehl 36.12/hr, Fire 192,287.89, Building Inspection 8,296.00, Street 68,480.68, Traffic Control 14,273.21, Utilities - General 43,259.10, Solid Waste 20,447.24, Wastewater Treatment 25,716.19, Utilities - Sewer 16,632.33, Water Treatment Plant 29,188.63, Utilities - Water 2,435.17, Airport 26,202.97, Cemetery 11,113.13, Transit 31,255.70, West Nile 6,444.75, Bradley Sharp 18.00/hr, Katrina Holzkamm 16.25/hr, Meals On Wheels 913.67, Culture And Recreation 17,708.47, Concessions 15,736.69, Denise Auske 15.00/hr, Admin 12,181.42, Participant Rec 48,002.31, Conner Wallman 14.25/hr, Park Rec ARCC 42,461.49, Aquatic Center 41,972.57, Park Rec Golf 12,979.34, Pc Complex 4,941.14, Camden Fauth 17.00/hr, Park Rec Senior Center 6,722.78, Campground 8,454.15, Parks 43,515.10, Parks/Wylie 35,924.73, Forestry 14,618.39, Library 36,298.20, Elizabeth Hovendick 21.37/hr, City Economic Development 3,169.60

Roll call vote to approve, with Council Member Ronayne abstaining to Neil & Joan Bellikka and Plains Commerce Bank, Fouberg abstaining to Dacotah Bank, Nilson abstaining to Banner Associates Inc., and PKG Contracting Inc., all present voting aye, motion carried.

CITY MANAGER'S REPORT

City Manager McNeil highlighted a work milestone, water levels on Moccasin Creek, announced the retirement of John Weaver at the PD, 2027 General Fund requests are currently being reviewed, and an update to the personal mobility device ordinance.

EXECUTIVE SESSION

Motion by Fouberg, second by Nilson, to go into executive session to discuss personnel, legal, and contractual matters pursuant to SDCL §1-25-2(1), (3), and (4), and to discuss trade secrets pursuant to SDCL § 9-34-19.. Voice vote to approve, all present voting aye, motion carried. The Council moved into executive session at 6:38 p.m.

Council member Ward departed the meeting at 7:22 p.m.

Motion by Ronayne, second by Ekanger, to end executive session and return to open meeting. Voice vote to approve, all present voting aye, motion carried. The council returned to open meeting at 7:45 p.m.

ADJOURNMENT

There being no further business, motion by Nilson, second by Ekanger, to adjourn the meeting. Voice vote to adjourn, all present voting aye, motion carried. The meeting adjourned at

1 7:45 p.m.

2 Prepared by Steven Thithavong for the Finance Office. /s/Jordan McQuillen, Finance Officer

City Of Aberdeen – Request for Council Action
June 22, 2026

Agenda Section – Consent Calendar

This request for council action lists all the items which have been included in the consent agenda for this meeting. The city council can approve all of the items with a single motion to approve. The mayor will allow the council members an opportunity to state whether there are any of these items which you wish to have removed from the consent agenda approval and to have discussed and acted upon separately by the city council.

Items:

A. New Mobile Home Park License – receive and place on file: Lakeside Estates
B. Reports and Minutes from City Boards – Receive and place on file:
    1. Aberdeen Airport Board Meeting on May 7, 2026
    2. KO Lee Library Board Meeting on April 7, 2026, and May 13, 2026
    3. Parks & Recreation Board Meeting on May 6, 2026
    4. Planning Commission Meeting on April 21, 2026
    5. Zoning Adjustment Board Meeting on May 14, 2026
C. Lottery Notice – receive and place on file: Sacred Heart Church, Sidney L. Smith American Legion Post 24, and Zion Lutheran Church
D. Petition of Voluntary Annexation – refer petition to City Engineer, City Attorney, and Planning/Zoning Director for recommendations: RES 26-06-03R - LT 2 Rivett Family 3rd Add. SW & NW 9-123-63
E. Plat: Fairview Second Subdivision to the City of Aberdeen, in the SE¼ of Section 1, Township 123 North, Range 64 West of the 5th P.M., Brown County, South Dakota
F. Set public hearing date on July 6, 2026, at 5:30 p.m. for the Aberdeen Water Tower Improvements Project
G. Community Event Permit: Aberdeen America 250th Committee/DPM's 4th of July Parade contingent upon department approvals

Mobile Home Park License

123 South Lincoln Street
Aberdeen, SD 57401 | 605-626-7023
records@aberdeensd.gov

Mobile home park licenses are valid from January 1 through December 31. Please complete the license application and submit a copy of a Bond or Insurance Policy, and a site map that includes the following information:

1. The extent and area used for camp purposes
2. Location of site for homes including driveways
3. Location and number of sanitary facilities
4. Method of garbage and sewage disposal
5. Plan for water supply and electrical and roadways lighting of units (see City Code Sec. 32-95)

Fees (based on number of units):

Units	Fee (annual)	Number of Units	Fee Total
1 to 10 units	$65.00		
11 to 25 Units	$95.00	12	[illegible]
Over 25 Units	$130.00	220	$130.00

Section 1: Mobile Home Park Information

1. Name of Mobile Home Park	Lakeside Estates
2. Address of Mobile Home Park	2511 US 281 N, Aberdeen SD 57401
3. Name of Property Owner	Balsam Ridge Daniel Scholar
4. Name of Mobile Home Park Owner	Balsam Ridge
5. Contact Phone Number: [redacted]	6. Email Address: [redacted]
7. Legal Description of Premises	

Section 2: Acknowledgement

I agree that if this license is granted, I will conform to and obey all the requirements of the law and ordinances governing this line of business.

Signature

Date 3/30/26

Daniel Scholar
Printed Name

OFFICE USE ONLY	Fee Amount and Date Paid:	$130.00 ✓ PIF		Receipt No.	
☑ New ☐ Renewal	Year: 2026	Effective Date:		Expiration Date:	
APPROVED BY:	Department:	Community Development	☑ Approved	☐ Denied	
Signature			Date	6/10/26	
City Council Approval Date:		License Number:		Bond/Ins. No./Exp Date:	

REV 02062026

MINUTES
ABERDEEN AIRPORT BOARD
Regular Meeting
May 7, 2026

MEMBERS PRESENT: Tony Schwan, Lon Gellhaus, Mike Erickson, Aaron Smith

MEMBERS ABSENT: Jarrett Rix

OTHER PRESENT: Airport Staff: Rich Krokel, Rhea Ketterling; Dave McNeil (City Manager), Mike Schmit (Helms & Associates), Jeff Catron (Local Pilot), Scott Waltman (Aberdeen Insider)

Chair Schwan called the regular monthly meeting of the Aberdeen Airport Board to order at 10:30 A.M. on Thursday, May 7, 2026.

Item #2 Approval of Minutes from April 9, 2026, Meeting – Moved by Erickson, seconded by Gellhaus. **MOTION CARRIED.**

Item #3 Adoption of the Agenda – Moved by Gellhaus, seconded by Smith. **MOTION CARRIED.**

Item #4 Next Meeting – Thursday, June 4, 2026

Old Business: None.

New Business:
Item #5 April Bills – Moved by Gellhaus, seconded by Erickson. **MOTION CARRIED.**

Item #6 April Financial – Moved by Erickson, seconded by Smith. **MOTION CARRIED.**

Item #7 Recommendation to pay Helms & Associates invoice #5 in the amount of $2,800.11 for Design Services, 11% complete, on AIP Project #3-46-0001-58-2026 SRE Building Expansion – Moved by Gellhaus, seconded by Erickson. **MOTION CARRIED.**

Item #8 Terminal Building Expansion and Remodel:

a. AIP Project #3-46-0001-56-2025

1. Recommendation to pay Helms & Associates invoice #14 in the amount of $1,438.68 for Construction Administration Services – Krokel stated that the project is progressing slowly than the timeline presented. He has been taking daily photographs and videos and forwarding them to the engineer for the project record. Moved by Erickson, seconded by Smith. **MOTION CARRIED.**

b. AIP(AIG) Project #3-46-0001-55-2025

1. Recommendation to pay Helms & Associates invoice #2 in the amount of $6,569.27 for Resident Engineering Services – The water main was struck, flooding the footing trench. Additional excavation was required to remove mud and backfill with granular material. Sayler Construction is completing the footings and plans to pour later this afternoon. Moved by Gellhaus, seconded by Erickson. **MOTION CARRIED.**

2. Recommendation to accept Change Order #1 in the amount of $35,164.69, an increase in contract amount – Items included in the change order are additional fees for the conveyor system, an electrician credit, rerouting the irrigation line, ramp reinstallation, and adjustments to footings and foundation. The increase was estimated at approximately 2.6% of the total contract amount. Moved by Erickson, seconded by Gellhaus. **MOTION CARRIED.**

3. **Recommendation to pay Quest Construction PE #3 in the amount of $77,364.62 for work completed to-date** – Moved by Erickson, seconded by Smith. **MOTION CARRIED.**

Item #9 Manager's Report
Airline Operations:
April 2026:

Enplanements	2,026	up 3.21% from last year
Deplanements	2,092	up 0.72% from last year
Total Passenger Traffic	4,118	up 1.93% from last year
Load Factor	68.68%	
YTD Load Factor	72.21%	

April - Cancellations and Major Delays: A total of 11 events occurred, of which three were due to maintenance, four were due to weather, and four were due to other causes.

2026 Monthly Total Fuel Statistics: March 2026 compared with March 2025 was down 0.22%.

2026 Monthly Car Rental: March 2026 compared with March 2025 was up 27.8%.

Construction, projects, and other notes:

- Revenue-Generating Hangar Project: Krokel reported that, following discussion with the ADO at the airport conference, BIL funds may be used for revenue-generating projects. The funds had originally been designated for the SRE Building expansion. Krokel met with the City Manager and City Finance Officer, and it was agreed that the funding should be redirected to construct revenue-producing hangars. Because the BIL funding expires this year, timely action is required. The proposal was presented to the City Council on Monday, and the Airport Capital Improvement Program will be revised to reflect the change. The estimated project cost is approximately $2.3 million, with an estimated City share of $200,000. The base project would include three 60-by-54 individual hangars, with an alternate bid option for four hangars depending on bid results. The hangars would include provisions for heat and electrical service, but not water service, and would be located near the fuel farm. Erickson asked whether the project would compete with the FBOs. Krokel stated that rental rates would be set in line with existing FBO rates and would not be structured to undercut or exceed them. Krokel also noted continued demand for hangar space as he receives calls once a quarter. Schmit added that the project would provide an additional revenue source for the airport and increase the number of based aircraft. He stated that bidding would likely occur in January or earlier, with construction possible in the spring. He will also prepare an addendum to the ACIP for resubmittal to the FAA and the State. Moved by Erickson, seconded by Gellhaus, to proceed with the revenue-generating hangar project. **MOTION CARRIED.**
- Aviation Weather Cameras: Krokel reported that the South Dakota Aeronautics Commission offers a program reimbursing 75% of the cost of aviation weather cameras. The remaining 25% would be funded through the airport fuel tax fund and would not affect the airport's operating budget. Krokel has been coordinating with an installer from Ashley, North Dakota, who has completed similar installations throughout North Dakota and South Dakota. Installation is scheduled for next week. The cameras will provide a panoramic view of the airfield and will be mounted on the underside of the airport beacon to avoid obstructions. Catron stated that the cameras would be a useful tool for pilots to monitor conditions at the airport.
- AIP #58 SRE Building Expansion – Design: The actual construction has now moved to 2028.
- AIP #57 VALE/ZEV Voluntary Airport Low Emissions/Zero Emissions Vehicles – PCA: The contract is in place. The start date is now in the third quarter of 2026.
- AIP #55/AIG#56 Terminal Remodel and Expansion: Project sources (SB144-2024) $1.2 million, AIG (Airport Infrastructure Grant-Federal) $800,000 and Local share: Concrete footings being done this afternoon. Project is moving forward.
- Airport Certification and Safety Inspection: 2026 Certification Inspection scheduled for July 22nd through 24th.

- Part 139 Training – Annual Wildlife Hazard training will be held on June 23, 2026. This is a full-day, eight-hour class. ACM/AEP training and the post-season Snow and Ice Control Plan meeting will be held on May 27, 2026.
- BCEM Tabletop Review: Planning continues for the full-scale mock disaster scheduled for June 9, 2026.
- Virtower (Electronic Tower): Total operations for the month of April are at 987 of which 118 is for SkyWest operations.
- Staffing: The airport is fully staffed. The new supervisor is starting May 12, 2026, and comes with a strong aviation background. Hopfinger, a part-time staff member, is returning this year. Darren Elsen has also returned part time and is working two days per week.

Item #10 Other Items – None.

There being no other business to come before the Board, the meeting adjourned at 11:05 A.M.

Approved By Aberdeen Airport Board:

Tony Schwan, Chair **Date**

City of Aberdeen
K.O. Lee Aberdeen Public Library
215 4th Ave. Southeast
Aberdeen, South Dakota 57401
(605)-626-7097

Library Board of Trustees Meeting Minutes
Tuesday, April 7, 2026, at 5: 15 PM

The K.O. Lee Aberdeen Public Library Board of Trustees met on Tuesday, April 7, at 5:15 PM at the Public Library. Present were Board Members Lynn Klundt, Peter Ramey and Cindy Senger via teleconference. City Manager Dave McNeil was present as well.

Minutes

Peter Ramey moved that the minutes of March 3, 2026, meeting be approved. The motion was seconded by Cindy Senger. Motion carried 3-0.

Open Forum

No one presented.

Director's Report

Assistant Library Director presented a report on happenings and news from the month of March and the programs and events planned for Summer 2026.

Financial Matters

The April bills and financial statements were reviewed. A motion was made by Cindy Senger to approve payment of the April bills and to accept and place the financial reports on file. The motion was seconded by Peter Ramey and carried unanimously, 3–0.

New Business

Cara Perrion, Library Director, reported on the guidelines for Library Certification and informed the library trustees of the resources made available by the State Library. There is not cost, just time and training commitment from staff and library board trustees. Biblioteca, software used for library doors, gates, and self-checks. This software needs to be upgrades as it's ten years old. Cara will be talking to sales rep about a graduated scale to pay for it over the next 3 years

Old Business

No old business to discuss.

A motion was made by Cindy Senger to adjourn meeting. Peter Ramey seconded. The motion carried 3-0.

Its 5 Cindy Senger

City of Aberdeen
K.O. Lee Aberdeen Public Library
215 4th Ave. Southeast
Aberdeen, South Dakota 57401
(605)-626-7097

Library Board of Trustees Meeting Minutes

Tuesday, May 13, 2026, at 5: 15 PM

The K.O. Lee Aberdeen Public Library Board of Trustees met on Tuesday, May 13, 2026, at 5:15 PM at the Public Library. Present were Board Members Lynn Klundt, Troy McQuillen, Nicole Heinz, Peter Ramey and Cindy Senger with City Manager, Dave McNeil in attendance.

Minutes

Cindy Senger moved that the minutes of April 7, 2026, meeting be approved. The motion was seconded by Peter. Motion carried 4-0.

Open Forum

No one presented.

Director's Report

Assistant Library Director presented a report on happenings and news from the month of April, and the programs and events planned for Summer 2026. Cara talked about the recent promotion of Regina Chase into the Community Services Librarian position and that interviews for the two Library Assistant positions were happening the current week. A graphic from the SD State Library was discussed as a snapshot of what our library did in 2025. Over 14,000 people come through our library doors each month with the library collaborating with 160 community members and organizations with over 700 programs. Next year we would like a graphic that compares years in the past.

Financial Matters

The April bills and financial statements were reviewed. Motion was made to approve the April bills by Troy McQuillen. The motion was seconded by Cindy Senger and carried unanimously, 4–0.

New Business

Cara Perrion, Library Director, reported on the status of the HVAC system. Still waiting on parts for the system to work in the community rooms and the back offices. Briefly talked about the Knight Cities Challenge grant application, STEM materials purchased for summer reading programs with the remaining 3M grant funds through the Library Foundation.

Old Business

Update on the DISC communication training hosted at the library and how well it went over. The staff learned a lot and continue to use the tools they learned

A motion was made by Cindy Senger to adjourn meeting. Peter Ramey seconded. The motion carried 4-0.

Its Lynn Klundt

PARK & RECREATION BOARD MEETING
Eagles Nest
May 6, 2026 – 12:00 NOON

President David Sandvig called the meeting to order at 12:05 pm.

Members Present: Adam Buckhouse, David Sandvig Taylor Armstrong, Tarah Heupel, and Dewey Tullar. Also, present Char Liebelt, City Council Liaison, Rich Ward, City Council Liaison, Jordan McQuillen, City Finance Officer and Dave McNeil, City Manager.

Approval of the Agenda: Dewey Tullar made a motion to add approval of minutes from joint special work session to the agenda. The motion was seconded by Taylor Armstrong. Tarah Heupel made a motion to approve the agenda. The motion was seconded by Dewey Tullar. All present voting aye. Motion carried.

Open Forum: No one came forward in the open forum to address the Board.

Meeting Minutes: Adam Buckhouse made a motion to accept the minutes. Motion seconded by Tarah Heupel. All present voting aye. Motion carried.

Financial Statements: April financials were reviewed.

Bills: Bills received in the past month and merchant card processing fees for next month were reviewed. Such audited bills and fees for services, supplies, repairs, and maintenance for the Parks, Recreation and Forestry Department will be included in the department bills approved hereafter by the City Council and set forth in the minutes of the City Council.

Taylor Armstrong made a motion to approve payment of all bills presented, to approve merchant card processing fees for next month, and to authorize the President and Secretary to issue a requisition for a warrant upon the Finance Officer to spend Park and Recreation monies for payment of such bills and fees. Motion seconded by Adam Buckhouse. All present voting aye. Motion carried.

Order of Business:

Request Authorization to Bid for Splash Pad Site Work Matt Braun requested authorization to bid for the site work for the splash pad project. Adam Buckhouse made a motion to authorize bidding for site work for the splash pad in Storybook Land. Motion seconded by Dewey Tullar. All present voting aye. Motion carried.

Request Approval to Purchase Playground Equipment for Sunshine Park Matt Braun requested approval to purchase playground equipment from the Sourcewell contract for Sunshine Park. Adam Buckhouse made a motion to approve the purchase of new playground equipment for Sunshine Park in the amount of $149,014.32 from Dakota Playgrounds. The motion was seconded by Tarah Heupel. All present voting aye. Motion Carried.

Request Approval of Well Drilling Quote Tyler Bierman presented the quote received for the well drilling project to the board and a discussion was held. Tarah Heupel made a motion to accept the quote for the well drilling project at Wylie Park in the amount of $341,582.25 from Dakota Well. The motion was seconded by Dewey Tullar. All present voting aye. Motion Carried.

Request Authorization to Declare Surplus Property for City-Wide Auction Adam Buckhouse made a motion to declare property as surplus as presented. The motion was seconded by Taylor Armstrong. All present voting aye. Motion Carried.

Discussion of Capital Improvement Plan Matt Braun presented a 5-year capital improvement plan to the board. Discussion was held.

Staff Reports: The supervisors of the various departments spoke about upcoming events.

Adjournment: With no further regular business, Dewey Tullar made a motion to adjourn the meeting. Motion was seconded by Adam Buckhouse. All present voting aye. Motion carried. Meeting adjourned.

PARK & RECREATION BOARD MEETING
Eagles Nest
May 6, 2026 – 12:00 NOON

Submitted by:

Kristan Morris, Secretary

Wende Holzkamm, Office Manager

Requisition for warrant upon the Finance Officer, pursuant to Aberdeen City Code, Sec. 36-29, for payment of bills and fees as set forth in the above Minutes:

Signed by:

David Sandvig, President — Date: 6/3/26

Countersigned by:

Kristan Morris, Secretary — Date

MINUTES
ABERDEEN CITY PLANNING COMMISSION
April 21, 2026

The City Planning Commission was called to order by Chairman Ward Schumacher. Members present at roll call were Marske, Fjeldheim, Rux, Mitchell, Schumacher and Zens. Also, present were Ken Hubbart, Community Development Director, Eric Miller, City Planner, and Emily Ellingson, Planning Commission Secretary.

Fjeldheim moved, and Marske seconded, to approve the Aberdeen City Planning Commission Minutes of March 17, 2026, all members voting aye, the motion carried.

OPEN FORUM – No one was present.

There being no old business, Chairman Schumacher began with new business as follows:

1) Petition to Rezone from (R-3) High Density Residential District to (C-2) Highway Commercial District described as "Lot 2, Carrell's First Subdivision in Aberdeen & Lot 13, Block 2, Thomas Addition of the City of Aberdeen, all in the NE¼ of Section 24, Township 123 North, Range 64 West of the 5th P.M., Brown County, South Dakota," (a.k.a. 620 State Street South & 517 7th Avenue SE – South of the Wolf Stop). Mike Carrels was present to represent the property. Eric Miller stated the petitioner is requesting this petition to rezone in order to allow for future commercial development. The petitioner intends to either move or demolish the vacant house located at 515 7th Avenue SE prior to any future development. Following discussion, Marske moved, and Zens seconded to approve this item with the following stipulation: (1) Property owner must submit a plan to move or remove the vacant house in conjunction with future development plans. Upon roll call, all members voting aye, the motion carried.

2) Petition to Rezone from (R-3) High Density Residential District to (M) Municipal, State, and County Use District described as "Lot 13 through 20, Block 9, Roche's East Side Addition to Aberdeen except dedicated right-of-way, in the SW ¼ of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota," (a.k.a. 13 Roosevelt Street South – City Park north of the National Guard Armory). Eric Miller stated the petitioner is requesting this petition to rezone in order to bring the property into a district that is consistent with its municipal use as a public park. Following discussion, Rux moved, and Mitchell seconded to approve this item. Upon roll call, all members voting aye, the motion carried.

3) Petition to Rezone from (C-2) Highway Commercial District to (M) Municipal, State, and County Use District described as "Lot 2, Centennial Commons Third Addition to the City of Aberdeen, in the SE¼ of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota." (a.k.a. 125 Lafayette Street South – City water retention pond east of Mike Miller Elementary School). Eric Miller stated the petitioner is requesting this petition to rezone in order to bring the property into a district that is consistent with its municipal use as a water retention pond. Following discussion, Fjeldheim moved and Rux seconded to approve this item. Upon roll call, all members voting aye, the motion carried.

OTHER BUSINESS:

There being no further business before the Commission, Marske moved, and Zens seconded, to adjourn the meeting, all members voting aye, the motion carried.

Submitted by,

_____
Emily Ellingson
Planning Commission Secretary
April 21, 2026

MINUTES
BOARD OF ZONING ADJUSTMENT
May 14, 2026

The Board of Zoning Adjustment Meeting was held on Thursday, May 14, 2026, in the Aberdeen City Hall, First Floor Council Chambers, Aberdeen, South Dakota with Babcock presiding as Chairman. Chairman Babcock called the meeting to order. Members present at roll call were Schumacher, Weigel, Babcock, Sommers and Slaight-Hansen. Also present were Ken Hubbart, Community Development Director, Paula Nelson, City Planner, Benjamin Phillips, GIS Coordinator, Destin Spellman, Assistant City Engineer, Brandon Smith, Building Inspector and Emily Ellingson Board of Zoning Adjustment Secretary.

Schumacher moved, and Slaight-Hansen seconded, to approve the Board of Zoning Adjustment Minutes of April 9, 2026, all members voting aye, the motion carried.

OPEN FORUM – No one was present.

Paula Nelson recited the Board of Zoning Adjustment Meeting Information and Procedure Statement.

OLD BUSINESS – None.

NEW BUSINESS:

1) Dan Scharlau and Balsam Ridge LLC requested permission, as per site plan submitted, to operate or maintain a trailer camp within the limits of the city as required by City Ordinance Section 32 in the (R-5) Trailers, Trailer Parks and Planned Residential Area, all on Lot 1, Lakeside Estates First Addition, a.k.a. 2511 Highway 281 South. Kevin Hopfinger was present to represent the property.

   Staff's report included findings and recommendation for approval of the Special Exception upon conditions. Schumacher moved, and Weigel seconded to approve the Special Exception upon the following conditions: (1) Trailer Camp license must be maintained in accordance with city ordinance. (2) Owner must continue working with code enforcement and maintain the existing trailers in accordance with city ordinance and adopted 2018 International Property Maintenance Code and by removing or demolishing dilapidated/abandoned trailers as identified. (3) Any spaces for RV's/Campers must follow a minimum 30 day lease/rental agreement. (4) Any spaces for RV's/Campers must utilize the existing 911 addressing system to assist in emergency response per Police Department. (5) Combustible/flammable waste accumulation and vegetation must be kept in compliance with Chapter 3, Section 304 (Combustible Waste Material) of the International Fire Code (2018 Edition) per Fire Department conditions. (6) Unsafe conditions of any structure must be kept in compliance with Chapter 1, Section 111 (Unsafe Buildings) of the International Fire Code (2018) Edition per Fire Department conditions. (7) Private fire hydrants, fire service mains and water tanks must be inspected and maintained in accordance with Chapter 5, Section 507 (Fire Protection Water Supplies) of the International Fire Code (2018 Edition) and NFPA 25 per Fire Department conditions. Kevin Hopfinger verbally accepted the conditions of approval. Upon roll call, all members voting aye, the motion carried. **SPECIAL EXCEPTION CONDITIONALLY APPROVED**

2) Kimberly K Ludwig requested permission, as per site plan submitted, for existing house to remain 1) 3' from the West property line rather than the required 5' which would be a 2' Building Variance, 2) 5' from the South property line rather than the required 20' which would be a 15' Building Variance, 3) 14' from the North property line rather than the required 25' which would be a 11' Building Variance, and for existing uncovered landing and steps to remain 4) 10' from the North property line rather than the required 15' which would be a 5' Building Variance, in order to 5) construct a one-stall garage 14' from the North property line rather than the required 25' which would be a 11' Building Variance and to 6) Plat a lot that is 50' deep rather than the 100' required, which would be a 50' Minimum Lot Depth Variance in the (R-3/R-4) High Density/Special Density Residential District, all on proposed Lot 1, K. Ludwig First Addition to the City of Aberdeen, a.k.a. 214 Eleventh Ave SE. Joe Ludwig was present to represent the property.

   Staff's report included findings and recommendation for approval of the Building Variances. Weigel moved, and Sommers seconded to approve items #1, # 2, #3, and #4. Upon roll call, all members voting aye, the motion carried. **BUILDING VARIANCES APPROVED.**

Staff's report included findings and recommendation for approval of the Building Variance upon conditions. Slaight-Hansen moved, and Sommers seconded to approve item #5 upon the following conditions: (1) Plans must be submitted and approved prior to issuance of a Building Permit. (2) A Building Permit must be obtained. (3) Property lines must be located to verify setbacks at the time of inspection. (4) All required inspections must be completed. (5) Property must be replatted prior to construction commencing (we have received the plat for this property). Joe Ludwig verbally accepted the conditions of approval. Upon roll call, all members voting aye, the motion carried. **BUILDING VARIANCE CONDITIONALLY APPROVED.**

Staff's report included findings and recommendation for approval of the Minimum Lot Depth Variance. Schumacher moved, and Weigel seconded to approve item #6. Upon roll call, all members voting aye, the motion carried. **MINIMUM LOT DEPTH VARIANCE APPROVED**.

3) Presentation Sisters requested permission, as per site plan submitted, to allow an expansion of the previously approved nature area allowing grass/vegetation to exceed 10" in height, which would be an Appeal to the Board of Zoning Adjustment in the (R-1) Low Density Residential District, all on Lot 1, Presentation Third Addition to the City of Aberdeen in the NE ¼ of Section 12, T123N-R64W of the 5th P.M., Brown County, South Dakota, a.k.a. 224 Fifteenth Ave NW. Carmen Morrison was present to represent the property.

Staff's report included findings and recommendations for approval of the Appeal upon conditions. Weigel moved, and Slaight-Hansen seconded to approve the Appeal upon the following conditions. (1) All boulevards/public right-of-way must continue to be maintained as a mowed area; crops and grasslands must remain on private property. (2) Owners will be responsible for maintaining corner visibility areas or other areas of concern for visibility. (3) Owners will be responsible for the control of noxious weeds, rodents, pests, trash accumulation and other potential nuisances. (4) Vegetation near streets (south side of property) must be maintained below 10" high for 50 feet North of the private property line and boulevard at all times. Carmen Morrison verbally accepted the conditions of approval. Upon roll call, all members voting aye, the motion carried. **APPEAL CONDITIONALLY APPROVED.**

4) James Heier requested permission, as per site plan submitted, for 1) existing detached garage to remain 14.6' from the South property line rather than the required 25' which would be a 10.4' Building Variance, in order to 2) construct a 10' x 24' addition to existing detached garage 14.6' from the South property line rather than the required 25' which would be a 10.4' Building Variance, and to 3) Plat a lot that is 47.6 wide rather than the 50' required, which would be a 2.4' Minimum Lot Width Variance in the (R-3) High Density Residential District, all on the South 17.2' of Lot 142 and Lot 143, Morning Heights Addition, a.k.a. 840 Aldrich St S. James Heier was present to represent the property.

Staff's report included findings and recommendations for approval of the Building Variance. Schumacher moved, and Sommers seconded to approve item #1. Upon roll call, all members voting aye, the motion carried. **BUILDING VARIANCE APPROVED**.

Staff's report included findings and recommendations for denial of the Building Variance upon conditions. Schumacher moved, and Slaight-Hansen seconded to approve item #2 upon the following conditions: (1) Plans must be submitted and approved prior to issuance of a Building Permit. (2) A Building Permit must be obtained. (3) Property lines must be located to verify setbacks at the time of inspection. (4) All required inspections must be completed. (5) Property must be replatted prior to construction commencing. James Heier verbally accepted the conditions of approval. Upon roll call, all members voting aye, the motion carried. **BUILDING VARIANCE CONDITIONALLY APPROVED.**

Staff's report included findings and recommendations for approval of the Minimum Lot Depth Variance. Weigel moved, and Sommers seconded to approve item #3. Upon roll call, all members voting aye, the motion carried. **MINIMUM LOT WIDTH VARIANCE APPROVED.**

OTHER BUSINESS:
There being no further business before the Board, Weigel moved, and Schumacher seconded, to adjourn the meeting, all members voting aye, the motion carried.

_____

Emily Ellingson
Board of Zoning Adjustment Secretary
May 14, 2026

Lottery/Raffle Notification Form

123 South Lincoln Street
Aberdeen, SD 57401 | (605) 626-7023
records@aberdeen.sd.us

State law provides that any organization that conducts a raffle and tickets or shares for such lottery that are sold statewide shall provide written notice of such lottery to the SD Secretary of State and to the governing body where the drawing for such lottery is held. Raffle tickets cannot be sold until 30 days after filing a form with the SD Secretary of State. Please request the proper form for a Statewide Raffle Request. See attached Appendix A for state laws regarding raffles and lotteries.

NOTICE IS HEREBY GIVEN that the hereinafter described organization duly exists under laws of the STATE of SOUTH DAKOTA and desires to hold Lottery as provided by SDCL§22-25-25, which organization states as follows:

Section 1: Organization Information

Please check only one

- ☑ a religious, charitable, educational, or fraternal organization
- ☐ a local civic or service club; a political party a volunteer fire department
- ☐ a bona fide congressionally chartered veterans' organization
- ☐ a local industrial development corporation as defined in SDCL§5-14-23
- ☐ a political action committee or political committee on behalf of any candidate for a political office which exists under the laws of the State of South Dakota

Organization Name:	Sacred Heart Church		
Address:	502 - 2nd Ave. SE	City, State & Zip:	Abdn, SD 57401
Contact Name:	Jackie Braun	Work Number:	
Email Address:	[redacted]	Mobile Number:	[redacted]

Section 2: Lottery/Raffle Information

Indicate Lottery Type(s):	☑ Lottery	☐ Raffle	☑ Bingo	☐ Other (describe the lottery/raffle below)

Date(s) lottery/raffle will be held:	Oct. 4, 2026

A lottery may not continue for longer than 18 months after the date the first ticket is sold (SDCL§22-25-52)

Prizes offered and value (list prizes and their value below)

Cash + gift cards

Section 3: Use of Lottery/Raffle Proceeds
Named organization states that proceeds of the bingo or lottery will be used as follows and will not inure to the benefit of an individual. (SDCL 22-25-25(2)):
School + church projects

Section 4: Organization Acknowledgements (Please read carefully and initial below to acknowledge)	Initial Below
No separate organization or professional person is/will be employed to conduct lottery. SDCL 22-25-25(3)	JB
No compensation of any kind in excess of state minimum wage per hr. or sixty dollars (whichever is greater) is paid to any person rendering service to conduct lottery. (Does not apply to games or lotteries conducted in connection with county fair (SDCL 7-27-3), state fair (SDCL 1-21) or civic celebration recognized by resolution or other official action of governing body of county, municipality, or village. SDCL 22-25-25(4)	JB
No prize in excess of $2,000 will be awarded at any one play of bingo and no lottery prize in excess of $30,000 in value. However, a lottery prize of $30,000 or less in value may also be given to person who sells a winning lottery ticket or share as long as winning lottery ticket/share is selected at random. SDCL 22-25-25(5)	JB
Said Bingo or Lottery will be held thirty (30) days after filing of this notice with the Aberdeen City Council unless said Council shall pass a resolution of objection thereto. SDCL 22-25-25(8)	JB
No organization authorized to conduct bingo game/lottery under subdivision (1) may enter into lease or agreement with any other person or organization unless a distributor licensed pursuant to SDCL 22-25-28 or 22-25-51 inclusive, to provide equipment or service. SDCL 22-25-25(7)	JB

Section 3: Acknowledgement

By signing below, I acknowledge that I am the authorized representative of said organization listed on the Raffle and Lottery Notification Form and that the information provided on this Notification Form is true and correct.

Jackie Braun — Signature

6-15-26 — Date

Bazaar Chairperson — Title

OFFICE USE ONLY

PRESENTED TO CITY COUNCIL this _____ day of _____, 20____, who at this time received and placed said Notice of Intent on file ☐ or adopted a Resolution of Objection ☐ for the following reason(s):

[SEAL]

Finance Officer

Raffle and Lottery Notification Form

See Appendix A for state laws regarding raffles and lotteries

NOTICE IS HEREBY GIVEN that the hereinafter described organization duly exists under laws of the STATE of SOUTH DAKOTA and desires to hold Lottery as provided by SDCL§22-25-25, which organization states as follows:

Section 1: Organization Information

Please check only one

- ☐ a religious, charitable, educational, or fraternal organization
- ☐ a local civic or service club; a political party a volunteer fire department
- ☒ bona fide congressionally chartered veterans' organization
- ☐ a local industrial development corporation as defined in SDCL§5-14-23
- ☐ a political action committee or political committee on behalf of any candidate for a political office which exists under the laws of the State of South Dakota

Organization Name:	Sidney L. Smith American Legion Post 24		
Address:	PO Box 2052, Aberdeen SD 57401		
Contact Name:	Gary Warne	Phone:	[redacted]
Email Address:	[redacted]		

Section 2: Lottery Dates

Dates Bingo or Lottery will be held: 9-13-26 To 2-14-27

a lottery may not continue for longer than 18 months after the date the first ticket is sold (SDCL§22-25-52)

Type of lottery to be held: Bingo, Lottery/Raffle, or other – (if not Bingo or Lottery/Raffle, describe lottery activity below) and indicate prizes to be offered and value

☐ Bingo ☐ Lottery/Raffle ☒ other (describe):

Prizes offered and value: $40.00 ea. week during the NFL Minn. Vikings football season & ending Super Bowl 2-14-2027

Section 3: Use of Raffle and Lottery Proceeds

Named organization states that proceeds of the bingo or lottery will be used as follows and will not inure to the benefit of an individual. (SDCL 22-25-25(2)):

Veteran Programs such as Legion Baseball, Children & Veteran Programs, Boys State, Midwest Honor Flights, Veteran Funerals, VA Vol. Services, etc.

Section 4: Organization Acknowledgements (please read carefully and initial below to acknowledge)	Initial Below
No separate organization or professional person is/will be employed to conduct lottery. SDCL 22-25-25(3)	JW
No compensation of any kind in excess of state minimum wage per hr. or sixty dollars (whichever is greater) is paid to any person rendering service to conduct lottery. (Does not apply to games or lotteries conducted in connection with county fair (SDCL 7-27-3), state fair (SDCL 1-21) or civic celebration recognized by resolution or other official action of governing body of county, municipality, or village. SDCL 22-25-25(4)	JW
No prize in excess of $2,000 will be awarded at any one play of bingo and no lottery prize in excess of $30,000 in value. However, a lottery prize of $30,000 or less in value may also be given to person who sells a winning lottery ticket or share as long as winning lottery ticket/share is selected at random. SDCL 22-25-25(5)	JW
Said Bingo or Lottery will be held thirty (30) days after filing of this notice with the Aberdeen City Council unless said Council shall pass a resolution of objection thereto. SDCL 22-25-25(8)	JW
No organization authorized to conduct bingo game/lottery under subdivision (1) may enter into lease or agreement with any other person or organization unless a distributor licensed pursuant to SDCL 22-25-28 or 22-25-51 inclusive, to provide equipment or service. SDCL 22-25-25(7)	JW

By signing below, I acknowledge that I am the authorized representative of said organization listed on the Raffle and Lottery Notification Form and that the information provided on this Notification Form is true and correct.

Date: 6-16-26

Signature: Joey C Warne

Title: Post 24 Adjutant

OFFICE USE ONLY
PRESENTED TO CITY COUNCIL this _____ day of _____, 20____, who at this time received and placed said Notice of Intent on file ☐ or adopted a Resolution of Objection ☐ for the following reason(s):

City Finance Officer
City of Aberdeen, SD
123 South Lincoln Street
Aberdeen, SD 57401

Lottery/Raffle Notification Form

123 South Lincoln Street
Aberdeen, SD 57401 | (605) 626-7023
records@aberdeen.sd.us

State law provides that any organization that conducts a raffle and tickets or shares for such lottery that are sold statewide shall provide written notice of such lottery to the SD Secretary of State and to the governing body where the drawing for such lottery is held. Raffle tickets cannot be sold until 30 days after filing a form with the SD Secretary of State. Please request the proper form for a Statewide Raffle Request. See attached Appendix A for state laws regarding raffles and lotteries.

NOTICE IS HEREBY GIVEN that the hereinafter described organization duly exists under laws of the STATE of SOUTH DAKOTA and desires to hold Lottery as provided by SDCL§22-25-25, which organization states as follows:

Section 1: Organization Information

Please check only one

- ☑ a religious, charitable, educational, or fraternal organization
- ☐ a local civic or service club; a political party a volunteer fire department
- ☐ a bona fide congressionally chartered veterans' organization
- ☐ a local industrial development corporation as defined in SDCL§5-14-23
- ☐ a political action committee or political committee on behalf of any candidate for a political office which exists under the laws of the State of South Dakota

Organization Name:	Zion Lutheran Church		
Address:	1732 S Main St	City, State & Zip:	Aberdeen, SD 57401
Contact Name:	Nicole Martin	Work Number:	[redacted]
Email Address:	[redacted]	Mobile Number:	[redacted]

Section 2: Lottery/Raffle Information

Indicate Lottery Type(s):	☐ Lottery	☐ Raffle	☐ Bingo	☑ Other (describe the lottery/raffle below)

Split pot

Date(s) lottery/raffle will be held: August 1, 2026 ONE Day Event

A lottery may not continue for longer than 18 months after the date the first ticket is sold (SDCL§22-25-52)

Prizes offered and value (list prizes and their value below)

one half of what the total pot is.

Section 3: Use of Lottery/Raffle Proceeds
Named organization states that proceeds of the bingo or lottery will be used as follows and will not inure to the benefit of an individual. (SDCL 22-25-25(2)):
All proceeds to Benifit the Table of Plenty. Community Based Meal open to all.

Section 4: Organization Acknowledgements (Please read carefully and initial below to acknowledge)	Initial Below
No separate organization or professional person is/will be employed to conduct lottery. SDCL 22-25-25(3)	NM
No compensation of any kind in excess of state minimum wage per hr. or sixty dollars (whichever is greater) is paid to any person rendering service to conduct lottery. (Does not apply to games or lotteries conducted in connection with county fair (SDCL 7-27-3), state fair (SDCL 1-21) or civic celebration recognized by resolution or other official action of governing body of county, municipality, or village. SDCL 22-25-25(4)	NM
No prize in excess of $2,000 will be awarded at any one play of bingo and no lottery prize in excess of $30,000 in value. However, a lottery prize of $30,000 or less in value may also be given to person who sells a winning lottery ticket or share as long as winning lottery ticket/share is selected at random. SDCL 22-25-25(5)	NM
Said Bingo or Lottery will be held thirty (30) days after filing of this notice with the Aberdeen City Council unless said Council shall pass a resolution of objection thereto. SDCL 22-25-25(8)	NM
No organization authorized to conduct bingo game/lottery under subdivision (1) may enter into lease or agreement with any other person or organization unless a distributor licensed pursuant to SDCL 22-25-28 or 22-25-51 inclusive, to provide equipment or service. SDCL 22-25-25(7)	NM

Section 3: Acknowledgement

By signing below, I acknowledge that I am the authorized representative of said organization listed on the Raffle and Lottery Notification Form and that the information provided on this Notification Form is true and correct.

Nicole B Martin
Signature

June 16, 2026
Date

Pastor
Title

OFFICE USE ONLY

PRESENTED TO CITY COUNCIL this _____ day of _____, 20____, who at this time received and placed said Notice of Intent on file ☐ or adopted a Resolution of Objection ☐ for the following reason(s):

[SEAL]

Finance Officer

Petition of Voluntary Annexation
Planning Commission

123 South Lincoln Street
Aberdeen, SD 57401
605-626-7017

Mayor and City Council:
I/We, the undersigned, do hereby petition the City Council of Aberdeen, South Dakota, to annex property as follows:

Petitioner Information					
Petitioner/Title(s):	Rivett Family Trust c/o Adam Altman, Co-Trustee				
Phone:	[redacted]				
Mailing Address:					
City:	Aberdeen	State:	SD	Zip:	57401

Property Information	
Address/Location:	4407 8th Avenue NE
Legal Description:	Lot 2, Rivet Family Third Addition in the SW and NW quarter of 9-123-69
Current Zoning:	HI - Heavy Industrial (County)
Size of Parcel:	106.13 ac
Existing Land Use:	Ag

Purpose of Petition
Annex into the City for Development

Signature: [signature] Co-Trustee

Date: 6. 8. 2026

Office Use Only					
Resolution No:	26-06-03R	Date:		Map ☐	
Signatures:		City Council Meeting:	7/27/26	Annexation Date:	
Received By:					

Petition of Voluntary Annexation

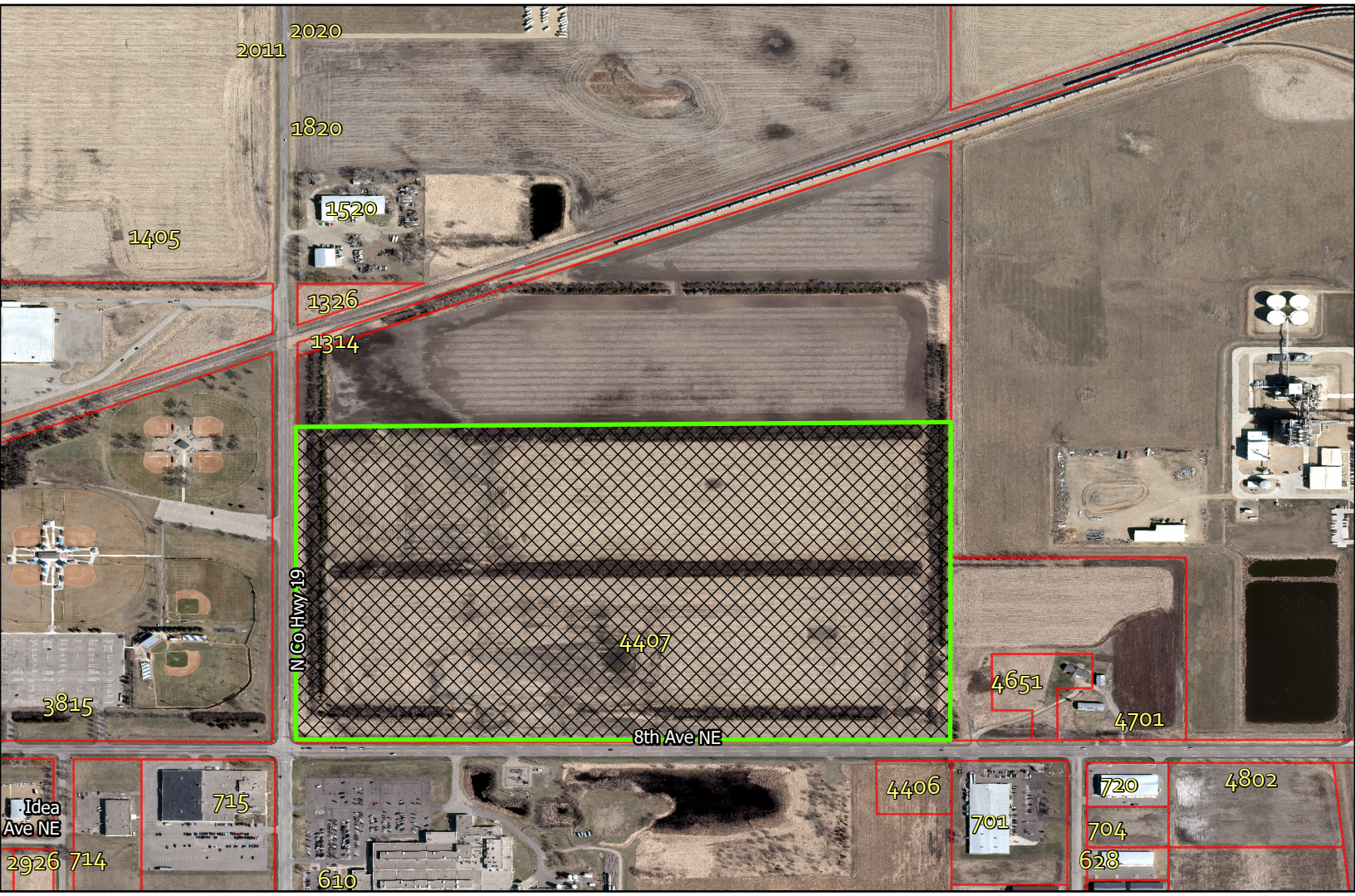
General Location: 4407 8th Avenue NE

Legal Description: Lot 2, Rivett Family Third Addition in the SW ¼ and NW ¼ of Section 9-T123N-R63W of the 5th P.M., Brown Couty, South Dakota.

Purpose: Future Industrial Development

Existing Land Use: Agricultural

Existing Zoning: HI (Heavy Industrial)



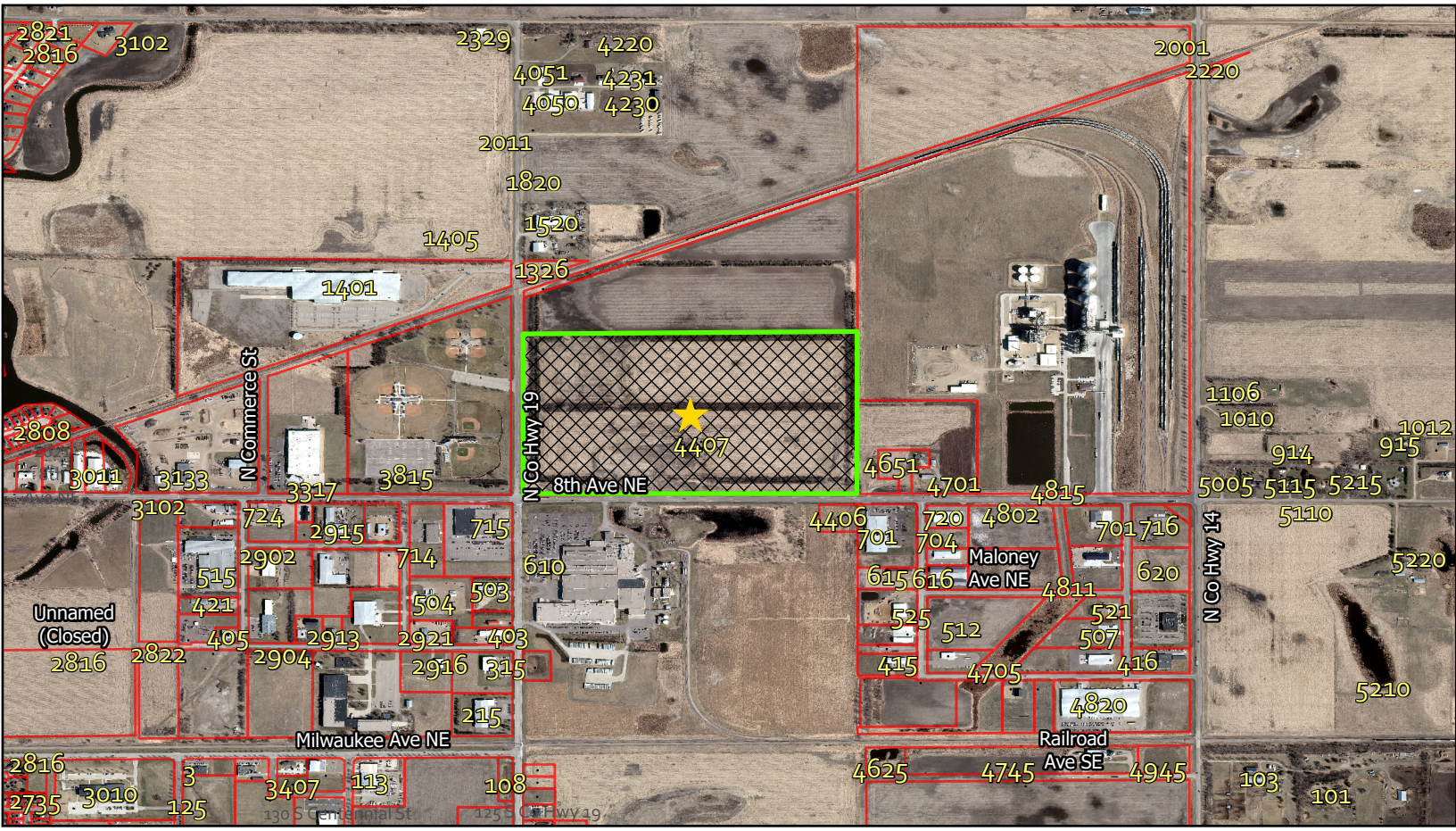
Resolution No: 26-06-03R Date: 6/10/2026

For Advisory purposes only; not a legal document.

Annexation
Overview

Address: 4407 8th Avenue NE

Legal Description: Lot 2, Rivett Family Third Addition in the SW ¼ and NW ¼ of Section 9-T123N-R63W of the 5th P.M., Brown Couty, South Dakota.



For Advisory purposes only; not a legal document.

Aberdeen City Planning Commission

Staff Report
Preliminary & Final Plat
Meeting Date: **June 16, 2026**

GENERAL INFORMATION

PETITIONER	Lonnie Anderson
REQUEST	**Preliminary & Final Plat**
LEGAL DESCRIPTION	Fairview Second Subdivision to the City of Aberdeen, in the SE¼ of Section 1, Township 123 North, Range 64 West of the 5th P.M., Brown County, South Dakota
LOCATION	623 Twenty-Fourth Avenue NE – Vacant land at the NW corner of Dakota Street North & 24th Avenue NE
EXISTING ZONING	Medium Density Residential District / Special Density Residential District
SURROUNDING ZONING	
North:	Municipal, State, & County Use District
South:	Medium Density Residential District
East:	Medium Density Residential District / Special Density Residential District
West:	Municipal, State, & County Use District
PUBLIC UTILITIES	City Water and Sewer
REPORTED BY	Eric Miller

RECOMMENDATION: Staff recommends approval of this Preliminary & Final Plat.

GENERAL COMMENTS: The petitioner is requesting this Preliminary & Final Plat in order to dedicate public Right-of-Way and lay out blocks for future subdividing into smaller lots for a new residential subdivision.

REVIEW: Staff have reviewed this Preliminary & Final Plat and concur with its approval.

Property of Interest

623 24th Ave NE

A-10373

PLAT OF
FAIRVIEW SECOND SUBDIVISION TO THE CITY OF ABERDEEN IN THE SE 1/4 OF SECTION 1-T123N-R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA

240 0 120 240

(IN FEET)
1 inch = 240 ft.

EAST 1/4 CORNER
NORTH: 609661.58
EAST: 2359655.03

S89°42'59"W 318.00'

72.2

40'

LOT 1, FIRST REPLAT OF DAHME NORTHVIEW ADDITION (NOT PART OF THIS PLAT)

N00°58'28"W 587.54'

587.48'

BLOCK 5
4.289 ACRES

965.37'
S89°42'21"W

623.30'

342.07'

317.97'
S89°42'21"W

134.73'

S00°58'17"E

BLOCK 3
7.603 ACRES

525.03' S89°42'29"W

29th Avenue NE S89°42'21"W 60'

60'

S89°42'21"W 270.02'

60'

135.01'

FAIRVIEW OUTLOT 1
(VACATED BY THIS PLAT)

S00°58'20"E

S00°58'17"E

1734.50'

BLOCK 2
10.748 ACRES

BLOCK 1
5.379 ACRES

SW 1/4 SE 1/4 SECTION 1-T123N-R64W
(NOT PART OF THIS PLAT)

N00°56'09"W 1929.66'

BLOCK 4
27.645 ACRES

N00°58'17"W 1929.44'

1794.65'

1734.52'

North Lloyd Street

North Penn Street

N00°58'17"W 1734.63'

N00°58'17"W

1734.45'

S00°58'17"E

N00°58'17"W 2638.82'

North Dakota Street / Brown County Hwy 4

624.50'

135.01'

60'

269.93'

60'

135.09'

40'

50'

N89°41'00"E 2649.07'

S89°41'00"W

24th Avenue NE / Brown County Hwy 15

SOUTH 1/4 CORNER
NORTH: 607008.73
EAST: 2357050.97

SE SECTION CORNER
NORTH: 607023.37
EAST: 2359699.76

LEGEND

- FOUND PROPERTY CORNER
- SET 5/8" X 18" REBAR WITH SURVEY CAP STAMPED KIESD RLS 9214
- CALCULATED POSITION
- DEDICATED PUBLIC RIGHT OF WAY

DEDICATED RIGHT OF WAY NOTE:

5.502 DEDICATED RIGHT OF WAY ACRES

REGISTERED LAND SURVEYOR
REG. NO. 9214
ROBERT K. KIESO
SOUTH DAKOTA
5/1/26

BASIS OF BEARINGS

SD STATE PLANE NORTH ZONE
NAD 83 (2011) US SURVEY FEET
DISTANCES ARE GROUND

Helms & ASSOCIATES
CIVIL ENGINEERS & LAND SURVEYORS
416 PRODUCTION STREET N.
Aberdeen, S.D. 57401
Phone: 605.225.1212
Fax: 605.225.3189

DWG. 10373-LS | BY: BKK | SHEET 1 OF 3

A–10373

PLAT OF
FAIRVIEW SECOND SUBDIVISION TO THE CITY OF ABERDEEN IN THE SE 1/4 OF SECTION 1-T123N-R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE

I, LONNIE G. ANDERSON, AS TRUSTEE OF THE LONNIE G. ANDERSON SURVIVING GRANTOR'S TRUST, DO HEREBY CERTIFY THAT I AM THE OWNER OF AN UNDIVIDED ONE HALF INTEREST OF FAIRVIEW OUTLOT 1 TO THE CITY OF ABERDEEN, IN THE SE 1/4 OF SECTION 1–T123N R64W OF THE 5TH P.M., BROWN COUNTY, SOUTH DAKOTA, AND I LONNIE G. ANDERSON, AS TRUSTEE OF THE LONNIE G. ANDERSON IRREVOCABLE CREDIT SHELTER TRUST, DO HEREBY CERTIFY THAT I AM THE OWNER OF AN UNDIVIDED ONE HALF INTEREST OF FAIRVIEW OUTLOT 1 TO THE CITY OF ABERDEEN, IN THE SE 1/4 OF SECTION 1–T123N R64W OF THE 5TH P.M., BROWN COUNTY, SOUTH DAKOTA, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON THE ATTACHED PLAT WHICH SHALL BE HEREAFTER KNOWN AND DESCRIBED AS; FAIRVIEW SECOND SUBDIVISION TO THE CITY OF ABERDEEN IN THE SE 1/4 OF SECTION 1–T123N–R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA, AS SHOWN BY THIS PLAT, AND I HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE FOREVER AS SUCH, THE STREETS AND ALLEYS, IF ANY, AS SHOWN AND MARKED ON SAID PLAT; AND THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND SEDIMENT CONTROL REGULATIONS.

BY THIS PLAT, WE, DO HEREBY VACATE FAIRVIEW OUTLOT 1 TO THE CITY OF ABERDEEN, IN THE SE 1/4 OF SECTION 1–T123N R64W OF THE 5TH P.M., BROWN COUNTY, SOUTH DAKOTA, AS FILED FOR RECORD ON MAY 24, 2015, AND DULY RECORDED AS PLAT NO. 3177, IN THE BROWN COUNTY REGISTER OF DEEDS OFFICE.

LONNIE G. ANDERSON, AS TRUSTEE OF THE LONNIE G. ANDERSON IRREVOCABLE CREDIT SHELTER TRUST

_____
LONNIE G. ANDERSON (TRUSTEE)

Signed this _____ day of _____, 20____

LONNIE G. ANDERSON, AS TRUSTEE OF THE LONNIE G. ANDERSON SURVIVING GRANTOR'S TRUST

_____
LONNIE G. ANDERSON (TRUSTEE)

Signed this _____ day of _____, 20____

ACKNOWLEDGMENT

STATE OF)
COUNTY OF)SS

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED LONNIE G. ANDERSON, AS TRUSTEE OF THE LONNIE G. ANDERSON IRREVOCABLE CREDIT SHELTER TRUST KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF)
COUNTY OF)SS

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED LONNIE G. ANDERSON, AS TRUSTEE OF THE LONNIE G. ANDERSON SURVIVING GRANTOR'S TRUST KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

DWG. 10373–LS	BY: BKK	SHEET 2 OF 3

A–10373

PLAT OF
FAIRVIEW SECOND SUBDIVISION TO THE CITY OF ABERDEEN IN THE SE 1/4 OF SECTION 1-T123N-R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBERT K. KIESO, A REGISTERED LAND SURVEYOR OF ABERDEEN, SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER, I HAVE SURVEYED AND PLATTED "FAIRVIEW SECOND SUBDIVISION TO THE CITY OF ABERDEEN IN THE SE 1/4 OF SECTION 1–T123N–R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA" AS SHOWN ON THE ATTACHED PLAT, THAT I HAVE FOUND AND/OR SET IRON PINS AS INDICATED THEREON. I FURTHER CERTIFY THAT THE WITHIN AND FOREGOING PLAT IS IN ALL RESPECTS TRUE AND CORRECT.

DATED THIS 1ST DAY OF May, 20 26.

ROBERT K. KIESO RLS #9214

CITY PLANNING COMMISSION CERTIFICATE

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE CITY PLANNING COMMISSION OF ABERDEEN, SOUTH DAKOTA AT A MEETING HELD ON THE _____ DAY OF _____, 20____.

"BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF ABERDEEN, SOUTH DAKOTA, THAT THE PLAT SHOWING FAIRVIEW SECOND SUBDIVISION TO THE CITY OF ABERDEEN IN THE SE 1/4 OF SECTION 1–T123N–R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA, HAVING BEEN EXAMINED, IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCL 11–3, AND ANY AMENDMENTS THEREOF."

_____
FINANCE OFFICER ABERDEEN, SOUTH DAKOTA

APPROVAL BY CITY

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE CITY COUNCIL OF ABERDEEN, SOUTH DAKOTA AT A MEETING HELD ON THE _____ DAY OF _____, 20____.

"BE IT RESOLVED BY THE CITY COUNCIL OF ABERDEEN, SOUTH DAKOTA, THAT THE PLAT SHOWING FAIRVIEW SECOND SUBDIVISION TO THE CITY OF ABERDEEN IN THE SE 1/4 OF SECTION 1–T123N–R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA HAVING BEEN EXAMINED, IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCL 11–3, AND ANY AMENDMENTS THEREOF."

_____
FINANCE OFFICER ABERDEEN, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT ON THIS _____ DAY OF _____, 20_____.

_____
DIRECTOR OF EQUALIZATION, BROWN COUNTY, SOUTH DAKOTA

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY OF THE LANDS INCLUDED IN THE ABOVE PLAT ARE SHOWN BY THE RECORDS OF MY OFFICE TO BE FULLY PAID. SIGNED THIS _____ DAY OF _____, 20_____.

_____
COUNTY TREASURER, BROWN COUNTY, SOUTH DAKOTA

REGISTER OF DEED'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT ____ ____O'CLOCK _____, AND DULY RECORDED IN HANGING PLATS NO. _____.

_____
REGISTER OF DEEDS, BROWN COUNTY, SOUTH DAKOTA

DWG. 10373–LS	BY: BKK	SHEET 3 OF 3

NOTICE OF PUBLIC HEARING
for the
Aberdeen Water Tower Improvements Project

The City of Aberdeen is seeking up to $2,500,000 of funding from the Board of Water and Natural Resources for constructing a new 1.5 million gallon elevated water storage tank and transmission line in the city. The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Clean Water State Revolving Fund (SRF) Program. The Clean Water SRF loan terms are 3.75% for 20 years, and the Board of Water and Natural Resources may forgive all or a portion of loan principal. The amount, source of funds, and terms will be determined by the Board of Water and Natural Resources when the application is presented at a scheduled board meeting. The purpose of the public hearing is to discuss the proposed project, the proposed financing, and the source of repayment for the loan. The public is invited to attend and comment on the project.

The public hearing will be held at Aberdeen City Hall, 123 South Lincoln Street, on July 6, 2026, at 5:30pm.

This notice was received and place on file as set forth in the consent agenda on the regular meeting of the City Council on June 22, 2026.

Dated this 22nd, day of June 2026.

/s/Jordan McQuillen, Finance Officer

COMMUNITY EVENT PERMIT APPLICATION

Finance Office
123 South Lincoln Street
Aberdeen, SD 57401 | (605) 626-7023
records@aberdeensd.gov

Applicants must submit the following with this application (check each box):

APPLICATIONS MUST BE SUBMITTED ONE MONTH PRIOR TO THE EVENT

1. Site plan (aerial map) to include the following (see Appendix A - Example):
   - ☒ Location of street barricade(s)
   - ☐ Vendor(s)
   - ☐ Concert Stage(s)
   - ☐ Sanitation Facility(ies)
   - ☐ Trash Receptacle(s)
   - ☐ EMT/First Aid Station(s)
2. ☒ Traffic Control Plan explaining street closure and emergency vehicle routes
3. ☒ Sanitation and cleanup plan
4. ☒ Certificate of Insurance (COI) for the event date(s) showing general liability coverage of at least $1,000,000.00. The city may require it to be named as additional insured.

Section 1: Organization/Event Sponsor Information			
Organization/Sponsor Information:	Aberdeen America 250 Committee/DPM		
Address:	123 S Lincoln St/21 S Main	City, State and Zip Code:	Aberdeen SD 57401
Phone Number:	605.626.7117	Email:	patricia.kendall@browncounty.sd.gov
Contact Name:	Patricia Kendall	Contact Phone Number:	[redacted]
Contact Email:	[redacted]	Organization Website:	aberdeensd.com/america250/

Section 2: Event Information (all questions must be answered, or your application will be delayed)					
Name of Event:	4th of July Parade		Proposed Location:	Main Street	
Date of Event:	July 4, 2026		Approx. No. of Participants:	100	
Event Start Time (Include Setup):	8am		Event End Time (Include Teardown):	11am	
Is the Event Open to Public?	☒ Yes	☐ No	Is the event sponsored by a non-profit?	☒ Yes	☐ No

1. Will anyone be selling taxable goods or services?	☐ Yes – If yes, you must attach a copy of the sales tax license for each seller of goods and or services – you must contact the Department of Revenue for mandatory reporting requirements	☒ No
2. Will signs for the event be erected?	☒ Yes – If yes, you must submit a specimen of the sign(s), including dimensions, proposed posting locations, and sign composition	☐ No
3. Will alcoholic beverages be sold?	☐ Yes – If yes, you must complete the following: (1) Obtain an alcoholic beverage license by contacting the City Finance Office for additional information, and (2) Provide a security plan by contacting the Aberdeen Police Department for security plan requirements	■ No
4. Will food be sold?	☐ Yes – If yes, you must provide the name(s) and contact information of each food vendor.	☒ No
5. Will amplified sound be used?	☒ Yes – Without City Council approval, all amplified sound must cease by 10:00 p.m. (Extend time to:)	☐ No

6. Will fireworks, pyrotechnics, or other incendiary devices be used?	☐ Yes – If yes, you must provide a plan for such use with this application and obtain a permit from the Fire Department and provide licensed operator information. Please call the Fire Marshal at 605-626-7048.	☒ No
7. Will you use any recreation trails for your event?	☐ Yes – If yes, you must provide a copy of an agreement with Parks and Rec, a map identifying the exact route to be used. Please contact the Parks and Rec department at 605-626-7015.	☒ No
8. Will the event take place downtown (6th Ave S to Railroad Ave; Washington St to First St)	☒ Yes – If yes, you must contact the Aberdeen Downtown Business Association (ADA) and provide a letter of support with the application.	☐ No
9. Will temporary electric service be used?	☐ Yes – If yes, the installation must be permitted and inspected. Contact the State Electrical Commission at 1-800-233-7765 for information.	☒ No

RELEASE OF LIABILITY
Release, hold harmless, and indemnification agreement:

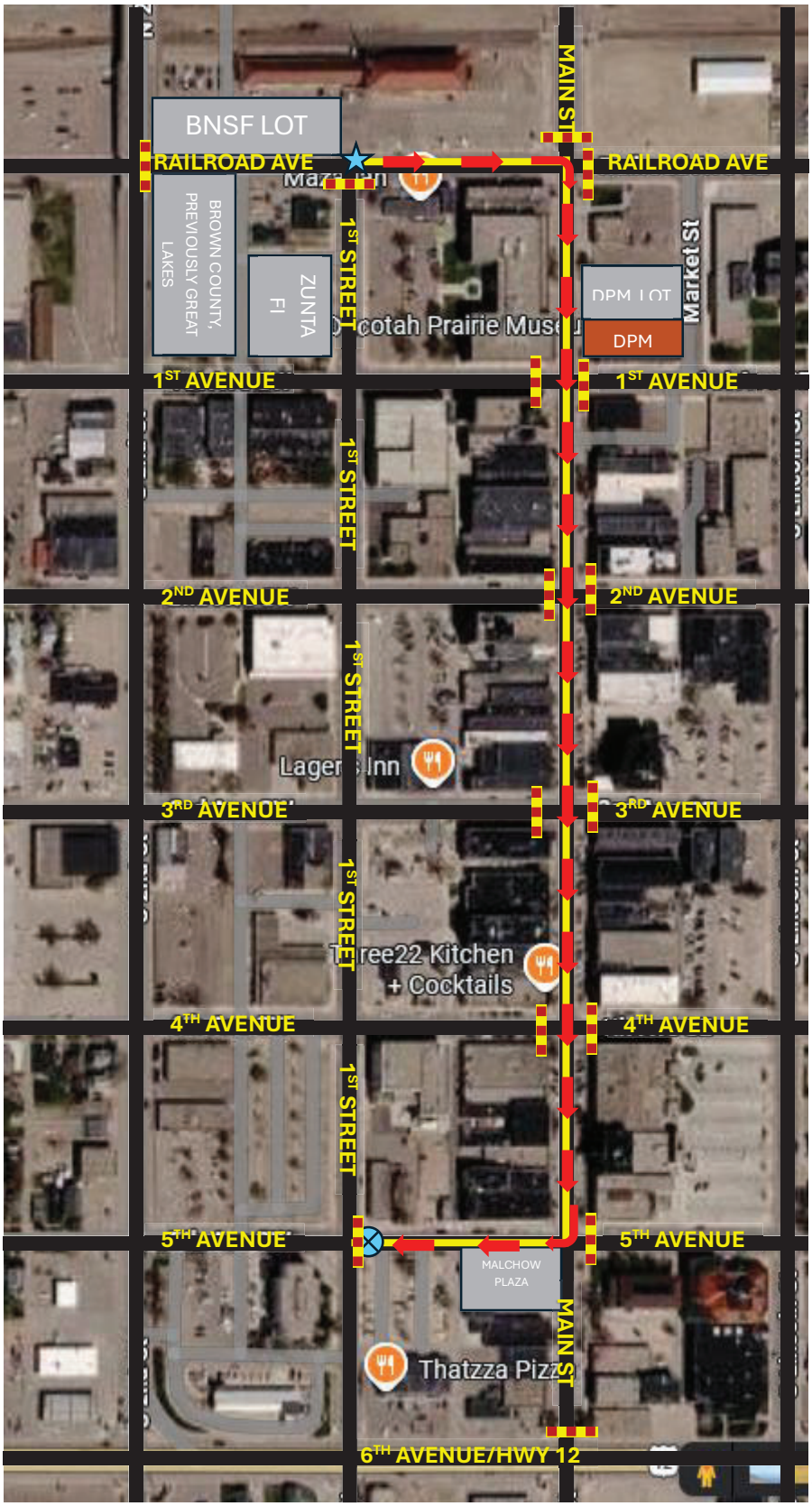
To the fullest extent permitted by law, Aberdeen America 250 Committee (Applicant) hereby agrees to defend, pay in behalf of, and hold harmless the City of Aberdeen against any and all claims, demands, suits, losses, including costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the City of Aberdeen, its elected and appointed officials, employees, volunteers, agents or all others working in behalf of the City of Aberdeen, by reason of personal injury, including bodily injury and death; and/or property damage or intended wrongful act, including loss of use thereof, which arose out of the alleged negligence of Applicant and/or in any way connected or associated with the event(s) for which this permit is issued.

I certify that the statements made herein are true and correct to the best of my knowledge.

Date: 06/18/2026 Signature: Patricia Kendall

Its (Position/Title): Co-Chair

For Office Use Only				
Department	**Department Recommendation**		**Comments**	**Signatures**
City Manager	☐ Yes	☐ No		
Police Department	☐ Yes	☐ No		
City Attorney	☐ Yes	☐ No		
Fire Department	☐ Yes	☐ No		
Public Works	☐ Yes	☐ No		
Community Development	☐ Yes	☐ No		



Parade line up in Brown County, Zunta Fi, and BNSF lots.
Parade starts at 1st Street and Railroad with floats/cars entering from both lots. Parade continues from Railroad & Main south to Malchow Plaza to go west to terminate at 1st Street & 5th Avenue.

Sanitation: respectfully request the city street sweepers to come through on the next business day (Monday, July 6). Established trash receptacles on Main Street will be used.

First Aid: parade volunteers will be instructed to call emergency services and supplied with first aid kits.

Request for Street Closure

City Finance Office
123 South Lincoln Street
Aberdeen, SD 57401-4201 | PH: (605) 626-7023

A Request for Street Closure application must be completed and submitted to the City Finance Office at least a month prior to the event date. The application is solely for the purpose of street closure(s). For requests to use recreational trails, please contact the Parks, Recreation & Forestry Department at 605-625-7015. No activity such as mobile food vendors and vendors selling goods or services are permitted. For larger scale events, please complete a Community Event Permit Application. Please include a map and/or event details to avoid delays in processing.

Section 1: Event and Application Information					
Type of Event:	Parade	Name of Sponsor:	America 250th/Dakota Prarie Museum		
Contact Person:	Patricia Kendall, Lt. Brad Jung				
Email:	[redacted]	Phone:	605-252-0758		
Event Date(s):	07/04/2026	Start Time (Include Set-up):	0800	End Time (Include Teardown):	1100
Expected No. of Participants:	400	Location/Route:	Railroad Ave to main st south to 5th/Main		

Section 2: Acknowledge the following by placing your initials in each blank	**Initial**
a. Applicant agrees to make no alteration to City property, including signs, sidewalks, trails, and streets. No paint, chalk, or markings shall be made on City property. Tape may be used to mark the event route provided all tape is completely removed at the conclusion of the event. All City property shall be left in the same condition as upon arrival.	BJ
b. Applicant agrees to clean up all event-related debris, equipment, etc., within three (3) hours after the conclusion of the event or pay a hold-over fee of $100 and at which time City may complete the clean-up.	BJ
c. Applicant agrees that if City cleans up after the event and/or City property is damaged, Applicant agrees to pay City THE GREATER OF (1) liquidated damages in the amount of $500, or (2) the total of all labor at the rate of $40/hour, equipment rental at the rate of $150/hour, plus any other expenses incurred, or (3) the actual cost incurred by the City to repair or replace the damaged property.	BJ
d. Applicant agrees to obtain a Trail Use Permit, if applicable, from the Aberdeen Parks, Recreation and Forestry Department and provide a map showing the event route.	BJ

Date: 06/18/2026 Signature: Brandy Jung

Its: _____
(Relationship of Applicant to the Event Sponsor)

For Office Use Only				
Department	**Signatures/Comments**	**Department Recommendation**		**Date**
Comm. Devel.		☐ Yes	☐ No	
Fire Department		☐ Yes	☐ No	
Public Works		☐ Yes	☐ No	
City Attorney		☐ Yes	☐ No	
Police Department		☐ Yes	☐ No	

Revised 08112025

Yard signs for Main Street

Corrugated plastic with H spike, measure 18 × 24 inches, in flower beds along Main Street.

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE
CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Risk Sharing Certificate listed below.

NAME AND ADDRESS OF MEMBER: Brown County
25 Market Street, Aberdeen, SD 57401

RISK SHARING/MEMBER NO.: 147

This is to certify that the Risk Sharing Certificates listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the Risk Sharing Certificate described herein is subject to all the terms, exclusions and conditions of such Risk Sharing Certificate and the Intergovernmental Contract under which it is issued.

EFFECTIVE DATES	TYPE OF COVERAGE	LIMIT OF COVERAGE	
1/01/2026 - 1/01/2027	Governmental General Liability		
	General Cvg	$1,000,000	Each Occurrence
		$0	Deductible Each Claim Including LAE

This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the coverage document. In the event the coverage document is cancelled prior to the expiration date, notice will be delivered in accordance with the coverage provisions.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Brown County
25 Market Street
Aberdeen, SD 57401

DATE ISSUED: 2/09/2026

Authorized Representative

South Dakota Public Assurance Alliance
PO Box 91348
Sioux Falls, SD 57106

aberdeen
DOWNTOWN ASSOCIATION

605.226.3441
sabrina@aberdeendowntown.org
aberdeendowntown.org
208 s main st, suite 2
aberdeen, sd 57401

June 18, 2026

Dave McNeil, City Manager
Mayor Travis Schaunaman
City Council of Aberdeen
Aberdeen, SD 57401

RE: July 4 – America's 250th Celebration Parade

Dear Mr. McNeil, Mayor Schaunaman, and City Council Members,

The Aberdeen Downtown Association is in support of the street closure for the 4th of July Parade to celebrate America's 250th year. The request to close main street from Railroad Ave down to 6th Ave, and subsequent side streets for through traffic is in line with the same street closure as the Parade of Lights held in December. We have found it beneficial to continue this type of street closure to keep the event safe for participants and community parade goers. It should be a highly celebrated day, with a wonderful turnout. We have even had businesses reach out to determine the best hours they should be open to handle this influx of residents in the downtown area.

Thank you for your consideration of these events, and assistance in helping make downtown Aberdeen a destination for our community members and for visitors.

Sincerely,

Sabrina Metz

Sabrina Metz

Executive Director

Aberdeen Downtown Association

(605) 226-3441

City of Aberdeen
Council Agenda Memo

Agenda Item **7A**

Meeting Date:	6/22/2026	**Department:**	Finance
Agenda Section:	New Business	**Presented by:**	Jordan McQuillen Finance Officer
Res./Ord. Number:	25-12-04R	**Attachments:**	1

Agenda Item Title:
Preliminary presentation on additional funding for the Water Tower and Transmission Line Project and possible approval of Resolution 26-06-07R authorizing an application for Drinking Water Facilities Funding

Proposed or Possible Action:
Preliminary presentation followed by motion and second to approve Resolution 26-06-07R authorizing an application for authorizing an application for Drinking Water Facilities Funding

Overview:
The City of Aberdeen is seeking up to $2,500,000 of funding from the South Dakota Board of Agriculture and Natural Resources for the Water Tower and Transmission Line Project. The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Drinking Water State Revolving Fund (SRF) Program. The Drinking Water SRF loan terms are variable for 20 years, and the Board of Water and Natural Resources may forgive all or a portion of loan principal. The amount, source of funds, and terms will be determined by the Board of Water and Natural Resources when the application is presented at a scheduled board meeting. A public hearing related to this application will be held on July 6, 2026. The purpose of the public hearing is to discuss the proposed project, the proposed financing, and the source of repayment for the loan. The public is invited to attend and comment on the project.

The North East Council of Governments is providing assistance with the application process and may be present to discuss SRF funding.

Financial Consideration:
The rate and term of SRF Loans are variable and range from 3.5% to 4.0% and 10 to 30 years, respectively.

Attachments:
1. Resolution 26-06-07R

RESOLUTION NO. 26-06-07R

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

WHEREAS, the City of Aberdeen (the "City") has determined it is necessary to proceed with improvements to its Water System, including but not limited to constructing a new 1.5 million gallon elevated water storage tank and transmission lines in the city (the "Project"); and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

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

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed $2,500,000 to the South Dakota Board of Water and Natural Resources for the Project.

2. The City Manager is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.

3. The City Manager is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted at Aberdeen, South Dakota, this _____ day of ____ 2026.

Number of AYES: _____
Number of NAYS: _____ APPROVED:
Members abstaining: _____

_____
Travis Schaunaman, Mayor

(Seal)

Attest: _____
City Finance Officer

City of Aberdeen
Council Agenda Memo

Agenda Item **7B**

Meeting Date:	6/22/2026	**Department:**	Finance Office
Agenda Section:	New Business	**Presented by:**	Jordan McQuillen, City Finance Officer
Res./Ord. Number:	Res. 26-06-06R	**Attachments:**	1

Agenda Item Title:
Possible approval of Resolution 26-06-06R Dissolving Tax Increment Financing District Number 8

Proposed or Possible Action:
Motion and second to approve Resolution 26-06-06R Dissolving Tax Increment Financing District Number 8.

Overview:
Tax Increment Financing (TIF) District Number 8 was created by the City Council on November 26, 2007, for the purpose supporting infrastructure improvements related to the Aberdeen Development Corporation Molded Fiberglass site. The District encompassed property with a certified base value of $80,670.

At the time of creation, the Project Plan anticipated a final taxable valuation of approximately $15 million and an estimated maturity in 2027. Development within the District exceeded expectations, with taxable value surpassing $17.8 million by the fifth year of the District. The current assessed value of property within the District exceeds $10.6 million.

All project obligations associated with the District have been satisfied through the collection of tax increment revenues. Pursuant to SDCL 11-9-46, the City Council must adopt a resolution to formally dissolve the District once its purposes have been accomplished and obligations have been paid.

Financial Consideration:
TIF #8 was financed through the issuance of approximately $3.8 million in Tax Increment Revenue Bonds in May 2008, bearing interest at 5.50 percent. Incremental property tax revenues generated within the District have fully satisfied the bond obligations. Dissolution of the District will return future property tax revenue generated by the property to the applicable taxing entities in accordance with state law.

Attachments:
1. Resolution 26-06-06R – Resolution to Dissolve TIF #8 and

RESOLUTION NO. 26-06-06R

RESOLUTION TO DISSOLVE TAX INCREMENT FINANCING DISTRICT #8 AND ALLOCATE REMAINING FUNDS

WHEREAS, the City Council of the City of Aberdeen, South Dakota, on November 26, 2007, created by resolution Tax Increment Financing District Number 18 of the City of Aberdeen with boundaries designated as follows:

Brown County Addition, Southeast Quarter of Section 8,
Township 123 North, Range 63W, Brown County, South Dakota

WHEREAS, the creation of said Tax Increment District did significantly enhance the value of substantially all real property within the District and immediately adjacent thereto; and

WHEREAS, all debt obligations and project costs associated with Tax Increment Financing District Number 8 have been satisfied through the collection of tax increment revenues;

NOW, THEREFORE, BE IT RESOLVED that Tax Increment Financing District Number 8 is hereby dissolved in accordance with South Dakota Codified Law (SDCL) 11-9-46, and that any monies remaining in the Special Fund shall be distributed as provided by SDCL 11-9-45.

The foregoing Resolution was considered at a regular meeting of the City Council on the 22nd day of June, 2026, and upon Roll Call vote the Resolution was adopted.

Number of AYES:____
Number of NAYS:____
Members Abstaining:_____

_____
Travis Schaunaman, Mayor

ATTEST:

_____
Jordan McQuillen, Finance Officer

City of Aberdeen
Council Agenda Memo

Agenda Item **7C**

Meeting Date:	6/22/2026	**Department:**	City Manager
Agenda Section:	New Business	**Presented by:**	Dave McNeil, City Manager
Res./Ord. Number:	NA	**Attachments:**	None

Agenda Item Title:
Possible approval of reappointment of Anthony Schwan to the Aberdeen Airport Board for a second five-year term ending June 30, 2031.

Proposed or Possible Action:
Motion and second to reappoint Anthony Schwan to the Airport Board for a second five-year term ending June 30, 2031.

Overview:
Anthony Schwan has expressed his willingness to continue serving on the Airport Board. His professional qualifications and experience on this board will continue to serve this board and our community well. In addition, Rich Krokel, Transportation Director, and Dave McNeil, City Manager, recommend and support this reappointment.

Financial Consideration:
None, Anthony Schwan is a member of the community volunteering his time to this board.

Attachments:
1. None

Meeting Date:	6/22/2026	**Department:**	City Manager
Agenda Section:	New Business	**Presented by:**	City Manager
Res./Ord. Number:	26-06-02R	**Attachments:**	2

Agenda Item Title:
Possible first reading and passage of resolution accepting Employee Handbook and approving benefits deemed to be employee compensation.

Proposed or Possible Action:
Motion by _____, second by _____ to approve first reading and passage of Resolution No. 26-06-02R accepting the Employee Handbook adopted June 17, 2026, and approving and ratifying the benefits described therein deemed to be compensation of a City employee.

Overview:
The City Manager's authority and duty to direct and supervise City employees is aided by the HR Director's adoption, pursuant to Aberdeen City Code, Sec. 2-112, of personnel policies and work rules set forth in the Employee Handbook. HR Director Kristin Kroell recently completed a comprehensive review of the Employee Handbook in consultation with employment law experts, the City Attorney, and the City Manager to address recent changes in federal and state employment and labor laws, to treat non-union and AFSCME Local Labor Union employees equitably, and to become current with changes in technology that impact employment relations and conditions. This review led to the HR Director's adoption on June 17, 2026, of a revised Employee Handbook. To satisfy audit requirements and comply with SDCL § 9-14-28, the Finance Officer recommends Council passage of Resolution No. 26-06-02R approving and ratifying those benefits set forth in the Employee Handbook deemed to be employee compensation.

SDCL § 9-14-28. Salaries and compensation of municipal officers.
Except as otherwise specially provided, the governing body of every municipality shall fix and determine by ordinance or resolution the amount of salaries and compensation of all municipal officers and the times at which the same shall be paid.

Financial Consideration:

Attachments:
1. Resolution No. 26-06-02R
2. Employee Handbook adopted June 17, 2026
3. Summary of changes from 2022 Handbook

RESOLUTION NO. 26-06-02R

A RESOLUTION APPROVING EMPLOYEES COMPENSATION

WHEREAS, the City of Aberdeen is required to fix by ordinance or resolution the amount of compensation of all municipal officers and the times at which the same shall be paid, pursuant to SDCL § 9-14-28; and

WHEREAS, the Human Resources Director, in consultation with and approval from the City Manager, updated, amended, and adopted on June 17, 2026, the Employee Handbook for the City of Aberdeen ("Employee Handbook") setting forth the personnel policies and work rules for all city employees for calendar year 2026 and thereafter, pursuant to Aberdeen City Code, Sec. 2-112; and

WHEREAS, the amended Employee Handbook complies with recent changes in federal labor and employment law, includes those benefits previously provided to all non-union employees, and adds or revises benefits for non-union employees similar to certain benefits provided to employees represented by Local 0162-0001 of AFSCME; and

WHEREAS, those benefits in the Employee Handbook deemed to be compensation of the city employees are paid bi-weekly, monthly, or at times otherwise set forth in the Handbook.

NOW, THEREFORE, BE IT RESOLVED by the Aberdeen City Council that the Employee Handbook is hereby accepted and shall be placed on file with the office of the Finance Officer.

BE IT FURTHER RESOLVED that the benefits described in the Employee Handbook deemed to be compensation of a city employee are hereby approved and shall be paid in the amounts and at the times set forth therein, and those benefits paid from and after January 1, 2026, are hereby ratified and approved.

BE IT FURTHER RESOLVED that the Employee Handbook may be amended from time to time and adopted by the Human Resources Director, in consultation with and approval from the City Manager, and that such amended Employee Handbook shall be placed on file with the office of the Finance Officer and, if necessary, presented to the Council for approval of any changes in benefits deemed to be compensation of a city employee.

The foregoing Resolution No. 26-06-02R was approved after first reading and passed at a regular meeting of the Aberdeen City Council on the 15th day of June, 2026.

Number of AYES: _____
Number of NAYS: _____
Members abstaining: _____

ATTEST: _____ Travis Schaunaman, Mayor

_____
Jordan McQuillen, Finance Officer

EMPLOYEE HANDBOOK

CITY OF ABERDEEN

123 South Lincoln Street
Aberdeen, SD 57401

Effective Date: **January 1, 2026**
Revised and adopted by the HR Director: **June 17, 2026**

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SECTION 1 - INTRODUCTION

1.1. WELCOME TO ABERDEEN!

We're very happy to welcome you to the City of Aberdeen. Thanks for joining us! The City would like you to feel that your employment with us will be mutually beneficial and enjoyable.

You have joined a team that is dedicated to improving the quality of life for our citizens through public service. As a City employee you have the opportunity to make a difference every day by providing quality customer service and working for the betterment of the community. We hope that you will take pride in your work and find your employment with the City of Aberdeen both satisfying and rewarding.

1.2. HISTORY

The City of Aberdeen was incorporated in 1882. Aberdeen is the third largest city in South Dakota and also the county seat of Brown County. Aberdeen, called the Hub City for decades, serves as a regional hub for commerce, education, shopping, and medical services for Northeast South Dakota and Southern North Dakota.

1.3. HANDBOOK PURPOSE

This Employee Handbook is presented as a matter of information and has been prepared to inform employees about the City's philosophy, employment practices, policies, and the benefits provided to our valued employees, as well as the conduct expected from them. While this Handbook is not intended to be a book of rules and regulations or a contract, it does include some important guidelines which employees should know. The Handbook can be amended by the City at any time. No one other than authorized management may alter or modify any of the policies in this employee Handbook. No statement or promise by a supervisor, manager, or designee is to be interpreted as a change in policy, nor will it constitute an agreement with an employee. This Handbook and its contents replace any prior Handbooks and policies that are inconsistent and/or were written earlier.

This Employee Handbook will not answer every question employees may have, nor would the City want to restrict the normal question and answer interchange among us.

We hope this guide will help employees feel comfortable with us. The City depends on its employees; their success is our success. Please don't hesitate to ask questions. Every manager will gladly answer them. We believe employees will enjoy their work and their fellow employees here. We also believe that employees will find the City a good place to work.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such a finding does not invalidate the entire Handbook, but only the subject provision. Nothing in this Handbook is intended to infringe upon employee rights under S.D. Codified Laws Chapter 3-18or be incompatible with the Chapter.

This Handbook shall be used in conjunction with active working agreements between the City and Local F.O.P. Lodge Union #4, Local 446 of the International Association of Firefighters, and Local 0162-001 of the American Federation of State, County, and Municipal Employees.

In any instance where these personnel practices and procedures conflict with applicable state or federal laws, union contracts, or civil service rules as applied to municipal employees, the provision contained in the applicable state or federal law, union contract or civil service rules shall supersede to the extent the Handbook policy is less generous to the employee.

SECTION 2 - EMPLOYMENT

2.1. EQUAL EMPLOYMENT

It is the policy of the City to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following:

- Race
- Color
- Creed
- Ancestry
- Age
- Sex
- Sexual orientation
- Gender
- Gender identity
- Religion
- National origin
- Pregnancy (including childbirth and related medical condition)
- Physical or mental disability
- Military or veteran status
- Citizenship and/or immigration status
- Genetic information, including family medical history
- Any other protected class, under applicable federal, state, and local laws

The City takes allegations of discrimination, intimidation, harassment and retaliation related to the above protected characteristics very seriously and will promptly conduct an investigation when warranted.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence, and termination.

Any employee who believes a violation of this policy has occurred is encouraged to follow the Complaint Procedures set forth in this Handbook.

2.2. BACKGROUND CHECKS

The City will conduct a background check on any applicant or employee with their signed consent. The background check may consist of prior employment verification, reference checks, education confirmation, criminal background, credit history, or other information as permitted by applicable law. Third-party services may be hired to perform these checks. All offers of employment and continued employment are contingent upon a satisfactory background check. Refusal to consent to a background check may result in discipline, up to or including termination.

2.3. AT-WILL NOTICE

The employment relationship between the City and its non-union employees is at-will. This means that employees are not hired for any specified period of time and their employment may be terminated at any time, with or without cause, and with or without notice, by either the City or the employee. City policy requires that all non-union employees are at-will; any implied, oral, or written agreements or promises to the contrary are void and unenforceable, unless approved by an officer with the power to create an employment contract. There is no implied employment contract created by this Handbook or any other City document or written or verbal statement or policy.

2.4. ANNIVERSARY DATE AND SENIORITY

The employee’s date of hire is their official employment anniversary date. Seniority is the length of continuous service starting on that date. Should an employee leave the City and then be rehired, previously accrued seniority will be lost and seniority will begin to accrue again on the date of rehire.

2.5. IMMIGRATION LAW COMPLIANCE

All employees are required to complete Section 1 of USCIS Form I-9 on their first day of employment and produce, within three business days, acceptable proof of their identity and eligibility to work in the United States. Failure to produce the proper identifying documents within three days will result in termination.

2.6. NO STRIKE OR LOCKOUT

The City and the employees recognize their mutual responsibility to provide for uninterrupted services, therefore:

1. The employees recognize the validity of SDCL §§ 3-18-9 through 3-18-14.

2. The employees agree they will not, individually or collectively, authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slow-down, picketing, or other concerted interruptions of operations by employees *(including purported mass resignations or sick calls)* or any similar and associated disruption or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by concerted actions with others.

3. The City shall discipline or discharge any employee who engages in such activity.

4. There shall be no strikes or lockouts while employed with the City of Aberdeen.

2.7. EMPLOYMENT CLASSIFICATIONS

The City has established the following employee classifications for compensation and benefit purposes only. An employee's supervisor or manager will inform the employee of their classification, status, and responsibilities at the time of hire, re-hire, promotion or at any time a change in status occurs. These classifications do not alter the employment at-will status.

1. **Regular Full-Time Employee.** An employee who is regularly scheduled to work no less than 100% of the scheduled work hours in a workweek on a fixed work schedule and works 30 or more hours per week on average. The employee may be exempt or non-exempt and is generally eligible for all employment benefits offered by the City if they work 40 hours per week on average. The employee is eligible only for medical coverage if they work more than 30 hours but less than 40 hours per week on average.

2. **Regular Part-Time Employee.** An employee who is scheduled to work less than 30 hours in a workweek. The employee will not be eligible for benefits unless specifically authorized in writing or required by applicable law.

3. **Temporary Employee (Seasonal).** An employee who is scheduled to work on a specific need of the City whether full- or part-time with the understanding that they will be employed only for a short period of time. The employee will not be eligible for benefits unless specifically authorized in writing or required by applicable law.

4. **Exempt From Overtime Pay.** Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime pay requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet their work responsibilities. Salaried exempt employees are paid their regular salary regardless of the number of hours worked, with the exception of a few limited deductions when allowed by law.

5. Non-Exempt From Overtime Pay. Employees whose positions do not meet FLSA and state exemption tests are non-exempt employees. Non-exempt employees are paid a multiple of their regular rate of pay for overtime for all hours actually worked in excess of 40 hours in any work week (or as specified in an applicable collective bargaining agreement). Unless notified otherwise in writing by management, all employees of the City are non-exempt.

2.8. PERSONNEL RECORDS

The City maintains various employment files while an individual remains an employee of the City. Such files may include employee personnel files, attendance files, I-9 files, and separate confidential medical files. Employees are required to notify their manager and Human Resources should any of their personal information change *(e.g., address, phone number, last name, marital status for benefit purposes)* so the appropriate updates can be made to the files. The City will take reasonable precautions to protect employee files and employees' personally identifiable information in its records.

Employee files are restricted based on who reasonably needs access to all or parts of the files. Employees may review their own personnel file by making a written request to their manager or Human Resources. The written request will become a part of the employee's personnel file. Review of files must take place in the presence of the employee's manager or Human Resources during the City's normal working hours.

2.9. EMPLOYEE REFERENCES

All employee reference check requests should be forwarded to Human Resources. Only Human Resources may provide this information. When the City is contacted for a reference check or employment verification, generally only positions held and dates of employment will be confirmed. In some circumstances, past salary and eligibility for rehire may be provided as well.

2.10. JOB TRANSFERS

The City aspires to promote qualified internal candidates to fill open positions whenever possible and practical. When job openings occur, current employees are encouraged to apply.

Management reserves the right to place an employee in whatever job it deems useful or necessary on a temporary basis. All job transfers, reassignments, promotions, or lateral transfers are at the discretion of the City.

2.11. EMPLOYMENT OF IMMEDIATE FAMILY (NEPOTISM)

It is the City of Aberdeen's practice to hire and promote on the basis of an individual's experience, knowledge, skill and abilities. To avoid circumstances of

perceived favoritism and discrimination, no applicant or regular employee may be hired, promoted, transferred or serve in a position within a department/division where a member of their immediate family is employed, without the specific approval of the City Manager. For the purpose of this policy, immediate family means: a spouse, child, step-child, parent, step-parent, sibling, step-sibling, grandparent, and grandchild.

2.12 RESIDENCY

Employees must maintain their regular residence within forty (40) miles of the City of Aberdeen city limits.

SECTION 3 - WORK RULES

3.1. GENERAL CONDUCT GUIDELINES

The City of Aberdeen endeavors to maintain a positive work environment. Professionalism is expected when interacting with the public, as is respect for the safety and security of people and property. Failure to meet these expectations may be grounds for discipline, up to and including termination. The following are examples of unacceptable conduct, but this is not an exhaustive list.

- Failure to follow the policies outlined in this Handbook.
- Negligent, careless, or inconsiderate treatment of the public or their information.
- Theft, misappropriation, or unauthorized possession or use of any property that does not belong to the employee.
- Unauthorized removal of City property from the premises.
- Accessing, without authorization, confidential information pertaining to the public or employees.
- Falsifying or changing any type of City, public, or employee document or record without authorization.
- Willfully, negligently, or carelessly damaging, defacing, or mishandling property of the City, public, or an employee.
- Taking or giving bribes of any nature.
- Entering non-public City-owned spaces without authorization.
- Violating security, safety, or fire prevention regulations, or tampering with safety equipment.
- Violation of safety rules and policies or creating unsafe conditions.
- Unauthorized use of a personal vehicle for City business.
- Conduct that is illegal under applicable federal, state, or local law, or violates administrative or department rules or regulations.
- Conviction of a felony or domestic violence offense (including suspended imposition of sentence).
- Harassment/bullying of another individual while at work.
- Making disparaging remarks about another’s race, ethnicity, or national origin.
- Creating a disturbance on City premises.

- Any rude, discourteous, or un-businesslike behavior directed to the public while working.
- Insubordination or refusing to follow lawful instructions from a supervisor or manager; refusal or unwillingness to accept a job assignment or to perform job requirements.
- Failure to perform assigned job duties.
- Loss of or inability to obtain driver's license or required certification that prevents performance of assigned duties.
- Unsatisfactory job performance or conduct.
- Leaving the assigned work site during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- Violation of attendance and tardiness policy, including but not limited to irregular attendance, habitual lateness, or unexcused absences.
- Falsifying, misrepresenting, altering time records – whether your own or someone else's
- Taking unscheduled or extended breaks beyond the allotted or reasonable time
- Sleeping during work time.
- Recording time for another employee or requesting or having time recorded by another employee.
- Use or possession of illegal drugs on City premises at any time.
- Use of alcohol or illegal drugs during working time or working under the influence of any intoxicants.
- Threatening or attempting to use political influence for personal gain.
- Gambling on City premises during work time.

All non-union employees are employed at-will, and the City of Aberdeen reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation. City of Aberdeen may utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason. The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

3.2. MANAGEMENT RIGHTS

The City Manager and City Administration reserve the right to operate and manage its affairs in accordance with its responsibilities, powers, and authority. These management rights include, but are not limited to, the following:

1. To utilize personnel, methods and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or re-train employees in positions with the City, and to reprimand, suspend, demote, discharge, or take other appropriate action necessary;

2. To determine the size and composition of the work force, to eliminate or discontinue any job or classification, and to lay off employees for lack of work or lack of appropriated funds;

3. To determine the objectives of the City and the method and means necessary to efficiently fulfill those objectives, including the transfer, alteration, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment; and the utilization of seasonal, temporary, and part-time employees;

4. To provide, establish, and enforce reasonable standards, rules, or guidelines for employees; and

5. To determine the method of fulfillment of the objectives of the City, whether by its employees or by contracting or subcontracting with respect to all of the City's services.

3.3. SEXUAL AND OTHER UNLAWFUL HARASSMENT

The City is committed to providing a work environment free of harassment in any form, including inappropriate and disrespectful behavior, intimidation, and other unwelcome conduct directed at an individual because of their inclusion in a protected class. Protected classes include the following:

- Race
- Color
- Creed
- Ancestry
- Age
- Sex
- Sexual orientation
- Gender
- Gender identity
- Religion
- National origin
- Pregnancy (including childbirth and related medical condition)
- Physical or mental disability
- Military or veteran status
- Citizenship and/or immigration status
- Genetic information, including family medical history
- Any other protected class, under applicable federal, state, and local laws

Applicable federal and state law defines harassment as unwelcome behavior based on someone's inclusion in a protected class. Sometimes language or actions that

were not expected to be offensive or unwelcome actually are, so employees should err on the side of being more sensitive to the feelings of their co-workers rather than less.

The following are examples of harassment; behaviors not in this list may also be considered harassment:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Retaliation or threats of retaliation for refusing advances or requests for favors;
- Leering, making sexual gestures or jokes, or commenting on an employee's body;
- Displaying sexually suggestive content;
- Displaying or sharing derogatory posters, photographs, or drawings;
- Making derogatory epithets, or slurs;
- Ongoing teasing about an employee's religious or cultural practices;
- Ongoing teasing about an employee's sex, sexual orientation, or gender identity;
- Physical conduct such as touching, assault, or impeding or blocking movements

Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a manager, or harassment by persons doing business with or for the City, such as patrons, customers, or vendors.

1. Retaliation. Any form of retaliation against someone who has expressed concern about any form of harassment, refused to partake in harassing behavior, made a harassment complaint, or cooperated in a harassment investigation is strictly prohibited. A complaint made in good faith will not be grounds for disciplinary action. Individuals who make complaints that they know to be false may be subject to disciplinary action, up to and including termination.

2. Enforcement. All managers and supervisors are responsible for:

a. Implementing the City's harassment policy;

b. Ensuring that all employees they supervise have knowledge of and understand the City policy;

c. Reporting any complaints of misconduct to the designated company representative or the Human Resource Director so they may be investigated and resolved internally;

d. Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policy; and

e. Conducting themselves in a manner consistent with the policy.

3. Addressing Issues Informally. Employees who witness behavior in the workplace that violates this policy – whether directed at them or another employee – are encouraged, though not required, to immediately address it with the employee. An employee who is informed that their behavior may violate this policy should stop immediately and refrain from that behavior in the future, regardless of whether they agree that the behavior could have been offensive.

4. Formal Harassment Complaint Procedure. Employees are encouraged to use the Complaint Procedure to report behavior that they feel violates this policy, whether or not that behavior is directed at them. The Complaint Procedure below provides for immediate, thorough, and objective investigation of claims of harassment. Appropriate disciplinary action will be taken against individuals who are determined to have engaged in harassing behavior that violates this policy. For harassment complaints, employees may skip any step in this complaint procedure.

3.4. EMPLOYEE COMPLAINT PROCEDURE

The City is committed to maintaining a professional, respectful, and productive work environment. The City reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. The circumstances of each situation may differ and the level of disciplinary action may also vary, depending upon factors such as the nature of the offense, whether it is repeated, the employee's work record and the impact of the conduct on the City of Aberdeen.

1. Procedure. Employees who have workplace concerns or complaints are encouraged to raise them promptly so they can be reviewed and addressed appropriately:

Step 1: Address the Concern with Your Supervisor
Employees are encouraged to first discuss concerns with their immediate supervisor. Many workplace issues can be resolved quickly through open communication at the department level.

Step 2: Contact Department Leadership or Human Resources
If the employee is not comfortable discussing the matter with their supervisor, or if the issue is not resolved, the employee may bring the concern to their department head or the Human Resources Department.

Step 3: Human Resources Review
Human Resources will review the concern and may conduct an inquiry as appropriate. This may include gathering information, speaking with involved individuals, and reviewing relevant documentation.

2. Confidentiality. Complaints will be handled as discreetly as possible. Information will be shared only with individuals who have a need to know in order to review or resolve the concern.

3. No Retaliation. The City prohibits retaliation against any employee who, in good faith, raises a concern, reports a violation of policy, or participates in a review or investigation.

4. Employee Responsibility. Employees are expected to raise concerns in good faith and cooperate in any review or investigation process.

3.5. CORRECTIVE ACTION

A high level of job performance and professionalism is expected from each employee. In the event that an employee's job performance does not meet the standards established for the position, they violate company policies or procedures, or their behavior is otherwise unacceptable, corrective action may ensue. Corrective action may include, but is not limited to: Coaching, oral or written warnings, performance improvement plans, paid or unpaid suspension, demotion, and termination. The type and order of actions taken will be at management's sole discretion and the City is not required to take any disciplinary action before making an adverse employment decision, including termination.

SECTION 4 – COMPENSATION

4.1. PAY PERIODS

Pay Period: Sunday morning at 12:00 midnight shall be considered the beginning of the pay period for the work week, and Saturday at 11:59 p.m. shall be considered the end of the pay for the work week. When an employee's scheduled shift starts prior to 11:59 p.m. and ends after midnight, all hours of that shift shall be recorded on the date the employee begins that shift. Employees shall be paid every two weeks on the same day of the week.

4.2. DIRECT DEPOSIT

All regular full time, part time, temporary/seasonal, appointed, or elected employees paid through the City of Aberdeen payroll system will be required to set up a direct deposit account (checking and/or savings) through the City Human Resource Office. Money can be distributed to three (3) accounts (one or more financial institutions).

4.3. STARTING SALARY

Starting salary for a new employee of the City shall be on the basis of the schedules of salary ranges prescribed for the respective classes of positions. The City shall assign salary levels to each classification based on the level of responsibilities, skills, working conditions of the position, economic conditions, City's ability to pay, and comparable salary levels for similar positions in other governmental jurisdictions and private business and other appropriate data.

4.4. SALARY INCREASES

Cost of living increases will be reviewed each year and the amount, if any, and percentage, if any, will be based on the City of Aberdeen revenues.

Step increases will occur based on the City of Aberdeen revenues.

4.5. TIMEKEEPING

All non-exempt employees are required to use the timekeeping system to record their hours worked. For the purpose of this policy, all forms of timekeeping will be referred to as clocking in or out.

Employees should clock in no sooner than seven (7) minutes before the start of their scheduled shift and clock out no later than seven (7) minutes after the end of their scheduled shift.

Employees are required to clock in and out for their designated lunch periods if the period is longer than 30 minutes. The length of the lunch period will be designated by the employee's manager. Alteration or waiver of the lunch period requires manager approval. Lunch periods of 30 minutes or more are unpaid time when employees are relieved of all duties.

Accurate timekeeping is a federal and state wage and hour requirement, and employees are required to comply. Failing to enter time into the timekeeping system in an accurate and timely manner is unacceptable job performance. Employees may not ask another employee to clock in or out for them. Should an employee miss an entry into the timekeeping system, they must notify their manager as soon possible for correction.

Non-exempt employees are not permitted to work unscheduled time without prior authorization from their manager. This includes clocking in early, clocking out late, or working through scheduled break or lunch periods.

4.6. CALL BACK AND REPORTING PAY

In the event an employee reports for work on their regular shift without previously having been notified not to report to work or in the event an employee is called back to work outside of their regular shift or schedule, then they shall be given at least two (2) hours of work or two (2) hours of pay at their regular rate of pay. Duties performed less than two (2) hours prior to the beginning of their shift or employee held over at the end of their shift, will be paid for actual hours worked. Two (2) times the regular rate of pay shall be paid for such hours worked on Thanksgiving and the additional holiday identified by the City Manager.

4.7. OVERTIME

The City complies with all applicable federal and state laws with regard to payment of overtime work. Non-exempt employees are paid overtime at the rate of one and one-

half times (1½) the regular rate of pay for all hours worked over 40 in a workweek (or as specified in an applicable collective bargaining agreement).

Employees are required to work overtime when assigned. Any overtime worked must be authorized by a supervisor or manager, in advance. Working unauthorized overtime or the refusal or unavailability to work overtime is not acceptable work performance, and is subject to discipline, including, but not limited to, termination.

4.8. OVERTIME COMPENSATORY TIME ELECTION

An employee may choose to receive overtime pay for overtime hours worked as overtime compensatory time, at a rate of one and one-half (1½) hours per hour of overtime. For example, an employee who comps two hours of overtime would earn three hours of compensatory time, which could be used hour for hour or paid out at their regular rate.

Overtime compensatory time may be accrued by an employee at a maximum accrual of fifty (50) hours. After fifty (50) accumulated hours, the employee can no longer receive overtime compensatory time, but will have to be compensated with overtime wages at one and one-half (1½) the employee's basic rate of pay.

Overtime compensatory time is earned time and, upon the employee's discharge, resignation, or retirement, overtime compensatory time will be cashed in at the employee's current rate of wage.

Overtime compensatory time cannot be used during the same pay period it is earned.

Overtime compensatory time may only be used with prior approval from the supervisor and may be used in fifteen (15) minute increments.

Employees will be permitted to accumulate additional compensatory time after drawing down their accumulated compensatory time. Accumulation may resume once the employee's compensatory time balance falls below the maximum accrual cap.

4.9. PAYROLL DEDUCTIONS

The City complies with the salary basis requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. Ordinarily, deductions will not be made from exempt employees' salaries because of variations in the quantity or quality of their work, but there are certain circumstances where deductions from the salaries of exempt employees are permissible. Such circumstances include:

1. When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;

2. When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide sick leave plan that provides compensation for salary lost due to illness.
3. To offset amounts received as witness or jury fees, or for military pay;

4. For disciplinary suspensions of one or more full days imposed in good faith for infractions of safety rules or workplace conduct policies;

5. For penalties imposed in good faith for serious safety infractions;

6. When an employee is on unpaid leave under the Family and Medical Leave Act; or

7. During an employee's first and last week of employment, if they work less than a full week.

If an employee believes that an improper deduction has been taken, they should immediately report this to their manager or the person responsible for payroll processing. Reports will be promptly investigated and if it is determined that an improper deduction has been taken, the City will be promptly reimburse the employee and will make a good faith commitment to comply in the future with the applicable laws and terms of this policy so that improper deductions will not occur in the future.

4.10. PAY DECREASES AND DEMOTIONS

Employees' pay may be adjusted downward due to situations such as job restructuring, job duty changes, job transfers, adverse business economic conditions, or demotion. Demotion is a reduction in responsibility, usually accompanied by a reduction in salary. If demotion occurs, employees will maintain their seniority with the City.

4.11. PERFORMANCE EVALUATION

Employees will generally receive a written appraisal of their job performance annually. Such evaluation may, but is not required to, occur at about the same time each year, at the discretion of the employee's manager.

If the employee receives an evaluation sheet or other written document, they will be required to sign it or a refusal will be noted on the evaluation. An employee's signature does not necessarily indicate that the employee agrees with all the comments, but that they have been given the opportunity to examine the evaluation and discuss it with their manager. The completed and signed evaluation form will be placed in the employee's personnel file and the employee will receive a copy of the performance evaluation.

In addition to performance evaluations, informal counseling sessions may be conducted from time to time.

New employees should receive an initial performance evaluation during their first year of employment and annually thereafter.

4.12. WORK ASSIGNMENTS

On occasion employees may be required to perform duties that are not part of their job description or usual tasks. This may happen because a co-worker is absent, a position is temporarily vacant, or the department is particularly busy, or for other reasons. Employees are expected to perform these additional duties in a timely fashion and to the best of their ability. Should questions about process or procedure arise, employees should speak with their manager. Unless informed otherwise, employees will be paid at their regular rate of pay.

4.13. EXPENSE REIMBURSEMENT

The City will reimburse employees for all reasonable and necessary business-related expenses actually incurred by an employee in the scope of their employment. Employees must provide documentation, as set forth below, to receive reimbursement for eligible expenses. Any travel cost must be approved by the appropriate manager *before* the expense is incurred. Employees may not be reimbursed for expenses that were not approved in advance and are deemed unnecessary or extravagant.

The following types of expenses may be reimbursable under this policy:

- Lodging
- Travel expenses including airfare, reasonable airline luggage fees, train fare, bus, taxi, and related tips
- Meals, as outlined on the travel request form
- Car rental, parking fees, and tolls
- Mileage on a personal vehicle at the current state rate
- Conference and convention fees
-

The following expenses are examples of expenses not reimbursable under this policy:

- Airline club dues
- Traffic fines
- In-flight movies, mini-bar expenses, and other forms of personal entertainment
- First-class airfare

No policy can anticipate every situation that might give rise to legitimate business expenses. Reasonable and necessary expenses not listed above may be reimbursable.

When prior approval is required, supervisor should use their best judgment to determine if an unlisted expense is reimbursable under this policy.

1. Credit Cards. City-issued credit cards are to be used for purchases on behalf of the City and for any travel expenses incurred while traveling on company business only. At no time may an employee use a City credit card for purchases intended for personal use; such expenses will require that the City be reimbursed and may lead to revocation of credit card privileges and other discipline. Credit card expenses require the same reimbursement documentation as other expenses.

2. Documentation. Employees must submit documentation to their supervisor to receive reimbursement for eligible business expenses. In order to comply with IRS regulations, all business expenses must be supported with an original receipt and adequate information, including:

- The amount of the expenditure;
- The time and place of the expenditure; and
- The business purpose of the expenditure.

Employees are responsible for keeping the original receipts and recording this information as expenses are incurred. Requests for reimbursement lacking this information will not be processed and will be returned to the employee. Requests for exceptions to this policy should explain why the exception is necessary and be approved by management.

3. Approvals. Required documentation must be submitted to the employee's supervisor for review and approval. Once the expense reimbursement has been approved, it should be submitted for processing no more than 30 days after the expenses occurred. Supervisors approving expense reports are responsible for ensuring that the expense report have been filled out correctly with the required documentation and that the expenses submitted are eligible for reimbursement under this policy.

4.14. ADVANCES AND LOANS

The City does not give advances or loans to employees.

4.15. TEMPORARY WORK IN HIGHER CLASSIFICATION

When an employee is assigned, directed, or expected to perform the essential duties of a higher-paid classification for a period of not less than two (2) months, the employee will be considered temporarily working in a higher classification for such period. For all such time worked, the employee will receive a temporary pay upgrade equal to the starting step of the higher classification or five percent (5%) above their current rate of pay, whichever is greater.

4.16 CERTIFICATION INCENTIVES

Employees are encouraged to seek additional certifications for the betterment of their department, including the succession considerations of their department. Except for

certifications (i) held by an employee on January 1, 2026, or (ii) listed as a requirement in the employee's job description, or (iii) determined by the City as necessary to perform the assigned work, or (iv) required by law, regulation, or licensing authority for the duties of the position, the City may provide certification incentive compensation in the form of a one-time bonus or a permanent wage increase for employees who obtain and maintain additional certifications approved by the City Manager.

4.17 CELL PHONE STIPEND

Upon submission of a request for a cell phone stipend allowance of $16.15 biweekly, employees who are required to continuously and routinely monitor, receive, and respond to work-related emails, data communications, alerts, and notifications via their personal cell phone will be approved by the City Manager to receive the stipend and shall respond when called for City business. The cell phone stipend may be increased annually by the percentage increase for pay grades.

4.18 CDL TRAINING AND FEES

The City will pay necessary fees and training costs for obtaining or renewing a commercial driver's license required in the employee's job description. Required training may occur during regular work hours. The employee will be responsible for any additional costs resulting from a failed test.

SECTION 5 - BENEFITS

The benefits described in this Section 5 are not guaranteed benefits as the City reserves the right to eliminate, alter, or modify any benefit at any time.

5.1. OFFICIAL HOLIDAYS

The City observes the following paid holidays for regular full-time employees:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Native American Day
- Veteran's Day
- Thanksgiving Day
- Four (4) hours will be given at regular rate on Christmas Eve if that day falls on Monday - Thursday
- Christmas Day

Whenever any of the foregoing holidays fall on Sunday, the Monday following will be observed as the holiday. Whenever any of the foregoing holidays fall on a Saturday, the previous Friday will be observed as the holiday.

Regular full-time employees will receive the number of regularly scheduled hours of pay at their regular rate of pay for each holiday recognized. Eight (8) hours for an 8 hour day, ten (10) hours for a 10 hour day, and twelve (12) hours for a 12 hour day etc. No holiday pay will be paid to an employee who is on an unpaid status.

Employees will receive pay at one and a half times their regular rate of pay for work performed on the above listed recognized holidays depending on when an employee's shift starts.

If a shift starts on a holiday, the whole shift will be considered as being on the holiday and the employee will receive holiday pay. If a shift does not start on the holiday, then none of the shift hours will be considered to be on the holiday even though the shift may actually end on the holiday and the employee will not receive holiday pay.

5.2. ADMINISTRATIVE HOLIDAYS

The City Manager will declare two (2) Administrative Holidays each year. These hours will be paid at an employee's regular rate of pay.

Any additional Administrative Holidays will be paid at an employee's regular rate of pay.

For the avoidance of doubt, all hours actually worked on an Administrative Holiday will be paid at the employee's regular rate of pay.

1. Eligibility For Pay For Official Holidays And Administrative Holidays

a. The employee must be active and in full-time employment when the holiday occurs.

b. The employee must have performed the required work on their last scheduled shift prior to the holiday and the first scheduled shift after the holiday, or be on approved paid leave.

c. If the employee is scheduled to work on the holiday and refuses to do so, no payment will be made for the holiday. This will be considered insubordination.

5.3. PAID TIME OFF (PTO)

In order to help employees foster a work-life balance, the City offers Paid Time Off (PTO). PTO should be scheduled with the appropriate manager with as much notice as is possible so as to not disrupt the workplace.

PTO is a system of providing time off with pay. PTO combines vacation, personal, and short-term sick leave. These hours of PTO are accrued each pay period based on an employee's years of service. Only regular full-time employees are eligible for and accrue PTO.

PTO is intended to cover absences from regular work hours and can be used for any reason. If PTO benefit time is available, it must be used to fill the regularly scheduled hours. Requests for time off to be used as PTO will be granted whenever possible, if it does not conflict with the functioning of your department. Request for leave should be submitted through the electronic timekeeping system. Time off is arranged following departmental guidelines and at the approval of your supervisor. All PTO must be taken in whole hour blocks.

1. Paid Time Off (PTO) Accrual Rates

Years of Service	PTO Per Pay Period	Max Accrual
0 through 6 years	6 hours	160 hours
7 through 13 years	8 hours	200 hours
14 plus years	9 hours	240 hours

PTO can be taken in 15-minute increments and is arranged according to departmental guidelines and at the approval of their supervisor.

No employee may waive PTO leave and draw double pay by working during the time allowed. An employee may elect to accumulate up to, but not exceed, the maximum accrual.

If an employee is out 14 or more consecutive calendar days with no pay and does not receive a paycheck, the employee will stop accruing PTO.

In the event an employee leaves their employment with the City, they shall be paid their accrued PTO based on their last full pay period. Former employees will be paid their accrued but unused by their last regularly scheduled pay day.

5.4. EXTENDED LEAVE BANK (ELB)

Extended Leave Bank (ELB) is intended to cover lost work time of a more extended nature for illness or injury of the employee, or their immediate family member as defined in 5.4.1 below. ELB accrues each pay period to a maximum of 480 hours. Only regular full-time employees are eligible for and may accrue ELB.

The first 24 hours per illness or non-work related injury will be deducted from PTO unless that time is certified for FMLA then ELB will be used. If there is not enough PTO

in your bank to cover the full 24 hours, then that time will be unpaid. If the illness/injury extends beyond 24 hours, that deduction may be from your ELB balance.

Immediate notification to your supervisor and Human Resources along with written verification of the illness or non-work related injury by a physician will be required for the use of all ELB.

1. Extended Leave Bank (ELB) Accrual Rate

ELB Per Pay Period Accrual	Max Accrual
3 hours	480 hours

All ELB must be taken in whole hour blocks.

If an employee is out 14 or more consecutive calendar days with no pay and does not receive a paycheck, the employee will stop accruing ELB.

If an employee quits or is discharged from employment, any unused accumulation of ELB shall be forfeited.

An employee may use up to three consecutive (3) days of ELB before using PTO or compensatory time due to the death of an immediate family member. “Immediate family member” means a spouse, child, step-child, parent, step-parent, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, grandparent, grandchild, and child-in-law.

5.5. HEALTH AND WELFARE BENEFITS

The City complies with all applicable federal and state laws with regard to benefits administration. All regular employees scheduled and generally working at least an average of 30 hours a week are entitled to health insurance and other company-sponsored health benefits, when in effect. The City reserves the right to change or terminate health plans or other benefits at any time.

New qualifying employees will be eligible for coverage the 1st of the month following 30 days of employment. New employees may elect not to be covered, with the permission of the City, provided the percentage of employees not covered is within the benefit plan specifications.

City Council members may also participate in the employee health benefits program. Any Council member may voluntarily elect to participate, however the Council member will be responsible for paying 100% of the premium for the coverage they receive. Council members may receive single, two-party, or family coverage. Any Council member electing coverage must do so by December 1 each year. Coverage will become effective annually on January 1.

5.6. SOUTH DAKOTA RETIREMENT SYSTEM

All full-time employees are required to participate in the South Dakota Retirement System (SDRS). Your membership in SDRS begins with your first paycheck.

5.7. CONTINUATION OF HEALTH BENEFITS

To qualify for continuation of health benefits, the covered individual must experience a qualifying event that would otherwise cause them to lose group health coverage. The following are qualifying events:

1. For Employees

a. Voluntary or involuntary termination of employment for reasons other than gross misconduct; or

b. Reduction in number of hours worked.

2. For Spouses

a. Loss of coverage by the employee because of one of the qualifying events listed above;

b. Covered employee becomes eligible for Medicare;

c. Divorce or legal separation of the covered employee; or

d. Death of the covered employee.

3. For Dependent Children

a. Loss of coverage because of any of the qualifying events listed for spouses; or

b. Loss of status as a dependent child under the plan rules.

5.8. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City of Aberdeen provides an Employee Assistance Program (EAP). The goals of this program are to:

1. Motivate employees to seek help with personal/family problems; and

2. Provide a broad panel of consultants with whom employees and dependents can discuss and plan solutions.

The EAP can provide professional assessments and solution plan for personal and family problems. Also available through the EAP are experts in law, family finances, parenting and relationship issues, mental health, addictions, child care, adult and dependent adult/elder care, child rearing, and more.

You can obtain information about the EAP by contacting Human Resources or through the City's website under the Human Resources page.

5.9. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Under the Family and Medical Leave Act (FMLA), an employee may be eligible to take up to 12 weeks of job-protected leave in a 12-month period. The City requires the employee to use any applicable paid leave while taking FMLA leave. After an employee's applicable paid leave is exhausted, FMLA leave is unpaid.

1. Leave Entitlements. To be eligible for FMLA leave, an employee must meet the following three criteria:

a. Have worked for the City for at least 12 months;

b. Have at least 1,250 hours of service in the 12 months before taking leave; and

c. Work at a location where the City has at least 50 employees within 75 miles of the employee's worksite.

Eligible employees can take leave for the following reasons:

a. The birth of a child and to bond with the newborn child within one (1) year of the child's birth*;

b. The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one (1) year of placement*;

***This eligible reason cannot be taken intermittently.**

c. To care for the employee's spouse, child, or parent who has a serious health condition;

d. For the employee's own serious health condition that makes the employee unable to perform their job;

e. For incapacity due to pregnancy, prenatal medical care, or childbirth;

f. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

2. Tracking Leave (Rolling 12 Months). The City uses the rolling 12-month method for tracking FMLA time, which means that each time an employee requests to use FMLA leave, the City will look back 12 months from that date to determine how much, if any, FMLA leave is available in the employee's leave bank. For example, if an employee takes 8 hours of FMLA leave on March 12, then 8 hours will be deducted from the employee's FMLA leave bank. The employee will not receive those 8 hours back into their bank until March 12 of the following year.

3. Return From Leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

4. Using Leave. An employee does not need to use leave in one block. Employees may take leave intermittently or on a reduced schedule, except that intermittent or reduced schedule FMLA may be used after the birth of a healthy child or placement of a healthy child for adoption or foster care only if the City approves.

Employees on FMLA leave will be required to report to the City regarding their current status and intent to return to work. An employee who fails to return to work at the expiration of the leave without an approved extension will be considered to have resigned.

Employees must inform the City if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employees must give 30 days' advance notice of the need for FMLA leave. If it is not possible to give 30 days' notice, an employee must notify their manager as soon as possible.

5. Documentation. The City may require a certification from a health care provider, and periodic recertification, supporting the need for leave due to the employee's serious health condition or the serious health condition of a family member. If certification is requested, the employee will have 15 days to provide it. If we determine that the certification is incomplete, we will provide a written notice indicating what additional information is required.

Employees do not have to share a medical diagnosis but must provide enough information so that the City can determine if the leave qualifies for FMLA protection. Sufficient information could include a doctor's note informing the City that the employee

is or will be unable to perform their job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary.

If we become aware that an employee's need for leave is for a reason that may qualify under the FMLA, we will notify the employee if they are eligible for FMLA leave and, if eligible, provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, we will provide a reason for ineligibility. The City will notify employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

6. Benefits. While employees are on FMLA leave, health insurance coverage will continue as if the employees were not on leave. Employees are responsible for their portion of the medical insurance premium cost, if any. Failure to timely pay the employee portion of the health insurance premiums by the schedule established by the payroll department may result in the termination of coverage. If eligible, the employee will receive notification of continuation of benefits.

The City reserves the right to seek reimbursement from the employee for the medical insurance premiums paid by the City while the employee was on FMLA leave if the employee fails to return from FMLA. The City will not seek reimbursement if the failure to return is due to continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member that would otherwise qualify for FMLA leave, or other circumstances beyond the employee's control.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Seniority and benefits such as PTO will not accrue during the period of any unpaid FMLA leave.

The City will not interfere with an employee's FMLA rights or retaliate against them for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Employees who believe they have not received the benefits to which they are entitled under FMLA are should speak to another member of management or Human Resources for clarification or resolution. Failing that, an employee may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private action. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

7. Questions. This policy cannot cover all aspects of family and medical leave. Therefore, when you determine that you may need to take FMLA leave, please contact Human Resources for additional details. For further information, you may also refer to the Federal Department of Labor's "Employee Rights" notice, a copy of which is attached as an Appendix A to this Handbook.

5.10. MILITARY LEAVE

The City of Aberdeen supports military obligations of all employees and grants leave for uniformed service in accordance with applicable federal and state laws. The City will adhere to applicable law and any amendments in regard to the re-employment rights of veterans. Employees who are subject to Reserve or National Guard obligations will be given time off to fulfill these obligations in accordance with federal, state, or local requirements.

After one (1) year of service the employee shall be entitled to compensation at their regular rate of pay or salary for forty (40) hours annually while absent from City employment for military training or active duty service.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report to work within the prescribed time after completion of military service with be considered voluntary termination.

5.11. JURY SERVICE LEAVE

An employee that serves on a jury shall receive full pay from the City, provided, however, that all pay received from such jury duty during a regular workday shall be given to the City. The employee must furnish the City with a certified statement from the Court setting forth the dates of jury service and remuneration received therefore. When not engaged in actual jury service, the employee is expected to report to work to their assigned duties. Any City employee summoned as a juror shall notify their immediate supervisor at once, so that work assignments can be made.

5.12. WITNESS LEAVE

Employees who need to attend court as a witness, to appear with a minor, or because they are the victim in a criminal case, will be granted leave in order to appear in court. The City may require proof of the need for leave. This leave is unpaid for non-exempt employees, though they will be allowed to use accrued paid time off, if any is available. Exempt employees will be paid in accordance with the Fair Labor Standards Act.

5.13 VOTING LEAVE

If an employee cannot vote because of their scheduled work hours, then the employee will be given up to two (2) consecutive hours to vote in any state or federal election. The two (2) hours will be compensated at the employee's regular rate of pay. The City may specify the time during the day that leave can be taken.

5.14. UNPAID LEAVE OF ABSENCE (Non FMLA)

Employees may be eligible for an unpaid leave of absence only after all other forms of paid leave and FMLA leave, if applicable, have been exhausted. Unpaid leaves of absence shall be granted in the City's sole and absolute discretion unless otherwise required by law.

1. The department head may approve an unpaid leave of absence of up to ten (10) working days per calendar year. Except in emergency situations, the request for leave must be submitted in writing at least five (5) working days in advance of time requested.

2. Unpaid leave of absences requests in excess of ten (10) working days, except in emergency situations, must be submitted in writing at least ten (10) working days in advance of time requested to the City Manager. Conditions and stipulations of the number of days approved must be in writing and signed by the employee.

5.15. AUTHORIZED LEAVE

Authorized leave will be used when an employee is offsite for City of Aberdeen job specific education, training, meeting, conference, or seminar.

5.16 LONGEVITY BONUS

All full-time, non-union employees providing continuous service to the City are eligible to receive a longevity bonus on the anniversary of their full-time date of hire for the identified milestone years in accordance with the following schedule:

Years of Continuous Service	Longevity Bonus
5th year anniversary	$ 500
10th year anniversary	$1,000
15th year anniversary	$1,500
20th year anniversary	$2,000
25th year anniversary	$2,500
30th year anniversary	$3,000
35th year anniversary	$3,500
40th year anniversary	$4,000
45th year anniversary	$4,500

Eligible employees retiring three or more years after a milestone year listed above will receive $100 for each full year of continuous service upon retirement. For example, an eligible employee who retires with 28 full years of continuous service to the City will receive $2,800 upon retirement.

5.17 REFERRAL INCENTIVE

Any full-time employee may receive a $500 referral incentive for successful full-time candidate hires. $250 will be paid to the referring employee after three months of continuous employment of the new hire, and the remaining $250 will be paid after the new hire successfully completes one year of continuous employment. The hire may not be a person supervised by the referring employee. Referrals are limited to three (3) per year. To qualify, the referring employee must be listed on the candidate's application and must be actively employed at the time each payment is issued.

SECTION 6 - HEALTH, SAFETY, AND SECURITY

6.1. SMOKING RESTRICTED

It is the policy of the city that smoking, vaping (of tobacco and medical marijuana (THC)) and the use of chew shall not be permitted in City buildings, facilities, grounds, vehicles or enclosed equipment, except that tobacco may be smoked in designated areas, and in accordance with local ordinances.

6.2. CITY'S COMMITMENT TO DRUG AND ALCOHOL FREE WORKPLACE

The City of Aberdeen has a strong commitment to its employees and the public 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 use 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 workforce. The City's goals are to establish and maintain the reputation and integrity of the City by preventing unacceptable behavior by its employees that discredits the City and its employees. A zero tolerance standard for drugs and alcohol violations shall prevail in the work force, which means disciplinary action will be taken up to and including termination.

While the City has no intention of unreasonably intruding into the private lives of its employees, the City does expect employees to report to 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 employee off-the-job, as well as on-the-job, involvement with drugs and alcohol can have an impact on the City's goals.

The City has established an Employee Assistance Program (EAP) designed to help all employees and their family members recognize and overcome drug and alcohol related problems that interfere with the performance of their assigned duties. The objectives of the EAP include, but are not limited to:

- Early identification of medical / behavioral / substance abuse problems.
- Referral of employees to qualified counseling resources.
- Confidential handling of employee records.

The City will provide access to confidential controlled substance and alcohol abuse counseling and rehabilitation through the Employee Assistance Program (EAP) for all regular full-time City employees. City employees are encouraged to voluntarily seek assistance whenever necessary to overcome a drug or alcohol abuse problem. Conscientious efforts to voluntarily seek such assistance will not jeopardize an employee's job. While the City is supportive of those employees who seek help voluntarily, the City is equally firm in identifying and disciplining those who continue to abuse drugs and alcohol and do not seek assistance.

City employees are subject to drug and/or alcohol testing. Certain employees are covered by the U.S. Department of Transportation's (DOT) drug and alcohol testing regulations. The City's policies and procedures for DOT-covered employees are outlined in the City's Substance Use Policy for Commercial Motor Vehicle Drivers Regulated by the FMCSA and the City's Substance Use Policy for Employees Regulated by the Federal Transit Administration. Employees who are not subject to DOT-regulated testing are still subject to testing as outlined in the City's Substance Use Testing Policy for Non-DOT Employees.

6.3 NON-DOT DRUG AND ALCOHOL TESTING POLICY

This policy applies to all City of Aberdeen employees, including those who are also subject to drug and alcohol testing under U.S. Department of Transportation (DOT) regulations. However, to the extent testing would be required by both policies, the DOT policy will control.

The City of Aberdeen has a strong commitment to its employees and the public to provide a safe, healthful, and productive work environment and to promote high standards of employee health with compliance with the Drug-Free Workplace Act of 1988 (P.L.100-690, Title V, Subtitle D). It is the responsibility of all City employees to abide by the terms of this policy as a condition of employment. It is the responsibility of all department heads and supervisory staff to carry out consistent enforcement of this policy. Any violations or noncompliance with the terms of this policy will subject an employee to disciplinary action up to and including termination of employment with the City.

To the extent the terms of this policy conflict with any collective bargaining agreement, the collective bargaining agreement will control.

1. Policy Statement. All employees of the City of Aberdeen are strictly prohibited from unlawfully using, possessing, manufacturing, distributing, or dispensing any controlled substance or drug paraphernalia at any time on or off the job. The illegal use, sale, or possession of controlled drugs or substances while off duty and off City premises which result in criminal conviction will be grounds for disciplinary action up to or including discharge.

2. Prohibited Conduct. Employees are strictly prohibited from the following conduct:

a. Reporting for work or remaining on duty after the employee has consumed alcohol in any amount that adversely affects the employee's job performance.

b. Consuming alcohol at any time during an employee's workday or when an employee is subject to being called to work. This includes, but is not limited to, while an employee is on or off the premises of the City, as well as during the employee's meal and other break periods.

c. Engaging in any illegal or unauthorized use of drugs at any time while on or off-duty. This includes, but is not limited to, while an employee is on or off the premises of the City, as well as during the employee's meal and other break periods.

d. Using or possessing marijuana in the workplace. All employees are prohibited from being under the influence of or being impaired by marijuana while at work. The City may take disciplinary action based on a positive marijuana test for employees in safety-sensitive jobs regardless of whether it appears the employee was under the influence at work.

e. Engaging in the unauthorized manufacture, distribution, dispensation, solicitation, sale, purchase, transfer or possession of drugs (including marijuana) or alcohol while on City-paid time, on City premises, in City vehicles, or while otherwise engaged in activities for or on behalf of the City.

f. The refusal to submit to any drug or alcohol test that is required under the City's policy is considered to be insubordination. The refusal to submit to testing includes: refusing or failing to appear for any substance use test within the time specified by the City; failing to authorize the release of the drug and/or alcohol test result to the City; failing to remain at the testing site until the testing process is complete; failing to provide (or attempt to provide) a specimen without an adequate medical explanation; failing to undergo a medical evaluation or second drug or alcohol test if requested; adulterating or substituting a urine specimen, or attempting to adulterate or substitute a urine specimen; and/or failing to cooperate with any part of the testing process (e.g., delaying the collection) or otherwise engaging in conduct that attempts to obstruct or manipulate the testing process.

g. Testing positive on any drug or alcohol test required by this policy. Nothing in this policy is intended to prohibit the legal use of controlled substances prescribed to the employee in accordance with state law, provided the employee is using the substance as directed and the effects on the employee do not hinder the employee's ability to safely perform their assigned duties. It is the employee's responsibility to inquire as to whether their health care provider or the drug manufacturer warn against operating vehicles or performing any other safety-sensitive duties while taking a medication. Employees must notify their supervisor **before** beginning work if such medications could cause known side effects that would affect safety and/or performance. An employee's failure to make disclosures or inquiries required by this policy may result in disciplinary action, up to and including termination.

h. An employee must notify their supervisor, department head, or authorized personnel of any drug or alcohol use/abuse that is in violation of City policy.

i. An employee must notify their supervisor, department head or authorized personnel of any drug conviction for violations occurring in the work place or that may affect their work performance within five (5) days of the employee becoming aware.

j. An employee must notify their supervisor, department head, or authorized personnel of any use/abuse of alcohol, drugs or other intoxicating substances or prescription medications by other employees occurring in the workplace or that may affect their work performance.

Department heads and supervisors are responsible for identifying performance problems or employee safety habits as they pertain to possible drug or alcohol use/abuse and inform the employee of the EAP and the City's policy. No supervisor or manager who has actual knowledge that an employee has engaged in or is engaging in conduct prohibited under this policy shall permit the employee to work or continue working under such circumstances. Any employee who has been directed not to work or directed to stop working under such circumstances must immediately comply.

The City reserves the right to search, without consent, all areas and property in which the City maintains full or joint control for the purpose of determining whether this policy has been violated. The City will notify the appropriate law enforcement agency of any findings that show a potential violation of law.

3. Circumstances for Drug/Alcohol Testing. The City of Aberdeen may conduct drug/alcohol testing in the following cases:

- Pre-employment/Pre-assignment
- Reasonable suspicion
- Post-accident
- Random (safety sensitive and negotiated positions)

4. Safety-Sensitive Positions. Employees in safety-sensitive positions may be treated differently than other employees. State law defines a safety-sensitive position as "any position with tasks or duties that an employer reasonably believes could: (a) Cause the illness, injury, or death of an individual; or (2) Result in serious property damage." SDCL § 34-20G-1(24). Safety sensitive positions include those in which impairment by drugs or alcohol could threaten the health or safety or the employee or others. Safety-sensitive positions for purposes of this policy also include those positions involving the following:

- Drug interdiction;
- Carrying of firearms;
- Handling of classified materials;
- Operation of heavy machinery or large vehicles
- Firefighting; or
- Law enforcement.

Please note that other positions may be considered safety-sensitive depending upon whether there are important safety concerns related to their jobs.

5. Pre-Employment. All applicants who receive a conditional offer of employment will be subject to a pre-employment drug test. It is a condition of hire to receive a negative result.

6. Reasonable Suspicion. All City employees are subject to reasonable suspicion drug and/or alcohol testing. "Reasonable suspicion" is a clear belief based on specific objective facts or information that would lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

a. A pattern of abnormal or erratic behavior that warrants summoning of a supervisor, department head, or other authorized personnel.

b. Information obtained from a reliable and credible source with personal knowledge.

c. Observation or presence of the physical symptoms of drug or alcohol use including, without limitation, slurred speech, alcohol or unusual odors on breath, glossy or droopy eyes, verbal or physical altercation, accident involving City property, inability to walk or function normally.

d. Direct observation of drug or alcohol use or possession in violation of the City's drug and alcohol policy.

Where "reasonable suspicion" exists, the supervisor or department head may request the employee to submit to a blood and/or urine test. This will be done by a qualified medical professional or hospital at the City's time and expense.

A positive, non-negative, undetermined, or inconclusive result or result under further review from the drug and/or alcohol analysis may result in disciplinary action up to or including discharge. The City will conduct an investigation prior to determining the appropriate disciplinary action.

7. Post-Accident. All City-owned or leased vehicles, machinery or equipment involved in an accident under any of the following conditions will require mandatory drug/alcohol testing of any City employee who may have caused or contributed to the accident:

a. Death of a person(s) regardless of the amount of vehicle damage.

b. The employee receiving a citation for a moving traffic violation arising from the accident.

c. Bodily injury to any person involved in the accident requiring emergency medical care.

d. One or more motor vehicles incurring disabling damage as a result of the accident.

e. At the direction of law enforcement officials, supervisory directive, or at the request of the City employee involved.

8. Random Testing. Random testing will only be required of employees in safety-sensitive positions. Random drug testing will be coordinated through the Human Resources Department in compliance with applicable Federal, State, or Local law or a collective bargaining agreement.

A drug and alcohol-free work environment is especially important because of the City's basic responsibility to serve the public safely without interruption, and provide a safe work environment for its employees. Together we can fulfill these goals and objectives.

9. Follow-up. Employees given an opportunity to maintain their employment following a violation of this policy may be subject to return-to-duty or follow-up testing.

10. Procedures and Substances. The following tests and procedures will be used:

a. Alcohol Tests: Alcohol testing will be done by a certified Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT).

b. Controlled Substance Tests: Controlled substances for which tests will be conducted are:

- 6-acetylmorphine
- amphetamine/methamphetamine
- benzoylecgonine-cocaine METABC
- codeine/morphine
- hydrocodone/hydromorphone
- marijuana metabolite
- MDMA/MDA
- oxycodone/oxymorphone
- phencyclidine

Urine specimens will be used to test for these drugs. Location of tests will be conveyed to the employee and identification of employee at collection site is required. Procedures will include “chain of custody” and split sample collection. One of the two parts will be tested. After review by a medical review officer (MRO) and if a verified positive test occurs, the employee has the option, within three (3) days to have the second part of the specimen tested at a different conforming laboratory at their expense. Cooperation and participation, including required signatures by the employee, are required.

11. Consequences for Violations

a. Positive Test for Controlled Substance: After confirmation from the Medical Review Officer (MRO) of a positive test result, the employee will be removed from duty. The employee will be given the opportunity to have the “split” sample tested. If the employee chooses not to have the “split” sample tested, or if there is a positive result from the split sample, the employee will be terminated. If an applicant, the conditional offer of employment will be withdrawn.

b. Positive Test for Alcohol: A confirmed positive test result for alcohol will result in termination. For purposes of this policy, a BAC of 0.02 or greater will be considered a positive result.

c. DUI Conviction on the Job: Employees convicted of driving under the influence while performing duties for the City will be terminated. A DUI conviction off the job resulting in loss of job-required license, or the inability to obtain the required license and/or work permit (CDL

or other) where the position requires such license as a condition of employment, will subject the employee to disciplinary action including termination.

d. Refusal: Refusal to take a required controlled substance or alcohol test (as described above) will result in removal from assigned work which, in turn will result in disciplinary action up to and including termination.

e. Adulteration or Specimen Substitution: If the MRO informs the City that a negative test was dilute, the City may require a retest, including under direct observation depending on the creatinine level of the specimen. A confirmed adulterated or substituted test is considered a refusal to submit to testing.

f. Employee Arrested for Using, Possessing/Manufacturing or Distributing any Controlled Substance: An employee arrested for using, possessing/ manufacturing or distributing a controlled substance must notify their supervisor prior to commencing work. The City may require a negative return-to-duty drug test.

g. Criminal Conviction of any Drug Statute: An employee convicted of any drug statute, must notify their supervisor no later than five (5) days after such conviction.

h. Other Violation of this Policy. Any other violation of this policy will result in disciplinary action up to and including termination from employment.

12. 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 confidential medical file that will be securely kept under the control of the Director of Human Resources. Testing information will not be released or disclosed except as permitted or required by applicable law.

6.4 INFECTIOUS DISEASE POLICY

1. Definitions. Infectious disease refers to persistent conditions which are communicable in nature and able to produce serious illness in another person. Such diseases include but are not limited to influenza, novel coronavirus, and H1N1 virus. This policy is only intended to apply to short-term infectious diseases not chronic conditions such as HIV or AIDS.

2. Policy.

a. It is the responsibility of City of Aberdeen to provide a safe environment for our employees and our patrons. Employees with infectious disease present a health risk to other employees. Employees with infectious disease are subject to the same working conditions and performance standards as any other employee. All decisions regarding employment will be made on job-related criteria, and no qualified employee who is able to perform the essential functions of the job will be discriminated against in employment decisions based upon the diagnosis of an infectious disease. If the condition affects an employee's ability to perform the essential functions of his or her job, the employee will be treated in accordance with the Americans with Disability Act.

b. Employees with an infectious disease are also subject to the same PTO and ELB standards and requirements as other employees.

3. Policy Requirements.

Unless otherwise directed:

a. Employees must be alert to any signs of fever and any other signs of influenza-like illness or other infectious disease before reporting to work each day. Employees must not come to work if ill and should stay home to recuperate. Employees must contact their supervisor consistent with the sick leave policies if staying home because they are ill. Employees should not travel while they are ill.

b. The employee may be directed not to return to work until completely recovered from any influenza-like illness.

c. If an employee has an influenza-like illness, City of Aberdeen expects that the employee will be absent from employment until they are free from fever or other contagious symptoms. City of Aberdeen understands, however, that each case is unique, and employees must not return to work until they are fully recuperated from any influenza-like illness.

d. Employees who are well but who have an ill family member at home with an influenza-like illness can go to work as usual. However, these employees should monitor their health every day, and they must notify their supervisor and stay home if they become ill.

Sick employees at work will be sent home per the following guidance:

a. Any employee who appears ill with an influenza-like illness may be separated from other employees and sent home from work by the

City of Aberdeen. The department head, City Manager or Human Resources Director shall decide whether an employee will be asked to go home because of illness, and if instructed to do so, the employee must go home. The department head, City Manager or Human Resources Director has reasonable discretion in deciding whether to send an employee home for illness, and the department head, City Manager or Human Resources Director should consider the appearance of the employee, any outward signs of illness, the employee's general demeanor, and any statements by the employee in exercising this discretion.

b. An employee sent home for an influenza-like illness must not return to work and should stay home until at least 24 hours after he or she is free of fever (100.4° F [37.8° C] or greater), or signs of a fever, without the use of fever-reducing medications.

c. If an employee becomes ill at work, the City of Aberdeen should inform fellow employees of their possible exposure in the workplace to an influenza-like illness without disclosing who specifically was the cause of the exposure.

d. If a department head, the City Manager or Human Resources Director has reasonable cause to believe that an employee is unable to perform duties or is endangering the health and safety of others because of infectious disease, the department head, City Manager or Human Resources Director may request a medical exam or fitness for duty exam to clarify the employee's status. The result shall be strictly confidential and available only to the department head, City Manager or Human Resources Director.

General health standards—Cover coughs and sneezes:

a. Influenza and other viruses are thought to spread mainly from person to person in respiratory droplets of coughs and sneezes. Employees should cover coughs and sneezes with a tissue or, in the absence of a tissue, one's sleeve.

General health standards—Improve hand hygiene:

b. Influenza and other viruses may be spread via contaminated hands.

c. Employees should wash their hands often with soap and water or use an alcohol-based hand cleaner, especially after coughing or sneezing.

General health standards—Bodily fluids:

a. All blood and body fluids should be considered infectious and persons coming in contact with these fluids should take recommended precautions.

6.5 REASONABLE ACCOMMODATIONS

If the City is made aware of an employee's disability and resulting need for accommodation, Human Resources or the employee's manager will engage with them in the interactive process. This process will determine what, if any, accommodations are necessary and reasonable in order to assist the employee in doing the essential functions of their job.

The City must consider each accommodation on a case-by-case basis to decide if it would cause an undue hardship to its operations. In most cases, employees will be required to provide documentation from an appropriate healthcare provider. Human Resources will provide employees with the necessary form.

All employees are required to comply with safety standards. Employees who pose a direct threat to the health or safety of themselves or others in the workplace may be temporarily moved into another position or placed on leave until it is determined if a reasonable accommodation will effectively mitigate the risk.

6.6 WORKERS' COMPENSATION

The City carries insurance that covers work-related injuries and illnesses. The workers' compensation insurance carrier governs the benefits provided. These benefits will not be limited, expanded, or modified by any statements of City personnel or City documents. In the case of any discrepancy, the insurance carrier’s documents will control.

All work-related injuries must be reported to your supervisor immediately and a “First Report of Injury” form must be completed for the employee.

On the initial day of a work-related injury, time spent by an employee in waiting for and receiving medical attention on the premises or at the direction of the City during the employee’s normal working hours will be paid.

If an employee is required to be absent after the initial date of injury the employee will be required to use accrued ELB leave first to make up any time lost.

For work-related injuries where time loss is compensated by worker's compensation, the employee may elect to use accrued paid leave, such as ELB, or PTO if no ELB, to supplement their workers wage replacement benefits. The combined total of workers compensation benefits and paid leave may not exceed the employee’s regular base wages. Paid leave will be used in increments necessary to supplement the workers

compensation benefit rather than as full day deductions. Use of paid leave is optional unless otherwise required by applicable policy or law.

If the employee is on leave without pay from the City for a work-related injury, the employee is responsible for paying the employee's portion of insurance premiums normally made through payroll (health, dental, vision, etc.).

Upon returning from leave the department head or other appropriate official may request a physician's statement concerning such absence at any time.

Worker's compensation benefits (paid or unpaid) will run concurrent with FMLA leave, if applicable, where permitted by state and federal law.

Employees must be aware that providing false information regarding a work-related injury can be insurance fraud and may result in disciplinary action up to and including termination.

6.7 WORKPLACE VIOLENCE AND SECURITY

The City will not tolerate any form of violence in the workplace. No direct, conditional, or veiled threat of physical harm to any employee, patron, or City property will be acceptable. Acts of violence or physical intimidation of others will not be tolerated. Any employee who jokes or talks about, or commits, or threatens to commit, a violent act against any person while on City premises while on working time, will be subject to discipline, up to immediate termination.

Employees share the responsibility of identifying and alleviating threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to a manager. Threats will be investigated and appropriate remedial or disciplinary action will be taken.

6.8 INCLEMENT WEATHER

It is the City's intent that all City operations will continue to function regardless of weather conditions; However, at the City Manager's discretion, some operations may close. When City facilities or departments are officially closed by the City Manager (such as during a snow emergency), employees already at work in departments that are closed may leave work during the closure and will still be paid for the remainder of their scheduled shift but will not be required to use PTO or compensatory time for those hours not worked. Employees unable to report to work will not jeopardize their position.

6.9 RESTROOM AND CHANGING ROOM ACCESS

Employees shall not provide a member of the opposite sex permission to use a restroom or changing room of the individual's sex. Employees shall also take reasonable steps to prohibit members of the opposite sex from using the restroom or changing rooms

of the individual's sex. Exceptions apply for a parent/chaperone accompanying a child under 10 years of age or a person with a disability who needs assistance.

6.10 UNIFORMS AND PROTECTIVE EQUIPMENT

The City will provide an employee any clothing mandated by state or federal law. If the City requires any employee to wear a uniform (including logoed apparel), protective clothing (including cold-weather apparel, coveralls, high visibility apparel, and boots), or any type of protective device (including safety glasses), as a condition of their employment, the City will provide such items to the employee based on the department's yearly PPE budget. Items may be provided as an allowance to the employee or as purchased by the City and will be provided in appropriate quantities, subject to ordinary wear and tear. Abuse, misuse, loss, or damage of provided uniforms, protective clothing, or protective devices may result in disciplinary action.

SECTION 7 - WORKPLACE GUIDELINES

7.1 HOURS OF WORK

Employees are expected to be at their work area and ready to work at their scheduled time. Employees will be given their work hours upon hire and at the time of any change in position. If the normal work hours are changed or if the City changes its operating hours, employees will be given notice.

7.2 OFF-THE-CLOCK WORK

Non-exempt employees must accurately record all time worked, regardless of when and where the work is performed. Off-the-clock work (doing work that is not reported in the timekeeping system) is prohibited. No member of management may request, require, or authorize non-exempt employees to perform work without compensation. Any possible violations of this policy should be reported promptly to a member of management.

Hourly employees should not be sending or responding to work EMAILS ON WORK ISSUED ACCOUNT outside of their regular shifts.

7.3 ACCOMMODATIONS FOR PREGNANCY, CHILDBIRTH OR RELATED MEDICAL CONDITIONS

As required by the federal Pregnant Workers Fairness Act (PWFA), the City of Aberdeen will provide reasonable accommodations to employees and applicants with known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to the City of Aberdeen's operations.

Reasonable accommodations may take many forms. Examples of potential accommodations include things such as more frequent or longer breaks; time off to

recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a less strenuous or less hazardous position; job restructuring; light duty; or a modified work schedule. The City will work with you to determine what accommodation is appropriate for you, given your unique circumstances, that doesn't impose an undue hardship on the City. In some cases, we may request that you provide supporting documentation.

The City also provides our employees breaks and a private space (other than a bathroom) to express breast milk. When the break coincides with a nonexempt employee's regular paid break time, the time will be paid. Break time in excess of the regular breaks will be unpaid for nonexempt employees.

If you need breaks and a private space to express breast milk or you need an accommodation due to pregnancy, childbirth, or related medical condition, please contact the Human Resources department. The City of Aberdeen prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

7.4 ATTENDANCE AND TARDINESS

Employees are hired to perform important functions at City of Aberdeen. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive and disruptive and place an unfair burden on fellow employees and supervisors. The City expects excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

Employees are expected to be at work and ready to go when their scheduled shift begins or resumes. If an employee is unable to be at work on time, or at all, they must notify their manager as early as possible, but no later than the start of the workday. If an employee's manager is not available, the employee should contact another member of management. If an employee is physically unable to contact the City, they should ask another person to make contact on their behalf. Leaving a message with a co-worker or answering service is not considered proper notification. Excessive tardiness or absences are unacceptable job performance.

When an employee calls in absent, they should provide their expected time or date of return. The City reserves the right to require proof of the need for absence, if allowed by law. If an employee is absent for two consecutive days and has not provided proper notification, the City will assume that the employee has voluntarily quit their position and will proceed with the termination process.

If an employee becomes ill during their scheduled work day and feels they may need to leave before the end of their shift, they should notify their manager immediately.

If an employee is unable to perform their job at an acceptable level, they may be sent home until they are well enough to work.

Absences should be arranged as far in advance as possible. When an employee needs to be absent during the workday, they should attempt to schedule their outside appointment or obligation so that their absence has the smallest impact possible on business operations.

7.5 PERSONAL APPEARANCE AND HYGIENE

Employees are expected to present a professional image. Accordingly, employees must wear work-appropriate attire during the workday or any time they are representing the company. The City shall determine what constitutes work appropriate attire in its sole an absolute discretion. Clothing does not need to be expensive but should be clean and neat in appearance. Employees should consider their level of customer and public contact and the types of meetings they are scheduled to attend in determining what attire is appropriate.

All employees are expected to maintain appropriate oral and bodily hygiene. Hair (including facial hair) should be clean and neat. Accessories should not interfere with an employee's work. The excessive use of perfume or cologne is unacceptable, as are odors that are disruptive or offensive to others or may exacerbate allergies.

Managers are responsible for enforcing dress and grooming standards for their department. Any employee whose appearance does not meet these standards may be counseled. If their appearance is unduly distracting or the clothing is unsafe, the employee may be sent home to change into something more appropriate.

Reasonable accommodation will be made for employees' sincerely held religious beliefs and disabilities when such accommodations do not cause an undue burden. If you would like to request an accommodation or have other questions about this policy, please contact your supervisor.

7.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The City is not a covered entity as defined by HIPAA. The City does, however, maintain certain health information that is subject to HIPAA requirements. Thus, the City will follow HIPAA privacy and security provisions with respect to that protected health information (PHI). HIPAA regulations will be followed in administrative activities undertaken by assigned personnel when they involve PHI in any of the following circumstances: health information privacy, health information security, and health information electronic transmission. The City will consider any breaches of privacy and confidentiality with respect to PHI to be serious, and disciplinary action will be taken in accordance with the corrective action policy.

7.7 GIFTS

Employees are prohibited from requesting any gift. Employees are prohibited from accepting, directly or indirectly, a gift that has a value of $25 or more and is not also offered or given to other co-workers in their department. An employee who is offered or given anything of value from any patron, prospective vendor, vendor, or business in connection with their duties with the City should immediately notify their manager about the gift.

7.8 OUTSIDE EMPLOYMENT

Employees may engage in additional outside employment that does not interfere, conflict with, or adversely affect the employee's municipal duties and responsibilities. The City reserves the right to discipline, up to and including termination of, the employee if the additional outside employment interferes with the employee's municipal duties and responsibilities. Employees of the City may not engage in outside business or personal activities while on duty, nor may City property be used for anything but City purposes.

7.9 REPORTING IRREGULARITIES

Employees should immediately report any actual or suspected theft, fraud, embezzlement, or misuse of City funds or property, as well as suspicious behavior. An employee who is aware of such activity but does not report it will be considered part of the problem and disciplined accordingly.

7.10 INSPECTIONS AND SEARCHES

Any items brought to or taken off of City premises, whether property of the employee, the City, or a third party, are subject to inspection or search unless prohibited by state law. Desks, lockers, workstations, work areas, computers, USB drives, files, e-mails, voice mails, etc. are also subject to inspection or search, as are all other assets owned or controlled by the City. Any inspection or search conducted by the City may occur at any time, with or without notice. Failure to submit to a search may result in discipline, up to and including termination.

7.11 HARDWARE AND SOFTWARE USE

The following guidelines have been established for using the City's Internet and email platform. For the purpose of this policy, City Internet includes productivity software, instant messaging applications, the City cloud and networks, the intranet, and any other tool or program provided by or through the City or its internet connection.

1. City Internet and email may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, or obscene nature.

2. City land-line telephones should only be used for City business.

3. Employees must respect all copyrights and may not copy, retrieve, modify, distribute, commercialize, lease, sell, infringe, or forward copyrighted materials, except with permission or as a single copy for reference only. Almost every piece of content is or could be copyrighted (a notice of copyright is not required), so employees should proceed with caution when using or reproducing materials.

4. Unless necessary for work, employees should avoid sending or receiving large files, watching videos, mass-forwarding emails, or engaging in other activities that either consume large amounts of bandwidth or create electronic clutter.

5. Employees may not download any programs, applications, browser extensions, or any other files without prior approval or upon request of a manager.

6. Each employee is responsible for the content of all text, audio, or images they place on or send over the City's internet and email system. Employees may not send messages in which they are not identified as the sender.

7. Email and internet usage is not guaranteed to be private or confidential. The City reserves the right to examine, monitor, and regulate email messages, directories, and files, as well as internet usage.

8. Internal and external email messages are considered business records and may be subject to discovery in the event of litigation.

All company-issued hardware and software, as well as the email system and Internet connection, are City-owned. Therefore, all City policies are in effect at all times when they are in use. Access to the internet through the City's network is a privilege of employment that may be limited or revoked at any time.

7.12 ARTIFICIAL INTELLIGENCE (AI) POLICY

1. Purpose. This policy establishes the framework for ethical and appropriate uses for artificial intelligence (AI), particularly generative AI.

2. Policy. The City's use of AI technologies should uphold public trust, equity, transparency, integrity, and accountability. Any use of AI tools—including generative AI systems—must align with the City's ethical standards, legal responsibilities, and service commitments. All individuals acting on behalf of the City are expected to ensure AI is used responsibly to support public service goals without compromising privacy, fairness, or the integrity of City operations. Employees are encouraged to stay current with AI capabilities and limitations. This policy applies to all City employees and volunteers.

3. Definitions

a. Artificial Intelligence (AI) - is technology that allows machines to

mimic human thinking and behavior to solve problems, assist with tasks, or create new content.

b. **Generative AI -** is a type of artificial intelligence that can create new content—such as text, images, audio, video, or code—based on patterns it has learned from existing data. Unlike traditional AI, which classifies or analyzes data, generative AI produces original outputs that resemble human-created work. It uses models trained on large datasets to predict and generate content based on user input.

4. Administration

a. **Core Values** - The use of AI technologies within the City shall be governed by the following core values:

(1) Accountability: Employees are responsible for the accuracy, legality, appropriateness, and compliance with all other City policies of any content produced with the assistance of AI. AI tools, including generative AI tools, must not be used to make a final decision of any kind without independent human judgment and oversight.

(2) Privacy & Security: Employees must assume anything entered into an AI system could become public and may not enter confidential or restricted information into an AI tool or give access to AI tools outside the City without prior approval from the appropriate department or manager. Login credentials or other sensitive information should not be shared with third parties.

(3) Equity & Bias Mitigation: Employees should actively guard against bias, misinformation, and potential discriminatory outcomes in AI outputs.

(4) Professionalism & Integrity: AI must not be used to fabricate data, impersonate individuals, plagiarize, or spread misinformation. All uses must reflect the City's commitment to truthfulness, civic responsibility, integrity, and ethical public service. All AI-generated media intended for public release—including audio, video, and images—must be reviewed and approved by the Public Information Office (PIO) prior to distribution.

b. Data Protection and Records Management - All prompts and outputs used for official purposes may be subject to public records requests. Users should treat AI-generated work as part of the City's official documentation and store it in accordance with records retention policies.

c. Use in Communications - All AI communication must adhere strictly to the City's policies on harassment, discrimination, and professional conduct. Any misuse of AI tools for communication, including any language or behavior that violates City policies, will be treated as a serious violation and may lead to disciplinary action, up to and including termination.

d. Enforcement - Unauthorized use includes, but is not limited to, usage by non-authorized personnel, utilization beyond one's scope of work, or employing the tools in manners inconsistent with this policy or other City policies and guidelines. Violations of this policy may result in disciplinary action, up to and including termination, consistent with existing City personnel and disciplinary procedures. The City reserves the right to monitor all interactions with AI tools for the purpose of ensuring compliance with this policy.

7.13 SOCIAL MEDIA POLICY

This Social Media Policy is adopted to provide guidance and information regarding an employee's use of social media**.**

"Social media" means internet and mobile-based applications, websites and functions, other than email, with a focus on immediacy, interactivity, user participation, and information sharing. This policy includes emerging new web-based platforms generally regarded as social media or having many of the same functions.

1. The Guiding Rule. Speech by an employee made pursuant to the employee's official duties with the City of Aberdeen – whether on-duty or off-duty – is not protected speech under the First Amendment and may form the basis for discipline up to and including termination if deemed detrimental to the efficient operations of the City or statements made on behalf of the City.

2. Personal Use of Social Media. Employees who communicate on social media sites as a private party should clearly communicate that status and not violate laws and rules of employment designed to protect and maintain the stability and integrity of the workplace, to protect confidential information, to adhere to the rules of ethics, public records laws, and open meetings law requirements, among other compelling governmental interests.

The City respects each employee's private right to use and enjoy social media on their own personal devices during non-work time. The following guidelines apply to personal communications using various forms of social media:

a. Employees, while on any social media, should be truthful toward supervisors, co-workers, officials, and other persons or entities associated with the City.

b. Employees must not use a City brand, logo, or other City identifier on their personal sites, nor post information that purports to be the position of the City without prior authorization or unless authorized by federal, state, or local law or the specific terms of an applicable collective bargaining agreement.

c. Employees should not identify themselves as City employees when responding to or commenting on blogs with their personal opinions or views. Employees must not use their City title when engaging in personal use of social media. If an employee chooses to identify him or herself as a City employee, and posts a statement on a matter related to City business, a disclaimer similar to the following must be used:

"These are my own opinions and do not necessarily represent those of the City."

d. Personal use of social media (even if it is off-duty or using the employee's own equipment) that affects or impacts the workplace may become the basis for employee coaching or discipline.

e. Personal or private business venture social media account names must not be tied to or connected with the City. For example, "AberdeenCop" or "KOLeeLibrarian" would not be appropriate personal account names.

f. Employees must not attribute personal statements or opinions to the City when engaging in private blogging or postings on social media sites. Where confusion or doubt is likely to arise regarding the personal nature of social media activities, an employee must include

a disclaimer similar to (c) above. A clear and conspicuous disclaimer will usually be sufficient to dispel any confusion that may arise.

3. Avoiding Harassment. Employees must not use statements, photographs, video, or audio that could reasonably be viewed as maliciously false, obscene, or physically threatening or intimidating toward patrons, City employees or officials, or other people or organizations affiliated with the City.

4. Avoiding Defamation. Employees must not post any maliciously false statements about the City or anyone associated with it, including fellow employees and patrons.

5. Representation. Employees must not represent themselves as a spokesperson for the City unless requested to do so by management.

6. Accounts. Employees must not use City email addresses or passwords to register for social media accounts, or in conjunction with a personal social networking site, unless doing so at the request of management.

Employees who manage social media accounts on behalf of the City should ensure that at least one member of management has all the login information needed to access the account in their absence.

7. No Expectation of Privacy. An employee's use of City resources or equipment, including the Internet or a City social media site, is not private and an employee has no expectation of privacy while using the Internet or the City's social media site. An employee's use may be investigated and monitored at any time.

8. Violation of Social Media Policy by Employees. Violations of this policy may result in discipline up to and including termination.

7.14 MEDIA POLICY

From time to time during the course of your service for the City of Aberdeen, you may receive unsolicited contact from representatives of the media including but not limited to newspaper reporters, television and radio reporters, news people, and others. The purpose of this policy is to inform you of the proper steps to follow when such contact occurs.

1. The City Manager is the designated spokesperson for the City of Aberdeen in the event of communications with the media. The City Manager depending upon circumstances may elect to assign the Public Information Officer or a department head to be designated spokesperson with the media. If you receive contact from the media for comments on behalf of the City, advise them that you cannot comment and refer them to the City Manager. The telephone number for the City Manager is 605-626-7025.

2. In addition to referring members of the media to our designated contact person, notify your immediate supervisor immediately of any media contact.

3. Media representatives will understand that you cannot comment on behalf of the City. They will appreciate a referral to someone who may or may not be able to answer their questions.

4. When an incident occurs that could give rise to a claim against you or others of your fellow employees, please notify everyone that they may receive contact from the media and that they must be aware of and follow this media policy – e.g. not comment on any occurrence on behalf of the City and refer the media to the designated contact person.

5. Never give into what is a natural urge to be helpful if you are contacted by the media. You must follow this policy and the procedures described herein.

6. You should be friendly and not defensive or evasive when advising members of the media that you are not able to comment on behalf of the City. As noted above, they will understand this position.

7. No comment means no comment. Do not explain or discuss any occurrence or event with the media on behalf of the City unless you are authorized to do so as the designated spokesperson.

8. Keep in mind that whatever you say will be viewed as an official statement on behalf of your employer and your co-workers. This is yet another reason to follow the policy, make no comment, and direct the media representatives to the designated contact person.

9. If you are present during an Executive Session, keep in mind that executive sessions are privileged, that no record is made of these discussions, and that anyone present is absolutely forbidden to discuss the content of conversations which occur during the course of executive session.

If you have any questions about the application of this policy, please contact your immediate supervisor.

7.15 PERSONAL CELL PHONE USE

The use of personal cell phones, or work cell phones for personal matters, should be held to a reasonable limit during work time and not interfere with an employee's productivity or the productivity of their coworkers. Reasonableness will be determined by management.

7.16 PERSONAL PROPERTY

The City is not liable for lost, misplaced, or stolen property. Employees should take all precautions necessary to safeguard their personal possessions. Employees should not have their personal mail sent to the City, as it may be automatically opened, and should check with their manager before having larger items delivered to the workplace.

7.17 PARKING

All parking is at an employee's own risk. Employees and visitors should lock their vehicles and take appropriate safeguards to protect their valuables, including removing them from the vehicle if appropriate under the circumstances. Employees are not to park in areas reserved for visitors.

7.18 TRAVEL POLICY

1. General Policy

a. The City of Aberdeen will direct and may permit employees to attend and participate in professional meetings, conferences, training, schools and workshops. All such attendance must be pre-approved by the City.

b. Every attempt must be made by the employee to use the most economical means of travel. When more than one individual is traveling to the same function, car pooling is required. If employees choose not to car pool, they will not be allowed to submit for mileage. City-issued credit cards shall not be used to purchase gasoline or fuel for personal vehicles or reimbursable meals.

c. Employees shall be reimbursed for actual and necessary expenses in accordance with budgetary provisions and regulations. All travel and educational courses under $600.00 must have prior approval of the department head and travel over $600.00 must be approved by the City Manager by means of a travel request.

d. The City Finance Department is authorized to advance monies to full-time City employees only for authorized travel expenses. The amount to be advanced shall, in no case, exceed the amount authorized on the travel request less prepaid expenses and direct charges to vendor (i.e., registration, plane ticket). Advances must be requested a minimum of 3 weeks prior to travel date to allow for processing time.

2. Authority for Travel, Education and Meetings:

a. All travel, education and professional meetings shall be both authorized and approved by the department head, prior to commencing the travel. No travel request is necessary when travel

is within the city limits of Aberdeen.

b. Travel that exceeds $600.00 must also be authorized and approved by the City Manager.

c. All travel requests shall be filed with the City Finance Office, prior to commencing the travel.

d. The City Manager may approve travel expenses for an out-of-town applicant that is selected for an interview for a position.

3. Allowable Travel Expenses:

a. A travel request shall be completed prior to commencing travel, including all anticipated expenses. If a City vehicle is used, the travel request should also include the estimated gas expense.

b. The mileage allowance for private vehicle use on City business shall be in accordance with the rates set by the State of South Dakota. Mileage used shall be based on the standard map mileage for the most direct route. The current rates will be reflected on the City of Aberdeen Travel Request Form. The City Finance Office will notify the departments when the rates change. The mileage reimbursement rate covers all expenses incidental to the operation of an automobile —gasoline, oil, tires, repairs, towing and insurance, including unintentional damages by passengers.

c. Meal time hours and rates shall be in accordance with the rates set by the State of South Dakota. The City Finance Office will notify the departments when the rates change.

d. The City will reimburse actual cost upon presentation of receipts for lodging, conference or registration fees, business telephone and books and study materials.

e. Incidental expenses to travel shall be allowed; i.e., baggage transfer and storage and taxi fare. Receipts are required for **all** incidental expenses over $5.00.

f. No employee shall make any claim for reimbursement of expenses for travel or meals that are included as part of any registration. Any reimbursements received by a person attending a meeting or performing similar services from sources other than the City shall not be claimed for reimbursement.

g. The City may allow travel expenses by non-City employees on the

same basis as for City employees but only when non-City employees are performing official City business; such as, interview expenses, where outside individuals are asked to interview potential employees for the City.

h. The City will reimburse eligible expenses incurred by the employees that attend in-city meetings if the employee is directed to attend such a meeting by the City Manager (board meetings, committee, special banquets, panels, etc.).

SECTION 8 - EMPLOYMENT SEPARATION

8.1 RESIGNATION

The City requests that employees provide at least two weeks' written notice of their intent to resign. This notice should be submitted to an employee's manager. Dependent upon the circumstances, an employee may be asked to not work any or all of their notice period. An exit interview may be requested.

Employees cannot use Paid Time Off to extend their final two (2) week notice period. The last day of employment will be the last physical day worked.

8.2 TERMINATION

Unless expressly and unequivocally required by a separate written agreement between the City and the employee or the employee's union, all employment with the City is "at-will." This means that either the City or the employee can terminate the employment relationship at any time, with or without notice, and for any reason allowed by law or for no reason at all. Nothing herein shall be construed as creating an implied contract binding on the City.

8.3 PERSONAL POSSESSIONS AND RETURN OF CITY PROPERTY

All City property, such as PPE, computer equipment, keys, tools, ID badges, or City credit cards, must be returned immediately at the time of separation. Employees may be responsible for any lost or damaged items. When leaving, employees should ensure that they take all of their personal belongings with them.

SECTION 9 - VEHICLE OPERATIONS/SAFETY PROGRAM POLICY

9.1 INTRODUCTION

The City of Aberdeen's Vehicle Operations Safety Policy establishes the safety of drivers and passengers as a fundamental priority in the operation of motor vehicles, both City-owned or leased or employee-owned or leased, for City business purposes. Motor

vehicles are viewed as an extension of an employee's workspace. Unless specifically expressed otherwise, any reference to motor vehicle in this policy refers to any vehicle used for City business whether it is provided by the City or by the employee.

Safe driving practices protect the employee, fellow employees and citizens of the community. Employees must meet an acceptable standard of performance and safety while operating a motor vehicle to conduct City business. This policy applies to all City employees who regularly operate motor vehicles as well as volunteers or other City-approved drivers who are driving motor vehicles on behalf of the City. Unless otherwise, provided, City employees, volunteers or other City-approved drivers will all be included in the term “drivers.”

If any provisions of this policy conflict with applicable South Dakota law or federal law, the provisions of the law will apply.

9.2 COMPLIANCE WITH TRAFFIC LAWS

Drivers operating motor vehicles while conducting official City business shall observe all traffic laws, rules, and regulations, in addition to using common sense and good judgment. If, during the course of employment, an employee exhibits a disregard for safe driving procedures, the City Manager/department head may deny future authorization to operate a motor vehicle while representing the City. Drivers must carry their current state driver's license at all times when operating motor vehicles.

9.3 ALCOHOL AND DRUGS

Please refer to the City’s FTA Drug and Alcohol Policy, Non-DOT Drug and Alcohol Policy, or FMCSA Drug and Alcohol Policy, whichever is applicable to you, for information regarding prohibited conduct related to drug and/or alcohol use.

9.4 SAFETY EQUIPMENT

All drivers are required to utilize factory-installed safety features in each vehicle. Seat belts are required to be worn by drivers and passengers at all times while the vehicle is in motion. The driver is responsible for informing all passengers of this requirement and ensuring passengers comply. No safety equipment may be tampered with or changed. Drivers working on behalf of the City should use vehicle headlights at all times.

9.5 NON-CDL QUALIFIED DRIVERS

In order to use motor vehicles for City business, drivers must meet certain qualifications:

1. To be a qualified driver, employees must:

a. Possess a valid South Dakota driver's license of the appropriate type.

b. 18 years of age or older. Special consideration, however, may be given on a case-by-case basis for 17-year-old employees as appropriate with advance approval from Supervisor/Dept. Manager, and/or City Manager.

c. Agree to an annual review of the driver’s motor vehicle record and have a driving record satisfactory to the City in its sole discretion.

d. Agree to more frequent motor vehicle record review if requested by the City.

e. Be insurable at a reasonable cost as determined by the City.

If the City deems, in its sole discretion, that the driver has an excessive number of motor vehicle violations or the type(s) of violation is so serious that it is inadvisable to allow a driver to drive on City business, the driver will no longer be allowed to drive as part of his/her job duties.

Note: Unless otherwise noted above, motor vehicle violations include those that involve personal vehicles both when being used for personal use and when being used while working on behalf of the City, as well as those that involve City-owned vehicles.

2. A qualified driver should not have any major motor vehicle violations. Major motor vehicle violations may include (but are not limited to):

- Reckless driving, exhibition driving, or highway racing
- Operating a motor vehicle during a period of license suspension, revocation or expiration
- Driving in violation of restrictions
- Hit and run driving (bodily injury or property damage)
- Negligent homicide arising out of the use of a motor vehicle (gross negligence)
- Aggravated assault with a motor vehicle
- Using a motor vehicle during the commission of a felony
- Driving a commercial motor vehicle without obtaining a commercial driver’s license
- Driving a commercial motor vehicle without a commercial driver’s license in possession
- Driving a commercial motor vehicle without the proper class of commercial driver’s license or endorsement
- Fleeing or attempting to elude an officer

3. Drivers with suspended, expired, or revoked licenses will not be allowed to drive on City business. Any driver who is required to drive on City business is required to report to his/her dept. manager and/or supervisor the expiration, suspension, revocation and/or loss of his/her driver's license as soon as such loss occurs. Continuing to drive a motor vehicle on City business while under suspension may result in termination.

4. Drivers are also required to immediately inform their dept. manager and /or supervisor of any of the violations listed above including, but not limited to, DUI/DWI or Class I misdemeanors. Any employee who fails to report such information will be subject to disciplinary action.

5. Notwithstanding the above, if any employee has driving duties and, in the City's sole judgment, becomes too expensive to insure, at the City's sole discretion, the employee may be transferred to a job without driving duties if available, or may be terminated from employment.

6. Drivers who are assigned a City vehicle must return the car in the same condition, reporting any problems to the Dept. Manager.

7. Authorization of temporary/seasonal employees to operate motor vehicles on City business may be limited where practical.

9.6. COMMERCIAL MOTOR VEHICLE DRIVERS

1. No employee without a Commercial Driver's License (CDL) as defined by Commercial Motor Vehicle Safety Act of 1986 may be allowed to drive vehicles or combinations thereof that require the operator to have a CDL.

2. Employees may drive vehicles which are considered commercial motor vehicles but because of the smaller nature of the vehicle a CDL is not required. Only drivers specifically assigned by the City may drive these smaller commercial motor vehicles.

3. Employees who drive a commercial motor vehicle will be disqualified from driving a commercial vehicle in accordance with Appendix A.

9.7 DRIVING RECORD INFRACTION GUIDELINES FOR NON-COMMERCIAL MOTOR VEHICLE DRIVERS

1. Any driver who drives a motor vehicle on City business (other than drivers of commercial motor vehicles) whose driving record shows infractions as outlined in this policy may be subject to disciplinary action to include:

- suspension of driving privileges for the City;
- job duties adjusted or reassigned;
- completion of defensive driving training course at the City's discretion;
- internal probation, and/or more severe disciplinary action up to and including termination.

Note: Each case will be considered on its own merits.

2. If a driver loses his/her motor vehicle operating privileges for a specific period of time, management will meet with that driver and review all relevant facts surrounding such loss. Those factors may include, but are not limited to, the following:

- the length of the loss of motor vehicle operating privileges.
- any prior driving privilege loss when the City has accommodated the loss of driving.
- the reason driving privileges were lost.
- the commitment to obtain an evaluation, and any recommended treatment, through the Employee Assistance Program (EAP) or other recognized or accredited rehabilitative programs if the employee or other City-approved driver lost driving privileges due to a driving while under the influence (DUI) offense.

3. If a driver loses his/her motor vehicle operating privileges and operates a motor vehicle as an essential function of his or her duties, the action to be taken may include, but is not limited to, one of the following:

- Temporary or permanent demotion to a vacancy in a lower classification in which driving is not an essential function.
- Reclassification to a lower classification in which driving is not an essential function, and/or reduction in pay.
- Suspension.
- Termination.

The option selected will depend upon available positions, prior driving privilege loss, length of time that the loss of driving privilege is in effect, reason for loss of driving privileges, the employee’s commitment to regaining such privileges, and the impact that the time will have on work location activities. A determination made in any one department does not guarantee or require that the same determination will be made in the event of a future infraction in the same or another department. Each case will be considered on its own merits as noted above.

4. Each violation of the minimal driving guidelines will be reviewed by the Dept. Manager, Human Resources Director, and City Manager and dealt with on a case-by-case basis. If a disability or health-related reason caused the adverse driving record, the

employer will consider such information and may use such information in making reasonable accommodation decisions.

5. An employee who loses his or her motor vehicle operating privileges who has occasion where he or she may be required to drive to perform tasks for the City of Aberdeen (but for whom the operation of a motor vehicle is not an essential function of their job) may be required to use a taxi cab or other alternative transportation at the employee's expense to attend meetings or attend to other job-related duties. No City employee shall drive or transport another City employee who has lost his/her driving privileges unless there is a job-related reason to drive for or to transport the other employee unless approved in advance by the City Manager.

6. The Department Head or his/her designee will review the proposed course of action with the Human Resources Department and City Manager prior to any course of disciplinary action as this will ensure consistency in application of the policy.

7. Traffic citations received while operating a vehicle on City business are the responsibility of the driver unless it can be shown the City has responsibility.

9.8 AUTHORIZED USE OF CITY MOTOR VEHICLES

1. City Vehicles shall be used for official City business-related travel only. A driver operating a City-owned or leased vehicle within the scope of their employment and/or while working on behalf of the City is covered by the City's vehicle insurance program.

2. City owned or leased vehicles are to be operated by employees, volunteers, or other City-approved drivers instead of personal vehicles except for those instances involving an emergency situation or operations necessary to support repairs and/or servicing.

3. City employees are prohibited from using City-owned vehicles for personal use or trips outside the City except as specifically required and authorized by their Department Head and/or City Manager.

4. Only persons authorized by the operator are to be passengers in a vehicle operated on City business.

9.9 VEHICLES/PERSONAL PROPERTY

1. Personal vehicles may be used for official City business with prior approval from department head or City Manager.

2. The City is not liable for damage to personal vehicles used for City business.

3. The City is not liable for the loss or damage to any personal property that is in City-owned or leased vehicles or privately owned vehicles.

4. A driver who is authorized to operate a privately owned vehicle on official City business must comply with the Financial Responsibility law for the State of South Dakota. All drivers using their personal vehicle for City business on a regular basis will provide upon request a Certificate of Insurance or photocopy of an insurance statement to show proof of insurance. The City requires employees driving their personal vehicle for City business on a regular basis to carry minimum liability limits of $100,000/ $300,000/ $100,000. As required by state law, proof of insurance or financial responsibility must be carried in the vehicle at all times. Failure to comply with the insurance law is subject to corrective action.

9.10 ACCIDENTS

All accidents that occur with a motor vehicle while on City business must be reported to your department supervisor/manager immediately. An accident/incident report must be filled out regardless of fault and will speed the insurance process. An employee in violation of this policy or who transports a non-City employee without prior permission could be held personally liable for damages in the event of a vehicle accident.

9.11 MOTOR VEHICLE RECORD REVIEWS

All applicants who may have driving responsibilities will also have a motor vehicle record (MVR) review done after being conditionally offered employment. Since any employee with a driver's license may be called upon to drive on City business, provided they meet all of the other qualifications listed in this policy, a motor vehicle record report will be done upon employment and at least annually thereafter. Motor vehicle records may be obtained more frequently if a driver's duties regularly require operation of a motor vehicle for City business and the employee is under disciplinary probation or suspension. If the MVR review indicates excessive or concerning violations, the Human Resources Director will work with the Dept. Manager and City Manager to determine appropriate action. The City also reserves the right to take appropriate action if violations are excessive or serious or result in it being cost-prohibitive to insure the driver.

9.12 DRIVERS REQUIREMENTS

The following lists many driving rules. However, this list is not all encompassing and drivers must not only comply with the rules listed below but all federal and state driving laws that are applicable to the employee.

1. Vehicles are to be driven in such a manner as to create a favorable impression to the public. Drivers shall exercise special precautions when:

- children are playing on a roadway, alley, or near the curb.
- passing schools or playgrounds
- approaching persons on bicycles
- driving during inclement weather

2. Drivers will use the proper signals when stopping, turning, or slowing down.

3. All drivers will give a pedestrian the right of way.

4. Employees who are assigned City vehicles are responsible for keeping the interior clean, reporting any vehicle problems or defects and maintaining the vehicle according to City policy.

5. Drivers are responsible for locking the vehicle when parking and may be held responsible for any items stolen from the vehicle if not properly secured.

6. Drivers are responsible for promptly paying any and all tickets received while driving the vehicle.

7. Drivers are discouraged from cell phone use of any kind and from eating and/or drinking while the vehicle is in motion since this can cause distractions and possibly accidents. Drivers shall not text from cell phones or use laptop computers while driving.

8. Tobacco use is not allowed in City-owned or leased vehicles and/or equipment.

9. All traffic laws of the State of South Dakota, including signs and speed limits, must be obeyed.

10. Within departmental prescribed procedures, employees driving vehicles during their employment are responsible for ensuring that the vehicle is properly maintained and in a generally safe operating condition.

11. An employee's department should know of intended travel plans by way of an itinerary or other equivalent method. This also allows a means of contact during an emergency.

12. Flasher lights on vehicles and equipment should be used for emergencies or as work conditions require. Flasher lights are not to be used as an excuse to gain the right of way or to break traffic rules.

13. No one is permitted to ride outside the passenger compartment when a vehicle is in motion, with the exception of rear-loading garbage trucks and specific law enforcement and Street Department activities. Cell phones can only be used by the driver and riders outside the passenger compartment when the truck is not moving or operating.

14. Personal vehicles will not be used to pull trailers or haul equipment while being used for City business.

15. City-owned vehicles shall be kept free of any stickers or signs except those required by law to be on such vehicles.

16. Only authorized personnel may operate City vehicles.

17. City vehicles will be parked with the motor stopped. No vehicle should be left running while unattended or performing maintenance. An exception may be given by the department head in certain situations, such as emergency and diesel vehicles. In those situations, precautions for non-permitted use must be in place.

18. Slow-moving vehicles shall be equipped with the appropriate signage.

19. Not more than three persons should ride in the front seat of any vehicle, or one person for each seat belt.

20. No person shall ride on any portion of a motor grader, tractor, or similar equipment except as the driver, operator or trainer.

21. Drivers should not permit vehicles to be loaded beyond the capacity of the truck.

22. Equipment and tools carried on or in a vehicle should be placed securely in compartments or fastened down.

23. When moving vehicles onto, out of, or near buildings, such movement should be done slowly and with caution.

24. Employees, volunteers, or any other passengers in a motor vehicle utilized for City business shall not jump on or off vehicles while in motion.

9.13 BACKING OPERATIONS

1. Backing should be avoided unless absolutely necessary.

2. Backing should be done only after the driver has made certain their vehicle has adequate clearance on all sides.

3. Backing should be done very slowly and with extreme caution.

4. Both sides should also be observed during backing operations using mirrors and camera equipment when available.

5. The safety policy for riders and drivers of the Solid Waste Collection Department includes the following:

a. Adequate training will be provided to drivers of waste collection trucks to be aware of the hazardous areas around a refuse-collection vehicle.

b. The ANSI standard and Section 6.2.5.4 of the American National Standards Institute (ANSI) will be followed as stated: "When operating or working on any vehicle equipped with riding steps: a) Ensuring that no persons ride on steps when the vehicle is exceeding 10 mph, operating in reverse, or when the distance traveled exceeds 0.2 miles."

c. Riders are not to stand on the steps when the vehicle is backing up as riders could slip off and be run over.

d. Riders are to step on or off the riding steps (rather than jump on them), and mount or dismount them only when the vehicle is at a complete standstill. Workers are not to stand on riding steps while garbage trucks back up.

e. Drivers of waste collection trucks should follow safety rules regarding extra riders.

f. Backing up is permitted by drivers, however, at no more than 4-5 mph.

g. No individual should ride on the rear of a garbage truck while it is backing up. Also, helpers must assist drivers when backing up.

h. Riders are to step off the riding steps before the driver begins to back up and remain clear of the vehicle when the backup lights are on or the alarm is sounding.

i. Riders are to stand to the side of the truck while compacting.

j. Drivers are to use extreme caution when backing up and always keep workers on foot in your line of vision. If visual contact is lost, drivers should stop the vehicle immediately.

k. Drivers should stop backing immediately if visual contact is lost with workers on foot.

l. Drivers should resume backing only when visual contact is restored with workers on foot.

m. Drivers are to use a co-worker as a spotter when backing the truck.

n. Riders are to ride in the vehicle cab when traveling to or between collection routes rather than on the side step. If there aren't enough seats in the cab for collectors, they should be transported to the job site by separate vehicle.

o. Drivers should avoid sudden stops that could cause step riders to be thrown from the vehicle.

p. Drivers should wait for step riders to signal before putting the vehicle in motion.

q. Drivers are to park the truck on the right side of the road.

r. Drivers and riders are to wear safety equipment at all times as required by their specific job duties. This includes wearing light or brightly colored clothing; reflective vests; slip-resistant footwear (avoid shoes with very narrow cleats or spikes that might get caught in open mesh riding steps), and/or protective eyewear such as goggles.

s. Drivers shall not text from cell phones while driving.

t. Employees shall not use a cell phone while riding on the back of a truck when the truck is moving or operating. Cell phone use shall be limited to times such as when the driver and the employee riding on the back switch places. Cell phones can only be used when the truck is not moving or operating. Safety is a priority. If a cell phone is to be used by the driver, the truck must pull over out of traffic and stop while the phone is in use.

u. Other safety measures as indicated by Supervisor, Department Head and/or manufacturer.

APPENDIX A

49 C.F.R. § 391.15 Disqualification of drivers.

(a) General. A driver who is disqualified shall not drive a commercial motor vehicle. A motor carrier shall not require or permit a driver who is disqualified to drive a commercial motor vehicle.

(b) Disqualification for loss of driving privileges.

(1) A driver is disqualified for the duration of the driver's loss of his/her privilege to operate a commercial motor vehicle on public highways, either temporarily or permanently, by reason of the revocation, suspension, withdrawal, or denial of an operator's license, permit, or privilege, until that operator's license, permit, or privilege is restored by the authority that revoked, suspended, withdrew, or denied it.

(2) A driver who receives a notice that his/her license, permit, or privilege to operate a commercial motor vehicle has been revoked, suspended, or withdrawn shall notify the motor carrier that employs him/her of the contents of the notice before the end of the business day following the day the driver received it.

(c) Disqualification for criminal and other offenses

(1) General rule. A driver who is convicted of (or forfeits bond or collateral upon a charge of) a disqualifying offense specified in paragraph (c)(2) of this section is disqualified for the period of time specified in paragraph (c)(3) of this section, if:

(i) The offense was committed during on-duty time as defined in § 395.2 of this subchapter or as otherwise specified; and

(ii) The driver is employed by a motor carrier or is engaged in activities that are in furtherance of a commercial enterprise in interstate, intrastate, or foreign commerce.

(2) Disqualifying offenses. The following offenses are disqualifying offenses:

(i) Driving a commercial motor vehicle while under the influence of alcohol. This shall include:

(A) Driving a commercial motor vehicle while the person's alcohol concentration is 0.04 percent or more;

(B) Driving under the influence of alcohol, as prescribed by State law; or

(C) Refusal to undergo such testing as is required by any State or jurisdiction in the enforcement of § 391.15(c)(2)(i) (A) or (B), or § 392.5(a)(2).

(ii) Driving a commercial motor vehicle under the influence of a 21 CFR 1308.11 Schedule I identified controlled substance, an amphetamine, a narcotic drug, a formulation of an amphetamine, or a derivative of a narcotic drug;

(iii) Transportation, possession, or unlawful use of a 21 CFR 1308.11 Schedule I identified controlled substance, amphetamines, narcotic drugs, formulations of an amphetamine, or derivatives of narcotic drugs while the driver is on duty, as the term on-duty time is defined in § 395.2 of this subchapter;

(iv) Leaving the scene of an accident while operating a commercial motor vehicle; or

(v) A felony involving the use of a commercial motor vehicle.

(3) Duration of disqualification

(i) First offenders. A driver is disqualified for 1 year after the date of conviction or forfeiture of bond or collateral if, during the 3 years preceding that date, the driver was not convicted of, or did not forfeit bond or collateral upon a charge of an offense that would disqualify the driver under the rules of this section. Exemption. The period of disqualification is 6 months if the conviction or forfeiture of bond or collateral solely concerned the transportation or possession of substances named in paragraph (c)(2)(iii) of this section.

(ii) Subsequent offenders. A driver is disqualified for 3 years after the date of his/her conviction or forfeiture of bond or collateral if, during the 3 years preceding that date, he/she was convicted of, or forfeited bond or collateral upon a charge of, an offense that would disqualify him/her under the rules in this section.

(d) Disqualification for violation of out-of-service orders

(1) General rule. A driver who is convicted of violating an out-of-service order is disqualified for the period of time specified in paragraph (d)(2) of this section.

(2) Duration of disqualification for violation of out-of-service orders

(i) First violation. A driver is disqualified for not less than 90 days nor more than one year if the driver is convicted of a first violation of an out-of-service order.

(ii) Second violation. A driver is disqualified for not less than one year nor more than five years if, during any 10-year period, the driver is convicted of two violations of out-of-service orders in separate incidents.

(iii) Third or subsequent violation. A driver is disqualified for not less than three years nor more than five years if, during any 10-year period, the driver is convicted of three or more violations of out-of-service orders in separate incidents.

(iv) Special rule for hazardous materials and passenger offenses. A driver is disqualified for a period of not less than 180 days nor more than two years if the driver is convicted of a first violation of an out-of-service order while transporting hazardous materials required to be placarded under the Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.), or while operating commercial motor vehicles designed to transport more than 15 passengers, including the driver. A driver is disqualified for a period of not less than three years nor more than five years if, during any 10-year period, the driver is convicted of any subsequent violations of out-of-service orders, in separate incidents, while transporting hazardous materials required to be placarded under the Hazardous Materials Transportation Act, or while operating commercial motor vehicles designed to transport more than 15 passengers, including the driver.

(e) Disqualification for violation of prohibition of texting while driving a commercial motor vehicle

(1) General rule. A driver who is convicted of violating the prohibition of texting in § 392.80(a) of this chapter is disqualified for the period of time specified in paragraph (e)(2) of this section.

(2) Duration. Disqualification for violation of prohibition of texting while driving a commercial motor vehicle

(i) Second violation. A driver is disqualified for 60 days if the driver is convicted of two violations of § 392.80(a) of this chapter in separate incidents during any 3-year period.

(ii) Third or subsequent violation. A driver is disqualified for 120 days if the driver is convicted of three or more violations of § 392.80(a) of this chapter in separate incidents during any 3-year period.

(f) Disqualification for violation of a restriction on using a hand-held mobile telephone while driving a commercial motor vehicle

(1) General rule. A driver who is convicted of violating the restriction on using a hand-held mobile telephone in § 392.82(a) of this chapter is disqualified from driving a commercial motor vehicle for the period of time specified in paragraph (f)(2) of this section.

(2) Duration. Disqualification for violation of a restriction on using a hand-held mobile telephone while driving a commercial motor vehicle

(i) Second violation. A driver is disqualified for 60 days if the driver is convicted of two violations of § 392.82(a) of this chapter in separate incidents committed during any 3-year period.

(ii) Third or subsequent violation. A driver is disqualified for 120 days if the driver is convicted of three or more violations of § 392.82(a) of this chapter in separate incidents committed during any 3-year period.

SECTION 10 - EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

CITY OF ABERDEEN

I acknowledge receipt of the City's Employee Handbook and agree to follow the guidelines within it. I also acknowledge the following:

1. I understand that it is my responsibility to read, understand, and abide by these policies and procedures.
2. Receipt of this Handbook does not create a contract of any kind or in any way alter my at-will employment status; the City or I can end the employment relationship at any time, with or without notice, and with or without cause.
3. I am not entitled to any particular sequence of disciplinary measures prior to termination.
4. This Handbook may be modified at any time.
5. Violation of any policy in this Handbook, or any policy included as an addendum, may result in discipline, up to and including termination.
6. This Handbook does not include every process, policy, and expectation applicable to employees, or my position specifically; I may be counseled, disciplined, or terminated for behavior that violates the policies set forth herein or performance even if the behavior or performance issue is not addressed in the Handbook.
7. Should any provision in this Handbook be in conflict with applicable federal, state, or local law, that provision only will be considered ineffective, while the rest of the Handbook remains effective.
8. I have received a copy of the City of Aberdeen Safety Manual and will abide by the requirements.
9. If I have questions regarding any policy in this Handbook, or other expectations related to my behavior or performance, it is my responsibility to speak with my manager or Human Resources.

_____ _____

Signature Print Name

_____

Date

Please return this page to your Human Resource Department for filing purposes.

APPENDIX B

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time.** When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

WH1420 REV 04/23

2026 EMPLOYEE HANDBOOK
SUMMARY OF CHANGES EFFECTIVE JANUARY 1, 2026

This document briefly summarizes material changes to the January 2022 Employee Handbook. Upon consultation with the City Manager, City Attorney, and employment and labor lawyers with the Jackson Lewis firm, the Human Resources Director comprehensively reformatted and revised the Handbook. The adopted 2026 Employee Handbook addresses recent changes in federal and state employment and labor laws, treats non-union and AFSCME Local Labor Union employees equitably, and is current with changes in technology that impact employment relations and conditions. Please refer to the 2026 Employee Handbook for final language.

2.12 Residency (Revised)
Employees must maintain their regular residence within forty (40) miles of the city limits.

4.5 Timekeeping (Revised)
Added that employees are required to clock in and out for their designated lunch periods if the period is longer than 30 minutes.

4.6 Call Back and Reporting Pay (Revised)
Similar to Labor Union employees, added that two (2) times the regular rate of pay shall be paid for hours worked on Thanksgiving and the additional holiday identified by the City Manager.

4.8 Overtime Compensatory Time Election (New)
Similar to Labor Union employees, an employee may choose to receive overtime pay for overtime hours worked as overtime compensatory time, at a rate of one and one-half (1½) hours per hour of overtime. Overtime compensatory time may be accrued by an employee at a maximum accrual of fifty (50) hours.

4.15 Temporary Work in Higher Classification (New)
Similar to Labor Union employees, when an employee is assigned, directed, or expected to perform the essential duties of a higher-paid classification for longer than two (2) months, the employee will be considered temporarily working in a higher classification for such period. For all such time worked, the employee will receive a temporary pay upgrade equal to the starting step of the higher classification or five percent (5%) above their current rate of pay, whichever is greater.

4.16 Certification Incentives (New)
Similar to Labor Union employees, Employees are encouraged to seek additional certifications for the betterment of their department, including the succession considerations of their department. Except for certifications (i) held by an employee on

January 1, 2026, or (ii) listed as a requirement in the employee's job description, or (iii) determined by the City as necessary to perform the assigned work, or (iv) required by law, regulation, or licensing authority for the duties of the position, the City may provide certification incentive compensation in the form of a one-time bonus or a permanent wage increase for employees who obtain and maintain additional certifications approved by the City Manager.

4.17 Cell Phone Stipend (New)

Similar to Labor Union employees, upon submission of a request for a cell phone stipend allowance of $16.15 biweekly, employees who are required to continuously and routinely monitor, receive, and respond to work-related emails, data communications, alerts, and notifications via their personal cell phone will be approved by the City Manager to receive the stipend and shall respond when called for City business. The cell phone stipend may be increased annually by the percentage increase for pay grades.

4.18 CDL Training and Fees (New)

The City will pay necessary fees and training costs for obtaining or renewing a commercial driver's license required in the employee's job description. Required training may occur during regular work hours. The employee will be responsible for any additional costs resulting from a failed test.

5.1 Official Holidays (Revised)

Added that four (4) hours will be given at regular rate on Christmas Eve if that day falls on Monday - Thursday

5.3 Paid Time Off (PTO) (Revised)

Similar to Labor Union employees:

Years of Service	PTO Per Pay Period	Max Accrual
0 through 6 years	6 hours	160 hours
7 through 13 years	8 hours	200 hours
14 plus years	9 hours	240 hours

PTO can be taken in 15-minute increments.

5.4 Extended Leave Bank (ELB) (Revised)

Similar to Labor Union employees:

ELB Per Pay Period Accrual	Max Accrual
3 hours	480 hours

Similar to Labor Union employees, an employee may use up to three consecutive (3) days of ELB before using PTO or compensatory time due to the death of an immediate family member. "Immediate family member" means a spouse, child, step-child, parent, step-

parent, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, grandparent, grandchild, and child-in-law.

5.16 Longevity Bonus (New)
Similar to Labor Union employees, all full-time, non-union employees providing continuous service to the City are eligible to receive a longevity bonus on 5-year anniversary milestones from their full-time date of hire. Eligible employees retiring three or more years after a milestone will receive $100 for each full year of continuous service upon retirement.

5.17 Referral Incentive (New)
Similar to Labor Union employees, full-time employee may receive a $500 referral incentive for successful full-time candidate hires. $250 will be paid to the referring employee after three months of continuous employment of the new hire, and the remaining $250 will be paid after the new hire successfully completes one year of continuous employment. The hire may not be a person supervised by the referring employee. Referrals are limited to three (3) per year.

6.3 Non-DOT Drug and Alcohol Testing Policy (New)
The proposed policy establishes a comprehensive non-DOT drug and alcohol testing policy for City employees to support a safe, healthy, and productive workplace while maintaining compliance with the Drug-Free Workplace Act. The policy outlines prohibited conduct related to drugs and alcohol, establishes expectations for employee and supervisor responsibilities, and provides procedures for pre-employment, reasonable suspicion, post-accident, follow-up, and random testing for safety-sensitive positions. It also defines safety-sensitive positions, testing procedures, confidentiality requirements, and consequences for policy violations, including refusal to test or positive test results.

6.6 Workers' Compensation (Revised)
For work-related injuries where time loss is compensated by worker's compensation, the employee may elect to use accrued paid leave, such as ELB, or PTO if no ELB, to supplement their workers wage replacement benefits. The combined total of workers compensation benefits and paid leave may not exceed the employee's regular base wages. Paid leave will be used in increments necessary to supplement the workers compensation benefit rather than as full day deductions. Use of paid leave is optional unless otherwise required by applicable policy or law.

6.9 Restroom and Changing Room Access (New)
State law prohibits an employee from granting a member of the opposite sex permission to use a restroom or changing room of the individual's sex. Employees shall also take reasonable steps to prohibit members of the opposite sex from using the restroom or changing rooms of the individual's sex. Exceptions apply for a parent/chaperone accompanying a child under 10 years of age or a person with a disability who needs assistance.

6.10 Uniforms and Protective Equipment (New)
Similar to Labor Union employees, the City will provide an employee any clothing mandated by state or federal law. If the City requires any employee to wear a uniform (including logoed apparel), protective clothing (including cold-weather apparel, coveralls, high visibility apparel, and boots), or any type of protective device (including safety glasses), as a condition of their employment, the City will provide such items to the employee based on the department's yearly PPE budget.

7.12 Artificial Intelligence (AI) Policy (New)
This policy establishes the framework for ethical and appropriate uses for AI, particularly generative AI.

7.18 Travel Policy (New)
This policy updates and clarifies the City's travel and training procedures, including approval requirements, reimbursement standards, and allowable expenses for authorized business travel, meetings, and educational opportunities.

SECTION 9 – Vehicle Operations Safety (New)
This policy establishes the safety of drivers and passengers as a fundamental priority in the operation of motor vehicles, both City-owned or leased or employee-owned or leased, for City business purposes. Motor vehicles are viewed as an extension of an employee's workspace.

City of Aberdeen
Council Agenda Memo

Agenda Item **7E**

Meeting Date:	6/22/2026	**Department:**	City Council
Agenda Section:	New Business	**Presented by:**	City Attorney
Res./Ord. Number:	NA	**Attachments:**	None

Agenda Item Title:
Ratification of Mayor's appointment of Guy Trenhaile to the Board of Ethics.

Proposed or Possible Action:
Motion by _____second by _____to ratify Mayor Schaunaman's appointment of Guy Trenhaile to the Board of Ethics for the remaining 1-year term of Jon Schaff beginning July 1, 2026, and expiring July 1, 2027, as provided by Aberdeen City Code, Sec. 2-383.

Overview:
Ethics Board member Jon Schaff is resigning from the Board effective July 1, 2026, with one-year remaining on his term. Mayor Schaunaman thanks Prof. Schaff for his valuable service to the City of Aberdeen and appoints Aberdeen resident Guy Trenhaile to serve the remainder of the term from July 1, 2026, until July 1, 2027. The appointment requires Council ratification.

• Guy Trenhaile is the President of Healthcare Plus Federal Credit Union, where he has provided financial products and service to the community and region since 1991. Notwithstanding the demands and responsibilities of his leadership of HPFCU, Mr. Trenhaile has served on, or is active with, the following community organizations: Aberdeen Community Theatre, Aberdeen Convention and Visitor's Bureau, Aberdeen Chamber of Commerce, Aberdeen Hockey Association, Aberdeen Hardball Association, Aberdeen Junior Achievement, Avera St. Luke's Citizen's Advisory Board and Foundation Board along with local church committees.

Sec. 2-383. Composition; appointment; term; compensation of members.

The board of ethics shall consist of five members to be appointed by the mayor and ratified by the city council. Initially, one member shall be appointed to hold office for two years, two for three years, and two for four years. Thereafter, at the first regular meeting of the city council in July of each year, one member or two members, as the case may be, shall be appointed for a term of four years to succeed the retiring member. No member is eligible for reappointment after having served two four-year terms. No member of the board of ethics shall receive a salary. Members may be reimbursed for expenses in accordance with city policy or as approved by the city council.

Financial Consideration:
N/A

Attachments: N/A

City of Aberdeen
Council Agenda Memo

Agenda Item **7F**

Meeting Date:	6/22/2026	**Department:**	Public Works
Agenda Section:	New Business	**Presented by:**	City Manager
Res./Ord. Number:	NA	**Attachments:**	1

Agenda Item Title:
Possible approval of payment to close on purchase of real property for public works facility.

Proposed or Possible Action:
Motion by _____, second by _____, to approve payment not to exceed $302,327.43 to Aberdeen Development Corporation to close on the purchase of Lot 2, Wagner Holdings Second Addition in the West Half of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota (6.81 acres±), pursuant to that Purchase Agreement approved by the Council and executed on April 8, 2025; and to authorize the City Manager to sign closing documents as approved by the City Attorney.

Overview:
The payment for the 6.81 acre lot in the Roosevelt Business Park finalizes the City's acquisition of the land needed for the new public works facility (18.86 acres±) and satisfies the terms and conditions of the Purchase Agreement between the City and Aberdeen Development Corporation. The City by Warranty Deed from ADC dated October 8, 2025, re-acquired Lot 1, Safeguard/ADC Subdivision in Aberdeen, South Dakota (12.05 acres±). The Administration recommends approval of the final payment and authorization of the City Manager to execute closing documents.

Financial Consideration:
This payment is a budgeted expenditure within the 2025 Special Sales Tax Fund and aligns with the City's long-range planning, as the project is included in the 2025-2029 Capital Outlay Plan.

Attachments:
1. Purchase And Sale Agreement, fully-executed
2. Aerial view of parcel

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** ("Agreement") is made on April 8, 2025 ("Effective Date") by **ABERDEEN DEVELOPMENT CORPORATION**, a South Dakota nonprofit corporation, 506 South Main Street, Suite 2, Aberdeen, South Dakota 57401 ("ADC") as seller and **CITY OF ABERDEEN**, a South Dakota municipal corporation, 123 South Lincoln Street, Aberdeen, South Dakota 57401 ("City") as purchaser. ADC and City may be referred to individually as "Party" and collectively as "Parties."

Recitals

A. ADC owns certain Brown County, South Dakota, real property located in the industrial park described below as Parcel 1.

B. ADC has entered into a purchase agreement to purchase certain real property adjacent to Parcel 1 described below as Parcel 2.

C. City desires to purchase Parcels 1 and 2 for the sole purpose of constructing, owning, and operating a new municipal public works facility ("City Facility") and ADC desires to sell those parcels to City.

D. The Parties intend this Agreement to fully state the purchase terms.

Agreement

In consideration of the mutual covenants stated in this Agreement and other good and valuable consideration with the Parties acknowledge the sufficiency and receipt thereof, the Parties agree as follows:

1. **Property**. ADC hereby sells to City and City hereby purchases from ADC on the terms hereafter stated, the real property ("Property") legally described as:

> Lot 1, Safeguard/ADC Subdivision in Aberdeen, South Dakota, according to the recorded plat thereof ("Parcel 1"); and
>
> Lot 2, Wagner Holdings Second Addition in the West Half of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota, according to the recorded plat thereof ("Parcel 2").

2. **Purchase Price**. City will pay ADC **$301,327.43** in full at Closing. The Purchase Price will be subject to adjustment and proration as specified in Paragraph 5 below.

3. **Title Commitment**. City at its own cost and expense may order a Commitment for an Owner's Title Insurance Policy upon the Parties signing this Agreement. City will have five business days after receipt of the Commitment to deliver written objection to ADC of any Schedule B II coverage exceptions that affect marketable title to the Property. Coverage exceptions that do not affect marketable title will be

deemed “Permitted Exceptions.” Any debt, lien, or judgment of ADC must be satisfied or released at or before the Closing Date. If City timely objects to a coverage exception, ADC will deliver to City written notice within five days that (a) ADC will, at ADC’s sole cost and expense, cause the coverage exception to be removed from the Commitment before the Closing; or (b) ADC is unwilling or unable to remove any such coverage exception. If ADC is unable or unwilling to remove any exception to title, City may either purchase the Property subject to such coverage exceptions, or terminate this Agreement and upon such termination, the Parties will have no further obligation to each other.

4. **Possession**. City will have possession of Parcel 1 upon the Parties signing this Agreement. City will indemnify, protect, defend, and hold ADC harmless, to the fullest extent provided by law, against and from any loss, cost, damage, liability, claims or expense, including, without limitation, reasonable attorneys’ fees arising from or in connection with City’s entry upon the Property. The foregoing indemnification shall survive the Closing or any termination of this Agreement. City will have possession of Parcel 2 upon completing the Closing as specified in Paragraph 5 below.

5. **Closing**. Titles of Dakota (“Closing Agent”) will close this purchase on or about 30 days after ADC closes on its purchase of Parcel 2 ("Closing Date"). Each Party’s Closing obligations are as follows:

a. **ADC**. Before or at the Closing, ADC will deliver to the Closing Agent the following items (all duly executed and acknowledged where required):

(1) **Warranty Deed**. A Warranty Deed to the Property conveying fee simple title, free and clear of all liens and encumbrances except the Permitted Exceptions.

(2) **Additional Documents**. Such additional documents as City might reasonably require to complete the purchase of the Property.

b. **City**. Before or at the Closing, City will deliver to the Closing Agent the following items (all duly executed and acknowledged where required):

(1) **Payment**. The Purchase Price specified in Paragraph 2 above.

(2) **Additional Documents**. Such additional documents as ADC might reasonably require to complete the purchase of the Property.

c. **Closing Agent**. Closing Agent will prepare a statement for the Closing (“Closing Statement”) showing the allocation of all transaction costs and expenses. By signing the Closing Statement, the Parties agree to the distributions specified therein and to the following cost allocations and credits:

(1) **Title Insurance**. City will pay the Title Insurance Policy premiums, search fees, and endorsements.

(2) **Closing Costs**. ADC and City will equally split the Closing Agent's fee.

(3) **Transfer Fee**. City will pay the real estate transfer fee specified in SDCL 43-4-21. The Parties agree that the Property's current assessed value will be the value for transfer fee purposes.

(4) **Document Preparation**. ADC will pay for the drafting of the Warranty Deed referenced in Paragraph 5.a.(1) above and for any documents drafted to remove the exception objections.

(5) **Recording Fees**. City will pay the recording fee to record the Warranty Deed.

(6) **Attorney's fees**. Each party shall be responsible for their own attorney's fees.

If ADC is unable to close on its purchase of Parcel 2 before City begins construction of the City Facility, City may elect to purchase Parcel 1 from ADC for $1.00 and if City so elects, the Parties will close on the sale of Parcel 1 as specified in this Paragraph 5.

6. **Default**. If either Party believes the other Party has defaulted in performance of its obligations hereunder, the Party claiming default will notify the defaulting Party in writing of the default. The defaulting Party will have 10 days to object to the claim of default or to cure the default. The Parties may pursue all remedies provided by law if the Parties do not reach agreement regarding the default. If either Party commences legal action against the other Party regarding the Property or this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees in addition to any other relief granted.

7. **Miscellaneous**. The Parties further agree as follows:

a. **Time**. Time is the essence of this Agreement.

b. **Assignment**. Neither Party may assign its rights under this Agreement without the other Party's written permission.

c. **Notice**. Any notice required by this Agreement must be in writing sent to the Party at the address provided and may be delivered by:

(1) Personal delivery.

(2) Overnight delivery service with proof of delivery.

(3) United States Mail, postage prepaid, registered or certified mail, return receipt requested.

(4) Legible facsimile transmission.

(5) Electronic mail, return receipt requested.

d. **Amendment**. This Agreement cannot be amended except in writing signed by ADC and City.

e. **Entire Agreement**. This Agreement and any documents referenced herein constitute the entire agreement between ADC and City and there are no other agreements, understandings, warranties, or representations.

f. **Binding Effect**. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties.

g. **Governing Law**. This Agreement will be construed under South Dakota law.

h. **Severability**. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

i. **No Third Party Beneficiary**. This Agreement and the documents to be executed and delivered at Closing are for the benefit of ADC and City only and are not for the benefit of any third party.

j. **Further Assurances**. Each Party will without further consideration execute and deliver such other documents and take such other action, whether before or after Closing, as reasonably requested by the other Party to better fulfill the purposes or subject matter of this Agreement. The provisions of this paragraph will survive Closing.

k. **Construction**. ADC's and City's counsels have reviewed this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

l. **Counterparts**. This Agreement and any Agreement or document described herein may be executed in several counterparts, or by facsimile, each of which when delivered will be deemed to be an original for all purposes, and will constitute one and the same instrument, binding on the Parties, notwithstanding that all Parties are not signatories of the same counterpart or facsimile. Handwritten signatures to this Agreement transmitted by facsimile, email, or other similar electronic transmission (for example, through the use of a Portable Document Format "PDF" file), will be valid and effective to bind the Party so signing.

m. **Captions**. The headings appearing in this Agreement are for reference convenience only and are not intended to limit or define the text of any section or any subsection.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be approved and executed by persons properly authorized so to do on or as of the dates appended hereto, such original document to be retained by the City Finance Officer.

SELLER:
ABERDEEN DEVELOPMENT CORPORATION

Date: 4/8/25

Tim Hanigan, Chief Executive Officer

BUYER:
CITY OF ABERDEEN

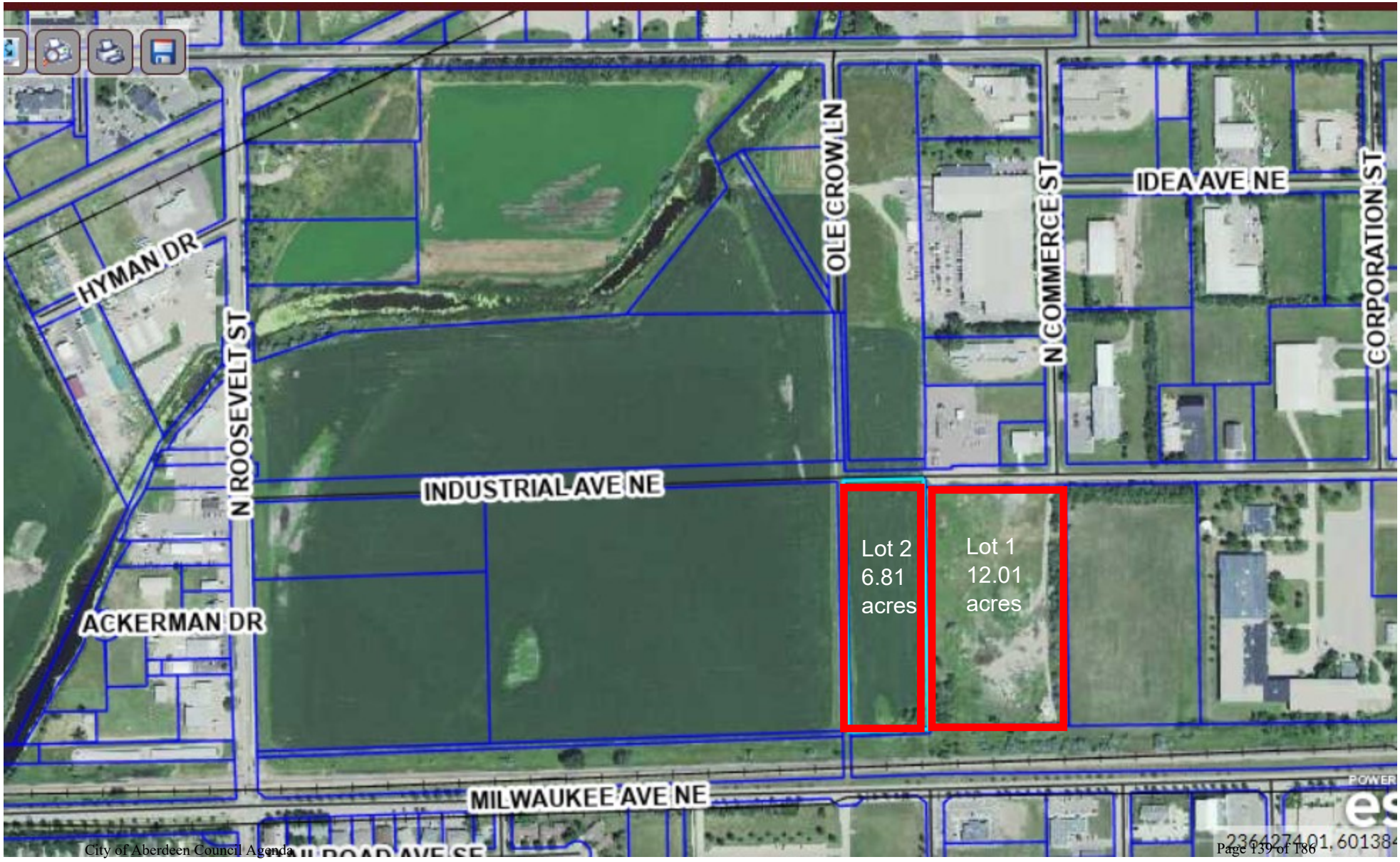
Date: 4/8/25

Robin Bobzien, City Manager

ATTEST:

Jordan McQuillen, Finance Officer

CITY OF ABERDEEN, SD
CORPORATE SEAL


HYMAN DR
N ROOSEVELT ST
OLE CROW LN
N COMMERCE ST
IDEA AVE NE
CORPORATION ST
INDUSTRIAL AVE NE
ACKERMAN DR
MILWAUKEE AVE NE
Lot 2
6.81
acres
Lot 1
12.01
acres

City of Aberdeen
Council Agenda Memo

Agenda Item **7G**

Meeting Date:	6/22/2026	**Department:**	City Attorney
Agenda Section:	New Business	**Presented by:**	City Attorney
Res./Ord. Number:	26-06-05R	**Attachments:**	3

Agenda Item Title:
Possible first reading and passage of resolution establishing rules regarding the issuance of special licenses to sell alcoholic beverages.

Proposed or Possible Action:
Motion by _____, second by _____ to approve first reading and passage of Resolution No. 26-06-05R establishing rules regarding the issuance of special licenses to sell alcoholic beverages.

Overview:
The City Council in 2012 adopted Resolution No. 12-10-01R establishing rules regarding the issuance of special licenses to sell alcoholic beverages. SDCL § 35-4-124, the statute requiring the Council to establish rules, has been amended several times since 2012 with the most recent amendment occurring in 2024. The proposed Resolution No. 26-06-05R complies with state law and keeps many of the same terms and conditions for issuing special licenses but with the following changes:

- Language has been added to the Recitals defining a "sale" of an alcoholic beverage.
- An applicant must hold either an alcohol license issued by the City of Aberdeen or be recognized by the Internal Revenue Code as tax exempt if it is a civic, charitable, educational, fraternal, or veterans organization. Applicants holding alcohol licenses issued by another jurisdiction or who do not have a 501(c) certificate cannot receive a special license.
- Fees will be established separately as part of the city fee schedule.
- Provision is made for stacking special licenses for multi-day events as long as the cumulative time does not exceed 15 days.
- A public hearing is no longer required for a special license for an event on public property if the applicant holds an on-sale alcoholic beverage license or a retail malt beverage license in the City.

City Administration recommends approval of the proposed resolution.

SDCL § 35-4-124. Special alcoholic beverage licenses--Special events--Duration--Hearing--Local government rules required.

Any municipality or county may issue:

(1) A special malt beverage retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to § 35-4-111 or subdivision 35-4-2(4), (6), or (16) in addition to any other licenses held by the special events license applicant;

(2) A special on-sale wine retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to § 35-4-111 or subdivision 35-4-2(4), (6), or (12) or any farm winery licensee in addition to any other licenses held by the special events license applicant;

(3) A special on-sale license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to § 35-4-111 or subdivision 35-4-2(4) or (6) in addition to any other licenses held by the special events license applicant;

(4) A special off-sale package wine dealers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(3), (5), or (12) or any farm winery licensee in addition to any other licenses held by the special events license applicant. A special off-sale package wine dealers licensee may only sell wine manufactured by a farm winery licensee;

(5) A special off-sale package wine dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization;

(6) A special off-sale package malt beverage dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization; or

(7) A special off-sale package dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization.

The municipality or county may issue a license under this section for a time not to exceed fifteen consecutive days. No public hearing is required for the issuance of a license pursuant to this section if the person applying for the license holds an on-sale alcoholic beverage license or a retail malt beverage license in the municipality or county, or holds an operating agreement for a municipal on-sale alcoholic beverage license. <u>The local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year.</u>

Financial Consideration:

None

Attachments:

1. Resolution No. 26-06-05R
2. Resolution No. 12-10-01R, adopted December 15, 2012
3. Tax Fact sheet dated January 2019 by the SD Dept. of Revenue

RESOLUTION NO. 26-06-05R

RESOLUTION ESTABLISHING RULES TO REGULATE AND RESTRICT THE OPERATION OF SPECIAL LICENSES TO SELL ALCOHOLIC BEVERAGES

WHEREAS, an alcoholic beverage is sold under law when there is a transfer, for a consideration, of title to the beverage, which transfer can be by exchange or barter, conditional or otherwise, alone or as part of a package or bundle with other goods, benefits, or services, in any manner and by any means whatsoever; and

WHEREAS, a sale of an alcoholic beverage occurs at an event where the provision of alcohol is not free but the attendee is required to purchase or pay for something, or trade or donate something of value, as a condition to receiving an alcoholic beverage, such as purchasing an admission ticket or meal, a required minimum donation, a trade or swap, or the payment of any other fee; and

WHEREAS, SDCL § 35-4-124 authorizes the City of Aberdeen to adopt rules regarding the issuance of special licenses to sell alcoholic beverages, including rules limiting the number of special licenses that may be issued to any person within any calendar year.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Aberdeen City Council that the following rules shall apply to the issuance of special alcoholic beverage licenses:

1. **Applicant Qualifications:** Applicant must hold a qualifying license issued by the City of Aberdeen or be a civic, charitable, educational, fraternal, or veterans organization classified as a tax-exempt organization under § 501(c) of the Internal Revenue Code.

2. **Fees:** The license fee per special license shall be the amount set forth in the city fee schedule.

3. **Limit on Licenses:** Twelve (12) special licenses may be issued per calendar year (Jan. 1 - Dec. 31) per licensee. Additional special license(s) may be granted to the licensee but only after a public hearing.

4. **Period of Time:**
   The time period for sales of alcoholic beverages may not exceed twelve (12) hours for a public property event or two (2) days for a private property event.

   Special licenses may be issued consecutively for events exceeding the time period above; provided, however, that no single licensee may stack special licenses with cumulative time in excess of fifteen (15) consecutive days.

5. **Public Hearing:**
   No public hearing is required if the applicant holds an on-sale alcoholic beverage

license or a retail malt beverage license in the municipality.

A public hearing is required if applicant is a civic, charitable, educational, fraternal, or veterans organization.

A public hearing is required after twelve special licenses have been issued to the licensee within the calendar year.

6. **Insurance:** Applicant must provide proof of general liability insurance coverage in an amount not less than $1,000,000 for a public property event.

7. **Container Restrictions:** Glass containers shall not be allowed for a public property event.

8. **Trash/Cleanup:** A trash/cleanup plan must be approved by a Community Development inspector for a public property event.

9. **Restrooms:** Restroom facilities must be approved by a Community Development inspector for a public property event.

10. **Event Security:** Applicant must have a minimum of two (2) law enforcement officers present at all times to provide security for a public property event, or such additional law enforcement officers as deemed necessary by the Chief of Police.

BE IT FURTHER RESOLVED that Resolution No. 12-10-01R entitled "A Resolution Setting Rules for Special Alcoholic Beverage Licenses" is hereby repealed in its entirety and replaced by this Resolution, effective upon adoption.

The foregoing Resolution was considered at a regular meeting of the City Council on the 22nd day of June, 2026, and upon Roll Call vote the Resolution was adopted.

Number of AYES: _____
Number of NAYS: _____
Members abstaining:_____

CITY OF ABERDEEN

_____
Travis Schaunaman, Mayor

ATTEST:

_____
Jordan McQuillen, Finance Officer

RESOLUTION NO. 12-10-01 R

A RESOLUTION SETTING RULES FOR SPECIAL ALCOHOLIC BEVERAGE LICENSES

WHEREAS, SDCL §35-4-124 authorizes the issuance of special alcoholic beverage licenses, and

WHEREAS, SDCL §35-4-124 provides that a governing body must adopt rules regarding the issuance of special alcoholic beverage licenses, and

WHEREAS, the City of Aberdeen has issued such licenses in the past and intends to continue doing so in the future;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Aberdeen City Council that the following rules shall apply to the issuance of special alcoholic beverage licenses.

	Special License Rules
Maximum Number	12 per year without Public Hearing; More than 12 per year with Public Hearing
Period of Time	12 hr. maximum for Public Property Event 2 Days for Private Event
Insurance	$1 Million required for Public Property Event Private Property Event-Sponsor's Responsibility
Security	Public Property Event – Private And City Police Department Private Property Event – Private Security

Container Restrictions	Public Property Event- No Glass Private Property Event- Sponsor's Choice
Restrooms	Public Property Event - Restrooms determined by health inspector Private Property Event - Sponsor's determination
Trash/ Cleanup	Public Property Event - City health inspector to determine Private Property Event- Sponsor's responsibility
Police Officers	Public Property Event - Minimum of two police officers

Dated this 15th day of October, 2012.

CITY OF ABERDEEN

Mayor

ATTEST:

Karl Alberts
Finance Officer

(SEAL)

Special Alcoholic Beverage Licenses

https://dor.sd.gov/ 1-800-829-9188

The purpose of this Tax Fact is to explain how South Dakota state law and rules apply to Special Alcoholic Beverage Licenses. It is not intended to answer all questions that may arise. The information contained in this fact sheet is current as of the date of publication.

January 2019

License Eligibility

State law (SDCL 35-4-124) allows specific organizations the ability to sell and serve alcoholic beverages during special events.

- Special alcoholic beverage licenses can be issued to the following organization types:
  - ⇒ Civic
  - ⇒ Charitable
  - ⇒ Educational
  - ⇒ Fraternal
  - ⇒ Veterans
  - ⇒ Certain businesses with a permanent alcoholic beverage license

General alcoholic beverage laws which apply to special events:

- **Hours of Serving and Selling*:** Allowed between 7 a.m. and 2 a.m.
- **Days of Sale*:** Licensees can sell and serve alcohol any day of the year.
- **Age to Purchase and Consume:** Legal age to purchase and consume alcohol in South Dakota is 21 years of age.

*Note: Some cities and counties may have more restrictive ordinances. Contact the city or county where the event is held to ensure compliance.

Examples:

1. *A local volunteer fire department wants to obtain a special alcoholic beverage license for its annual fireman's ball.*
   - As a civic organization the volunteer fire department is an eligible organization to apply for a special alcoholic beverage license.
2. *A car dealership wants to obtain a special alcoholic beverage license for its 100th anniversary sale.*
   - A car dealership is not an eligible organization to apply for a special alcoholic beverage license.

Application and Licensing

Special alcoholic beverage licenses are issued by the city or county where the event is held. An eligible organization interested in holding a special event and selling or serving alcohol should contact the local governing body where the event is to be held.

The local governing body:

- Establishes rules to follow, including rules limiting the number of licenses that can be issued to any person within any calendar year.
- Determines the fee for a special alcoholic beverage license. Each application should be accompanied by the fee at the time of submission. The city or county retains the fee.

License Types

The following table provides a list of special alcoholic beverage license types and the privileges for each:

License Type	Who is Eligible	Privileges

Special Malt Beverage Retailers
SDCL 35-4-124 (1)
	• Civic, charitable, educational, fraternal or veterans organizations
	• Any permanent:
	  • On-sale liquor licensee or
	  • On or off sale malt beverage licensee
		• This license allows the eligible organization to sell and serve malt beverages for consumption on the special event premises only.

Special On-sale Wine Retailers
SDCL 35-4-124 (2)
	• Civic, charitable, educational, fraternal or veterans organizations
	• Any permanent:
	  • On-sale liquor licensee or
	  • On or off sale wine licensee
		• This license allows the eligible organization to sell and serve wine for consumption on the special event premises only.

Special On-sale SDCL 35-4-124 (3)	• Civic, charitable, educational, fraternal or veterans organizations • Any permanent: • On-sale liquor licensee	• This license allows the eligible organization to sell and serve all types of alcoholic beverages for consumption on the special event premises only.

Special Off-sale Package Wine Dealers
SDCL 35-4-124 (4)
	• Civic, charitable, educational, fraternal or veterans organizations
	• Any permanent:
	  • Off-sale liquor licensee
	  • On or off sale wine licensee
	  • Farm winery licensee
		• This license allows the eligible organization to sell wine manufactured by a South Dakota farm winery licensee for off premises consumption only.

Special Off-sale Package Wine Dealers SDCL 35-4-124 (5)	• Civic, charitable, educational, fraternal or veterans organizations	• This license only allows the eligible organization to sell wine that has been donated by members of the public to be sold at the special event for off premises consumption only. • Donors must purchase any wine to be donated from a licensed South Dakota retailer.
Special Off-sale Package Malt Beverage Dealers SDCL 35-4-124 (6)	• Civic, charitable, educational, fraternal or veterans organizations	• This license only allows the eligible organization to sell malt beverages that have been donated by members of the public to be sold at the special event for off premises consumption only. • Donors must purchase any malt beverages to be donated from a licensed South Dakota retailer.
Special Off-sale Package Dealers SDCL 35-4-124 (7)	• Civic, charitable, educational, fraternal or veterans organizations	• This license only allows the eligible organization to sell all types of alcoholic beverages that have been donated by members of the public to be sold at the special event for off premises consumption only. • Donors must purchase the alcoholic beverages to be donated from a licensed South Dakota retailer.

Special Privileges

Additional privileges for special events are also granted to alcoholic beverage manufacturers, wholesalers and certain special alcoholic beverage licensees.

Donating Alcohol (SDCL 35-2-6.10)

- Alcoholic beverages may be donated by manufacturers and wholesalers to civic, charitable, educational, fraternal, or veterans organizations who hold a special alcoholic beverage license.

Example:

A local winery wants to donate a case of wine to be auctioned at a charitable fundraiser.

- This donation is allowable as long as the charitable organization holds a special alcoholic beverage license.

Sponsorship or Advertising Agreements (SDCL 35-2-6.9)

- Manufacturers and wholesalers are allowed to have a sponsorship or advertising agreement with certain retailers. This includes:
  - * Civic, charitable, educational, fraternal, or veterans organizations who hold a special alcoholic beverage license;
  - * Public entities defined by SDCL 3-21-1; or
  - * Operators of property owned by a public entity.

Pour and Serve (SDCL 35-2-6.8)

- A licensed manufacturer or wholesaler can pour or serve alcoholic beverages at a special event conducted by a civic, charitable, educational, fraternal, or veterans organization who holds a special alcoholic beverage license.

Purchasing Alcohol (SDCL 35-4-60.3)

- Civic, charitable, educational, fraternal, or veterans organizations who hold a special alcoholic beverage license can purchase alcoholic beverages from any licensed wholesaler or retailer with off-sale privileges.

Example:

A restaurant and bar runs out of whiskey and wants to purchase two bottles from the big box store to get them through the weekend.

- The restaurant and bar is not allowed to do this as they must purchase from a licensed wholesaler. Only civic, charitable, educational, fraternal, or veterans organizations who hold a special alcoholic beverage license can purchase alcoholic beverages from any licensed wholesaler or retailer with off-sale privileges.

Contact Us

If you have any questions, please contact the **South Dakota Department of Revenue.**

Call toll-free: 1-800-829-9188
Business Tax Division Email: specialt@state.sd.us
Website: https://dor.sd.gov/
Mailing address and office location: South Dakota Department of Revenue
445 East Capitol Ave
Pierre, SD 57501

City of Aberdeen

Council Agenda Memo

Agenda Item **7H**

Meeting Date:	6/22/2026	**Department:**	Community Development
Agenda Section:	New Business	**Presented by:**	Ken Hubbart Community Development Director
Res./Ord. Number:	26-06-01	**Attachments:**	4

Agenda Item Title:

Petition to rezone from I-2 & C-2 to C-2, Property at 402 Fifteenth Street S, legally described as Lot 1, Lust Third Addition to the City of Aberdeen, all in the SW¼ of Section 14-Township 123N-Range 64W of the 5th PM, Brown County, South Dakota.

Proposed or Possible Action:

Motion by _____, Second by _____ to approve first reading of proposed Ordinance 26-06-01.

Overview:

The owner is petitioning to rezone in order to eliminate the split-zoning that was caused by the recent replat of the property. The property was platted to allow for the expansion of the existing car wash at this location. On June 16, 2026, the Aberdeen City Planning Commission voted unanimously to recommend Approval of this request.

Financial Consideration:

N/A

Attachments:

1. Staff Report
2. Petition
3. Overview Map
4. Location Map

Aberdeen City Planning Commission

Staff Report
Rezone I-2 & C-2 to C-2
Meeting Date: **June 16, 2026**

GENERAL INFORMATION

PETITIONER	Steven Lust
REQUEST	**Rezone from (I-2) Unrestricted Industrial District and (C-2) Highway Commercial District to (C-2) Highway Commercial District**
LEGAL DESCRIPTION	Lot 1, Lust Third Addition to the City of Aberdeen, in the SW¼ of Section 14, Township 123 North, Range 64 West of the 5th P.M., Brown County, South Dakota
LOCATION	402 Fifteenth Street South – Car wash north of Lust Auto
EXISTING ZONING	Unrestricted Industrial District & Highway Commercial District
PROPOSED ZONING	Highway Commercial District
SURROUNDING ZONING	
North:	Unrestricted Industrial District
South:	Highway Commercial District
East:	High Density Residential District
West:	Highway Commercial District
PUBLIC UTILITIES	City Water and Sewer
REPORTED BY	Eric Miller

RECOMMENDATION: Staff recommends approval of this petition to rezone.

GENERAL COMMENTS: The petitioner is requesting this petition to rezone in order to eliminate split zoning cause by a replat of the property. The replat was necessary to allow for the expansion of their existing car wash at this location.

REVIEW: Staff have reviewed this petition to rezone and concur with its approval.

Petition to Rezone
Planning Commission

123 South Lincoln Street
Aberdeen, SD 57401
605-626-7017

PAID

MAY - 5 2026

CITY FINANCE OFFICE
ABERDEEN, SOUTH DAKOTA

The Planning Commission Board meets the 3rd Tuesday of each month at 6:00 P.M. or 7:00 P.M. in the Council Chambers on the first floor of City Hall. Fees: $250.00

Mayor and City Council:
I/We, the undersigned, do hereby petition the City Council of Aberdeen, South Dakota, to rezone property as follows:

Petitioner Information					
Petitioner/Title/(s):	Steven Lust				
[redacted]					
Phone:	[redacted]				
Mailing Address:					
City:	Aberdeen	State: SD		Zip: 57401	

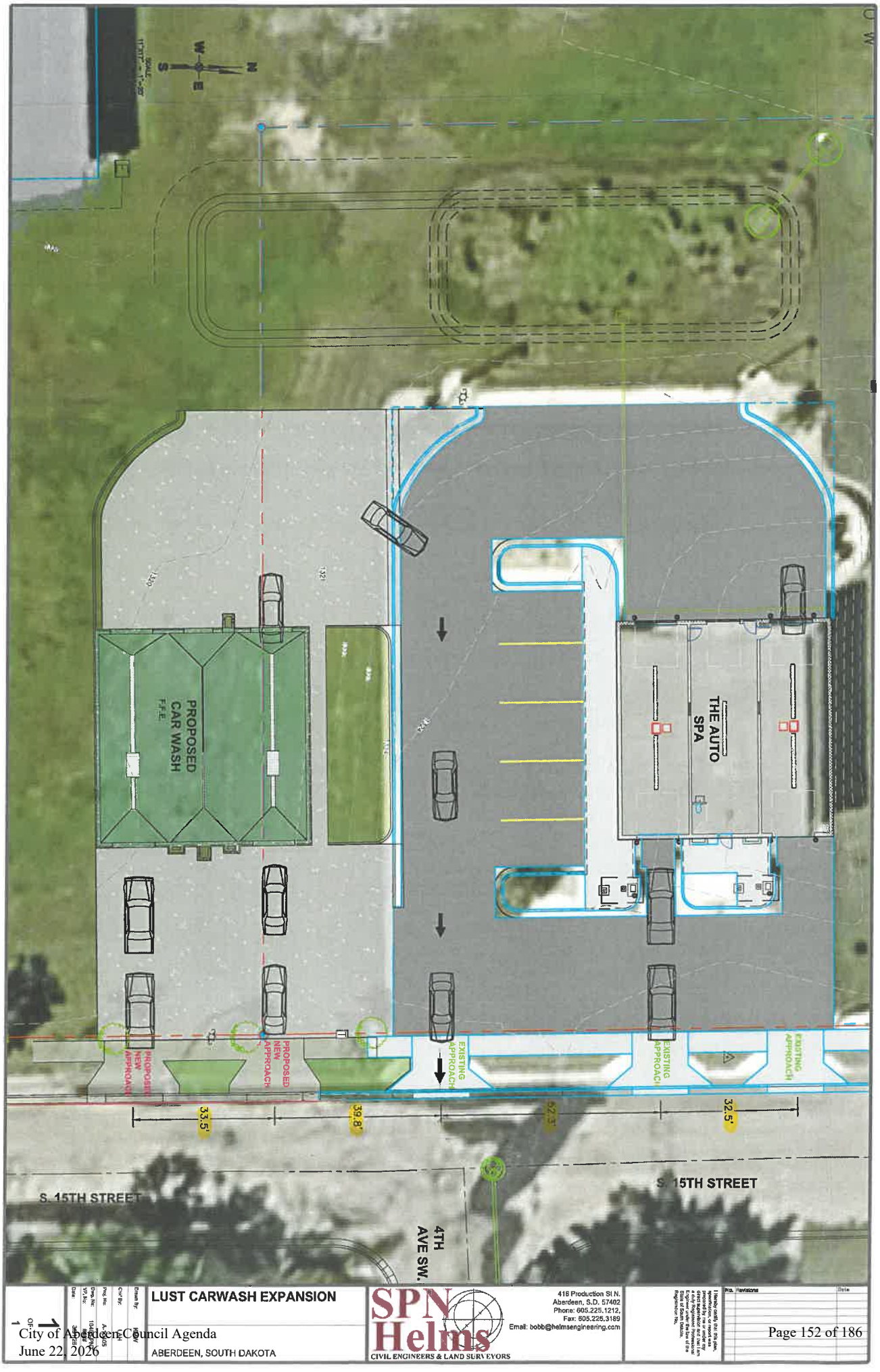
Property Information			
Address/Location:	Lot 1, 402 South 15th Street / 1 block N. of Lust Auto		
Legal Description:	Lust Third Addition to the City of Aberdeen, in the SW ¼ of Section 14-T123N-R64W of the 5th P.M., Brown County, South Dakota		
Current Zoning:	I-2 & C-2	Proposed Zoning:	C-2
Size of Parcel:	.98 ac		
Existing Land Use:	Car Wash		

Purpose of Petition

Eliminate Split Zoning caused by replat

Signature _____ Date 4/17/2026

Office Use Only							
Ordinance No:	26-06-01						
Date:	5-5-26	Receipt #	R0157653	Fee:	$250.00		
Sign Issued ☒ EM			Site Plan ☐				
PC Meeting:	6-16-26	1st Reading:	6-22-26	2nd Reading/Final Adoption:	7-6-26		
Received By:	EM						



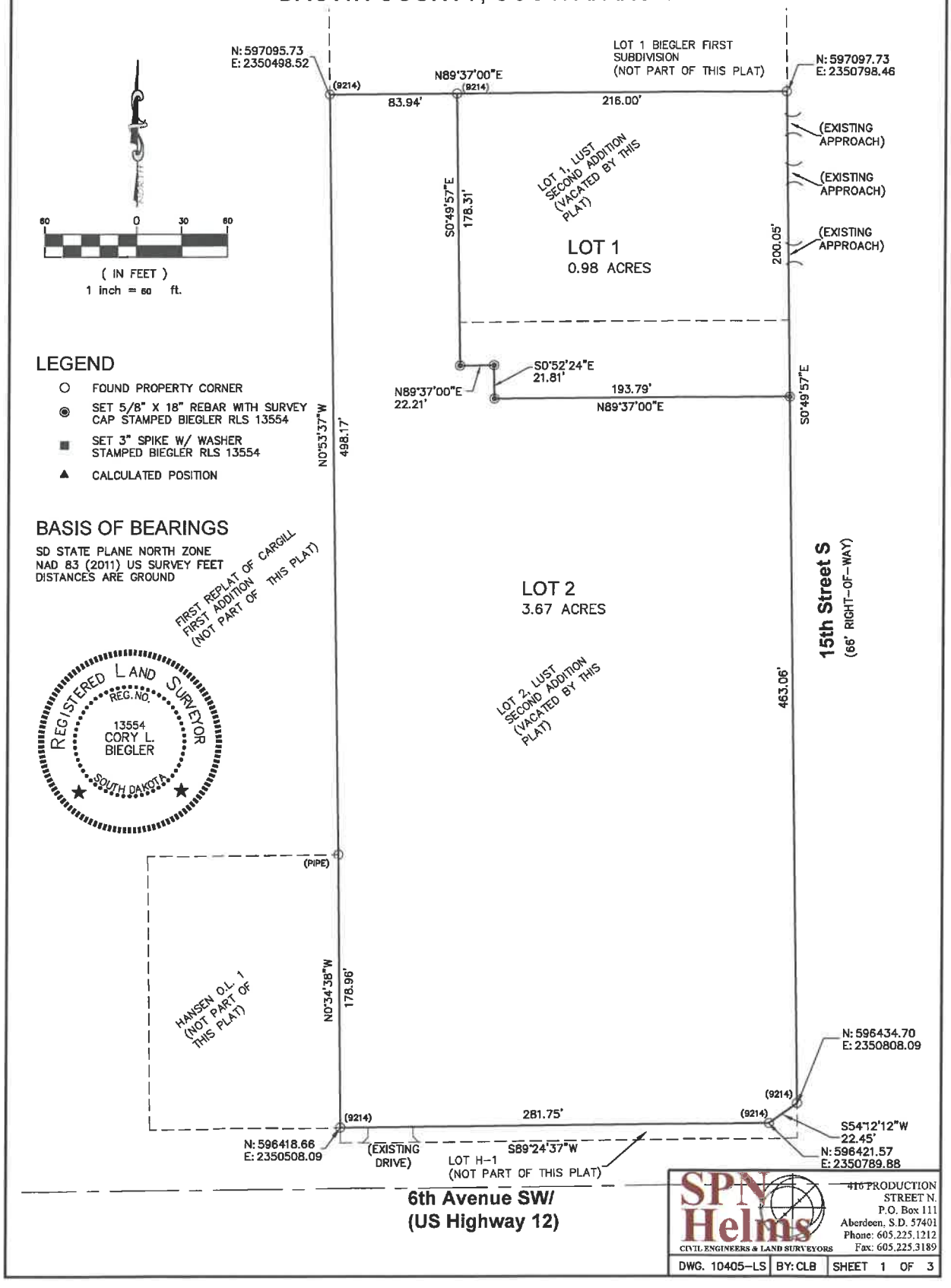
Zone to C-2 Replat

A-10405

PLAT OF

LUST THIRD ADDITION TO THE CITY ABERDEEN,

IN THE SW 1/4 OF SECTION 14-T123N-R64W OF THE 5th P.M., BROWN COUNTY, SOUTH DAKOTA



SPN Helms
CIVIL ENGINEERS & LAND SURVEYORS

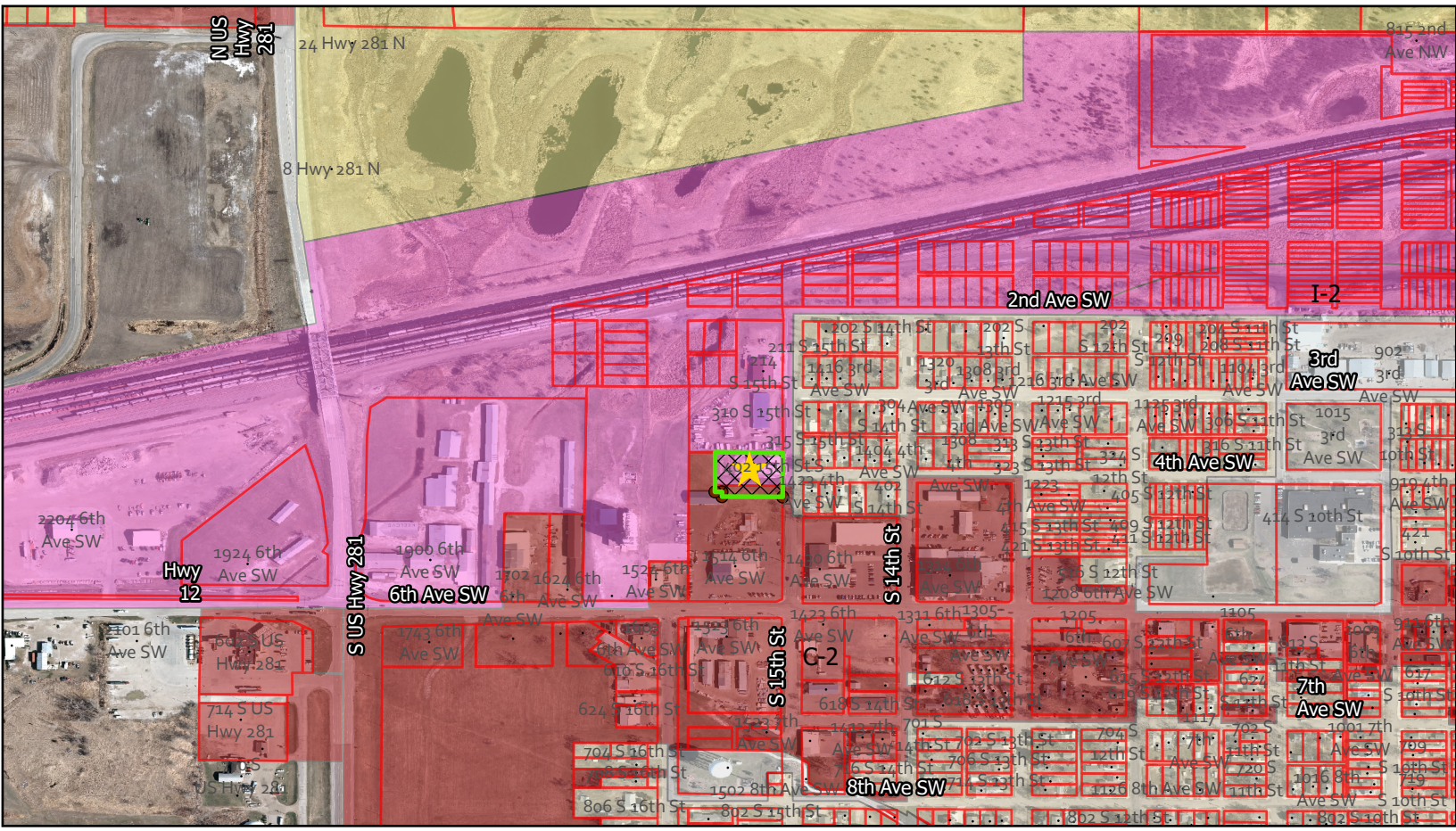
416 PRODUCTION STREET N.
P.O. Box 111
Aberdeen, S.D. 57401
Phone: 605.225.1212
Fax: 605.225.3189

DWG. 10405-LS	BY: CLB	SHEET 1 OF 3

Rezone
Overview

Address: 402 S 15th St

Legal Description: Lot 1, Lust Third Addition to the City of Aberdeen all in the SW 1/4 of Section 14-T123N-R64W of the 5th P.M., Brown County, South Dakota.



For Advisory purposes only; not a legal document.

N

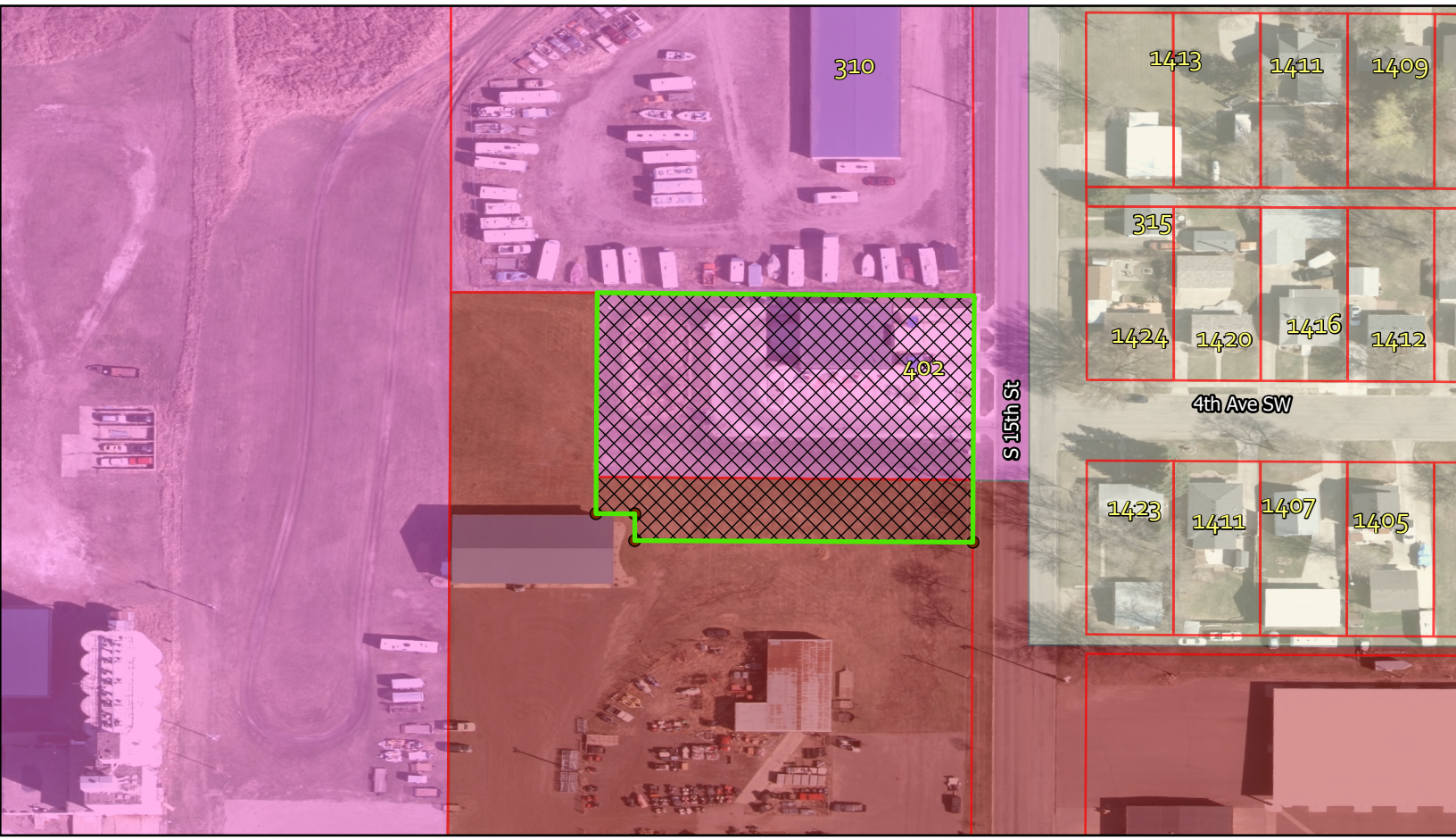
Rezone Proposal

Address: 402 S 15th St

Legal Description: Lot 1, Lust Third Addition to the City of Aberdeen all in the SW 1/4 of Section 14-T123N-R64W of the 5th P.M., Brown County, South Dakota.

Current Zoning: I-2 & C-2 (Unrestricted industrial district) & (Highway Commercial)

Proposed Zoning: C-2 (Highway Commercial)



Ordinance No: 26-06-01 Date: 5/29/2026

For Advisory purposes only; not a legal document.

City of Aberdeen
Council Agenda Memo

Agenda Item **7I**

Meeting Date:	6/22/2026	**Department:**	Ride Line
Agenda Section:	New Business	**Presented by:**	Rich Krokel
Res./Ord. Number:	NA	**Attachments:**	3

Agenda Item Title:
Possible approval of contract for AE services for a new bus barn for Aberdeen Ride Line.

Proposed or Possible Action:
Motion and second to authorize the City Manager to sign contract for AE services for a new bus barn for Aberdeen Ride Line.

Overview:
This contract has been approved by the state under SD DOT section 5304 grant 812238 for up to $100,000. This grant was approved by City Council on 8/4/25. The total amount of the contract is $84,045. The federal grant administered by the SD DOT will cover $67,236 with the remainder to be paid by the City of Aberdeen on the approved budget.

Financial Consideration:
NA

Attachments:
1. Design Arc Contract
2. Design Arc Proposal
3. Standard Terms

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Aberdeen Ride Line
205 N 4th Street
Aberdeen, SD 57401
Ph: (605) 626-3333
Fax: N/A.

and the Architect:
(Name, legal status, address and other information)

designArc Group LLC
2301 W Russell St, Suite 5
Sioux Falls, SD 57104
Ph: (605) 692-4008
Fax: N/A.

for the following Project:
(Name, location and detailed description)

Aberdeen Ride Line Planning
Aberdeen, South Dakota
Pre-design and Schematic Design services for a new transit building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (6a2719485a1a785856c60723)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

The Architect's responsibilities under this Agreement shall be provided as elaborated under Exhibit A "PROPOSAL FOR SERVICES".

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

Refer to Exhibit B "STANDARD CONTRACT TERMS AND CONDITIONS" for all requirements regarding this item.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Stipulated Sum value of $84,045.00

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of Five percent (5.00 %) per annum , or in the

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User Notes: (6a2719485a1a785856c60723)

absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Additional Contract Documents to this Agreement shall be as follows:

- Exhibit A "PROPOSAL FOR SERVICES"
- Exhibit B "STANDARD CONTRACT TERMS AND CONDITIONS"

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Rich Krokel - Administrator	BY: Thomas Squires, Associate Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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User Notes: (6a2719485a1a785856c60723)

May 13, 2026

Aberdeen Ride Line
205 N 4th St.
Aberdeen, SD 57401
Jennette Kriz
Jennette.kriz@aberdeen.sd.us
605-626-3333
Rich Krokel
Rich.krokel@aberdeen.sd.us

Invoicing Agreement:
Client account manager for invoice submission:
Name: _____
Email: _____
Phone #: _____
Address: _____

RE: Aberdeen Ride Line Transit Planning
205 N 4ths, Aberdeen SD

Rich Krokel & Jennette Kriz,

We appreciate the opportunity to provide this proposal agreement for professional services. Below is our understanding of the project, our proposed scope of services, and our proposed fee for the work requested:

PROJECT DESCRIPTION:

Task 1: Project Initiation

- Conduct meeting with client.
- Review project goals, schedule and roles/responsibilities.
- Develop detailed work and communications plans.

Task 2: Needs Assessment

- Analyze current and future needs for facility.
- Review existing documentation.
- Conduct interviews with stakeholders.

Task 3: Site Analysis

- FTA Categorical exclusion
- NEPA documentation.
- Others as required by FTA
- Existing property appraisal from a 3rd party.

Task 4: Facility Requirements

- Develop facility requirements based on user needs.
- Ensure compliance with local and federal transit facility standards (e.g., FTA).

Task 5: Conceptual Planning & Massing Studies

- Create high-level layout concepts and massing diagrams.
- Coordinate with architectural and engineering consultants as needed.

Task 6: Regulatory Review & Permitting Strategy

- Identify applicable local, state, and federal regulations.
- Engage with permitting authorities for preliminary feedback.
- Outline environmental clearance requirements (e.g., NEPA, CEQA).

Task 7: Stakeholder and Public Engagement

- Facilitate stakeholder meetings, workshops, and public input sessions.

- Provide meeting facilitation, materials, and summary documentation.

Task 8: Final Planning Report & Recommendations

- Summarize all findings and recommendations into a comprehensive report.
- Include executive summary, site selection rationale, facility program, and next steps for design phase.

SCOPE OF SERVICES:

This proposal is for **Architectural and Engineering services to include:**

Design Phase Services:

- Programming & Schematic Design meetings with the Client to indicate believable major design options, providing the size and placement of all building features so that the Client can make an informed decision to move forward with a particular design.
    - Scope includes task listed above through the preliminary phases.
- ~~Design Development meetings with the Client to refine a single design option and begin to identify the exact types and spaces needed for all systems. This will also be the time to review detailed questions with the Client (i.e. acoustic control measures, door hardware intent, interior finish selections, trash collection).~~
- ~~Construction drawings to meet the Client's needs for permitting, bidding, and/or construction detailing. Drawings shall be formatted to meet all necessary jurisdictional code requirements, and shall be included within a multi-discipline set of construction documents when necessary.~~
- ~~Construction specifications tailored to the Client's needs to allow for competitive bidding and quality control. Specifications shall be on sheet and shall include technical product specifications only.~~

~~Bidding and Permitting services to include:~~

- ~~Permitting assistance to include submittals to the jurisdiction of all necessary permit documents and permitting question review and responses. The Client shall directly pay any fees to the jurisdiction.~~
- ~~Bidding assistance to include answers to all bidder questions only.~~

~~Construction administration services to include:~~

- ~~Review of all life-safety product submittals / shop drawings only.~~
- ~~Response to all builder requests for additional information.~~
- ~~Minimum construction observation of two (2) site visits and subsequent observation reports to the builder and Client.~~

OVERALL FEE:

Includes DAG & IMEG:	
Programming & SD:	$35,000
Civil & Environmental:	$29,850
Topo Survey:	$6,000
Geotechnical Exploration	$6,795
Level III Cultural Resources Survey	$4,400
Appraisal:	$2.000
Total:	**$84,045** ***(plus sales tax, if applicable)***

- ***If your organization is tax exempt, a tax-exempt certificate is to be provided. Upon receipt of the tax-exempt certificate, no tax will be invoiced to the client.***
- ***Phase II: DD-CA is not included in this proposal and is understood to be negotiated when the project moves to the next phase.***

The Scope of Services items listed above comprise the full list of tasks and deliverables to be provided under this project. Any additional work requirements beyond those listed above will be considered additional services and/or reimbursable expenses. A detailed list of common additional services items can be found in *Exhibit A – Service Agreement Details.* However, we wish to note that we do not expect any of these items to be necessary for the project at this time; otherwise, we would have listed them as a base service to you.

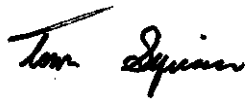
EXHIBITS:

This Agreement and the attached Exhibits constitute the full agreement for the Client and designArc Group.

- Exhibit A - Service Agreement Details

Rich & Jennette, should the above proposal look acceptable, please sign below, and return a copy to our office. We will not proceed with the work until requested by you or an approved agent on your behalf. This proposal is valid for ninety (90) days. Upon confirmation to proceed, we can begin our process with you immediately.

Respectfully Submitted,



Thomas Squires, Associate Principal
designArc Group, LLC

Client Proposal Acceptance:

_____.

EXHIBIT A - SERVICE AGREEMENT DETAILS

designArc Group shall perform the services outlined in this agreement for the stated fee arrangement.

IF AN HOURLY FEE

Where the fee arrangement is to be on an hourly basis the rates shall be those that prevail at the time services are rendered.

BILLINGS/PAYMENTS

- Invoices will be sent monthly on the 1st of each month.
- Monthly invoice amount will be for work completed to date.
- Invoice payment is to be received within 30 days from date on invoice.
    - Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date, and the designArc Group may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers, if any, shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance beginning with the date of the invoice.
        - A monthly statement of past dues will be issued monthly.
        - If payment remains delinquent 30 days past due; all design work will stop.
        - In the event any portion of an account remains unpaid 60 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

LIMITS TO FEE PROPOSAL DURATION

If Basic Services covered by this Agreement have not been started within 12 months of the date hereof, through no fault of designArc Group, the amount of compensation set forth in this Agreement may be equitably adjusted by designArc Group and set forth with a new fee proposal agreement document for the Client's acceptance.

CLIENT ACKNOWLEDGEMENT OF SERVICES WITHOUT SIGNATURE

This agreement will expire if not signed within ninety (90) days of the agreement date. However, although designArc Group requests written acceptance of the Agreement, the following actions shall also constitute Client's acceptance of the Agreement:

1) Client issuing an authorizing purchase order for any of the services;
2) Client requesting designArc Group's presence at meetings (in person or virtual);
3) Client requesting information from designArc Group that would require any level of design effort to complete;
4) Client requesting designArc Group to review and/or investigate existing conditions or documents, or;
5) Client providing written, or electronic notification for designArc Group to proceed with any of the services.

Issuance of a purchase order or alternate contract by the Client that contains separate terms and conditions will not take precedence or modify the terms and conditions contained within this Agreement unless specifically agreed to in writing by designArc Group.

ACCESS TO SITE

Unless otherwise stated, designArc Group will have access to the site for activities necessary for the performance of the services. designArc Group will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

HIDDEN CONDITIONS AND HAZARDOUS MATERIALS

If designArc Group or a consulting Engineer determines a condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation; or if designArc Group or a consulting Engineer has reason to believe that such a condition may exist, the Architect or Engineers shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Architect or Engineer has no reason

to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and designArc Group shall not be responsible for the existing condition nor any resulting damage to persons or property. designArc Group shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

INDEMNIFICATIONS

The Client shall indemnify and hold harmless designArc Group and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials.

LIMITATION OF LIABILITY

The Client understands and acknowledges that the Work poses certain risks to designArc Group and the Client. Client further acknowledges and agrees that the amount of risk that designArc Group accepts by this Agreement is commensurate with the amount of compensation received under this Agreement for the Work. designArc Group's fee for the Work is based on and reflects the client's agreement to limit designArc Group's liability as described below. Client specifically acknowledges and agrees that, but for this promise to limit designArc Groups liability, designArc Group's fee would be significantly higher to accommodate designArc Group for the risks posed by the Work and entering this Agreement. Client acknowledges its right to discuss this provision with legal counsel and negotiate with designArc Group regarding this provision and the proposed fee in reliance on the foregoing and in consideration for the fee proposed.

To the fullest extent permitted by law, the total liability, in the aggregate, of designArc Group, Principal, Associate Principal, employees, agents and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by designArc Group as stated below. The Client may negotiate a higher limitation for liability for a reasonable additional fee, which is necessary to compensate for the greater risk assumed by designArc Group.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay designArc Group for all services rendered up to the date of termination, all reimbursable expenses incurred, and reasonable termination expenses (these being made clear in a final invoice).

OWNERSHIP OF DOCUMENTS

All documents produced by designArc Group under this agreement shall remain the property of designArc Group and may not be used by the Client for any other endeavor without the written consent of designArc Group.

DISPUTE RESOLUTION

Any claim or dispute between the Client and designArc Group shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If mediation should fail, binding arbitration shall be used. This agreement shall be governed by the laws of the principal place of business of designArc Group.

NO WARRANTY

designArc Group makes no warranty, either expressed or implied, as to the Architect's or Engineer's findings, recommendations, plans, specifications or professional advice. The Architect or Engineer(s) have endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. The Client recognizes that neither designArc nor any of designArc Group's Subconsultants or Subcontractors owes any fiduciary responsibility to the Client.

COMMON ADDITIONAL SERVICES TASKS, HOURLY BILLABLE RATES, AND REIMBURSABLE EXPENSES

The items listed below are tasks that designArc Group can provide to the Client on an as-needed basis as Additional Services but are understood by the architect/engineer as not to be needed on this project. Additional services shall be negotiated as a lump sum fee proposal adjustment directly after the time of request, or charged at designArc Group's (or consulting Engineer's) current standard hourly rates or Reimbursable Expenses as indicated with the rates and costs in this section.

Items **NOT** included in the base services under this fee proposal:

1. ~~Geotechnical services for soil testing and other site conditions. designArc Group can assist the Client in selecting a reputable firm to provide pre-construction exploratory testing services if needed.~~
2. Building permitting fees. Any permitting fees will be forwarded directly to you for direct payment to the jurisdiction.
3. Costs toward professional printing of project renderings and display boards. Any costs incurred by designArc Group will be forwarded for reimbursement to you at cost.
4. Landscaping design is beyond zoning minimum requirements.
5. Traffic studies.
6. ~~Environmental impact assessments.~~
7. Feasibility prospectus development studies.
8. Full existing facilities assessment to include the condition of all systems and phased recommendations.
9. Flow gauging and model testing of local water supply.
10. Lease/exhibit drawings of tenant spaces.
11. Special energy analysis modeling beyond local code requirements.
12. LEED / sustainability certification procedures.
13. Lot master planning drawings(s) for PDD / PUD.
14. Attend public hearings for PDD / PUD / Rezone / etc.
15. Fixtures, furnishings & equipment (FF&E) design, specification, or procurement (i.e. furniture and movable items).
16. Responsibility matrix between Client and Builder for common supply and install items coordination.
17. Value Engineering(VE) analysis and recommendations.
18. Conduct a one-year post-occupancy walkthrough after substantial completion, follow through with actions.
19. Leave-behind physical interior finish boards

HOURLY BILLABLE RATES:

The hourly billing rates for services of designArc Group are set forth below.

Architectural:	
Principal	$210/hour
Associate Principal:	$185/hour
Project Architect:	$165/hour
Sr. Interior Designer:	$165/hour
Architectural Associate:	$145/hour
Interior Designer:	$145/hour
Student Intern:	$100/hour

~~MEP Engineering~~:	
~~Engineer 3:~~	~~$185/hour~~
~~Engineer 2:~~	~~$165/hour~~
~~Engineer 1:~~	~~$150/hour~~
~~Graduate Engineer 2:~~	~~$140/hour~~
~~Graduate Engineer 1:~~	~~$120/hour~~
~~Student Intern:~~	~~$100/hour~~
Administrative Support:	
Administrative	$120/hour

REIMBURSABLE EXPENSES:

Reimbursable expenses are those expenditures made by designArc Group. Such expenditures are included but are not limited to transportation or printing costs. The rates for these reimbursable expenses are listed below. Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes.

Mileage: $0.70/mile

In-house Printing:

11" x 17"	$1.00/ea.
12" x 18"	$2.00/ea.
15" x 21"	$2.25/ea.
24" x 36"	$3.25/ea.
30" x 42"	$3.50/ea.

PHASE SIGNOFFS AND MODEL LOCKING

Architectural and Engineering designs progress under a series of phases, in which the design vision starts very broad to ask for and record the Client's needs, and schematic options are then presented to the Client. The Client is given adequate information, with realistic scale and features of the design, to make an informed decision that he/she is comfortable with the direction of the project's design. After this point, the full Engineering team proceeds with design development of all systems requirements and asks pointed questions and fits these systems into the agreed-upon schematic design chosen. Because engineering is more detail-oriented, engineers are seldomly involved in early planning stages which define the vision, and as such have lower fees to account for the lower time involvement in the project than the architect.

Significant rework after the Client's schematic design approval is problematic for engineers, in that they are given a smaller window of time to account for the entirety of their work and often cannot afford time toward revisions. It is easier for the full team and the Client to **"Plan Slow and Execute Fast"** to spend enough time in the schematic phase to confirm the Client understands their schematic design *prior to* full engineering drawing development. This is the reason we will insist on <u>two signature forms</u> to formalize the decision-making at the right times. Significant redesign requests (above the language below) can result in additional services charges and/or time extensions. Signatures will be required and a copy shared to the client. Rework resulting from errors or omissions on the architect/engineer's part shall of course <u>not</u> require additional services or time extensions.

<u>SCHEMATIC DESIGN SIGNOFF:</u>

1. Signoff on general building layout, program spaces and general configuration. Major design changes beyond this point will require additional fees and/or time extensions.
2. Major design change examples:
    a. Shifting entire building components or site components.
    b. Changing the intent of the building structure.
    c. Shifting, eliminating, or adding entire rooms.

<u>50% DESIGN DEVELOPMENT SIGNOFF:</u>

3. General design development Model Lock in which any floor plan changes beyond this point require additional fees and/or time extensions.
4. Floor plan change examples:
    a. Items listed above.
    b. Shifting, eliminating, or adding of any walls, doors, windows, columns, casework, ceilings, and equipment.

ERRORS AND OMISSIONS BY THE DESIGN TEAM, AND THE "STANDARD OF CARE"

designArc Group and consulting engineers shall abide by the American Institute of Architects' statement regarding the Standard of Care: "The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project."

Architectural and/or engineering professional errors and omissions, as usually discovered either during permitting/bidding review procedures or during construction, happen on occasion on any project. If an error or omission is discovered during either permitting or bidding, this typically <u>will not</u> present a financial burden on the Client. designArc Group and consulting engineers will work to make any corrections needed to the documents without any additional financial compensation.

If an error or omission is discovered during construction, this <u>may</u> present a financial burden on the Client. designArc Group and consulting engineers will work to make corrections needed to the documents without any additional financial compensation, and can be made available to discuss if reimbursement to the Owner for partial or full cost of the corrections is warranted for the situation.

STANDARD CONTRACT TERMS AND CONDITIONS

The contract with Aberdeen Ride Line will include the standard terms and conditions listed below, along with any additional terms and conditions negotiated by the parties.

The Contractor will perform those services described in the Scope of Work.

The Contractor's services under this Agreement will start on a date determined by both parties and will be automatically renewed annually unless terminated sooner according to the terms hereof.

The Contractor will not use the Agency's equipment, supplies, or facilities. The Contractor will provide the Agency with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

The Agency will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT will be determined after contract negotiation. The Agency will not pay the Contractor's expenses as a separate item. Payment will be made according to itemized invoices submitted with a signed authorization. Payment will be made consistent with the agreement.

The Contractor agrees to indemnify and hold the Agency, its officers, agents, and employees, harmless from and against any actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the Agency, its officers, agents, or employees.

The Contractor, at all times during the term of this Agreement, will obtain and maintain in force insurance coverage of the types and with the limits as follows:

The Contractor will maintain occurrence-based commercial general liability insurance or equivalent form with a limit of not less than $1 million for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than two times the occurrence limit. 10

C. Business Automobile Liability Insurance:

D. Workers' Compensation Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than $1 million.

The Contractor will maintain business automobile liability insurance or equivalent form with a limit of not less than $1 million for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

The Consultant will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Contractor will furnish the Agency with properly executed Certificates of Insurance which will evidence all insurance required in this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation, or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the Agency and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor will furnish copies of insurance policies if requested by the Agency.

While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the Agency.

Contractor agrees to report to the Agency any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the Agency to liability. Contractor will report any such event to the Agency immediately upon discovery.

Contractor's obligation under this section will only be to report the occurrence of any event to the Agency and to make any other report provided for by their duties or applicable law. Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the Agency under this section will not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the Agency at any time with or without notice. If termination for such a default is affected by the Agency, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the Agency

because of Contractor's default. Upon termination the Agency may take over the work and may award another party an agreement to complete the work under this Agreement. If after the Agency terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

This Agreement may not be assigned without the express prior written consent of the Agency. This Agreement may not be amended except in writing, which writing will be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto. 11

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be vented in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the Agency. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the Agency, and to provide insurance coverage for the benefit of the Agency in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and

documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the Agency by the Contractor in connection with its performance of services under this Agreement will belong to and is the property of the Agency and will not be used in any way by the Contractor without the written consent of the Agency. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the Agency.

The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the Agency if during the term of this Agreement Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

Any notice or other communication required under this Agreement will be in writing and sent to the address set forth above. Notices will be given by and to South Dakota Department of Transportation Office of Air, Rail, and Transit on behalf of the State, and by Authorized Designee, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

In the event that any court of competent jurisdiction will hold any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision hereof.

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

City of Aberdeen
Council Agenda Memo

Agenda Item **7J**

Meeting Date:	6/22/2026	**Department:**	Water Treatment
Agenda Section:	New Business	**Presented by:**	Destin Spellman Assistant Engineer
Res./Ord. Number:	NA	**Attachments:**	1

Agenda Item Title:
Possible approval of Pay Request #1 for 2026 Water Treatment Plant Roof Improvements in the amount of $486,671.42 to Skinner Roofing of Grand Forks, ND.

Proposed or Possible Action:
Motion and second to approve and authorize the City Manager to sign Pay Request #1.

Overview:
Pay Request is for roof repairs to the water treatment plant. Before the project, storm water would leak and cause significant damages. Previous value engineering efforts with the contractor in the last change order have reduced the cost of the project by $220,750.00.

Financial Consideration:
NA

Attachments:
1. Pay Request

SUBCONTRACTOR / SUPPLIER APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Aberdeen Water Treatment Plant

PROJECT: Water Treatment Plant APPLICATION NO: 1

PERIOD TO:

Distribution to:
X PRIME CONTRACTOR

FROM SUBCONTRACTOR/SUPPLIER:
Skinner Roofing
PO Box 13091
Grand Forks ND 58208

PRIME CONTRACTORS PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 1/26/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM			$ 1,357,650.00
2. Net change by Change Orders			$
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 1,357,650.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Schedule of Values)			$ 512,285.71
5. RETAINAGE:			
a. 5% of Completed Work (Column D + E on Schedule of Values)	$	$25,614.29	
b. 5% % of Stored Material (Column F on Schedule of Values)	$	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of Schedule of Values)			$ 25,614.29
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 486,671.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$
8. CURRENT PAYMENT DUE			$ 486,671.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 870,978.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Prime Contractor		$0.00
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [signature] Date: 5/20/26

State of: North Dakota County of: Grand Forks
Subscribed and sworn to before me this 20th day of May 2026
Notary Public: [signature]
My Commission expires: Mary T. Nefs Skinner

MARY T NEFS SKINNER
Notary Public
State of North Dakota
My Commission Expires January 20, 2030

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Prime Contractor certifies to the Owner that to the best of the Prime Contractor knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

PRIME CONTRACTOR:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Prime Contractor under this Contract.

CONTINUATION SHEET

Schedule of Values

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Subcontractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE:
PERIOD TO:
SUBCONTRACT/ PURCHASE ORDER NOS:

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE 1357650	WORK COMPLETED FROM PREVIOUS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY D OR E)	TOTAL COMPLETED (D+E+F)	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE 5%	CHECK BOX TO RELEASE RETAINAGE
	Materials	$1,357,650.00		$512,285.71		$512,285.71	37.73%	$845,364.29	$25,614.29	
	Materials and Labor								$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
	Add Change Orders Below								$0.00	
	Change Order								$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
									$0.00	
	GRAND TOTALS	**$1,357,650.00**	**$0.00**	**$512,285.71**	**$0.00**	**$512,285.71**	**38%**	**$845,364.29**	**$25,614.29**	

City of Aberdeen
Council Agenda Memo

Agenda Item **8A**

Meeting Date:	6/22/2026	**Department:**	Finance
Agenda Section:	New Business	**Presented by:**	Jordan McQuillen Finance Officer
Res./Ord. Number:	NA	**Attachments:**	2

Agenda Item Title:
Bills list for June 22, 2026

Proposed or Possible Action:
Motion and second to approve payment of the Bills list for June 22, 2026, and any additions thereto, such bills having been audited by the Finance Officer and fully itemized and a memorandum of the same to be entered upon the minutes of the meeting, and to authorize the City Manager or acting City Manger to sign, and the Finance Officer to countersign, all warrants for payment of such approved bills. Council members may abstain regarding an identified claim and vote to approve the remainder of the Bills List.

Overview:
The Finance Officer submits the following Bills List for June 22, 2026, of vendors, items, or services purchased, or of claims made, and the amounts due thereon:

Bills Total: $1,552,499.86

Financial Consideration:
NA

Attachments:
1. Itemized billing with totals
2. A/P Payment Register

CITY OF ABERDEEN

BILLS PRESENTED - JUNE 18, 2026 $ 1,042,938.00

ADDITIONAL BILLS - JUNE 22, 2026

PAYEE	DESCRIPTION	AMOUNT
UNITED PARCEL SERVICE	PARCEL PICK UP CHARGES JULY 2026	$ 1,000.00
ELAVON MERCHANT SERVICES	MERCH PROC FEES ONLINE PARKING JULY	$ 500.00
PAYMENTECH LLC	MERCHANT FEES JULY 2026	$ 6,000.00
DACOTAH BANK	SERVICE CHG SYS-GEN JULY 2026	$ 150.00
GUARDIAN LIFE INS CO	JULY 2026 LIFE INS PREMIUMS	$ 1,500.00
DELTA DENTAL OF SD	JUNE 2026 COBRA	$ 365.02
OPTILEGRA INC	JULY 2026 COBRA	$ 46.84
WELLMARK BCBS OF SD	WELLMARK ACH	$ 310,000.00
NORTHERN ELECTRIC	UTILITIES	$ 10,000.00
NORTHWESTERN ENERGY	UTILITIES	$ 180,000.00

TOTAL $ 1,552,499.86

City of Aberdeen, SD

Payment Register

APPKT00659 - AGENDA 6.22.26

01 - City of Aberdeen

Bank: AP - ACCOUNTS PAYABLE

Vendor Number	Vendor Name					Total Vendor Amount
14458	ABDN AREA HUMANE SOCIETY					6,400.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					06/18/2026	6,400.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
JULY-2026	ANIMAL IMPOUND FEES - JULY 2026	06/17/2026	06/19/2026	0.00	6,400.00	

Vendor Number	Vendor Name					Total Vendor Amount
12569	ABDN COMMUNITY CONCERT					2,500.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					06/18/2026	2,500.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
20260611GM	2026 PROMO FUNDS	06/17/2026	06/19/2026	0.00	2,500.00	

Vendor Number	Vendor Name					Total Vendor Amount
10013	ABERDEEN CHAMBER OF COMMERCE					250.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					06/18/2026	250.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
204199	CAREER CONNECTIONS (270)	06/17/2026	06/19/2026	0.00	250.00	

Vendor Number	Vendor Name					Total Vendor Amount
10015	ABERDEEN DEVELOPMENT CORP					301,192.68
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					06/18/2026	301,192.68
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
06182026	LAND - CLOSING ON LOT 2, WAGNER HOLDINGS	06/18/2026	06/19/2026	0.00	301,192.68	

Vendor Number	Vendor Name					Total Vendor Amount
12196	AE2S					4,321.74
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					06/18/2026	4,321.74
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
111004	WTP TECHNICAL ASSIST - 3/28-5/1/26	06/17/2026	06/19/2026	0.00	4,321.74	

Vendor Number	Vendor Name					Total Vendor Amount
15950	ALL OVER ROOFING LLC					48,676.95
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					06/18/2026	48,676.95
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
6929-651	INSTALL METAL SHINGLES - PAVILION ROOF	06/17/2026	06/19/2026	0.00	48,676.95	

Vendor Number	Vendor Name					Total Vendor Amount
15886	ANN STEELE					140.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check					06/18/2026	140.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
6/7-6/10/2026	MEAL REIMB FOR PRIMA CONF IN FLORIDA	06/17/2026	06/19/2026	0.00	140.00	

Vendor Number	Vendor Name	Total Vendor Amount
12694	AQUA PURE INC	50,203.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	50,203.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ABED060426	CHEMICALS	06/17/2026	06/19/2026	0.00	4,134.00
ABESD052226	CHEMICALS	06/17/2026	06/19/2026	0.00	46,069.00

Vendor Number	Vendor Name	Total Vendor Amount
16249	AUBREY ELLINGSON	167.26

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	167.26

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
05/27/2026	F) PER DIEM - SD STATE FIRE SCHOOL	06/18/2026	06/19/2026	0.00	40.00
5/27/2026	F) MILEAGE - SD STATE FIRE SCHOOL	06/18/2026	06/19/2026	0.00	127.26

Vendor Number	Vendor Name	Total Vendor Amount
10360	AUTO VALUE - ABERDEEN	6,467.94

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	6,467.94

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
445408248	AIR FILTERS - SWEEPERS	06/17/2026	06/19/2026	0.00	262.77
445408351	PRIMER - T7	06/17/2026	06/19/2026	0.00	122.97
445408400	RUETS	06/17/2026	06/19/2026	0.00	12.17
445408422	WHEEL SPEED SENSOR - #573A	06/17/2026	06/19/2026	0.00	51.99
445408467	WRENCHES	06/17/2026	06/19/2026	0.00	57.98
445408596	BRAKE PAD SET - #201	06/17/2026	06/19/2026	0.00	76.99
445408806	HOSE FOR MOWER	06/17/2026	06/19/2026	0.00	138.90
445408953	RESURFACE ROTORS	06/17/2026	06/19/2026	0.00	145.00
445408960	VAPOR CANISTER PURGE - #573	06/17/2026	06/19/2026	0.00	35.99
445408995	EVAP - #573	06/17/2026	06/19/2026	0.00	47.99
445409009	FUEL TANK CAP - #573	06/17/2026	06/19/2026	0.00	17.29
445409014	WIPER BLADE - DURANGO #500	06/17/2026	06/19/2026	0.00	12.99
445409077	NUTS, BOLTS, FILTERS, MUD FLAP, W BLADES	06/17/2026	06/19/2026	0.00	597.64
445409102	AC MACHINE	06/17/2026	06/19/2026	0.00	4,499.00
445409214	FREON	06/17/2026	06/19/2026	0.00	351.99
445409269	MUD FLAP HANGER & SWITCH	06/17/2026	06/19/2026	0.00	36.28

Vendor Number	Vendor Name	Total Vendor Amount
10123	BROWN COUNTY TREASURER	57.40

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	57.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
06172026	BUS TITLE - VIN X8676	06/18/2026	06/19/2026	0.00	28.70
06172026A	BUS TITLE - VIN X8588	06/18/2026	06/19/2026	0.00	28.70

Vendor Number	Vendor Name	Total Vendor Amount
12412	CENTURY BUSINESS PRODUCTS	22.47

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	22.47

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
858754	CONTRACT 94501-01 FOR COPIER	06/17/2026	06/19/2026	0.00	22.47

Vendor Number	Vendor Name	Total Vendor Amount
15813	CONSTELLATION NEWENERGY	2,875.85

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	2,875.85

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4618947	NAT GAS - PC DOME	06/17/2026	06/19/2026	0.00	2,875.85

Vendor Number	Vendor Name	Total Vendor Amount
10757	CRAWFORD TRUCKS & EQUIP	48.22

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	48.22

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
01P74344	SWITCH - #522	06/17/2026	06/19/2026	0.00	48.22

Vendor Number	Vendor Name	Total Vendor Amount
14245	CRESCENT ELECTRIC SUPPLY	392.01

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	392.01

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
S514161163.001	ELECTRICAL SUPPLIES	06/18/2026	06/19/2026	0.00	392.01

Vendor Number	Vendor Name	Total Vendor Amount
11715	DAKOTA OUTDOORS	5,709.99

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	5,709.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
30426135712962	X) TRUE FITNESS STAIR CLIMBER - ST 3	06/18/2026	06/19/2026	0.00	5,709.99

Vendor Number	Vendor Name	Total Vendor Amount
10633	DAKOTA SUPPLY GROUP	304.09

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	304.09

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
S105703355.001	4" X 6" FERNO COUPLINGS	06/17/2026	06/19/2026	0.00	47.40
S105703355.002	4" X 6" REPAIR SLEEVES	06/17/2026	06/19/2026	0.00	256.69

Vendor Number	Vendor Name	Total Vendor Amount
13316	DAKOTA TRANSIT ASSOCIATION	1,520.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	1,520.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
26001	2026 PASS TRAINING	06/17/2026	06/19/2026	0.00	1,520.00

Vendor Number	Vendor Name	Total Vendor Amount
16248	DAVID JOHNSON	43.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	43.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
8513000	CDL RENEWAL	06/18/2026	06/19/2026	0.00	43.00

Vendor Number	Vendor Name	Total Vendor Amount
11358	DEPENDABLE SANITATION	229.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	229.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7680/06-2026	SANITATION SERVICES - JUNE 2026	06/17/2026	06/19/2026	0.00	229.00

Vendor Number	Vendor Name	Total Vendor Amount
15491	DITCH WITCH UNDERCON	992.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	992.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
P26773	SUCTION TOOL & FILTERS	06/17/2026	06/19/2026	0.00	992.20

Vendor Number	Vendor Name	Total Vendor Amount
14210	DUBOIS CHEMICALS INC	11,585.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	11,585.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN-30602564	SODA ASH	06/17/2026	06/19/2026	0.00	11,585.20

Vendor Number	Vendor Name	Total Vendor Amount
11026	FASTENAL COMPANY	481.93

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	481.93

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
SDABE231498	PADLOCKS	06/17/2026	06/19/2026	0.00	160.13
SDABE231506	DRILL BITS	06/17/2026	06/19/2026	0.00	93.60
SDABE231522	ANCHORS	06/17/2026	06/19/2026	0.00	228.20

Vendor Number	Vendor Name	Total Vendor Amount
13242	GALLS INC	374.40

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	374.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
035220366	FLASHLIGHT	06/17/2026	06/19/2026	0.00	252.98
035306537	4 FLASHLIGHT HOLDERS	06/17/2026	06/19/2026	0.00	97.12
035319004	FLASHLIGHT HOLDERS	06/17/2026	06/19/2026	0.00	24.30

Vendor Number	Vendor Name	Total Vendor Amount
14190	GEFFDOG DESIGNS	583.08

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	583.08

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
125834	WEED/GRASS DOOR HANGERS	06/17/2026	06/19/2026	0.00	311.83
125900	UNIT 28: "TO PROTECT AND SERVE" VINYL	06/17/2026	06/19/2026	0.00	30.00
126095	CLOTHING - MELANIE PODOLL	06/17/2026	06/19/2026	0.00	241.25

Vendor Number	Vendor Name	Total Vendor Amount
14177	GRAINGER	3,330.59

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	3,330.59

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9945883651	TRASH PUMP	06/17/2026	06/19/2026	0.00	3,330.59

Vendor Number	Vendor Name	Total Vendor Amount
10634	GRAYMONT (WI) LLC	6,040.41

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	6,040.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
14-213881RI	QUICKLIME	06/17/2026	06/19/2026	0.00	6,040.41

Vendor Number	Vendor Name	Total Vendor Amount
16198	GREGORY LUX	52.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	52.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
06/01/2026	F) SD STATE FIRE SCHOOL	06/18/2026	06/19/2026	0.00	52.00

Vendor Number	Vendor Name	Total Vendor Amount
16174	HAAS CREATIVE	1,250.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	1,250.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
26-01P	JAN-MARCH 2026 ANNUAL REP, SOCIAL MEDIA, WEBSITE	06/17/2026	06/19/2026	0.00	625.00

26-02F	X) JAN-MARCH 2026 SERVICES	06/18/2026	06/19/2026	0.00	625.00	

Vendor Number 10203 **Vendor Name** HAWKINS INC **Total Vendor Amount** 11,880.05

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	11,880.05
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
7444149	FLUORIDE & AMMONIA	06/17/2026	06/19/2026	0.00	6,344.50
7452865	CHLORINE TANK	06/17/2026	06/19/2026	0.00	5,535.55

Vendor Number 16195 **Vendor Name** JAIDEN BUNN **Total Vendor Amount** 52.00

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	52.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
06/01/2026	F) SD STATE FIRE SCHOOL	06/18/2026	06/19/2026	0.00	52.00

Vendor Number 14199 **Vendor Name** JEFFERSON PARTNERS LP **Total Vendor Amount** 123.35

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	123.35
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
640191-MAY 2026	MONTHLY TICKET SALES MAY 2026	06/17/2026	06/19/2026	0.00	123.35

Vendor Number 11916 **Vendor Name** JH LARSON COMPANY **Total Vendor Amount** 17,573.72

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	17,573.72
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
S103463881.002	BUS BARS	06/17/2026	06/19/2026	0.00	203.04
S103463881.004	ORDER FEE	06/17/2026	06/19/2026	0.00	167.96
S103476116.006	SMALL DECO LIGHT POLES MAIN ST	06/17/2026	06/19/2026	0.00	17,202.72

Vendor Number 10446 **Vendor Name** KEN'S ALIGNMENT AUTO SRVC **Total Vendor Amount** 104.95

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	104.95
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
31573	ALIGNMENT - #500	06/17/2026	06/19/2026	0.00	104.95

Vendor Number 12275 **Vendor Name** KEN'S SUPERFAIR FOODS **Total Vendor Amount** 163.90

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	163.90
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
7010-7437	POP FOR POP MACHINE	06/17/2026	06/19/2026	0.00	59.95
7026-7206	KRISTI RETIREMENT CAKE & COOKIES	06/17/2026	06/19/2026	0.00	103.95

Vendor Number 16063 **Vendor Name** KRISTIN KROELL **Total Vendor Amount** 28.00

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	28.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
6/9/26-6/10/26	MEALS - SDML HR SCHOOL	06/18/2026	06/19/2026	0.00	28.00

Vendor Number 13130 **Vendor Name** L&T LAWN CARE LLC **Total Vendor Amount** 1,063.34

Payment Type	Payment Number			Payment Date	Payment Amount
Check				06/18/2026	1,063.34
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**
05272026-210	210 2ND AVE NE	06/17/2026	06/19/2026	0.00	50.00
05272026-423	423 3RD AVE NE	06/17/2026	06/19/2026	0.00	50.00

05272026-702	702 6TH AVE SE	06/17/2026	06/19/2026	0.00	25.00
05272026-716	716 6TH AVE SE	06/17/2026	06/19/2026	0.00	113.34
05272026-719	719 N KLINE ST	06/17/2026	06/19/2026	0.00	25.00
05272026-906	906 8TH AVE SE	06/17/2026	06/19/2026	0.00	50.00
05282026-1533	1533 S GRANT ST	06/17/2026	06/19/2026	0.00	37.50
05282026-630	630 S WELLS ST LOT 4	06/17/2026	06/19/2026	0.00	25.00
05282026-714	714 3RD AVE SW	06/17/2026	06/19/2026	0.00	75.00
05282026-809	809 3RD AVE SW	06/17/2026	06/19/2026	0.00	37.50
06082026-1023	1023 S MERTON ST	06/17/2026	06/19/2026	0.00	25.00
06082026-111	111 2ND AVE NE	06/17/2026	06/19/2026	0.00	25.00
06082026-115	115 2ND AVE NE	06/17/2026	06/19/2026	0.00	37.50
06082026-117	117 2ND AVE NE	06/17/2026	06/19/2026	0.00	37.50
06082026-1205	1205 N 2ND ST	06/17/2026	06/19/2026	0.00	25.00
06082026-1402	1402 9TH AVE SW	06/17/2026	06/19/2026	0.00	50.00
06082026-215	215 11TH AVE SE	06/17/2026	06/19/2026	0.00	50.00
06082026-310	310 N 1ST ST	06/17/2026	06/19/2026	0.00	37.50
06082026-417	417 N KLINE ST	06/17/2026	06/19/2026	0.00	50.00
06082026-420	420 4TH AVE SE	06/17/2026	06/19/2026	0.00	25.00
06082026-424	424 S HARRISON ST	06/17/2026	06/19/2026	0.00	25.00
06082026-426	426 S JACKSON ST	06/17/2026	06/19/2026	0.00	25.00
06082026-523	523 N 1ST ST	06/17/2026	06/19/2026	0.00	25.00
06082026-906	906 8TH AVE SE	06/17/2026	06/19/2026	0.00	25.00
06122026-115	115 8TH AVE SW	06/17/2026	06/19/2026	0.00	37.50
06122026-1533	1533 S GRANT ST	06/17/2026	06/19/2026	0.00	25.00
06122026-411	411 S ARCH ST	06/17/2026	06/19/2026	0.00	50.00

Vendor Number **Vendor Name** **Total Vendor Amount**

10478 LAWSON PRODUCTS INC 62.75

Payment Type **Payment Number** **Payment Date** **Payment Amount**

Check 06/18/2026 62.75

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9313531240	HEAT SHRINK	06/17/2026	06/19/2026	0.00	62.75

Vendor Number **Vendor Name** **Total Vendor Amount**

10501 MAC'S INC 324.45

Payment Type **Payment Number** **Payment Date** **Payment Amount**

Check 06/18/2026 324.45

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
307026/5	NUTS, BOLTS, WASHERS	06/17/2026	06/19/2026	0.00	13.94
307094/5	DRILL BIT	06/17/2026	06/19/2026	0.00	17.98
307097/5	DRILL BITS	06/17/2026	06/19/2026	0.00	35.96
307100/5	BRUSHES	06/17/2026	06/19/2026	0.00	12.37
307109/5	RECIP SAW & BLADES	06/17/2026	06/19/2026	0.00	175.99
307111/5	BIT & HARDWARE	06/17/2026	06/19/2026	0.00	37.06
307122/5	BOLTS & UTILITY KNIFE	06/17/2026	06/19/2026	0.00	31.15

Vendor Number **Vendor Name** **Total Vendor Amount**

15922 MCGOWAN ALLIED SPECIALTY INS 49,389.76

Payment Type **Payment Number** **Payment Date** **Payment Amount**

Check 06/18/2026 49,389.76

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
291787	T) RIDE INSURANCE	06/17/2026	06/19/2026	0.00	49,389.76

Vendor Number **Vendor Name** **Total Vendor Amount**

12508 MENARDS INC 263.05

Payment Type **Payment Number** **Payment Date** **Payment Amount**

Check 06/18/2026 263.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
58771	SUPPLIES	06/17/2026	06/19/2026	0.00	93.88
58956	X) ST 1 PLUMBING SUPPLIES	06/18/2026	06/19/2026	0.00	64.93
59066	REBAR, BLADES, CHALK, SACKCRETE	06/17/2026	06/19/2026	0.00	62.26

59162	SDS BIT	06/17/2026	06/19/2026	0.00	41.98	

Vendor Number 10650 **Vendor Name** MIDSTATES GROUP **Total Vendor Amount** 6,532.88

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	6,532.88

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
N505271	2026 CCR POSTAGE	06/17/2026	06/19/2026	0.00	6,532.88

Vendor Number 13519 **Vendor Name** MINNESOTA VALLEY TESTING LABS **Total Vendor Amount** 564.75

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	564.75

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
136981	BIOSOLIDS TESTING	06/17/2026	06/19/2026	0.00	564.75

Vendor Number 14640 **Vendor Name** NAPA CENTRAL **Total Vendor Amount** 115.41

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	115.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
745348	STEERING DAMPER	06/17/2026	06/19/2026	0.00	51.34
745542	WIPER BLADES	06/17/2026	06/19/2026	0.00	56.15
745679	DUST CAP	06/17/2026	06/19/2026	0.00	7.92

Vendor Number 10422 **Vendor Name** NELSON SALES & SERVICE LLC **Total Vendor Amount** 40.99

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	40.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
143239	REPAIR WEEDWACKER	06/17/2026	06/19/2026	0.00	40.99

Vendor Number 16196 **Vendor Name** NIKOLAS PEZONELLA **Total Vendor Amount** 52.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	52.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
06/01/2026	F) SD STATE FIRE SCHOOL	06/18/2026	06/19/2026	0.00	52.00

Vendor Number 11996 **Vendor Name** NORTHERN VALLEY COMMUNICATIONS **Total Vendor Amount** 62.14

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	62.14

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
21240859	PHONE LINES	06/17/2026	06/19/2026	0.00	62.14

Vendor Number 10264 **Vendor Name** PERFORMANCE OIL & LUBRICANTS **Total Vendor Amount** 23.44

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	23.44

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
114783	PROPANE	06/17/2026	06/19/2026	0.00	23.44

Vendor Number 15671 **Vendor Name** PLATINUM AUTO SPA **Total Vendor Amount** 24.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	24.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
15180-05/2026	CAR WASHES - MAY 2026	06/17/2026	06/19/2026	0.00	24.00

Vendor Number	Vendor Name	Total Vendor Amount
10260	QUALITY WELDING INC	607.92

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	607.92

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
75520	F) BRUSH 1 COMPARTMENT MODIFICATION	06/18/2026	06/19/2026	0.00	607.92

Vendor Number	Vendor Name	Total Vendor Amount
15404	RUNNINGS SUPPLY INC #14	617.46

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	617.46

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
8371543	F) BRUSH 1 LED LIGHTS	06/18/2026	06/19/2026	0.00	199.98
8372769	POLY TUBE & BLADES	06/17/2026	06/19/2026	0.00	45.62
8377632	RIVETS	06/17/2026	06/19/2026	0.00	35.94
8378119	FOAM - #544	06/17/2026	06/19/2026	0.00	3.99
8379112	BIT & BIT EXTENSION	06/17/2026	06/19/2026	0.00	43.98
8379569	SAFETY SHOES - COURTLAND ROBERTS	06/17/2026	06/19/2026	0.00	152.96
8383547	SAFETY SHOES - ISAAC HAUGEN	06/17/2026	06/19/2026	0.00	134.99

Vendor Number	Vendor Name	Total Vendor Amount
10694	SAFETY SERVICE INC	50.64

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	50.64

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
406	LIGHTS	06/17/2026	06/19/2026	0.00	50.64

Vendor Number	Vendor Name	Total Vendor Amount
14178	SANITATION PRODUCTS INC	62.06

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	62.06

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
97287	LATCH	06/17/2026	06/19/2026	0.00	62.06

Vendor Number	Vendor Name	Total Vendor Amount
12334	SD SECRETARY OF STATE	60.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	60.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
361	NOTARY RENEWAL FEE (367)	06/17/2026	06/19/2026	0.00	30.00
410	NOTARY RENEWL FEE (410)	06/17/2026	06/19/2026	0.00	30.00

Vendor Number	Vendor Name	Total Vendor Amount
16250	SKINNER ROOFING	486,671.42

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	486,671.42

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
PAY REQ #1	PHASE 1 OF 3 OF ROOF REPAIR	06/18/2026	06/19/2026	0.00	486,671.42

Vendor Number	Vendor Name	Total Vendor Amount
10489	STEVEN LUST AUTOMOTIVE	22.80

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	22.80

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
MAY 2026	CAR WASH - DUNLAVY	06/17/2026	06/19/2026	0.00	22.80

Vendor Number	Vendor Name	Total Vendor Amount
16197	THOMAS MILLER	52.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	52.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
06/01/2026	F) SD STATE FIRE SCHOOL	06/18/2026	06/19/2026	0.00	52.00

Vendor Number	Vendor Name	Total Vendor Amount
12190	TOWING PLUS	210.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	210.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
933136	TOW TO CITY IMPOUND-GMC ACADIA-26AP11827	06/17/2026	06/19/2026	0.00	210.00

Vendor Number	Vendor Name	Total Vendor Amount
11521	USA BLUE BOOK	8,346.18

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	8,346.18

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV01070135	DEHUMIDIFIER	06/17/2026	06/19/2026	0.00	8,346.18

Vendor Number	Vendor Name	Total Vendor Amount
15485	VERIZON WIRELESS	395.95

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	395.95

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6145457360	AIRPORT 24HR LINE 605.216.0321	06/18/2026	06/19/2026	0.00	395.95

Vendor Number	Vendor Name	Total Vendor Amount
13974	VESTIS GROUP INC	375.23

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	375.23

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2520787604	STREET RAGS	06/17/2026	06/19/2026	0.00	122.22
2520787605	PIPE RAGS	06/17/2026	06/19/2026	0.00	27.87
2520787606	TRAFFIC RAGS	06/17/2026	06/19/2026	0.00	80.89
2520787607	METER RAGS	06/17/2026	06/19/2026	0.00	144.25

Vendor Number	Vendor Name	Total Vendor Amount
10900	WRIGHT & SUDLOW	810.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		06/18/2026	810.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20295	26 MANHOLE PROJECT	06/17/2026	06/19/2026	0.00	810.00

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
AP	Check		139	62	0.00	1,042,938.00
		Packet Totals:	**139**	**62**	**0.00**	**1,042,938.00**

Cash Fund Summary

Fund	Name	Amount
999	POOL CASH	-1,042,938.00
	Packet Totals:	**-1,042,938.00**