



City of Aberdeen Council Agenda

5:30 p.m. Regular Meeting

April 6, 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 March 23, 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. Proclamation: Cornerstones Career Learning Center 40th Anniversary

B. Lottery Notice – receive and place on file: D.A.V. Swanson O'Connor Unit #13 Auxiliary, Aberdeen Child Protection Team, Hub City Soccer, and Make-A-Wish

C. Set bid date on April 21, 2026, at 2:00 p.m. for the 2026 Watermain & Sewer Pipe, Fittings & Accessories, Manhole Covers, Inlet Frames & Grates

D. Residential Building Contractors License: Zahn Cabinetry & Construction Inc.

E. Finance Office Treasury Report for Quarter 4, 2025 – Receive and place on file

F. Medical Cannabis Dispensary Permit Renewal: Flower Shop

G. Day License Renewal: Jenna Franken and Susie Klapperich

H. New Taxicab/Motor Bus Driver License: Alexander Kehr

I. Set public hearing date on April 20, 2026, at 5:30 p.m. for a New Retail On-Off Sale Malt Beverage & SD Farm Wine Costa Brava LLC dba Costa Brava Peruvian Kitchen 104 S Main St, Suite 112, Aberdeen, South Dakota 57401

J. Publication of the Second Amendment to the Findings of No Significant Impact for the Water Reclamation Facility Improvements Project

K. Sidewalk Contractor License: Hinz Contractor LLC

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

6. Old Business

- A. Possible approval of Ordinance 26-03-01, a Petition to rezone from A-1 to R-2, Property at 903 25th Avenue NE, legally described as Lot 12, Gugel's First Subdivision, in the SW¹/₄ of Section 6-Township 123 North-Range 63 West of the 5th P.M., Brown County, South Dakota
- B. Possible approval of Ordinance 26-03-02, a Petition to rezone from R-2 to M, Property at 1400 Third Street S, legally described as Lot 1, Simmon's School Subdivision, in the SW¹/₄ of Section 24-Township 123 North-Range 64 West of the 5th P.M., Brown County, South Dakota
- C. Possible approval of second reading/final adoption of proposed Ordinance 26-03-05, an ordinance amending the sign regulations of the Aberdeen City Code

7. New Business

- A. Public Hearing and possible approval of a new Retail On-Off Sale Wine and Cider License to Costa Brava LLC dba Costa Brava Peruvian Kitchen at 104 S Main St, Suite 112
- B. Possible approval of Resolution No. 26-04-01R creating economic development Tax Increment Financing District No. 45
- C. Possible approval of the surplus of a Glock model 17, 9 mm pistol (SN: BZAE542) with optic
- D. Possible approval of a 5-year contract and payment for Foxster Opco LLC dba TripMaster by CTS Software in the amount of \$56,625 for a one-year period for transit dispatch software
- E. Possible approval of Pay Request #6 for WT-2025-1 (Water Tower and Transmission Line) in the amount \$27,220.34 to Dahme Construction Inc. of Aberdeen, SD for Schedule A and \$1,335,927.05 to Landmark Structures Inc. of Fort Worth, TX for Schedule B
- F. Possible approval of bid by Municipal Pipe Tool Co. LLC of Hudson, IA in the amount of \$230,323.50 for project SA-2026-1 (Sanitary Sewer Lining)

8. Review and Approval of Claims and Payroll

- A. Bills: approval of bill list for April 6, 2026
- B. Payroll: approval for pay period from March 22, 2026, through April 4, 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, March 23, 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 via teleconference, Erin Fouberg via teleconference, Charlotte Liebelt, Rich Ward, Alan Johnson, Talmage Ekanger, Chad Nilson, and David Novstrup. Mayor Travis Schaunaman was absent.

City Staff present were Dave McNeil, Ron Wager, Stuart Nelson, Ken Hubbard, Joel Weig, Tanner Jondahl, Destin Spellman, Jim Ackerman, and Jordan McQuillen.

PLEDGE OF ALLEGIANCE

Deputy Mayor Johnson led the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion by Nilson, second by Ward, to approve the agenda as amended with the edits to item 7A. Voice vote to approve, all present voting aye, motion carried.

MINUTES

Motion by Liebelt, second by Novstrup, to approve the minutes of the March 16, 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 Nilson, second by Ekanger, to approve the following items on the consent calendar:

REPORTS AND MINUTES FROM CITY BOARDS – Receive and place on file: 1. Aberdeen Airport Board Meeting on February 5, 2026, 2. KO Lee Library Board Meeting on February 3, 2026, 3. Planning Commission Meeting on February 17, 2026, and 4. Zoning Adjustment Board Meeting February 12, 2026

COMMUNITY EVENT PERMIT: Yelduz Shriners – Shrine Circus April 1 – 4, 2026

LOTTERY NOTICE – receive and place on file: Aberdeen Sertoma Club

NEW RESIDENTIAL BUILDING CONTRACTORS LICENSE for Knapp Construction

1 and Brandon Hinz-Hinz Concrete LLC

2 CITY LICENSE - Water & Sewer Contractor - CWF Concrete & Masonry Inc.

3 Voice vote to approve, all present voting aye, motion carried.

4 **NEW BUSINESS**

5 ABATEMENT OF PROPERTY TAXES FOR REAL PROPERTY WITHIN CITY
6 LIMITS

7 Finance Officer McQuillen presented the abatement of property taxes. Motion by Ward,
8 second by Ekanger, to approve property tax abatements for property in city limits described as
9 Parcels 11938, 12020, and 31827. Roll call vote to approve, all present voting aye, motion carried.

10 APPROVAL OF MOU WITH ABERDEEN SCHOOL DISTRICT ALLOCATING PEG
11 FUNDS

12 City Manager McNeil presented the MOU. Motion by Nilson, second by Ward, to approve
13 the “Memorandum of Understanding regarding the use and allocation of PEG funds between the
14 City of Aberdeen and Aberdeen School District No. 6-1”, and to authorize the City Manager to
15 execute the same. Roll call vote to approve, all present voting aye, motion carried.

16 FIRST READING AND APPROVAL OF ORD 26-03-01, A PETITION TO REZONE
17 FROM A-1 TO R-2, PROPERTY AT 903 25TH AVENUE NE, LEGALLY DESCRIBED AS LOT
18 12, GUGEL’S FIRST SUBDIVISION, IN THE SW¼ OF SECTION 6-TOWNSHIP 123 NORTH-
19 RANGE 63 WEST OF THE 5TH P.M., BROWN COUNTY, SOUTH DAKOTA

20 Community Development Director Hubbart presented the first reading of Ordinance No.
21 26-03-01. Motion by Ekanger, second by Ward, to approve the first reading of Ordinance 26-03-
22 01, a Petition to rezone from A-1 to R-2, Property at 903 25th Avenue NE, legally described as Lot
23 12, Gugel’s First Subdivision, in the SW¼ of Section 6-Township 123 North-Range 63 West of
24 the 5th P.M., Brown County, South Dakota. Roll call vote to approve, all present voting aye, motion
25 carried.

26 FIRST READING AND APPROVAL OF ORDINANCE NUMBER 26-03-02, A
27 PETITION TO REZONE FROM R-2 TO M, PROPERTY AT 1400 THIRD STREET S,
28 LEGALLY DESCRIBED AS LOT 1, SIMMON’S SCHOOL SUBDIVISION, IN THE SW¼ OF
29 SECTION 24-TOWNSHIP 123 NORTH-RANGE 64 WEST OF THE 5TH P.M., BROWN
30 COUNTY, SOUTH DAKOTA

31 Community Development Director Hubbart presented the first reading of Ordinance No.

1 26-03-02. Motion by Liebelt, second by Ekanger, to approve the first reading of Ordinance
 2 Number 26-03-02, a petition to rezone from R-2 to M, Property at 1400 Third Street S, legally
 3 described as Lot 1, Simmon’s School Subdivision, in the SW¼ of Section 24-Township 123 North-
 4 Range 64 West of the 5th P.M., Brown County, South Dakota. Roll call vote to approve, all present
 5 voting aye, motion carried.

6 FIRST READING AND APPROVAL OF ORDINANCE NUMBER 26-03-05, AN
 7 ORDINANCE AMENDING THE SIGN REGULATIONS OF THE ABERDEEN CITY CODE

8 Community Development Director Hubbart presented the first reading of Ordinance No.
 9 26-03-05. Motion by Ward, second by Novstrup, to approve the first reading and possible approval
 10 of Ordinance Number 26-03-05, an ordinance amending the sign regulations of the Aberdeen City
 11 Code. Roll call vote to approve with Council Member Ronayne voting no, all others present voting
 12 aye, motion carried.

13 **REVIEW AND APPROVAL OF CLAIMS AND PAYROLL**

14 Motion by Liebelt, second by Ekanger, to approve payment of the bills listed for March
 15 23, 2026.

16 Bills having been audited by the Finance Officer and fully itemized and authorize the
 17 Mayor or City Manager to sign, and the Finance Officer to countersign, all warrants for payment
 18 of the following approved bills: Utility Billing 348.61: Louise French 33.70, Calvin Gardner 48.17,
 19 Pantorium Cleaners 43.64, Matthew Stahl 60.35, James Duncan 73.96, Lori Zimbelman 29.47,
 20 Gregg Van Beek 34.78, Jose Santiago 24.54, US Bank Corp Trust - ACH 1,050,747.50, Century
 21 Link 5,000.00, United Parcel Service 1,000.00, Elavon Merchant Services 500.00, Paymentech
 22 LLC 6,000.00, Dacotah Bank 150.00, Northern Electric 10,000.00, Northwestern Energy
 23 180,000.00, Constellation Newenergy 50,000.00, Wellmark 248,000.00, Aberdeen Chrysler
 24 Center 1,404.00, Aberdeen Insider 499.41, Aberdeen Swim Club 10,000.00, Action Pest Control
 25 315.00, Advance Auto Parts 225.10, American Solutions for Business 445.34, Andrew Rohrbach
 26 52.00, Aqua Pure Inc. 350.00, Armand Advertising LLC 5,912.21, Auto Value – Aberdeen 987.34,
 27 Avera St. Luke’s Hospital 692.85, Axon Enterprise Inc. 2,493.99, Banner Associates Inc.
 28 63,388.89, Bantz, Gosch & Cremer LLC 4,931.70, Borns Group 6,818.58, Boys & Girls Club of
 29 Abdn Area 25,000.00, Brock DeGroot 294.00, Butler Machinery Co. 13,681.92, Caden Sharping
 30 100.80, Century Business Products 171.14, CenturyLink 85.28, Climate Control 1,907.10, Coast
 31 to Coast Solutions 1,427.47, Cole Bergan 286.00, Cole Papers Inc. 3,979.06, Connections Inc.

1 EAP 610.60, Convention Visitors Bureau 41,167.90, Cooper Animal Clinic P.C. 233.82, Crawford
 2 Trucks & Equip. 5,880.05, Crescent Electric Supply 117.41, Dakota Electronics LLC 2,647.25,
 3 Dakota Fluid Power Inc. 292.77, Daniel Orr 354.00, Dependable Sanitation 445.00, Diamond Dry
 4 Cleaning 68.70, DuBois Chemicals Inc. 11,074.80, Eddie's Northside Sinclair 250.00, Efrainson
 5 Electric Inc. 124.58, Federal Express Corp. 19.50, G & R Controls Inc. 249.69, Gardner Locksmith
 6 200.00, Geffdog Designs 120.00, Graymont (WI) LLC 12,627.64, Gregory Lux 70.00, Hach Co.
 7 147.40, Harms Oil Company 20,969.63, House of Glass Inc. 1,335.58, Indelco Plastics
 8 Corporation 1,505.08, Jaiden Bunn 52.55, James Knute Reiersen 258.00, James Valley Coop Tele
 9 Co. 35.26, Jennette Kriz 34.00, JGE Inc. 381.11, Johnson Feed Inc. 36,096.85, Joshua Steinwandt
 10 78.00, Katherine Malsom 296.70, Lamb Chevrolet & Implement Inc. 99,346.00, Lang's TV &
 11 Appliance 2,194.97, Lighthouse Uniform Co. 207.25, Linde Inc. 7,235.40, MacQueen Emergency
 12 Group 9,924.74, Marco Technologies LLC 549.82, Matheson Tri-Gas Inc. 129.53, Med Alliance
 13 Group 243.21, Menards Inc. 908.63, Mid Continent Testing Lab Inc. 130.75, Midstates Group
 14 3,348.25, Moore Sewing 20.00, Nikolas Pezonella 76.50, Northern Valley Communications
 15 1,030.57, NSU Finance & Admin. 5.00, Performance Oil & Lubricants 2,361.38, Platinum Auto
 16 Spa 32.00, RDO Equipment Co. 37.26, Rich Krokkel 48.00, RMB Environmental Laboratories
 17 1,540.00, Runnings Supply Inc. #14 772.85, Safety Service Inc. 225.00, SD Secretary of State
 18 30.00, Share Corp. 3,541.53, Sioux Valley Environmental Inc. 11,860.00, Steve Markley 610.00,
 19 Stryker Sales LLC 271.15, Sunset Law Enforcement 9,405.56, Susan Power 1,829.70, Teleflex
 20 LLC 1,100.00, Thomas Miller 73.50, Timothy Steinwandt 112.00, Tom Barstad 60.00, Transource
 21 Truck & Equipment 20.63, Tyler Technologies 2,083.33, Verizon Wireless 341.69, Vestis Group
 22 Inc. 195.42, Volzke Sales LLC 1,650.00, Western Area Power Adm. 6,436.87, and Woodbury
 23 County Fire Assn. 200.00.

24 Payroll for the period from March 8, 2026, through March 21, 2026, and city share of social
 25 security, old age & survivor's insurance, retirement, health and life insurance. EFTPS 189,534.61,
 26 SDRS Retirement System 119,097.62, City Health Insurance 104,885.00, Governing Body
 27 Council 3,921.89, City Manager 9,360.60, Attorney 8,781.47, Finance Office 19,528.92, Human
 28 Resources 16,136.34, Municipal Hall 2,315.35, Computer Services 6,786.78, Community
 29 Development 22,179.17, Engineering 15,832.42, Police 199,056.25, Fire 190,290.78, Building
 30 Inspection 8,296.00, Street 52,190.89, Traffic Control 13,118.86, Utilities - General 32,315.83,
 31 Solid Waste 28,992.12, Wastewater Treatment 27,173.30, Utilities - Sewer 10,415.34, Water

1 Treatment Plant 29,109.91, Utilities - Water 2,502.41, Airport 30,035.44, Cemetery 4,869.76,
2 Transit 29,948.13, Meals On Wheels 804.22, Admin 11,379.55, Participant Rec 12,306.72, Park
3 Rec ARCC 29,835.03, Park Rec Golf 7,524.26, PC Complex 9,033.93, Park Rec Senior Center
4 6,859.07, Campground 1,048.51, Parks 21,522.80, Parks/Wylie 13,125.40, Forestry 12,824.97,
5 Library 34,488.91, City Econ Dev. 3,169.60. Roll call vote to approve, with Council Member
6 Fouberg abstaining payment to Dacotah Bank, Nilson abstaining payment to Banner Associates
7 Inc., all present voting aye, motion carried.

8 **CITY MANAGER'S REPORT**

9 City Manager McNeil began with Police Chief Jondahl, who presented the Exchange
10 Club's Officer of the Year award. McNeil also recognized an employee milestone, announced City
11 Engineer Stu Nelson's retirement party, and provided an update on the search for his replacement.
12 A joint work session between the City Council and Parks and Recreation Board is tentatively
13 scheduled for April 13, 2026. The WEB Water Organization will host a ribbon-cutting ceremony
14 on April 8, 2026. Wastewater Superintendent Jim Ackerman addressed the Water Turbidity notice,
15 and Senator Perry announced additional Exchange Club award recipients.

16 **EXECUTIVE SESSION**

17 Motion by Ward, second by Ekanger, to move into executive session to discuss contractual
18 matters pursuant to SDCL 1-25-2(3). Voice vote to approve, all present voting aye, motion carried.
19 The Council moved into executive session at 6:07 p.m.

20 Motion by Nilson, second by Ward, to end executive session and return to opening meeting.
21 Voice vote to approve, all present voting aye, motion carried. The Council returned to open
22 meeting at 6:19 p.m.

23 **ADJOURNMENT**

24 There being no further business, motion by Ward, second by Ekanger, to adjourn the
25 meeting. Voice vote to adjourn, all present voting aye, motion carried. The meeting adjourned at
26 6:19 p.m.

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

**City Of Aberdeen – Request for Council Action
April 6, 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. Proclamation: Cornerstones Career Learning Center 40th Anniversary
- B. Lottery Notice – receive and place on file: D.A.V. Swanson O’Connor Unit #13 Auxiliary, Aberdeen Child Protection Team, Hub City Soccer, and Make-A-Wish
- C. Set bid date on April 21, 2026, at 2:00 p.m. for the 2026 Watermain & Sewer Pipe, Fittings & Accessories, Manhole Covers, Inlet Frames & Grates
- D. Residential Building Contractors License: Zahn Cabinetry & Construction Inc.
- E. Finance Office Treasury Report for Quarter 4, 2025 – Receive and place on file
- F. Medical Cannabis Dispensary Permit Renewal: Flower Shop
- G. Day License Renewal: Jenna Franken and Susie Klapperich
- H. New Taxicab/Motor Bus Driver License: Alexander Kehr
- I. Set public hearing date on April 20, 2026, at 5:30 p.m. for a New Retail On-Off Sale Malt Beverage & SD Farm Wine Costa Brava LLC dba Costa Brava Peruvian Kitchen 104 S Main St, Suite 112, Aberdeen, South Dakota 57401
- J. Publication of the Second Amendment to the Findings of No Significant Impact for the Water Reclamation Facility Improvements Project

Official Proclamation

CITY OF ABERDEEN, SOUTH DAKOTA

WHEREAS, Cornerstones Career Learning Center was founded in Huron, South Dakota, and has for 40 years grown into a leading adult education and workforce development organization, providing essential learning opportunities to residents in Aberdeen, Huron, Mitchell, Vermillion, and Yankton, South Dakota, as well as surrounding rural communities throughout the region; and

WHEREAS, Cornerstones Career Learning Center empowers adults to achieve career readiness by offering high-quality adult education, including high school equivalency (GED®) preparation, English language instruction, skill-building programs, and personalized job development services that prepare individuals for meaningful and sustainable employment; and

WHEREAS, for four decades, Cornerstones has helped countless individuals overcome barriers, gain confidence, and successfully transition into the workforce, strengthening both families and the local economy; and

WHEREAS, the organization partners with businesses, community leaders, government agencies, and educational institutions to create pathways to employment, foster professional growth, and cultivate a thriving, skilled workforce in South Dakota; and

WHEREAS, the City of Aberdeen recognizes the importance of organizations that promote education and career development, and acknowledges the profound positive impact Cornerstones Career Learning Center has made over its 40 years of service; and

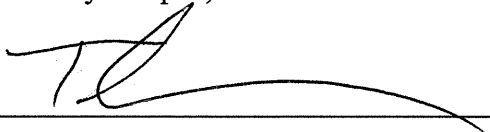
WHEREAS, Cornerstones Career Learning Center plays a critical statewide leadership role by coordinating and providing professional development for adult education instructors across South Dakota, strengthening the capacity of fewer than 100 educators who collectively serve thousands of adult learners each year; and

NOW, THEREFORE, I, Travis Schaunaman, Mayor of Aberdeen, South Dakota, do hereby proclaim April 6, 2026, as Cornerstones Career Learning Center 40th Anniversary in Aberdeen, South Dakota, and encourage all citizens to honor and celebrate this remarkable organization for its dedication, service, and transformative contributions to the lives of adults and the strength of our workforce.

Cornerstones Career Learning Center 40th Anniversary April 6, 2026



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Aberdeen to be affixed this 6th day of April, 2026.



Mayor



Lottery/Raffle Notification Form

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> a religious, charitable, educational, or fraternal organization
<input type="checkbox"/> a local civic or service club; a political party a volunteer fire department
<input type="checkbox"/> a bona fide congressionally chartered veterans' organization | <input type="checkbox"/> a local industrial development corporation as defined in SDCL§5-14-23
<input type="checkbox"/> 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:	D.A.V. Swanson O'Connor Unit #13 Auxiliary		
Address:	623 S Congress St	City, State & Zip:	Aberdeen SD 57401
Contact Name:	[REDACTED]	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)

Bingo and bake sale fundraiser. Bingo from 6-8pm with bake sale from 5-8pm. 50/50 split pot. Fundraiser to raise money to assist local veterans and their funds to assist disabled american veterans and their families with direct services such as transportation and fuel assistance, caregiver assistance, food, lodging and everyday necessities that are in need. Also support children of service members and veterans to attend camps and extracurricular activities. Also provide care packages to service members deployed and goody bags to veterans in the nursing homes, along with birthday cupcakes.

Date(s) lottery/raffle will be held: **Sat. April 11th, 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)

Wooden/Metal Flag Bench: \$125, Air Fryer: \$50, Guitar: \$250, Handtools: \$300, Tool kits: \$200, Bath & Body sets: \$100, Puzzles: \$50, Blankets: \$100, Blender: \$50, Assorted Gift cards: \$300, Pots/Pan set: \$75, Handmade Fire Pit: \$150. Coolers: \$100

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)):

Raise money to assist local veterans and their funds to assist disabled american veterans and their families with direct services such as transportation and fuel assistance, caregiver assistance, food, lodging and everyday necessities that are in need. Also support children of service members and veterans to attend camps and extracurricular activities. Also provide care packages to service members deployed and goody bags to veterans in the nursing homes, along with birthday cupcakes.

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)	TRT
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)	TRT
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)	TRT
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)	TRT
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)	TRT

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.


Signature

03/01/2026
Date

Adjutant
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):

Empty box for providing reasons for objection.

[SEAL]

Finance Officer



Lottery/Raffle Notification Form

123 South Lincoln Street
Aberdeen, SD 57401 | (605) 626-7023
records@aberndeen.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 industrial development corporation as defined in SDCL§5-14-23
- a local civic or service club; a political party a volunteer fire department
- 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
- a bona fide congressionally chartered veterans' organization

Organization Name:	Aberdeen Child Protection Team		
Address:	3401 10th Ave, SE	City, State & Zip:	Aberdeen, SD 57401
Contact Name:	[REDACTED]	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)

We are holding our annual Koins for Kids event. Participants purchase a paddle and "bid" on items with quarters, up to \$1. The items that are "bid" on are donated for this event. There are some items that we will be selling raffle tickets for as well.

Date(s) lottery/raffle will be held: 4/23/26

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)

Prizes are baskets that are put together by the donors. Can include jewelry, board games, beverages, gift certificates for various services.

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)):

Money raised at this event will be used to provide funding to families/children in need. Funding might include ride vouchers, payment to camps, supplies for school, 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)	GK
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)	GK
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)	GK
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)	GK
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)	GK

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.


Signature

03/25/2026
Date

Vice President of Aberdeet CPT
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):

Empty box for providing reasons for objection.

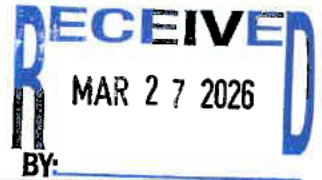
[SEAL]

Finance Officer



Lottery/Raffle Notification Form

123 South Lincoln Street
Aberdeen, SD 57401 | (605) 626-7023
records@aberndeen.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:	Hub City Soccer		
Address:	PO BOX 584	City, State & Zip:	Aberdeen SD 57401
Contact Name:	[REDACTED]	Work Number:	[REDACTED]
Email Address:	[REDACTED]	Mobile Number:	[REDACTED]

Section 2: Lottery/Raffle Information

Indicate Lottery Type(s):	<input checked="" type="checkbox"/> Lottery	<input type="checkbox"/> Raffle	<input type="checkbox"/> Bingo	<input type="checkbox"/> Other (describe the lottery/raffle below)
Split pot and basket Raffle				
Date(s) lottery/raffle will be held:	April 11-12, 2026			
<i>A lottery may not continue for longer than 18 months after the date the first ticket is sold (SDCL§22-25-52)</i>				
Prizes offered and value (list prizes and their value below)				
split pot and candy basket				

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)):
offsetting the cost of youth soccer

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)	eh
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)	eh
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)	dh
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)	eh
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)	eh

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.

Greene Sheek

 Signature

3/24/2026

 Date

Fundraiser coordinator

 Title

Clear Form

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



Lottery/Raffle Notification Form

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

RECEIVED
MAR 31 2026
BY: _____

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.

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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:	Make-A-Wish		
Address:	101 Hamilton Circle	City, State & Zip:	Aberdeen, SD 57401
Contact Name:	[REDACTED]	Work Number:	N.A.
Email Address:	[REDACTED]	Mobile Number:	[REDACTED]

Section 2: Lottery/Raffle Information

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

To raise money to fund Wish grants for qualified children

Date(s) lottery/raffle will be held: 25-Jul-2026 *Ticket sales start upon approval*

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)

ATI 3B Shotgun
Quilt

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)):

Make-A-Wish

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)

JWK

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)

JWK

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)

JWK

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)

JWK

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)

JWK

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.

Janet Usher King
Signature

31-Mar-2026
Date

Event Oranizer
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):

Empty box for providing reasons for intent or objection.

[SEAL]

Finance Officer

**ADVERTISEMENT FOR BIDS
2026 WATERMAIN & SEWER PIPE, FITTINGS & ACCESSORIES,
MANHOLE COVERS, INLET FRAMES & GRATES**

Notice is hereby given that sealed bids will be received by the City Council of Aberdeen, South Dakota at the office of the City Finance Officer, Auditor Division, 123 S. Lincoln Street, Aberdeen, SD 57401-4215 until 2:00 o'clock p.m. local time on Tuesday the 21st day of April, 2026 at which time bids will be publicly opened, read and referred to the City Council of Aberdeen for furnishing:

**Watermain & Sewer Pipe, Fittings & Accessories,
Manhole Covers; Inlet Frames & Grates**

Copies of the Specifications, and other proposed contract documents are available on the City of Aberdeen website at www.aberdeen.sd.us and on file at the Public Works Office, Aberdeen, South Dakota, and will be available at no cost from the latter.

Bids shall be submitted in accordance with the specifications. All bids shall be plainly marked on the outside of the envelope with the words **"2026 Bid for Watermain Pipe, Sewer Pipe and Castings."**

Each bid in excess of \$50,000 shall be accompanied by any one of the following:

- (1) A certified check, cashier's check, or draft certified or issued by a state or national bank for five percent (5%) of the amount of the total gross bid; or
- (2) A bid bond issued by a surety authorized to do business in South Dakota for ten percent (10%) of the amount of the bid; or
- (3) An irrevocable letter of credit for one hundred percent (100%) of the amount of the bid from a financing agency of good repute and deemed acceptable to the City of Aberdeen, all in accordance with SDCL Ch. 5-18A and SDCL Ch. 57A-5.

The bid security shall be made payable without condition to the City of Aberdeen, South Dakota, hereinafter referred to as Owner. The bid security may be retained by and shall be forfeited to the Owner as liquidated damages if the bid is accepted and a contract based thereon is awarded and the bidder shall fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner. Contracts in excess of \$50,000 will require a Performance Bond acceptable to the Aberdeen City Council, for one hundred percent (100%) of the Contract, in conformance with the requirements of the Contract documents. No bid may be withdrawn within a period of thirty (30) days after the date fixed for opening bids.

The City Council of Aberdeen, South Dakota reserves the right to reject any and all bids, waive irregularities and accept the bid it deems most favorable and in the best interest of the City of Aberdeen after all bids have been examined.

By Order of the City Council of Aberdeen, South Dakota.

Dated this 7th Day of April, 2026.

By: /s/ Jordan McQuillen
Jordan McQuillen
Finance Office



Application for Residential Building Contractors License

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

Application must be complete for processing. Incomplete applications are subject to return and/or denial. (License(s) are valid from January 1 through December 31).

Section 1: Applicant Information			
Name/Business Name:	Rob Zahn / Zahn Cabinetry & Construction, Inc		
Address:		City, State, Zip Code:	
Phone Number:		Email Address:	
Mailing Address:		City, State, Zip Code:	

Section 2: License Information		
<input type="checkbox"/>	First Time Applicant	\$200.00
<input checked="" type="checkbox"/>	Renewal - EVERY THREE YEARS	\$150.00
<input type="checkbox"/>	Examination Fee (Fee will be charged each time examination is administered.)	\$35.00
The following must be submitted with this application and will be verified by the Building Inspection Department!		
<input checked="" type="checkbox"/>	Proof of Liability Insurance – Minimum Required – Aggregate \$300,000 with \$50,000 fire damage and \$300,000 each occurrence (The Building Official must be notified immediately if there is a change in the insurance provider or a change in coverage. An approved City License is no longer valid upon the expiration of Liability Insurance.)	
<input type="checkbox"/>	Proof of Worker’s Compensation Insurance (If applicable)	
<input checked="" type="checkbox"/>	Copy of Excise Tax License (An approved City License is no longer valid upon the expiration of SD Excise Tax License.)	
<input type="checkbox"/>	Examination (If Applicable)	Date Examination was passed:

Section 3: 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.	
	3/25/26
Signature	Date

Office Use Only	Fee Amount and Date Paid:	150.00 3/25	Receipt No.	RO1569834
<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal	Year:	2026	Bond/Insurance Policy No.	
Effective Date:	01/01/2026		Expiration Date:	12/31/2028
Approved By	Department Signature:			
City Council Approval Date:	License Number:			

City of Aberdeen, SD
Sales, Use, and Hotel Occupancy Tax Report
Quarter 4, 2025



General and Special Sales and Use Tax Report

2025 Period	2020**	2021**	2022**	2023	2024	2025
Period 01 (Dec prior year)	885,606.39	959,100.07	1,046,261.35	961,219.73	1,034,436.49	1,089,709.92
Period 02 (Jan)	629,194.94	747,667.99	750,189.46	785,729.66	817,609.04	824,509.58
Period 03 (Feb)	635,947.98	712,190.55	730,815.92	750,471.79	780,637.25	774,526.71
Period 04 (Mar)	850,466.11	908,177.99	932,075.04	883,688.46	879,949.26	967,820.02
Period 05 (Apr)	867,748.38	860,437.23	878,265.41	856,282.83	888,863.00	\$946,798.02
Period 06 (May)	954,408.35	849,573.84	945,403.32	906,193.43	914,533.28	\$957,957.12
Period 07 (Jun)	1,228,796.80	951,575.02	986,604.19	960,641.61	967,062.10	\$1,055,070.60
Period 08 (Jul)	988,901.99	833,189.80	893,933.12	859,920.43	903,874.15	940,559.88
Period 09 (Aug)	937,260.75	873,693.94	911,462.45	896,868.93	939,583.35	1,003,993.34
Period 10 (Sep)	904,027.42	864,460.87	894,952.05	902,400.96	955,728.50	\$1,020,536.12
Period 11 (Oct)	912,923.01	891,008.31	881,694.69	892,651.01	924,004.55	\$970,749.72
Period 12 (Nov)	793,160.82	839,925.09	853,445.27	892,373.91	906,609.81	\$981,310.48
Total Sales Tax	10,588,442.94	10,291,000.70	10,705,102.27	10,548,442.75	10,912,890.78	11,533,541.51
Audit Year to Date***	-	-	-	108,372.02	110,726.24	(202,295.32)
Total Sales and Use Tax YTD	10,588,442.94	10,291,000.70	10,705,102.27	10,656,814.77	11,023,617.02	11,331,246.19

Promotion Fund Sales Tax Report - Bed, Booze & Board Tax (BBB)

2025 Period	2020**	2021**	2022**	2023	2024	2025
Period 01 (Dec prior year)	96,269.99	86,893.59	101,951.70	88,880.63	114,898.21	120,586.83
Period 02 (Jan)	85,127.56	93,231.68	98,808.44	13,071.07	97,278.96	112,023.15
Period 03 (Feb)	91,069.61	92,518.12	99,628.13	98,808.44	100,129.34	100,970.57
Period 04 (Mar)	82,257.51	110,067.15	110,846.25	206,922.92	116,444.39	126,211.95
Period 05 (Apr)	55,056.57	107,574.83	106,290.16	96,222.99	111,208.38	\$118,692.84
Period 06 (May)	71,667.04	108,189.01	117,636.24	109,598.82	115,221.42	\$130,531.30
Period 07 (Jun)	84,324.00	109,645.02	128,361.00	21,656.05	127,906.62	132,624.11
Period 08 (Jul)	88,606.35	110,942.42	121,370.50	231,219.07	124,806.09	134,607.20
Period 09 (Aug)	99,947.75	111,271.25	127,458.36	141,169.56	149,436.85	152,656.34
Period 10 (Sep)	107,827.72	117,895.26	115,349.70	115,349.70	124,248.57	\$132,068.83
Period 11 (Oct)	109,703.48	123,916.27	119,527.69	119,527.69	125,177.81	\$139,101.83
Period 12 (Nov)	96,579.49	109,956.99	111,970.94	111,970.94	118,797.79	\$124,495.98
Total BBB Tax	1,068,437.07	1,282,101.59	1,359,199.11	1,354,397.88	1,425,554.43	1,524,570.93
BBB Audit Year to Date***	-	-	-	(58,688.39)	4,852.89	7,693.60
Total BBB Tax YTD	1,068,437.07	1,282,101.59	1,359,199.11	1,295,709.49	1,430,407.32	1,532,264.53

Hotel Occupancy Tax Report

2025 Period	2020**	2021**	2022**	2023	2024	2025
Period 01 (Dec prior year)	20,352.00	21,112.00	20,606.00	18,452.00	20,136.00	24,886.00
Period 02 (Jan)	21,256.00	22,330.00	22,460.00	20,206.00	19,928.00	24,168.00
Period 03 (Feb)	18,982.00	19,192.00	18,862.00	19,822.00	18,014.00	22,820.00
Period 04 (Mar)	15,028.00	25,174.00	25,174.00	25,376.00	23,710.00	28,264.00
Period 05 (Apr)	10,362.00	24,728.00	26,954.00	21,840.00	24,712.00	29,488.00
Period 06 (May)	12,692.00	26,384.00	25,290.00	27,836.00	27,346.00	29,899.00
Period 07 (Jun)	18,796.00	31,540.00	30,288.00	32,676.00	31,812.00	34,508.00
Period 08 (Jul)	25,252.00	28,350.00	30,786.00	29,444.00	33,398.00	31,818.00
Period 09 (Aug)	32,684.00	37,354.00	33,522.00	29,922.00	33,564.00	34,090.00
Period 10 (Sep)	29,618.00	28,154.00	27,446.00	31,006.00	31,958.00	38,592.00
Period 11 (Oct)	35,570.00	32,168.00	33,382.00	32,438.00	37,026.00	37,758.00
Period 12 (Nov)	29,646.00	26,034.00	26,934.00	28,834.00	27,646.00	34,922.00
Total Hotel Occupancy Tax YTD	270,238.00	322,520.00	321,704.00	317,852.00	329,250.00	371,213.00

*Sales Tax Refunds pursuant to Aberdeen City Code Sections 50-90 through 50-102.

**Sales Tax Audit Included in Period Receipts.

***Audit Year to Date tracks audit-related sales tax adjustments, including additional liabilities from underpayments and recoveries from prior overpayments (shown as negative amounts).

City of Aberdeen, SD
 Finance Office Treasury Report
 Quarter 4, 2025



FUND - CASH AND INVESTMENTS	OCTOBER	NOVEMBER	DECEMBER
101 GENERAL	10,833,054.97	14,184,604.50	11,133,683.03
202 PROMOTION	446,084.00	509,458.16	667,190.59
210 PARK & REC GIFT	1,167,961.26	1,319,410.81	1,312,157.62
213 BUSINESS IMPR. DISTRICT	2,071.26	31,205.09	9,693.13
215 AIRPORT	1,465,951.70	1,466,055.85	1,012,638.25
219 SPECIAL SALES TAX	5,712,505.52	5,860,003.96	5,910,545.85
220 PARKING	148,554.35	148,554.35	156,288.73
224 STORM WATER MAINT.	705,213.73	678,761.37	644,947.97
226 LIBRARY FINES	30,464.63	29,414.29	30,306.65
306 PARK & REC SOFTBALL BONDS	242,564.90	508.65	508.65
309 LIBRARY BONDS	1,336,977.40	990,152.40	1,030,578.39
314 CITY HALL REMODEL BONDS	392,138.60	130,144.85	139,681.62
300 TIF DISTRICT	872,789.32	1,824,053.68	443,457.74
319 PUBLIC WORKS FACILITY DEBT SERV	-	-	1,500,000.00
401 CEMETERY PERP. CARE	204,847.58	205,177.58	205,177.58
501 MOCC. CREEK PROJ.	2,386,750.65	2,386,648.15	2,316,218.14
508 PARK & REC PROJ.	(56,074.78)	(60,609.64)	81,106.14
519 PUBLIC WORKS FACILITY PROJECT	(763,735.91)	(771,158.91)	19,182,759.95
539 TIF DISTRICT #39 PROJ	686,922.80	626,407.24	626,407.24
602 WATER ENTERPRISE	5,560,193.88	4,668,135.72	3,392,178.15
604 SEWER ENTERPRISE	8,169,324.10	8,461,280.22	7,108,210.37
614 PARK & REC ENTERPRISE	449,448.74	411,874.26	463,776.28
615 GOLF ENTERPRISE	(11,661.64)	(49,050.70)	-
651 UNEMPLOYMENT COMP	28,615.28	28,615.28	24,336.41
652 CITY SELF INSURANCE	571,931.52	592,087.14	567,953.52
712 TRUST DEPOSIT	40,567.69	41,017.69	41,017.69
719 PARK & REC SALES TAX	60,402.37	18,263.57	31,851.37
720 PARK & REC TRUST	29,790.90	31,296.91	34,819.61
723 EMPLOYEE FLEX	54,249.52	59,873.88	62,436.09
TOTAL ALL FUNDS	40,767,904.34	43,822,186.35	58,129,926.75

CASH AND CASH EQUIVALENTS	OCTOBER	NOVEMBER	DECEMBER
WELLS FARGO BANK	10,250,863.95	13,194,776.17	7,307,774.65
DACOTAH BANK	15,326,816.73	15,392,389.40	15,457,723.05
PLAINS COMMERCE BANK	214,130.31	214,316.28	214,488.91
SD FIT	14,976,093.35	15,020,704.50	35,149,940.15
TOTAL CASH AND CASH EQUIVALENTS	40,767,904.34	43,822,186.35	58,129,926.76



CITY OF ABERDEEN

Community Development
123 Lincoln Street South
Aberdeen, South Dakota 57401
(605)-626-7017

March 31, 2026

THE FLOWER SHOP LLC
JOE STAVIG
5013 S BIRCHWOOD AVE
SIOUX FALLS SD 57108

Account # 2024-8

Your Permit at **2727 6th Ave SE, Suite 103** for the period April 17, 2026 - April 16, 2027 is attached.



CITY OF ABERDEEN

2027
PERMIT NO.
2024-8

PERMIT MEDICAL CANNABIS DISPENSARY

THE FLOWER SHOP LLC
5013 S BIRCHWOOD AVE
SIOUX FALLS SD 57108

LOCATION: 2727 6th Ave SE, Suite 103

EXPIRES: 4/16/2027



Community Development Director

3/31/26
Date



Home Day Care Operator License Application

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

- New
- Renewal
- Transfer

Home Day Care Operator License is for a home with more than six and under twelve children (including the provider's own children who are under the age of six years) being cared for at any one time and which is insured only by a commercial insurance policy covering in-home childcare.

Section 1: Home Day Care Operator/Applicant Information			
Last Name	Franken	First Name	Jenna
Doing Business As (DBA if applicable):			
Street Address (NO PO Box):		City, State, and Zip Code: Aberdeen SD 57401	
Phone Number:		Email:	
Section 2: Additional Background Questions (all questions must be answered)			
1. How many children do you expect to care for?	10	2. What age will the children be?	6 weeks to 5yr
3. Do you own the premises where the home day care is to be operated?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, please provide the name, address, and phone number of the legal owner of the property:			
Property Owner First and Last Name	Address, City, State, Zip Code		Phone number
4. Are you now or have you ever been listed on the South Dakota Registry for Abuse and Neglect, or any similar registry list maintained by another state?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please list the state(s):			
5. Are you now or have you ever been listed on the South Dakota Sex Offender Registry, or any similar registry or list maintained by another state?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please list the state(s):			
6. Have you been convicted of a felony within the last five (5) years?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Do you have a current CPR and First Aid Certification? (Please provide copies)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you currently registered with the Department of Social Services (DSS)? <small>(For information on registering with DSS, please call 605-626-3160 or DSSRegion5EA@state.sd.us)</small>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Section 3: Request to make Day Care Contact Information Public			
<input checked="" type="checkbox"/> YES	I want the City of Aberdeen to include the information in Section 1 on a publicly available listing of licensed Home Day Care. I understand the City will disclose my contact information but will make no recommendations as to the fitness, quality, or acceptability of any individual Home Day Care, other than that such Home Day Care is Duly Licensed by the City.		
<input type="checkbox"/> NO			

CONSENT TO DISCLOSURE: By signing below, Applicant consents to the following: (1) to disclosure by the South Dakota Department of Social Services of information regarding whether Applicant is listed on the South Dakota Central Registry for Abuse and Neglect; and (2) to disclosure by the South Dakota Division of Criminal Investigation and any other local, state, or federal law enforcement agency or child welfare agency of all information from any state or national criminal history record check of Applicant.

All individuals living in the household must consent to a background check. Failure to comply will result in denial, suspension, and/or revocation of your license and/or application.

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

Date 3/13/26

Signature Jenna Franken

Printed Name Jenna Franken





HOME DAY CARE LICENSE

Staff Routing Sheet
For License Renewals

Renewal Licensee/Applicant's Name, Address and City License Number (if renewal):
Jenna Franken, [REDACTED], Aberdeen, SD | Ph: [REDACTED] | License Number: [REDACTED]

FIRE MARSHAL:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Max Stoltenburg</u> Max Stoltenburg (Mar 19, 2026 14:47:31 CDT)
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Notes: (Signature)

POLICE:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Tanner Jondahl</u> Tanner Jondahl (Mar 23, 2026 09:55:43 CDT)
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Notes: (Signature)

Nothing E-courts or Flex

CITY ATTORNEY:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Ron Wager</u> Ron Wager (Mar 26, 2026 07:50:37 CDT)
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Notes: (Signature)

COMM. DEVEL.:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Ken Hubbart</u> Ken Hubbart (Mar 18, 2026 16:57:27 CDT)
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Notes: (Signature)

FINANCE OFFICE:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Steven Thithavong</u> Steven Thithavong (Mar 18, 2026 16:49:00 CDT)
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Notes: (Signature)

New Lic. Exp: 3/1/2028, CPR Exp: 11/30/27, 1st Aid Exp: 2/29/28, Ins. Exp: 6/3/26



Home Day Care Operator License Application

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

- New
- Renewal
- Transfer

Home Day Care Operator License is for a home with more than six and under twelve children (including the provider's own children who are under the age of six years) being cared for at any one time and which is insured only by a commercial insurance policy covering in-home childcare.

Section 1: Home Day Care Operator/Applicant Information			
Last Name	Klappench	First Name	Suse
Doing Business As (DBA if applicable):			
Street Address (NO PO Box):		City, State, and Zip Code:	
Phone Number:		Email:	
Section 2: Additional Background Questions (all questions must be answered)			
1. How many children do you expect to care for?	12	2. What age will the children be?	0-4
3. Do you own the premises where the home day care is to be operated?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, please provide the name, address, and phone number of the legal owner of the property:			
Property Owner First and Last Name	Address, City, State, Zip Code		Phone number
4. Are you now or have you ever been listed on the South Dakota Registry for Abuse and Neglect, or any similar registry list maintained by another state?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please list the state(s):			
5. Are you now or have you ever been listed on the South Dakota Sex Offender Registry, or any similar registry or list maintained by another state?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please list the state(s):			
6. Have you been convicted of a felony within the last five (5) years?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Do you have a current CPR and First Aid Certification? (Please provide copies)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you currently registered with the Department of Social Services (DSS)? <small>(For information on registering with DSS, please call 605-626-3160 or DSSRegion5EA@state.sd.us)</small>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Section 3: Request to make Day Care Contact Information Public			
<input type="checkbox"/> YES	I want the City of Aberdeen to include the information in Section 1 on a publicly available listing of licensed Home Day Cares. I understand the City will disclose my contact information but will make no recommendations as to the fitness, quality, or acceptability of any individual Home Day Care, other than that such Home Day Care is duly Licensed by the City.		
<input checked="" type="checkbox"/> NO			

CONSENT TO DISCLOSURE: By signing below, Applicant consents to the following: (1) to disclosure by the South Dakota Department of Social Services of information regarding whether Applicant is listed on the South Dakota Central Registry for Abuse and Neglect; and (2) to disclosure by the South Dakota Division of Criminal Investigation and any other local, state, or federal law enforcement agency or child welfare agency of all information from any state or national criminal history record check of Applicant.

All individuals living in the household must consent to a background check. Failure to comply will result in denial, suspension, and/or revocation of your license and/or application.

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

3/12/2024
Date

Suse Klappench
Signature
Suse Klappench
Printed Name





HOME DAY CARE LICENSE

Staff Routing Sheet
For License Renewals

Renewal Licensee/Applicant's Name, Address and City License Number (if renewal):
Susie Klapperich, [REDACTED] Aberdeen, SD | Ph: [REDACTED] | License Number: [REDACTED]

FIRE MARSHAL:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Max Stoltenburg</u> Max Stoltenburg (Mar 27, 2026 11:46:29 CDT)
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Notes: (Signature)

POLICE:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Tanner Jondahl</u> Tanner Jondahl (Mar 27, 2026 14:07:20 CDT)
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Notes: (Signature)

Nothing E-courts or Flex

CITY ATTORNEY:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Ron Wager</u> Ron Wager (Mar 27, 2026 14:21:05 CDT)
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Notes: (Signature)

COMM. DEVEL.:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Ken Hubbard</u> Ken Hubbard (Mar 27, 2026 11:16:43 CDT)
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Notes: (Signature)

FINANCE OFFICE:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Steven Thithavong</u> Steven Thithavong (Mar 27, 2026 09:50:03 CDT)
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Notes: (Signature)

CPR & 1st Aid Exp: 9/30/27, Insurance Exp: 11/20/26 (covers up to 12 children)



Application for Taxicab/Motor Bus Driver License

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

New license fees are \$25.00. Renewal fees are \$20.00. Replacement Badge is \$10.00. Please submit a copy of a current driver's license and a completed consent to background check form. Taxicab/Motor Bus Driver Licenses are valid from January 1 through December 31.

Section 1: Applicant Information			
Last Name:	<i>Kehr</i>	First Name:	<i>Alexander</i>
		Middle Name:	[REDACTED]
Address:	[REDACTED]	City/State/Zip:	[REDACTED]
Mailing Address:	[REDACTED]	City/State/Zip:	11 11 11
Phone Number:	[REDACTED]	Email Address:	[REDACTED]

Section 2: Applicant Background and Relevant Experience	
**** If this is a renewal license, please skip 1, 2, and 3. ****	
1. List of Residences for the Past 10 Years (Include City and State)	
[REDACTED]	
2. List Previous Experience	
[REDACTED]	
3. Types of Vehicles Operated	
[REDACTED]	
4. Are you addicted to and currently using alcohol or drugs? (If yes, explain below)	
[REDACTED]	
5. Have you received judgments for more than three (3) moving traffic violations in the last three (3) years, or at least one violation involving reckless driving or driving on a suspended or revoked license in the last three (3) years?	
[REDACTED]	



NOTICE OF HEARING UPON APPLICATION FOR
SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application for an alcoholic beverage license has been filed with the City Council of the City of Aberdeen by the following named person(s) at the following address:

New Retail On-Off Sale Malt Beverage & SD Farm Wine
Costa Brava LLC dba Costa Brava Peruvian Kitchen
104 S Main St, Suite 112, Aberdeen, South Dakota 57401

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that said application will be considered by the City Council in City Council Chambers, 123 South Lincoln Street, Municipal Building, in the City of Aberdeen, South Dakota on the 20th day of April 2026 at 5:30 p.m., when and where any persons interested in the approval or rejection of such application may appear and be heard.

Dated this 30th day of March 2026.

/s/Jordan McQuillen
Finance Officer

Date Received: _____
 Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. _____

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <i>Costa Brava LLC</i>		Phone Number <i>605 418 4045</i>	
Address <i>716 N Washington St</i>	City <i>Aberdeen</i>	State <i>SD</i>	Zip <i>57401</i>

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <i>Costa Brava Peruvian Kitchen</i>		Phone Number <i>605 418 4045</i>	
Address <i>104 Main St, Ste 112</i>	City <i>Aberdeen</i>	State <i>SD</i>	Zip <i>57401</i>

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR
 (Submit separate application for each class of license).

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

Is this license in active use?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
County	<i>Brown</i>
Do you own or lease this property?	<input type="checkbox"/> OWN <input checked="" type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

D. LEGAL DESCRIPTION OF LICENSED PREMISES

LT 1-2 & N 20.9' & W 42' OF S 4.1' LT 3 & W 42' OF N 19' LT 4 BK 10 ORIGINAL PLAT, SUITE 112

- E. State Sales Tax Number [REDACTED]
- F. New License Transfer? (\$150) Re-issuance

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

Date <i>03/30/26</i>	Print Name <i>Franklin Ramos</i>	Signature 
-------------------------	-------------------------------------	--

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

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
--------------------------	------

Renewal—no public hearing held:
 Establishment is ineligible for video lottery:
 Amount of fee collected with application: \$ _____
 Amount of fee retained: \$ _____
 Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

**Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC <i>Costa Brava LLC</i>		
Address of office and principal place of business of corporation/partnership/LP/LLC <i>104 S Main St, Ste 112</i>		
City <i>Aberdeen</i>	State <i>SD</i>	Zip Code <i>57401</i>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES [] NO

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

Name	Office	Address	Occupation
<i>Franklin Ramos</i>		<i>716 N Washington St</i>	<i>chef</i>

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location

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

<i>104 S Main St, Ste 112, Aberdeen SD</i>
--

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner 	Date <i>03/30/26</i>
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City of Aberdeen

Council Agenda Memo

Agenda Item **5J**

Meeting Date:	4/6/2026	Department:	Water Reclamation
Agenda Section:	Consent	Presented by:	Amanda Fischer, Superintendent
Res./Ord. Number:	NA	Attachments:	1

Agenda Item Title:

Publication of the Second Amendment to the Findings of No Significant Impact for the Water Reclamation Facility Improvements Project.

Proposed or Possible Action:

Motion and second to authorize the publication to the FNSI for the WRF Improvements Project.

Overview:

On March 26, 2026, Aberdeen received CWSRF-06 for \$16,198,000 at 4% interest for 30 years. As required by guidelines for the preparation of the environmental impact statement, an environmental review has been performed on the proposed loan. The FNSI must be published a minimum of one time in Aberdeen’s legal newspaper for public review and comment.

Financial Consideration:

NA

Attachments:

1. CWSRF-06 Second Amendment to FNSI

DATE: April 9, 2026

SECOND AMENDMENT TO THE FINDING OF NO SIGNIFICANT IMPACT

TO ALL INTERESTED GOVERNMENTAL AGENCIES AND PUBLIC GROUPS

As required by guidelines for the preparation of environmental impact statements, an environmental review has been performed on the proposed Clean Water State Revolving Fund action below:

PROJECT: Water Reclamation Facility Improvements

LOCATION: Aberdeen (Brown County), South Dakota

PROJECT NUMBER: C461072-05

TOTAL FUNDING/
SRF C461003-06 SHARE: \$102,521,000 / \$16,198,000

The city of Aberdeen is constructing a Water Reclamation Facility Improvements project. Aberdeen received a \$32,426,100 Clean Water State Revolving Fund (CWSRF) Loan and a \$18,896,900 American Rescue Plan act grant on April 13, 2022, as well as an additional \$30,000,000 CWSRF loan on March 27, 2025. The original Finding of No Significant Impact, which was published on November 1, 2023, and amended on May 22, 2025, is hereby amended to reflect the additional funding the city of Aberdeen has received for the completion of this project.

On March 26, 2026, Aberdeen received a third CWSRF loan for \$16,198,000 at 4.00 percent for 30 years. Aberdeen has pledged a surcharge to repay this third loan. The surcharge is \$15.00 per user per month.

The Water Reclamation Facility Improvements project will not affect any historical or archaeological resources as determined by a Cultural Resources Inventory Survey of the project area. In the event of an archaeological or historical resource being unearthed during construction, work will be stopped and the State Historic Preservation Office will be notified. The project should have no direct or indirect adverse effects on plant life or wildlife. The improvements, if necessary, will be flood proofed to above the 100-year base flood elevation. The proposed project will not adversely affect wetlands. The United States Department of Agriculture determined that there will be no significant impact on farmland of statewide importance in Brown County, and the Department of Agriculture determined that no further alternatives need be considered.

The review process did not indicate that significant environmental impacts would result from the proposed project. Consequently, a preliminary decision not to prepare an Environmental Impact Statement has been made. This action is taken on the basis of a careful review of the engineering report, environmental information documents, and other supporting data which are on file at the Department of Agriculture and Natural Resources (DANR), Division of Financial and

Technical Assistance, Pierre, South Dakota, and are available for public scrutiny at the city office in Aberdeen, South Dakota.

Comments supporting or disagreeing with this decision may be submitted to DANRMail@state.sd.us for consideration by DANR. After evaluating the comments received, the Department will make a final decision; however, no final administrative action will be taken on the project for at least 30 calendar days after release of the Second Amendment to the Finding of No Significant Impact.



Tina McFarling, Program Administrator
Environmental Funding Program

Published once at an approximate cost of \$ _____



Application for City License(s)

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

Applicants must submit a surety bond meeting the requirements listed below with the application. Application must be complete for processing. Incomplete applications are subject to return and/or denial. (License(s) are valid from January 1 through December 31).

Section 1: Applicant Information			
Name/Business Name:	Brandon Hinz Hinz Concrete LLC		
Address:		City, State, Zip Code:	
Phone Number:		Email Address:	
Mailing Address:		City, State, Zip Code:	

Section 2: Type of License Applying For		
	License Type & Info	New/Renewal Fees
<input type="checkbox"/>	<u>ADVERTISING/SIGN HANGING</u> : Application requires surety bond of \$10,000 or, in lieu of bond, insurance certificate with limits not less than 100,000 each person/\$300,000 each accident/\$25,000 property damage	\$150.00
<input type="checkbox"/>	<u>COMMERCIAL GARBAGE HAULER</u> : Application requires surety bond of \$1,000	\$350.00
<input type="checkbox"/>	<u>EXCAVATOR</u> : Application requires a surety bond of \$5,000 (CALENDAR YEAR BOND)	\$210.00
<input type="checkbox"/>	<u>WATER & SEWER CONTRACTOR</u> : Application requires surety bond of \$10,000 (CALENDAR YEAR BOND) <i>***this license does not require a separate excavator license***</i>	\$300.00
<input checked="" type="checkbox"/>	<u>SIDEWALK CONTRACTOR</u> : Application requires surety bond of \$5,000.00 (CALENDAR YEAR BOND) requiring replacement of work not laid in accordance with required specifications within 3-year period if so, determined by City Engineer <i>***this license does not require a separate excavator license***</i>	\$150.00

Section 3: 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	3/30/26 Date

Office Use Only	Fee Amount and Date Paid: 150.00 3/30/26	Receipt No. R01570356
<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal	Year: 2026	Bond/Insurance Policy No. [REDACTED]
Effective Date: 01/01/26	Expiration Date: 12/31/26	
Approved By	Department Signature:	
City Council Approval Date:	License Number:	



City of Aberdeen

Council Agenda Memo

Agenda Item **6A**

Meeting Date:	4/6/2026	Department:	Community Development
Agenda Section:	Old Business	Presented by:	Ken Hubbart Community Development Director
Res./Ord. Number:	26-03-01	Attachments:	4

Agenda Item Title:

Petition to rezone from A-1 to R-2, Property at 903 25th Avenue NE, legally described as Lot 12, Gugel’s First Subdivision, in the SW¼ of Section 6-Township 123 North-Range 63 West of the 5th P.M., Brown County, South Dakota.

Proposed or Possible Action:

Motion by _____, Second by _____ to approve second reading/final adoption of proposed Ordinance 26-03-01.

Overview:

The owner has purchased this property with the intention of constructing a single family home. This request will bring the property into compliance with its size and use in order to obtain the necessary permits to begin construction.

Financial Consideration:

N/A

Attachments:

1. Staff Report
2. Petition
3. Overview Map
4. Location Map



Aberdeen City Planning Commission

Staff Report

Rezone A-1 to R-2

Meeting Date: **March 17, 2026**

GENERAL INFORMATION

PETITIONER	Thomas Miller
REQUEST	Rezone from (A-1) Agricultural District to (R-2) Medium Density Residential District
LEGAL DESCRIPTION	Lot 12, Gugel's First Subdivision, in the SW ¹ / ₄ of Section 6, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota
LOCATION	903 25 th Avenue NE – vacant lot one block north of Holgate Middle School
EXISTING ZONING	Agricultural District
PROPOSED ZONING	Medium Density Residential District
SURROUNDING ZONING	
North:	Medium Density Residential District / Special Density Residential District
South:	Medium Density Residential District
East:	Medium Density Residential District / Special Density Residential District
West:	Medium Density Residential 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 bring the property into a district that is consistent with its size and will allow for future single-family residential development.

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

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):	Thomas Miller				
Phone:	630-390-5189				
Mailing Address:	5 W Melgaard Rd, Apt 3				
City:	Aberdeen	State:	SD	Zip:	57401

Property Information					
Address/Location:	903 25th Ave NE, Aberdeen, SD 57401				
Legal Description:	Vacant lot Lot 12, Gugel's First Subdivision in the SW 1/4 of Sec. 6 - T123N-R63W				
Current Zoning:	A-1	Proposed Zoning:	R-2	PAID FEB 17 2026 CITY FINANCE OFFICE ABERDEEN, SOUTH DAKOTA	
Size of Parcel:	1.03 Acres				
Existing Land Use:	None				

Purpose of Petition
Plan to put a house on the property and live there.

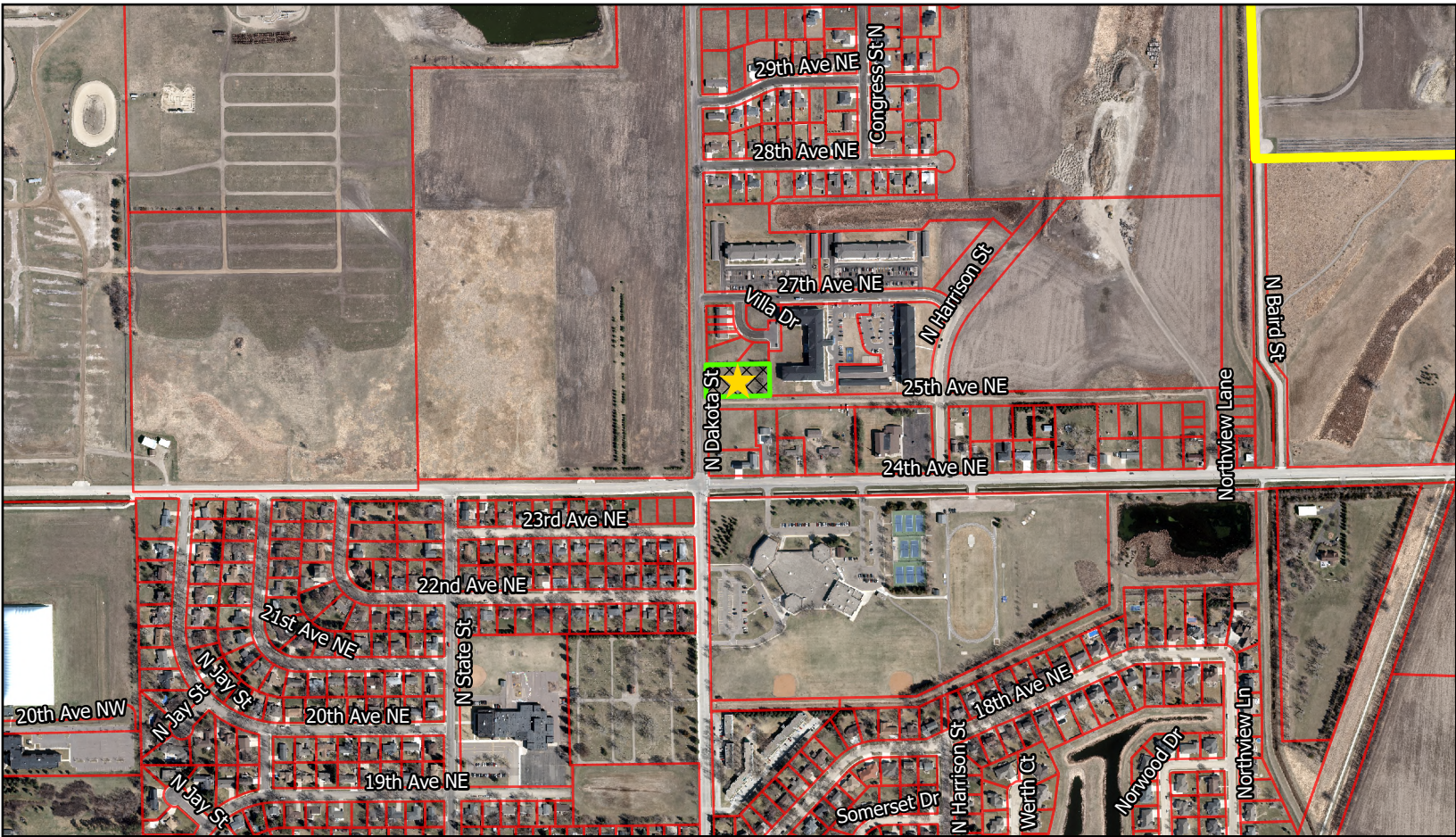
	2/16/2026
Signature	Date

Office Use Only					
Ordinance No:	26-03-01				
Date:	2/17/26	Receipt #	R01562028	Fee:	250 ⁰⁰
Sign Issued <input checked="" type="checkbox"/>				Site Plan <input type="checkbox"/>	
PC Meeting:	3/17/26	1 st Reading:	3/23	2 nd Reading/Final Adoption:	4/16/26
Received By:	EM				

Rezone Overview

Address: 903 25th Ave NE

Legal Description: Lot 12, Gugel's First Subdivision in the SW1/4 of Sec. 6-T123N-R63W Addition.



For Advisory purposes only; not a legal document.



Rezone Proposal

Address: 903 25th Ave NE

Legal Description: Lot 12, Gugel's First Subdivision in the SW1/4 of Sec. 6-T123N-R63W Addition.

Current Zoning: A-1 (Agricultural District)

Proposed Zoning: R-2 (Medium Density Residential)



Ordinance No: 26-03-01

Date: 2/19/2026

First Reading: March 23, 2026
Second Reading: (TENT.) April 6, 2026
Adopted: (TENT.) April 6, 2026
Published: (TENT.) April 9, 2026
Effective Date: (TENT.) April 29, 2026



ORDINANCE NO. 26-03-01
AN ORDINANCE AMENDING ORDINANCE NO. 1164 TO
REZONE CERTAIN DESCRIBED PROPERTY

BE IT ORDAINED by the Aberdeen City Council, Brown County, South Dakota, that the petition to amend Ordinance No. 1164 to rezone the following described property filed by Thomas Miller, is hereby granted and Ordinance No. 1164 is hereby amended to change the zoning on the following described property from (A-1) District to (R-2) District, said property is described as follows:

Lot 12, Gugel's First Subdivision in the SW ¼ of Sec. 6-T123N-R63W

BE IT FURTHER ORDAINED by the Aberdeen City Council, Brown County, Aberdeen South Dakota, that the zoning official for the City of Aberdeen is hereby authorized to change the official zoning map for the City of Aberdeen to reflect this Ordinance.

Dated this 6th day of April 2026.

Mayor

ATTEST:

Finance Officer

Notice of Hearing: February 26, 2026
First Reading: March 23, 2026
Second Reading: (TENT.) April 6, 2026
Adopted: (TENT.) April 6, 2026
Published: (TENT.) April 9, 2026
Effective Date: (TENT.) April 29, 2026



City of Aberdeen

Council Agenda Memo

Agenda Item **6B**

Meeting Date:	4/6/2026	Department:	Community Development
Agenda Section:	Old Business	Presented by:	Ken Hubbart Community Development Director
Res./Ord. Number:	26-03-02	Attachments:	4

Agenda Item Title:

Petition to rezone from R-2 to M, Property at 1400 Third Street S, legally described as Lot 1, Simmon’s School Subdivision, in the SW¼ of Section 24-Township 123 North-Range 64 West of the 5th P.M., Brown County, South Dakota.

Proposed or Possible Action:

Motion by _____, Second by _____ to approve second reading/final adoption of proposed Ordinance 26-03-02.

Overview:

The applicant is requesting this petition to rezone in order to bring the property into a district more conducive to its use as a public educational institution.

Financial Consideration:

N/A

Attachments:

1. Staff Report
2. Petition
3. Overview Map
4. Location Map



Aberdeen City Planning Commission

Staff Report

Rezone R-2 to M

Meeting Date: **March 17, 2026**

GENERAL INFORMATION

PETITIONER	Aberdeen School District No. 6-1
REQUEST	Rezone from (R-2) Medium Density Residential District to (M) Municipal, State, and County Use District
LEGAL DESCRIPTION	Lot 1, Simmons School Subdivision, in the SW ¹ / ₄ of Section 24, Township 123 North, Range 64 West of the 5th P.M., Brown County, South Dakota
LOCATION	1400 Third Street South – Simmons Middle & Elementary Schools
EXISTING ZONING	Medium Density Residential District
PROPOSED ZONING	Municipal, State, and County Use District
SURROUNDING ZONING	
North:	Medium Density Residential District & Unrestricted Industrial District
South:	Medium Density Residential District
East:	Medium Density Residential District
West:	Medium Density Residential 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 bring the property into a district that is consistent with its use as a public educational institution. This will allow for a more streamlined process for any future improvements to the campus.

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

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):	Aberdeen School District No. 6-1			
Phone:				
Mailing Address:	1224 S. Third St.			
City:	Aberdeen	State:	SD	Zip: 57401

Property Information			
Address/Location:	1400 Third Street S.		
Legal Description:	Lot 1, Simmon's School Subdivision in the SW 1/4 Sect. 24 - T123N - R64W of the 5 th PM, Brown County, South Dakota		
Current Zoning:	R-2	Proposed Zoning:	M
Size of Parcel:	20.29 acres		
Existing Land Use:	Elementary and Middle School.		

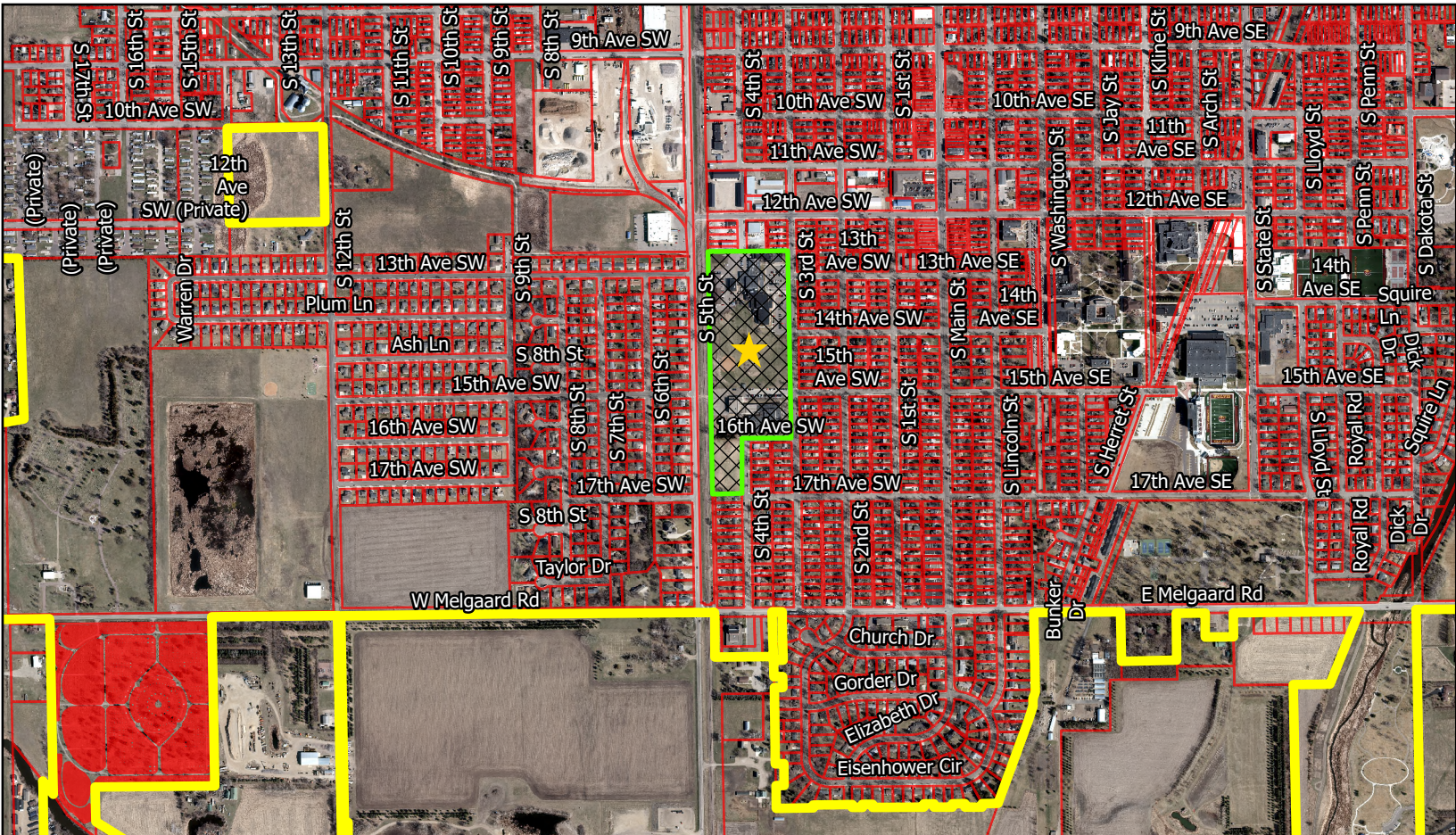
Purpose of Petition	
<div style="font-family: cursive; font-size: 1.5em; margin-bottom: 5px;">Ben Simmon</div> <hr style="border: 0; border-top: 1px solid black;"/> Signature	<div style="font-family: cursive; font-size: 1.5em; margin-bottom: 5px;">2/11/26</div> <hr style="border: 0; border-top: 1px solid black;"/> Date

Office Use Only					
Ordinance No:	26-03-02				
Date:	2/19/26	Receipt #		Fee:	N/A
Sign Issued <input type="checkbox"/>			Site Plan <input type="checkbox"/>		
PC Meeting:	3/17/26	1 st Reading:	3/23/26	2 nd Reading/Final Adoption:	4/6/26
Received By:	EM				

Rezone Overview

Address: 1400 3rd St S.

Legal Description: Lot 1, Simmon's School Subdivision in the SW1/4 Sect. 24-T213N-R64W of the 5th PM, Brown County, South Dakota.



For Advisory purposes only; not a legal document.



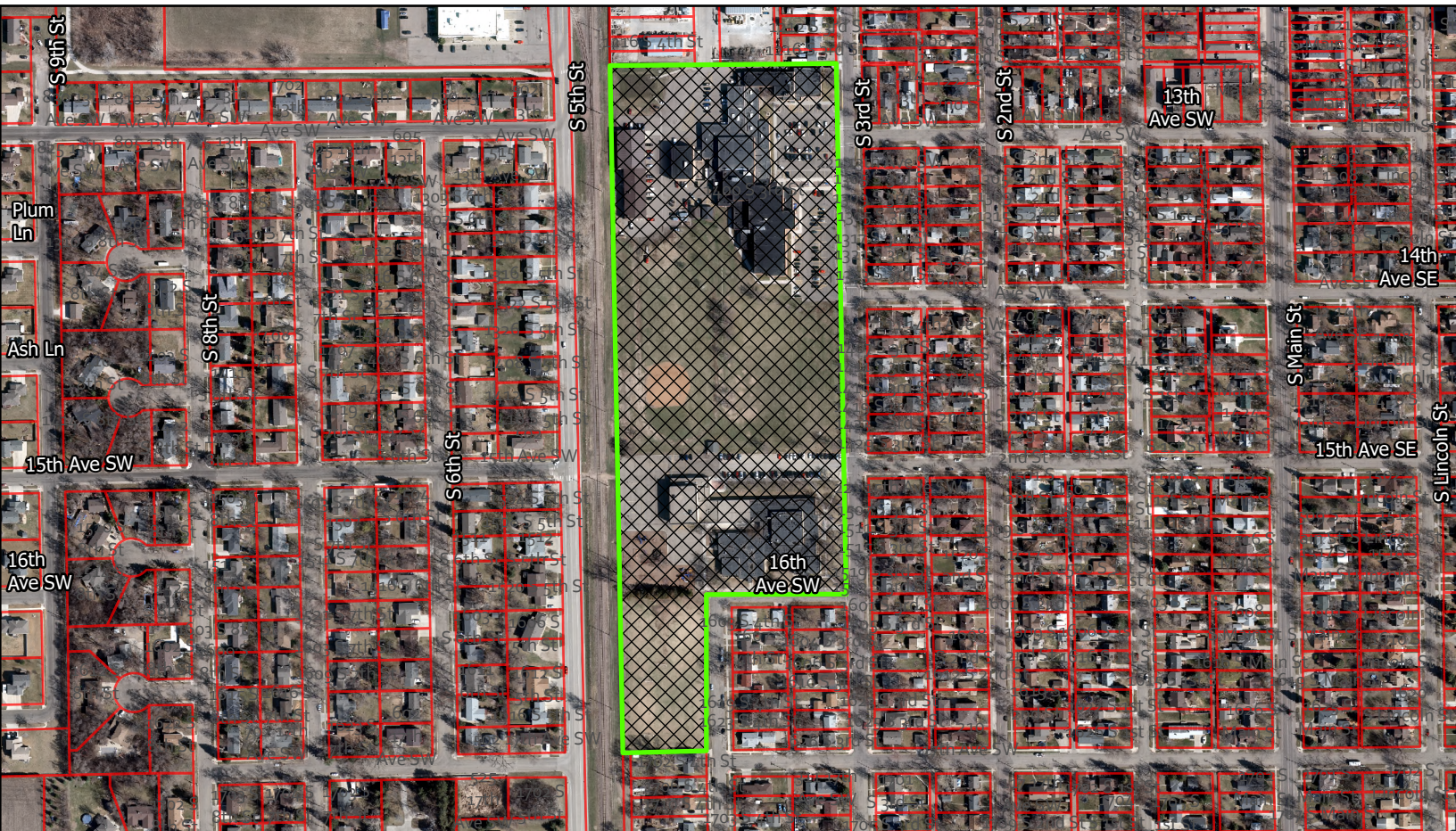
Rezone Proposal

Address: 1400 3rd St S.

Legal Description: Lot 1, Simmon's School Subdivision in the SW1/4 Sect. 24-T213N-R64W of the 5th PM, Brown County, South Dakota.

Current Zoning: R-2 (Medium Density Residential)

Proposed Zoning: M (Municipal, state and county use district)



Ordinance No: 26-03-02

Date: 2/23/2026

First Reading: March 23, 2026
Second Reading: (TENT.) April 6, 2026
Adopted: (TENT.) April 6, 2026
Published: (TENT.) April 9, 2026
Effective Date: (TENT.) April 29, 2026



ORDINANCE NO. 26-03-02
AN ORDINANCE AMENDING ORDINANCE NO. 1164 TO
REZONE CERTAIN DESCRIBED PROPERTY

BE IT ORDAINED by the Aberdeen City Council, Brown County, South Dakota, that the petition to amend Ordinance No. 1164 to rezone the following described property filed by Thomas Miller, is hereby granted and Ordinance No. 1164 is hereby amended to change the zoning on the following described property from (R-2) District to (M) District, said property is described as follows:

Lot 1, Simmon’s School Subdivision in the SW 1/4 of
Sect. 24-T123N-R64W of the 5th P.M. Brown County, South Dakota

BE IT FURTHER ORDAINED by the Aberdeen City Council, Brown County, Aberdeen South Dakota, that the zoning official for the City of Aberdeen is hereby authorized to change the official zoning map for the City of Aberdeen to reflect this Ordinance.

Dated this 6th day of April 2026.

Mayor

ATTEST:

Finance Officer

Notice of Hearing: February 26, 2026
First Reading: March 23, 2026
Second Reading: (TENT.) April 6, 2026
Adopted: (TENT.) April 6, 2026
Published: (TENT.) April 9, 2026
Effective Date: (TENT.) April 29, 2026



City of Aberdeen

Council Agenda Memo

Agenda Item 6C

Meeting Date:	4/6/2026	Department:	Community Development
Agenda Section:	Old Business	Presented by:	Ken Hubbart, Community Development Director
Res./Ord. Number:	26-03-05	Attachments:	3

Agenda Item Title:

An ordinance amending the sign regulations of the Aberdeen City Code.

Proposed or Possible Action:

Motion by _____, Second by _____ to approve second reading/final adoption of proposed Ordinance 26-03-05.

Overview:

This ordinance is requested in order to amend the sign regulations found in Chapter 60 of the Aberdeen City Code. This comprehensive amendment is a product of the Community Development Department addressing staff and customer concerns with our long-standing sign ordinance. We feel that this effort has brought our ordinance into modern times and increased opportunities for advertising while preserving the community aesthetic.

Financial Consideration:

N/A

Attachments:

Staff Report

Red-lined Ordinance

Clean Version if approved



Aberdeen City Planning Commission

Staff Report

Ordinance 26-03-05

Meeting Date: **March 17, 2026**

GENERAL INFORMATION

PETITIONER	City of Aberdeen
REQUEST	An ordinance amending the sign regulations of the Aberdeen City Code
REPORTED BY	Eric Miller

RECOMMENDATION: Staff recommends approval of this Ordinance.

GENERAL COMMENTS: This Ordinance is requested to amend the sign regulations in Chapter 60 of the Aberdeen City Code. This is a comprehensive amendment to the sign regulations of the Aberdeen City Code including cleanup of grammar, clarifying language of regulations, and removal of unused, outdated, or redundant language; these amendments are requested in order to make the interpretation and implementation of the regulations easier for property owners and staff alike. The most significant changes to the sign code include the following: allowing for off-premises signs in the A-1 (Agricultural) District as a land use secondary to agriculture, clarifying the definition of “Institutional Sign” and increasing the allowable sizes of these signs, eliminating the additional 25 feet setback for digital off-premises signs versus static off-premises signs, increasing the maximum size of off-premise signs from 275 sq. ft. to 300 sq. ft., creating an allowance for a sign identifying a commercial project on an active construction site, increasing the size of signs for residential subdivisions under development, increasing the duration portable signs may be displayed and allowing for non-rigid materials to be used for a portable sign making it easier for businesses to advertise sales or special events, and to create a definition and provision for the installation of “Neighborhood Signs” to identify completed residential subdivisions.

REVIEW: Staff have reviewed this Ordinance and concur with its approval.

Review & Recommendation of Planning
Commission: March 17, 2026
Public Hearing: _____
First Reading: _____
Second Reading: _____
Final Adoption: _____
Published: _____
Effective Date: _____

ORDINANCE NO. 26-03-05

**AN ORDINANCE AMENDING THE SIGN REGULATIONS
OF THE ABERDEEN CITY CODE**

WHEREAS, the City Council of the City of Aberdeen is charged with providing for the health, safety, and property of its citizens, and does so through the comprehensive zoning regulations adopted at Chapter 60 - ZONING of the Aberdeen City Code; and

WHEREAS, the Community Development Department conducted a comprehensive review of the sign regulations in Chapter 60 and determined that certain updates and adjustments were necessary to alleviate unnecessary burdens upon businesses and property owners in the municipality; and

WHEREAS, Section 60-286 provides that no amendment, supplement, or change to Chapter 60 shall become effective unless it shall have been proposed by, or shall first have been submitted to, the planning and zoning commission for review and recommendation; and

WHEREAS, pursuant to Sec. 60-286, the City of Aberdeen planning and zoning commission held a public hearing on March 17, 2026, upon notice properly given, to study and report on the proposed amendment to the Zoning ordinance, and thereafter approved and recommended adoption of the amendment by the City Council; and

WHEREAS, the City Council has determined that the following amendment will bring the ordinance into compliance with state law.

BE IT ORDAINED BY THE CITY OF ABERDEEN, SD, THAT THE FOLLOWING CHANGES AND ADDITIONS SHALL BE MADE TO THE ABERDEEN CITY CODE:

1. Section 60-1 and Sections 60-339 through 344 are hereby amended with underline indicating text to be added and ~~striketrough~~ indicating text to be deleted and the remainder of Chapter 60 – ZONING to be left unaffected:

Sec. 60-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Sign type means canopy, freestanding, projecting wall, roof, wall, wall/roof, ~~and blade~~ and channel letter signs. The term "sign type" pertains to the location of a sign on a property or structure, and the method of support or attachment as follows:

- (1) *Canopy sign.* A canopy sign includes awnings and marquees. An overhead covering projecting from and attached to a building, and the attachments thereto.
- (2) *Freestanding sign.* A freestanding sign is structurally self-supporting and not attached to any other structure.
- (3) ~~Projection~~Projecting wall sign. A ~~projection~~projecting wall sign is attached to and supported by a building, projecting more than 12 inches from the wall to which it is attached. A projecting wall sign shall not extend above the roofline.
- (4) *Roof sign.* A roof sign is erected above the roofline of a building and which is wholly supported by the building.
- (5) *Wall sign.* A wall sign is a rigid sign affixed to an exterior wall of a building and which projects 12 or fewer inches from the wall.
- (6) *Wall/roof sign.* A wall/roof sign is a projecting wall sign which projects above the roofline of a building and which is wholly supported by the building.
- (7) ~~Blade sign. An attached sign oriented perpendicular to the face of the building which any part of the sign projects more than 12 inches and does not include a canopy sign or awning sign.~~Channel letter sign. A 3-dimensional sign where each letter, number, or symbol is a separate, individual unit.

Sign use means the way in which a sign is used based on the function of the sign and/or its relationship to the property on which it is located as follows:

- (1) *Area identification sign.* The term "area identification" means a sign erected to identify a group of five or more commercial or industrial activities located either within a single structure or a planned commercial area by identifying the structure or the area. The structure or area must be identifiable as a unit through common ownership or management of the building, utilities and/or common facilities (i.e., parking, open space, mall, etc.).

- (2) *Business sign.* The term "business sign" means an ~~on-premises~~ sign used to identify a commercial or industrial activity.
- (3) *Construction sign.* The term "construction sign" means a temporary sign erected to identify the contractors, designers, and/or financial institutions involved in a major construction project.
- (4) *Farmstead sign.* The term "farmstead sign" means a sign erected to identify the owner and/or occupant of a farmstead and/or any unique agricultural products available at the farmstead.
- (5) *Home occupation sign.* The term "home occupation sign" means a sign erected to identify a home occupation as defined in this section.
- (6) *Institutional sign.* The term "institutional sign" means a sign erected to identify an institutional activity including, but not limited to, educational facilities, religious institutions, healthcare facilities, government and public services, and similar uses.
- (7) *Nonconforming business sign.* The term "nonconforming business sign" means a sign erected to identify a nonconforming business as defined in this section.
- (8) *Off-premises sign.* The term "off-premises sign" means a sign which directs attention to a commodity, activity, service, or business activity not exclusively related to the premises where such a sign is located or to which it is attached.
- (9) *On-premises sign.* The term "on-premises sign" means a sign which directs attention to a commodity, activity, service, or business offered or conducted on the same premises as the sign is located.
- (10) *Residential identification sign.* The term "residential identification sign" means a sign which is showing the address and/or name of the occupants of a residential building.
- (11) *Subdivision sign.* The term "subdivision sign" means a temporary sign advertising the sale of platted lots in a subdivision being actively developed as evidenced by buildings under construction or constructed, and/or streets opened.
- (12) *Neighborhood sign.* The term "neighborhood sign" means a sign erected to indicate a unique residential neighborhood or neighborhoods that share a commonality in subdivision, developer, or other aspect.

...

Sec. 60-339. Purpose and intent.

The purpose of this article is to establish a set of standards for the fabrication, erection and use of signs, symbols, markings, or advertising devices within the city zoning jurisdiction. Those standards are designed to protect and promote the general welfare, health and safety of persons within the community, and to aid and assist in the development and promotion of business and industry by providing regulations which allow and encourage creativity, effectiveness, and flexibility in the design and use of such devices.

Sec. 60-340. District regulations.

(a) *A-1 agricultural district.* In the agricultural district, all signs must comply with the following:

- (1) *Residential identification.* One wall sign not more than two square feet per unit.
- (2) *Institutional and nonconforming business signs.* One wall sign not more than ~~36~~ 50 square feet or one freestanding sign not more than ~~24~~ 32 square feet nor more than ~~15~~ 20 feet high.
- (3) *Farmstead and business signs.* One wall sign not more than 50 square feet or one freestanding sign not more than 32 square feet nor more than 20 feet high.
- (4) *Area identification signs.* One wall sign not more than ~~24~~ 50 square feet or one freestanding sign not more than 24 square feet nor more than 12 feet high.
- (5) *Setback.* No sign may be closer than 30 feet to any property line.
- (6) *Off-premises signs.* Off-premises signs are ~~prohibited~~ allowed in accordance with section 60-341(a).

(b) *A-2 green belt district.* In the green belt district, all signs must comply with the following:

- (1) Except as specified here, signs erected in the green belt district shall comply with the regulations of the abutting districts on the respective side of the watercourses.
- (2) No sign structure shall be permitted which is inconsistent with the flood protection characteristics specified for the green belt district in section 60-52.
- (3) Off-premises signs are prohibited.

(c) *R-1, R-2, R-3 low, medium and high density residential districts.* In these districts, all signs must comply with the following:

- (1) *Residential identification.* One wall sign not more than two square feet per unit.
- (2) *Institutional and nonconforming business identification signs.* One wall sign not more than ~~36~~ 50 square feet, or one freestanding or projecting wall sign not more than ~~16~~ 32 square feet, or a combination of a wall sign and one other sign mentioned totaling not more than ~~36~~ 50 square feet. Maximum height shall be the eave or bottom of the second story window, whichever is lower. Allowable sign size requirements may be doubled when property is at least one acre in size.
- (3) *Area identification signs.* One sign not more than 24 square feet nor more than 12 feet high.
- (4) *Home occupation sign.* One nonilluminated wall sign not more than eight square feet.

- (5) *Setback.* No sign may be closer than ten feet to any property line.
- (6) *Off-premises signs.* Off-premises signs are prohibited.
- (d) *R-4 special density residential district.* In the R-4 district, all signs must comply with the following:
 - (1) Only signs allowed in R-1, R-2, or R-3 districts shall be allowed for residential uses in R-4 districts.
 - (2) Nonresidential uses shall comply with the sign requirements for the district they are in.
- (e) *R-5 trailers, trailer parks and planned residential area (trailers).* In R-5 districts, only signs allowed in the R-1, R-2 or R-3 district shall be allowed.
- (f) *C-1 neighborhood commercial district.* In C-1 districts, all signs must comply with the following:
 - (1) *Business signs.* A total sign area of two square feet for each linear foot of frontage shall be allowed. Where there is multiple frontage, an additional sign area of one square foot for each additional linear foot of frontage shall be allowed. No more than two square feet of sign area for each linear foot of frontage shall be allowed to face any frontage.
 - a. Only wall, projecting wall or freestanding signs may be used.
 - b. Freestanding signs shall not exceed 50 square feet nor 20 feet in height.
 - c. Projecting wall signs shall not exceed 40 square feet.
 - d. Each property may display one freestanding sign or one projecting sign.
 - (2) *Institutional and nonbusiness signs.* Institutional and nonbusiness signs shall comply with sign regulations for R-1, R-2, or R-3 residential districts.
 - (3) *Area identification signs.* One freestanding sign per development; not to exceed 100 square feet nor 20 feet in height.
 - (4) *Setback.* No sign may be closer than ten feet to any property line.
 - (5) *Off-premises signs.* Off-premises signs are prohibited.
 - (g) *C-2 highway commercial.* In C-2 districts, all signs must comply with the following:
 - (1) *Business signs.* A sign area of two square feet for each linear foot of frontage shall be allowed. If the building has multiple frontages, an additional sign area of one square foot for each additional linear foot of frontage shall be allowed.
 - a. All sign types are allowed in the C-2 districts.

b. Each property may display ~~either one freestanding or one roof~~ sign.

c. Each property may display one roof sign.

de. Each property may display either one projecting wall sign or one wall/roof sign.

ed. Freestanding and roof signs shall not exceed 150 square feet in area nor 30 feet in height ~~above grade~~ above grade. For freestanding signs, an additional 45 percent of the sign area may be added for decorative framing, brickwork, or similar facade applications; provided however, that such additional area may not include advertising of any type.

fe. Projecting wall and wall/roof signs shall not exceed 40 square feet in area.

gf. Projecting wall signs shall not extend above the eave or ~~20-30~~ feet ~~above grade~~ above grade whichever is less.

hg. Wall/roof signs shall not exceed 30 feet in height ~~above grade~~ above grade.

ih. On frontages exceeding 150 feet but less than 200 feet the allowable freestanding sign size may be increased by 50 percent and height ~~increased by~~ 20 percent. On frontages exceeding 200 feet allowable freestanding sign size may be doubled and height increased 30 percent.

~~(2) Institutional and nonbusiness signs. Institutional and nonbusiness signs shall comply with the sign regulations for R-1, R-2, or R-3 residential districts.~~

~~(23)~~ *Area identification signs.* One freestanding sign per commercial development, provided that no other freestanding sign is displayed on the same property with the following restrictions:

a. Maximum size shall be 650 square feet.

b. Maximum height shall be 50 feet.

c. ~~Minimum 20-foot setback~~ Shall be set back a minimum of 20 feet from any property line.

~~(34)~~ *Setback.* No sign shall be closer than ten feet from any property line.

~~(45)~~ *Off-premises signs.* Off-premises signs are allowed as per section 60-341(a).

(h) *C-3 Central business district.* In the central business district, all signs must comply with the following:

(1) *Business signs.*

a. Signs attached to the building equaling 20 percent of the building face area or 100 square feet, whichever is greater; not higher than the roofline.

- b. Projecting signs may not exceed 50 percent of the allowable sign area.
- c. One freestanding sign up to 100 square feet; not higher than 30 feet; ~~not closer than 50 feet to another freestanding sign~~; not closer than five feet from any property line.
- d. For freestanding signs installed along U.S. Highway 12 (6th Avenue), an additional 45 percent of the sign area may be added for decorative framing, brickwork, or similar facade applications; provided, however, that such additional area may not include advertising of any type.

(2) *Area identification.*

- a. One freestanding sign per commercial development, provided that no other freestanding sign is displayed on the property.
 - 1. Maximum size shall be 200 square feet.
 - 2. Maximum height shall be 30 feet.
 - 3. Minimum 10-foot setback~~Shall be setback a minimum of ten feet~~ from any property line.

(3) *Residential signs.* Only signs allowed in R-1, R-2 or R-3 districts shall be allowed for residential uses.

(4) *Off-premises signs.* Off-premises signs may be allowed as a special exception.

(i) *I-1 industrial park district.* In industrial park districts, all signs must comply with the following:

(1) *Area identification signs.*

- a. One freestanding sign up to 400 square feet per side of sign area; one per major thoroughfare.
- b. Maximum height of 35 feet.
- c. Minimum 20-foot setback from property line.

(2) *Business identification signs.*

- a. One freestanding sign up to 100 square feet of sign area; maximum height of 20 feet.
- b. Wall sign up to 20 percent of the building face.
- c. Minimum 20-foot setback from property line.

(3) *Off-premises signs.* Off-premises signs are not allowed.

(j) *I-2 unrestricted industrial district.* In unrestricted industrial districts, all signs must comply with the following:

(1) *Area identification signs.*

- a. One freestanding sign up to 400 square feet per side of sign area.
- b. Maximum height of 35 feet.
- c. Minimum 20-foot setback from property line.

(2) *Business identification signs.*

- a. A total sign area of two square feet for each linear foot of frontage shall be allowed. If the building has multiple [frontagefrontages](#), an additional one square foot for each additional linear foot of frontage shall be allowed.
- b. All types of on-premises signs are allowed.
- c. Minimum 20-foot setback from property line.

(3) *Off-premises signs.* Off-premises signs are allowed as per section 60-341(a).

(k) *M-AG mini-agricultural district.* In M-AG district, only signs allowed in the A-1 district shall be allowed.

(l) *R-2A manufactured housing medium density residential district.* In R-2A district, only signs allowed in the R-1, [R-2, or R-3](#) districts shall be allowed.

(m) *HC health care district.* In HC district, only signs allowed in the C-2 district shall be allowed.

Sec. 60-341. General regulations applicable to all districts.

(a) *Off-premises signs.*

(1) An off-premises sign and its accessory structures are recognized as a legitimate business enterprise and shall be the only permitted land use of a lot, [excluding any permissible form of agriculture](#).

(2) Off-premises signs shall be allowed only in areas designated as [A-1 agricultural district](#), C-2 highway commercial district, ~~or~~ I-2 unrestricted industrial district, or as a special exception in a C-3 central business district, except that no off-premises signs or advertising shall be permitted within 300 feet of the road right-of-way on First Avenue Southeast/Milwaukee Avenue from South Main Street to [Brown](#) County Highway 19.

- a. Off-premises signs are prohibited within a 150-foot radius of any residential district, ~~park, school, hospital, library~~ or any designated architectural, historic, or scenic area.

- b. All off-premises signs shall have a minimum setback of 20 feet from any property line.
- c. Off-premises signs shall not be displayed closer than a 600-foot radius to any other off-premises sign structure.

(3) Size of off-premises signs.

- a. Maximum size shall not exceed ~~275-300~~ square feet per side of sign area. Each side of a back-to-back or V-type sign structure shall be figured separately. An additional 25 square feet shall be allowed for cutouts or extensions to accommodate special artwork.
- b. No more than two signs may be displayed on one sign structure.
- c. Maximum height shall be 40 feet above grade at the center of the adjoining street.
- d. Minimum height shall be 12 feet above grade at the center of the adjoining street.

(4) Location to access point.

- a. ~~Static~~ Off-premises signs shall not be located closer than 50 feet to any intersection of public street rights-of-way nor access point (driveway, approach, etc.) to a public street.
- ~~b. Off-premises electronic message board signs shall not be located closer than 75 feet to any intersection of public street rights-of-way.~~

(5) Illumination.

- a. Off-premises signs which utilize animation and blinking, flashing, intermittent, or moving lights are prohibited, except that electronic message board signs are permitted subject to the requirements set forth at subsection (e)(6).
- b. Off-premises signs shall not be illuminated so as to interfere with vehicular or pedestrian traffic in any way.
- c. Off-premises signs shall not be so illuminated that it interferes with the effectiveness of, or obscures, an official traffic sign, device or signal.
- d. Off-premises signs that are not electronic message board signs shall be illuminated only by white colored light.

(6) Only freestanding wall or roof signs are permitted.

~~(7) Every owner or lessor of an off-premises illuminated or electronic message board sign, on a form prescribed by the planning and zoning director, shall irrevocably appoint either a resident of the city or the planning and zoning director to be the owner's or lessor's agent to receive and comply with demands for immediate~~

~~compliance from the zoning inspector and to receive service of process in any enforcement action or proceeding against the sign owner or lessor which arises under this article.~~

(b) *Signs permitted in all districts.* Subject to the conditions of this article, the following signs shall be permitted in all zoning districts:

- (1) *Construction signs.* One sign shall be permitted for all building contractors, one for all professional firms, ~~and~~ one for all lending institutions on -sites under construction, or one identifying the project being constructed. Not more than three signs shall be permitted on one site. All signs shall be removed no later than 14 days after the completion of the project. Each sign shall not exceed 32 square feet or ten feet high.
- (2) *Subdivision signs.* One temporary subdivision identification sign not exceeding 24 32 square feet in area nor 12 feet in height may be allowed for each residential development of 20 or more lots or dwelling units. Only the name of the development, ~~and~~ the name and contact information of the developer, and the primary real estate agency shall be allowed.
- (3) *Street banners.* Street banners advertising a public event may be displayed 14 days prior to and must be removed within seven days after the public event. The display and location of street banners are subject to the discretion of the city council. A sign permit shall not be required.
- (4) *Church, public bulletin boards.* Church and other public bulletin boards not exceeding 12 square feet in area shall be allowed.
- (5) *Private traffic signs.* Private traffic signs may be erected to direct traffic into and out of private parking area or drive-in service facilities where traffic congestion would result in undue confusion or hazard. The sign may be a maximum size of 12 square feet and seven feet high. The minimum setback shall be two feet from any property line. In addition to traffic directional information, the name and/or symbol of the activity may be displayed to identify the property. Internal illumination is allowed.
- (6) *Temporary banners.* Subject to the conditions of this article, temporary banners shall be allowed in all commercial and industrial zoning districts provided that the following conditions are met:
 - a. Temporary banners must be securely fastened to a structure.
 - b. Each business or person may display only one banner for commercial advertising at any given time.
 - c. Temporary banners may not be larger than 125 square feet.
 - d. No part of any temporary banner used for commercial purposes may extend into the public right-of-way.

e. A temporary banner shall be defined as a nonrigid sign or device which directs attention to a commodity, activity, service or business offered or conducted on the same premises as a sign or device is located and that contains letters, symbols, numbers or a combination of these which can be seen from a right-of-way of a street or highway.

(7) Temporary Portable signs. Except as otherwise provided in this section, temporary portable signs may only be displayed in the commercial and industrial districts for 45-35 permit days per calendar year at any one business location. A separate permit shall be required for each sign.

a. Permits may be issued for terms of 72 hours 7 consecutive days and permit holders will be charged with the full term of which the permit is issued. Subsequent permits shall not be issued until 14 days have elapsed following the expiration of the permit. Permits for two or more temporary portable signs may be issued at a particular business location if the permits are of equal duration and run concurrently.

b. Temporary Portable signs shall be secured against overturning, and engineered drawings shall be submitted at the time of application insuring an installation process to be followed which will allow the portable sign to withstand 90 mph ground wind speeds, shall meet all applicable setbacks for the zone in which it is located and shall not be located within the triangular area formed by the intersection of street right-of-way lines and a straight line connecting points on said street right-of-way line each of which is 35 feet distance from the point of intersection, shall not exceed 32 square feet in area, and shall be in compliance with all other applicable codes regarding signs.

(8) Neighborhood signs. Neighborhood signs may be installed to identify only the name of the associated neighborhood or subdivision. The sign may be a maximum of 12 square feet and 7 feet high. They must be installed on private property and at least 10 feet from any property line.

(c) *Exempted signs*. The following signs are generally exempted from the provisions of this article:

(1) Public signs. Signs of a noncommercial nature and in the public interest, erected by, or on the order of, a public officer in the performance of his or her public duty. Such signs include traffic control signs, street signs, warning signs, railroad crossing signs and signs directing the public to public facilities or events.

(2) Signs of public service companies for the purpose of safety.

(3) Memorial plaques, cornerstones, historical tablets and the like.

(4) Temporary political campaign signs, provided that they do not exceed six square feet in size and are neither displayed more than 10 days before absentee voting begins in the primary or general to which they pertain nor seven days after such election.

- (5) Temporary real estate signs pertaining only to the sale, lease or rental of the premises upon which they are displayed. Only one sign is allowed per street frontage and each sign shall not exceed eight square feet and shall not be illuminated.
- (6) Residential dwellings may display one sign showing only the name and address of the occupant. The sign shall not exceed two square feet and may be internally illuminated.

~~(7) Gasoline price signs. Gasoline dispensing stations may display one sign per property displaying only the price of gasoline and/or diesel fuel. Said sign shall be firmly attached to a structure and shall not be mobile. Such signs shall not exceed 12 square feet and shall not be illuminated.~~

~~(87) Official Brown County fair signs, provided that they do not exceed six square feet in size and are neither displayed more than 60-30 days before nor seven days after the fair.~~

~~(8) Rummage/yard sale signs, provided that they shall not exceed 6 square feet, shall not be illuminated, and are placed only on private property; no signs may be placed in public right-of-way or on public property. Signs shall not be displayed for more than 4 consecutive days and must be removed upon completion of the event advertised.~~

(d) *Prohibited signs.* The following signs are prohibited and shall be removed upon notice from ~~the building department~~ any official of the city:

- (1) Signs which imitate an official traffic sign or signal and which contain the words "stop," "go slow," "caution," "danger," "warning," or similar words except as necessary to control traffic upon private property.
- (2) Signs which are of a size, location, movement, content, coloring, or manner of illuminations which may be confused with or construed as a traffic control device or which hide from view any traffic, street sign, or signal or which obstruct the view in any direction at a street or road intersection.
- (3) Signs which contain or consist of pennants, ribbons, streamers, spinners, strings of lightbulbs or similar moving devices.
- (4) Signs which are attached in any manner to utility poles, trees, fences, or other signs. No signs may be placed in public right-of-way or on public property and infrastructure.
- (5) Signs affixed to permanent supporting structures which are in addition to signs specifically designed for said supporting structures, i.e., parasitic signs.
- (6) Signs not affixed to permanent foundations, ~~all portable signs~~ and all temporary signs not in conformity with the provisions of this article.
- (7) Signs, constructed of rigid materials, which swing or otherwise noticeably move as a result of wind pressure because of its manner of suspension or attachment.

(e) *Illumination.* All illuminated signs, whether on-premises or off-premises, shall comply with the following:

- (1) Internal illumination is allowed in all zoning districts.
- (2) External illumination is allowed only in commercial and/or industrial zoning districts.
- (3) The light from any illuminated sign or billboard or from any light source, including the interior of a building, shall be so shielded, shaded or directed so that the light intensity shall not adversely affect surrounding or facing premises nor adversely affect the safe vision of operators of vehicles on public or private roads.
- (4) No sign shall have blinking, flashing, pulsating or fluttering lights or other illuminating devices which have a changing light operated to create an appearance or illusion of writing, printing or movement except for movement showing the date, time and/or temperature exclusively. In the C-2, C-3 and/or I-2 districts, additional information and blinking or flashing illumination may be allowed as a special exception.
- (5) Every illuminated sign shall comply with Illuminating Engineering Society of North America-based standards and may not have an illuminance that exceeds 0.3 foot-candles above ambient light as measured using a foot-candle meter or similar device at the prescribed distance depending upon sign area measured as follows:

Area of Sign (Square Feet)	Measurement Distance (Feet)
< 240	150
241 to 380	200
381 to 670	250
> 670	350

- (6) Electronic message board signs.
 - a. Except as otherwise provided in this section, electronic message board signs may be displayed for church and public/private school use in all zoning districts as a special exception and as long as the sign is located on the lot in which the church or school is located. All electronic message board signs shall be in compliance with all other applicable codes regarding signs.
 - b. In the C-2 and I-2 districts, electronic message board signs are a permitted use, provided that such signs do not interfere with traffic safety, and may not be confused with or construed as a traffic control device. All electronic message board signs in the C-2 and I-2 districts shall be in compliance with all other applicable codes regarding signs.
 - c. Except as otherwise provided in this section, electronic message board signs may be displayed in the C-3 district along U.S. Highway 12 (6th

Avenue) as a special exception and as long as the sign is located on the lot on which the business is located. All electronic message board signs in the C-3 district along U.S. Highway 12 (6th Avenue) shall be in compliance with all other applicable codes regarding signs.

- d. The minimum display time shall be six seconds, with the entire message static for the duration of the display time. Message changes must be instantaneous and may not employ fade dissolve, scrolling, or other effects. ~~Electronic message board signs shall not be operated to display a message or graphic that is entirely red or blue in color. Monochrome electronic message board signs shall be limited to utilizing only amber colored lights.~~
- e. All electronic message board signs shall comply with Illuminating Engineering Society of North America-based standards, shall be equipped with dimming controls that automatically adjust the sign brightness in direct correlation with ambient light conditions, and may not have an illuminance that exceeds 0.3 foot-candles above ambient light as measured using a foot-candle meter or similar device at the prescribed distance depending upon sign area.
 - 1. The measurement distance shall be as follows:

Area of Sign (Square Feet)	Measurement Distance (Feet)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100

For signs with an area in square feet other than or greater than those specifically listed in the table in this section, the measurement distance may be calculated with the following formula:

The square root of the product of the sign area multiplied by 100.

(Example for 12 square foot sign area:

12 square feet x 100 = 1,200

The square root of 1,200 is 34.6

Measurement distance is 34.6 feet)

- f. All electronic message board signs shall be equipped with a power supply shutoff readily accessible at all times to the zoning inspector and capable of being locked out by the zoning inspector.
- (7) Illuminance measurements shall be performed as follows:
- a. The tester shall take the initial measurement by standing at ground level and aiming a foot-candle meter directly at the sign at least 30 minutes after sunset or 30 minutes before sunrise. The measurement will be taken as close as possible to the above prescribed distance from the sign face measured.
 - b. After the initial measurement has been taken, the tester shall measure and determine the ambient light conditions with the illuminated sign off or displaying all black copy. The ambient light reading shall be taken with the same foot-candle meter at the same height and location used to establish the initial measurement.
- (f) *Movement.*
- (1) Movement may be allowed as a special exception only in C-2, C-3 and/or I-2 districts.
- ~~(2) Only circular movement on a plane horizontal to a vertical plane shall be allowed.~~
- ~~(3) Movement must be by mechanical means. Wind-blown devices are not allowed.~~
- (g) *Painted wall signs.* Allowed only in commercial and/or industrial~~C-3 and/or I-2~~ zoning districts ~~as special exceptions.~~
- (1) Only on-premises signs are allowed.
 - (2) Shall be repainted a minimum of once every three years, or as required as evidenced by chipping or faded paint.
 - (3) Nonconforming or abandoned signs shall not be repainted, and shall be totally removed within 90 days after notice of required maintenance has been given.
- (h) *Super graphics.* Allowed only in commercial and/or industrial zoning districts.
- (1) Super graphics shall be allowed only after public hearing and approval by the city planning commission and city council.

- (2) Super graphics shall be allowed solely on their artistic value and compatibility with their surroundings.
- (3) Super graphics shall be subject to the same maintenance requirements as painted wall signs.
 - (i) *Sign maintenance.* Unless otherwise noted, all signs within the city zoning jurisdiction shall comply with the following standards:
 - (1) All signs shall be kept in proper repair and maintenance, and the areas around them kept free of debris, weeds, and any other blighting or nuisance factors. The surface of all signs must be repainted whenever deemed necessary, as evidenced by paint fading, chipping or discoloration. The owner of a sign shall be responsible for its maintenance.
 - (2) On-premises signs shall be removed from the building and property within 30 days after the business or activity advertised is terminated. However, where the termination is temporary in nature the existing sign structures may be used to advertise the sale, lease, or rent of the property, provided that all advertising material related to the previous occupant is removed.
 - (3) Off-premises signs shall be removed within 30 days of abandonment of the sign as evidenced by termination of the activity or product advertised, or the lack of an advertising message for a period exceeding 60 consecutive days.
 - (4) Should any sign within the city zoning jurisdiction be found to be unsafe or insecure, or a menace to the public or is not kept in proper repair and maintenance, or has been constructed or erected in violation of the provisions of this article, the sign owner or property owner shall be given written notice of the violation. The owner shall then be given 14 days from the date of notice to bring the sign into compliance with the terms of this article. Should the owner fail to comply with the notice given, the city shall remove the sign in violation and recover all costs involved by the legal means most convenient to the city.
 - (j) *Variances and special exceptions.*
 - (1) Variances and special exceptions shall be granted only in accordance with the procedures established in this article.
 - (2) Special exceptions shall be considered only for those situations specifically designated in this article.
 - (k) *General sign location.* These provisions shall apply to all signs in all locations unless more restrictive regulations are specified in a zoning district. Then the most restrictive provisions shall apply.
 - (1) *Wall signs.* Wall signs may be located anywhere on any wall of a building, except that, above the first floor, no window or part of a window shall be situated within the surface area of the supporting structure of such sign, nor shall any window or part of a window be covered. Flat wall signs may extend above the roofline of a structure only where the top of said sign is no more than four feet above the top of

the uppermost window and/or door openings of said wall on a one story building only. In the case of a multistory building which has screening enclosing elevators, shafts, stairs, walls or heating and air conditioning units, a wall sign may be permitted within the area of screening.

(2) *Projecting wall signs.* Any one tenant with frontage on a public right-of-way and with direct ground floor access to the right-of-way may display one projecting wall sign.

a. Projection shall be subject to the absolute limits of eight feet from the face of a building and two feet from the back of the curb, the maximum projection of a projecting wall sign shall be determined by the distance of the sign from any neighboring property.

1. The allowable maximum projection shall be determined by the following formula:

Projection Formula

$$M = B + I$$

When:

M = Maximum projection of not more than eight feet

B = Base projection (four feet) the allowable projection regardless of location along frontage

I = L/(P) (four feet) increase over base projection of not more than four feet

F = Property frontage along one street right-of-way

N = Number of adjoining properties exclusive of street right-of-way

P = F/N (point or area of maximum projection) that point on a property which is the greatest distance from neighboring properties, or any area which is 50 feet or more from any neighboring property

L = Proposed sign location measured as the shortest distance from a neighboring property

2. Projecting wall signs may project over public right-of-way only where there is no required building setback, and no projection is allowed over the rights-of-way of U.S. Highway 12 or 281.
 - b. No projecting wall sign shall project above roofline.
 - c. Projecting wall signs shall have a minimum clearance of ten feet over a sidewalk and 18 feet over any street, alley or driveway.

- (3) *Freestanding signs.* A maximum of one freestanding sign per street frontage shall be allowed provided that the building setback is a minimum of 30 feet from the property line. No freestanding sign shall be erected or maintained or so placed that any portion of such sign will be within 30 feet of any corner formed by the intersection of any two streets, rights-of-way, or a street right-of-way and the right-of-way of any railroad intersecting said street unless said freestanding sign and support complies with the following requirements:
 - a. No portion of said sign shall be less than 12 feet above grade.
 - b. Open space between bottom of the sign and grade below shall be free of obstruction except for necessary supports.
 - c. Supporting members shall be of such size and spacing so as not to materially obstruct view of said intersection.

- (4) *Roof sign.* ~~Roof signs shall be allowed only on one-story buildings.~~
 - a. The maximum height of roof signs shall not exceed ten feet above the roofline of a ~~one-story~~ building.
 - b. All roof signs must be set back a distance of at least four feet from all the outside walls of the building on or over which they are located. It is the intention of this provision to provide a clear passageway around the sign.
 - c. All roof signs shall be installed or erected in such a manner that there shall be no visible support structure.

- (5) *Wall/roof signs.* Wall/roof signs shall meet all requirements of both projecting wall signs and roof signs.

- (6) *Canopy signs.* Canopy signs are of two types differentiated primarily by function. Awnings or canopies are designed primarily to provide protection from the elements. Marquees are designed primarily to display changeable messages.
 - a. Awnings and canopies may be used by all types of establishments in all surroundings. Only individual cut-out letters and/or symbols may be attached to, painted, stenciled, or otherwise placed on these devices; except that each ground floor activity may display one pedestrian-oriented sign visible from beneath the awning or canopy provided that it does not exceed six square feet in area and is a minimum of seven feet ~~above grade~~ above grade. Awnings and canopies may extend to within one

foot horizontally of the curb face and may have a minimum height of seven feet from the lowest point, exclusive of supports and braces, on the canopy or awning to the top of the curb.

- b. Marquees shall be subject to the same standards as awnings and canopies with the following exceptions:
 1. Only the following activities may display a marquee: motion picture theaters and facilities featuring eating, drinking and/or entertainment, ~~which seat 200 or more persons for a single performance or activity.~~
 2. The number of items of information in changeable copy shall not be included in the limits set in section 60-342(b).

Sec. 60-343. Permits, fees and inspection.

(a) Unless specifically excluded from these permit requirements, all signs erected within the city and ~~three miles thereof~~ any extraterritorial jurisdiction shall require a zoning permit for signs prior to construction. A zoning permit for signs shall be required in addition to any other applicable permits, and shall state or have attached thereto the following information:

- (1) The name and address of the applicant;
 - (2) All information required to determine compliance with the provisions of this article; and
 - (3) The name of the person, firm, or corporation erecting the sign.
- (b) Every applicant, before being granted a permit, shall pay a fee for each sign to be erected.
- (1) The zoning permit for signs fee shall be as provided in the city fee schedule on file in the office of the finance officer.
 - (2) Upon any substantial alteration, replacement, face change or relocation; other than routine maintenance of a sign shall constitute a new sign requiring a zoning permit for signs.
 - (3) If a sign is erected without first obtaining a zoning permit for signs, said sign shall be deemed to be illegal and shall be removed within 14 calendar days of receipt of written notification from the planning and zoning department.
- (c) Should any sign, for which a permit has been issued, not be erected within 120 days of the issuance of the permit, such permit shall expire and fees previously paid shall not be refunded.

Sec. 60-344. Legal nonconforming signs.

(a) *Notification of nonconformance.* After the enactment of the ordinance from which this article is derived, the administrator shall, as soon as practicable, survey the zoning jurisdiction

and identify the signs which do not conform to the requirements of this article. Upon determination that a sign is nonconforming, the administrator shall use reasonable efforts to so notify either personally or in writing the user or owner of the property on which the sign is located of the following:

- (1) The sign's nonconformity; and
- (2) Whether the sign is eligible for characterization either as legal nonconforming or unlawful.

(b) *Signs eligible for characterization as legal nonconforming.* Any sign located within the zoning jurisdiction on the date of adoption of the ordinance from which this article is derived, which does not conform with the provisions of this article, is eligible for characterization as a legal nonconforming sign and is permitted, provided it also meets the following requirements:

- (1) The sign erected under a permit issued under the ordinances in effect at the date of erection.
- (2) The sign is properly maintained, and is not prohibited or otherwise to be discontinued or removed under the provisions of this article.

(c) *Loss of legal nonconforming status.* A legal nonconforming sign shall immediately lose its legal nonconforming designation if:

- (1) The sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance), which tends to or makes the sign less in compliance with the requirements of this article than it was before the alteration;
- (2) The sign is relocated;
- (3) The sign is replaced; or
- (4) Upon the occurrence of situations in subsections (c)(1) through (3) of this section, the sign shall be immediately brought into compliance with this article with a new permit secured therefor, or shall be removed.

(d) *Legal nonconforming sign maintenance and repair.* Nothing in this section shall relieve the owner or user of a legal nonconforming sign or owner of the property on which the legal nonconforming sign is located from the provisions of this article regarding safety, maintenance and repair of signs; provided, however, that any repainting, cleaning and other normal maintenance or repair of the sign or sign structure shall not modify the sign structure or copy in any way which makes it more nonconforming or the sign shall lose its legal nonconforming status.

(e) *Conversion of existing nonconforming off-premises sign to electronic message board sign.* Notwithstanding any other provision of this Code, any existing static off-premises sign structure constructed as a result of a permit or board of zoning adjustment approval prior to September 11, 2019, shall be considered a legal sign and may be converted to an electronic message board sign structure, by the current permit holder, at the same height and location of the sign cabinet as it currently exists, as long as such sign is brought into compliance with all other current sign ordinances; provided, however, that no static off-premises sign closer than 150

feet to a residential area may be converted to an electronic message board sign, unless such sign was previously granted a closer distance variance from such residential area, and no converted electronic message board sign structure may be displayed closer than 600 feet to any other off-premises electronic message board sign structure. A converted electronic message board sign shall comply with all other provisions of the Code. A [sign building permit zoning permit for signs](#) is required to make the conversion allowed by this subsection.

2. Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

3. Effective Date. The City Finance Officer shall cause this ordinance to be published in the official newspaper in clean text with all deletions and additions incorporated therein and footnotes omitted. This ordinance shall become effective twenty (20) days after the completed publication, unless the referendum is invoked.

Travis Schaunaman, Mayor

ATTEST:

Jordan McQuillen, Finance Officer

[SEAL]

Review & Recommendation of Planning
Commission: March 17, 2026
Public Hearing: _____
First Reading: _____
Second Reading: _____
Final Adoption: _____
Published: _____
Effective Date: _____

ORDINANCE NO. 26-03-05

**AN ORDINANCE AMENDING THE SIGN REGULATIONS
OF THE ABERDEEN CITY CODE**

WHEREAS, the City Council of the City of Aberdeen is charged with providing for the health, safety, and property of its citizens, and does so through the comprehensive zoning regulations adopted at Chapter 60 - ZONING of the Aberdeen City Code; and

WHEREAS, the Community Development Department conducted a comprehensive review of the sign regulations in Chapter 60 and determined that certain updates and adjustments were necessary to alleviate unnecessary burdens upon businesses and property owners in the municipality; and

WHEREAS, Section 60-286 provides that no amendment, supplement, or change to Chapter 60 shall become effective unless it shall have been proposed by, or shall first have been submitted to, the planning and zoning commission for review and recommendation; and

WHEREAS, pursuant to Sec. 60-286, the City of Aberdeen planning and zoning commission held a public hearing on March 17, 2026, upon notice properly given, to study and report on the proposed amendment to the Zoning ordinance, and thereafter approved and recommended adoption of the amendment by the City Council; and

WHEREAS, the City Council has determined that the following amendment will bring the ordinance into compliance with state law.

BE IT ORDAINED BY THE CITY OF ABERDEEN, SD, THAT THE FOLLOWING CHANGES AND ADDITIONS SHALL BE MADE TO THE ABERDEEN CITY CODE:

1. Section 60-1 and Sections 60-339 through 344 are hereby amended with underline indicating text to be added and ~~striketrough~~ indicating text to be deleted and the remainder of Chapter 60 – ZONING to be left unaffected:

Sec. 60-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Sign type means canopy, freestanding, projecting wall, roof, wall, wall/roof, and channel letter signs. The term "sign type" pertains to the location of a sign on a property or structure, and the method of support or attachment as follows:

- (1) *Canopy sign.* A canopy sign includes awnings and marquees. An overhead covering projecting from and attached to a building, and the attachments thereto.
- (2) *Freestanding sign.* A freestanding sign is structurally self-supporting and not attached to any other structure.
- (3) *Projecting wall sign.* A projecting wall sign is attached to and supported by a building, projecting more than 12 inches from the wall to which it is attached. A projecting wall sign shall not extend above the roofline.
- (4) *Roof sign.* A roof sign is erected above the roofline of a building and which is wholly supported by the building.
- (5) *Wall sign.* A wall sign is a rigid sign affixed to an exterior wall of a building and which projects 12 or fewer inches from the wall.
- (6) *Wall/roof sign.* A wall/roof sign is a projecting wall sign which projects above the roofline of a building and which is wholly supported by the building.
- (7) *Channel letter sign.* A 3-dimensional sign where each letter, number, or symbol is a separate, individual unit.

Sign use means the way in which a sign is used based on the function of the sign and/or its relationship to the property on which it is located as follows:

- (1) *Area identification sign.* The term "area identification" means a sign erected to identify a group of five or more commercial or industrial activities located either within a single structure or a planned commercial area by identifying the structure or the area. The structure or area must be identifiable as a unit through common ownership or management of the building, utilities and/or common facilities (i.e., parking, open space, mall, etc.).
- (2) *Business sign.* The term "business sign" means a sign used to identify a commercial or industrial activity.

- (3) *Construction sign.* The term "construction sign" means a temporary sign erected to identify the contractors, designers, and/or financial institutions involved in a major construction project.
- (4) *Farmstead sign.* The term "farmstead sign" means a sign erected to identify the owner and/or occupant of a farmstead and/or any unique agricultural products available at the farmstead.
- (5) *Home occupation sign.* The term "home occupation sign" means a sign erected to identify a home occupation as defined in this section.
- (6) *Institutional sign.* The term "institutional sign" means a sign erected to identify an institutional activity including, but not limited to, educational facilities, religious institutions, healthcare facilities, government and public services, and similar uses.
- (7) *Nonconforming business sign.* The term "nonconforming business sign" means a sign erected to identify a nonconforming business as defined in this section.
- (8) *Off-premises sign.* The term "off-premises sign" means a sign which directs attention to a commodity, activity, service, or business not exclusively related to the premises where such a sign is located or to which it is attached.
- (9) *On-premises sign.* The term "on-premises sign" means a sign which directs attention to a commodity, activity, service, or business offered or conducted on the same premises as the sign is located.
- (10) *Residential identification sign.* The term "residential identification sign" means a sign which is showing the address and/or name of the occupants of a residential building.
- (11) *Subdivision sign.* The term "subdivision sign" means a temporary sign advertising the sale of platted lots in a subdivision being actively developed as evidenced by buildings under construction or constructed, and/or streets opened.
- (12) *Neighborhood sign.* The term "neighborhood sign" means a sign erected to indicate a unique residential neighborhood or neighborhoods that share a commonality in subdivision, developer, or other aspect.

...

Sec. 60-339. Purpose and intent.

The purpose of this article is to establish a set of standards for the fabrication, erection and use of signs, symbols, markings, or advertising devices within the city zoning jurisdiction. Those standards are designed to protect and promote the general welfare, health and safety of persons within the community, and to aid and assist in the development and promotion of business and industry by providing regulations which allow and encourage creativity, effectiveness, and flexibility in the design and use of such devices.

Sec. 60-340. District regulations.

(a) *A-1 agricultural district.* In the agricultural district, all signs must comply with the following:

- (1) *Residential identification.* One wall sign not more than two square feet per unit.
- (2) *Institutional and nonconforming business signs.* One wall sign not more than 50 square feet or one freestanding sign not more than 32 square feet nor more than 20 feet high.
- (3) *Farmstead and business signs.* One wall sign not more than 50 square feet or one freestanding sign not more than 32 square feet nor more than 20 feet high.
- (4) *Area identification signs.* One wall sign not more than 50 square feet or one freestanding sign not more than 24 square feet nor more than 12 feet high.
- (5) *Setback.* No sign may be closer than 30 feet to any property line.
- (6) *Off-premises signs.* Off-premises signs are allowed in accordance with section 60-341(a).

(b) *A-2 green belt district.* In the green belt district, all signs must comply with the following:

- (1) Except as specified here, signs erected in the green belt district shall comply with the regulations of the abutting districts on the respective side of the watercourses.
- (2) No sign structure shall be permitted which is inconsistent with the flood protection characteristics specified for the green belt district in section 60-52.
- (3) Off-premises signs are prohibited.

(c) *R-1, R-2, R-3 low, medium and high density residential districts.* In these districts, all signs must comply with the following:

- (1) *Residential identification.* One wall sign not more than two square feet per unit.
- (2) *Institutional and nonconforming business identification signs.* One wall sign not more than 50 square feet, or one freestanding or projecting wall sign not more than 32 square feet, or a combination of a wall sign and one other sign mentioned totaling not more than 50 square feet. Maximum height shall be the eave or bottom of the second story window, whichever is lower. Allowable sign size requirements may be doubled when property is at least one acre in size.
- (3) *Area identification signs.* One sign not more than 24 square feet nor more than 12 feet high.
- (4) *Home occupation sign.* One nonilluminated wall sign not more than eight square feet.
- (5) *Setback.* No sign may be closer than ten feet to any property line.

- (6) *Off-premises signs.* Off-premises signs are prohibited.
- (d) *R-4 special density residential district.* In the R-4 district, all signs must comply with the following:
 - (1) Only signs allowed in R-1, R-2, or R-3 districts shall be allowed for residential uses in R-4 districts.
 - (2) Nonresidential uses shall comply with the sign requirements for the district they are in.
- (e) *R-5 trailers, trailer parks and planned residential area (trailers).* In R-5 districts, only signs allowed in the R-1, R-2 or R-3 district shall be allowed.
- (f) *C-1 neighborhood commercial district.* In C-1 districts, all signs must comply with the following:
 - (1) *Business signs.* A total sign area of two square feet for each linear foot of frontage shall be allowed. Where there is multiple frontage, an additional sign area of one square foot for each additional linear foot of frontage shall be allowed. No more than two square feet of sign area for each linear foot of frontage shall be allowed to face any frontage.
 - a. Only wall, projecting wall or freestanding signs may be used.
 - b. Freestanding signs shall not exceed 50 square feet nor 20 feet in height.
 - c. Projecting wall signs shall not exceed 40 square feet.
 - d. Each property may display one freestanding sign or one projecting sign.
 - (2) *Institutional and nonbusiness signs.* Institutional and nonbusiness signs shall comply with sign regulations for R-1, R-2, or R-3 residential districts.
 - (3) *Area identification signs.* One freestanding sign per development; not to exceed 100 square feet nor 20 feet in height.
 - (4) *Setback.* No sign may be closer than ten feet to any property line.
 - (5) *Off-premises signs.* Off-premises signs are prohibited.
 - (g) *C-2 highway commercial.* In C-2 districts, all signs must comply with the following:
 - (1) *Business signs.* A sign area of two square feet for each linear foot of frontage shall be allowed. If the building has multiple frontages, an additional sign area of one square foot for each additional linear foot of frontage shall be allowed.
 - a. All sign types are allowed in the C-2 districts.
 - b. Each property may display one freestanding sign.

- c. Each property may display one roof sign.
 - d. Each property may display either one projecting wall sign or one wall/roof sign.
 - e. Freestanding and roof signs shall not exceed 150 square feet in area nor 30 feet in height above grade. For freestanding signs, an additional 45 percent of the sign area may be added for decorative framing, brickwork, or similar facade applications; provided however, that such additional area may not include advertising of any type.
 - f. Projecting wall and wall/roof signs shall not exceed 40 square feet in area.
 - g. Projecting wall signs shall not extend above the eave or 30 feet above grade whichever is less.
 - h. Wall/roof signs shall not exceed 30 feet in height above grade.
 - i. On frontages exceeding 150 feet but less than 200 feet the allowable freestanding sign size may be increased by 50 percent and height increased 20 percent. On frontages exceeding 200 feet allowable freestanding sign size may be doubled and height increased 30 percent.
- (2) *Area identification signs.* One freestanding sign per commercial development, provided that no other freestanding sign is displayed on the same property with the following restrictions:
- a. Maximum size shall be 650 square feet.
 - b. Maximum height shall be 50 feet.
 - c. Minimum 20-foot setback from any property line.
- (3) *Setback.* No sign shall be closer than ten feet from any property line.
- (4) *Off-premises signs.* Off-premises signs are allowed as per section 60-341(a).
- (h) *C-3 Central business district.* In the central business district, all signs must comply with the following:
- (1) *Business signs.*
 - a. Signs attached to the building equaling 20 percent of the building face area or 100 square feet, whichever is greater; not higher than the roofline.
 - b. Projecting signs may not exceed 50 percent of the allowable sign area.
 - c. One freestanding sign up to 100 square feet; not higher than 30 feet; not closer than five feet from any property line.

- d. For freestanding signs installed along U.S. Highway 12 (6th Avenue), an additional 45 percent of the sign area may be added for decorative framing, brickwork, or similar facade applications; provided, however, that such additional area may not include advertising of any type.

(2) *Area identification.*

- a. One freestanding sign per commercial development, provided that no other freestanding sign is displayed on the property.
 - 1. Maximum size shall be 200 square feet.
 - 2. Maximum height shall be 30 feet.
 - 3. Minimum 10-foot setback from any property line.

(3) *Residential signs.* Only signs allowed in R-1, R-2 or R-3 districts shall be allowed for residential uses.

(4) *Off-premises signs.* Off-premises signs may be allowed as a special exception.

(i) *I-1 industrial park district.* In industrial park districts, all signs must comply with the following:

(1) *Area identification signs.*

- a. One freestanding sign up to 400 square feet per side of sign area; one per major thoroughfare.
- b. Maximum height of 35 feet.
- c. Minimum 20-foot setback from property line.

(2) *Business identification signs.*

- a. One freestanding sign up to 100 square feet of sign area; maximum height of 20 feet.
- b. Wall sign up to 20 percent of the building face.
- c. Minimum 20-foot setback from property line.

(3) *Off-premises signs.* Off-premises signs are not allowed.

(j) *I-2 unrestricted industrial district.* In unrestricted industrial districts, all signs must comply with the following:

(1) *Area identification signs.*

- a. One freestanding sign up to 400 square feet per side of sign area.

- b. Maximum height of 35 feet.
- c. Minimum 20-foot setback from property line.

(2) *Business identification signs.*

- a. A total sign area of two square feet for each linear foot of frontage shall be allowed. If the building has multiple frontages, an additional one square foot for each additional linear foot of frontage shall be allowed.
- b. All types of on-premises signs are allowed.
- c. Minimum 20-foot setback from property line.

(3) *Off-premises signs.* Off-premises signs are allowed as per section 60-341(a).

(k) *M-AG mini-agricultural district.* In M-AG district, only signs allowed in the A-1 district shall be allowed.

(l) *R-2A manufactured housing medium density residential district.* In R-2A district, only signs allowed in the R-1, R-2, or R-3 districts shall be allowed.

(m) *HC health care district.* In HC district, only signs allowed in the C-2 district shall be allowed.

Sec. 60-341. General regulations applicable to all districts.

(a) *Off-premises signs.*

(1) An off-premises sign and its accessory structures are recognized as a legitimate business enterprise and shall be the only permitted land use of a lot, excluding any permissible form of agriculture.

(2) Off-premises signs shall be allowed only in areas designated as A-1 agricultural district, C-2 highway commercial district, I-2 unrestricted industrial district, or as a special exception in a C-3 central business district, except that no off-premises signs or advertising shall be permitted within 300 feet of the road right-of-way on First Avenue Southeast/Milwaukee Avenue from South Main Street to Brown County Highway 19.

- a. Off-premises signs are prohibited within a 150-foot radius of any residential district or any designated architectural, historic, or scenic area.
- b. All off-premises signs shall have a minimum setback of 20 feet from any property line.
- c. Off-premises signs shall not be displayed closer than a 600-foot radius to any other off-premises sign structure.

(3) *Size of off-premises signs.*

- a. Maximum size shall not exceed 300 square feet per side of sign area. Each side of a back-to-back or V-type sign structure shall be figured

separately. An additional 25 square feet shall be allowed for cutouts or extensions to accommodate special artwork.

- b. No more than two signs may be displayed on one sign structure.
- c. Maximum height shall be 40 feet above grade at the center of the adjoining street.
- d. Minimum height shall be 12 feet above grade at the center of the adjoining street.

(4) Location to access point.

- a. Off-premises signs shall not be located closer than 50 feet to any intersection of public street rights-of-way nor access point (driveway, approach, etc.) to a public street.

(5) Illumination.

- a. Off-premises signs which utilize animation and blinking, flashing, intermittent, or moving lights are prohibited, except that electronic message board signs are permitted subject to the requirements set forth at subsection (e)(6).
- b. Off-premises signs shall not be illuminated so as to interfere with vehicular or pedestrian traffic in any way.
- c. Off-premises signs shall not be so illuminated that it interferes with the effectiveness of, or obscures, an official traffic sign, device or signal.
- d. Off-premises signs that are not electronic message board signs shall be illuminated only by white colored light.

(6) Only freestanding wall or roof signs are permitted.

(b) *Signs permitted in all districts.* Subject to the conditions of this article, the following signs shall be permitted in all zoning districts:

(1) *Construction signs.* One sign shall be permitted for all building contractors, one for all professional firms, one for all lending institutions on sites under construction, or one identifying the project being constructed. Not more than three signs shall be permitted on one site. All signs shall be removed no later than 14 days after the completion of the project. Each sign shall not exceed 32 square feet or ten feet high.

(2) *Subdivision signs.* One temporary subdivision identification sign not exceeding 32 square feet in area nor 12 feet in height may be allowed for each residential development of 20 or more lots or dwelling units. Only the name of the development, the name and contact information of the developer, and the primary real estate agency shall be allowed.

- (3) *Street banners.* Street banners advertising a public event may be displayed 14 days prior to and must be removed within seven days after the public event. The display and location of street banners are subject to the discretion of the city council. A sign permit shall not be required.
- (4) *Church, public bulletin boards.* Church and other public bulletin boards not exceeding 12 square feet in area shall be allowed.
- (5) *Private traffic signs.* Private traffic signs may be erected to direct traffic into and out of private parking area or drive-in service facilities where traffic congestion would result in undue confusion or hazard. The sign may be a maximum size of 12 square feet and seven feet high. The minimum setback shall be two feet from any property line. In addition to traffic directional information, the name and/or symbol of the activity may be displayed to identify the property. Internal illumination is allowed.
- (6) *Temporary banners.* Subject to the conditions of this article, temporary banners shall be allowed in all commercial and industrial zoning districts provided that the following conditions are met:
 - a. Temporary banners must be securely fastened to a structure.
 - b. Each business or person may display only one banner for commercial advertising at any given time.
 - c. Temporary banners may not be larger than 125 square feet.
 - d. No part of any temporary banner used for commercial purposes may extend into the public right-of-way.
 - e. A temporary banner shall be defined as a nonrigid sign or device which directs attention to a commodity, activity, service or business offered or conducted on the same premises as a sign or device is located and that contains letters, symbols, numbers or a combination of these which can be seen from a right-of-way of a street or highway.
- (7) *Temporary signs.* Except as otherwise provided in this section, temporary signs may only be displayed in the commercial and industrial districts for 35 permit days per calendar year at any one business location. A separate permit shall be required for each sign.
 - a. Permits may be issued for terms of 7 consecutive days and permit holders will be charged with the full term of which the permit is issued. Subsequent permits shall not be issued until 14 days have elapsed following the expiration of the permit. Permits for two or more temporary signs may be issued at a particular business location if the permits are of equal duration and run concurrently.
 - b. Temporary signs shall be secured against overturning, shall meet all applicable setbacks for the zone in which it is located and shall not be located within the triangular area formed by the intersection of street right-

of-way lines and a straight line connecting points on said street right-of-way line each of which is 35 feet distance from the point of intersection, shall not exceed 32 square feet in area, and shall be in compliance with all other applicable codes regarding signs.

- (8) *Neighborhood signs.* Neighborhood signs may be installed to identify only the name of the associated neighborhood or subdivision. The sign may be a maximum of 12 square feet and 7 feet high. They must be installed on private property and at least 10 feet from any property line.

(c) *Exempted signs.* The following signs are generally exempted from the provisions of this article:

- (1) Public signs. Signs of a noncommercial nature and in the public interest, erected by, or on the order of, a public officer in the performance of his or her public duty. Such signs include traffic control signs, street signs, warning signs, railroad crossing signs and signs directing the public to public facilities or events.
- (2) Signs of public service companies for the purpose of safety.
- (3) Memorial plaques, cornerstones, historical tablets and the like.
- (4) Temporary political campaign signs, provided that they do not exceed six square feet in size and are neither displayed more than 10 days before absentee voting begins in the primary or general to which they pertain nor seven days after such election.
- (5) Temporary real estate signs pertaining only to the sale, lease or rental of the premises upon which they are displayed. Only one sign is allowed per street frontage and each sign shall not exceed eight square feet and shall not be illuminated.
- (6) Residential dwellings may display one sign showing only the name and address of the occupant. The sign shall not exceed two square feet and may be internally illuminated.
- (7) Official Brown County fair signs, provided they do not exceed six square feet in size and are neither displayed more than 30 days before nor seven days after the fair.
- (8) Rummage/yard sale signs, provided they shall not exceed 6 square feet, shall not be illuminated, and are placed only on private property; no signs may be placed in public right-of-way or on public property. Signs shall not be displayed for more than 4 consecutive days and must be removed upon completion of the event advertised.

(d) *Prohibited signs.* The following signs are prohibited and shall be removed upon notice from any official of the city:

- (1) Signs which imitate an official traffic sign or signal and which contain the words "stop," "go slow," "caution," "danger," "warning," or similar words except as necessary to control traffic upon private property.

- (2) Signs which are of a size, location, movement, content, coloring, or manner of illuminations which may be confused with or construed as a traffic control device or which hide from view any traffic, street sign, or signal or which obstruct the view in any direction at a street or road intersection.
 - (3) Signs which contain or consist of pennants, ribbons, streamers, spinners, strings of lightbulbs or similar moving devices.
 - (4) Signs which are attached in any manner to utility poles, trees, fences, or other signs. No signs may be placed in public right-of-way or on public property and infrastructure.
 - (5) Signs affixed to permanent supporting structures which are in addition to signs specifically designed for said supporting structures, i.e., parasitic signs.
 - (6) Signs not affixed to permanent foundations, and all temporary signs not in conformity with the provisions of this article.
 - (7) Signs, constructed of rigid materials, which swing or otherwise noticeably move as a result of wind pressure because of its manner of suspension or attachment.
- (e) *Illumination.* All illuminated signs, whether on-premises or off-premises, shall comply with the following:

- (1) Internal illumination is allowed in all zoning districts.
- (2) External illumination is allowed only in commercial and/or industrial zoning districts.
- (3) The light from any illuminated sign or billboard or from any light source, including the interior of a building, shall be so shielded, shaded or directed so that the light intensity shall not adversely affect surrounding or facing premises nor adversely affect the safe vision of operators of vehicles on public or private roads.
- (4) No sign shall have blinking, flashing, pulsating or fluttering lights or other illuminating devices which have a changing light operated to create an appearance or illusion of writing, printing or movement except for movement showing the date, time and/or temperature exclusively. In the C-2, C-3 and/or I-2 districts, additional information and blinking or flashing illumination may be allowed as a special exception.
- (5) Every illuminated sign shall comply with Illuminating Engineering Society of North America-based standards and may not have an illuminance that exceeds 0.3 foot-candles above ambient light as measured using a foot-candle meter or similar device at the prescribed distance depending upon sign area measured as follows:

Area of Sign (Square Feet)	Measurement Distance(Feet)
< 240	150
241 to 380	200
381 to 670	250

> 670	350
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(6) Electronic message board signs.

- a. Except as otherwise provided in this section, electronic message board signs may be displayed for church and public/private school use in all zoning districts as a special exception and as long as the sign is located on the lot in which the church or school is located. All electronic message board signs shall be in compliance with all other applicable codes regarding signs.
- b. In the C-2 and I-2 districts, electronic message board signs are a permitted use, provided that such signs do not interfere with traffic safety, and may not be confused with or construed as a traffic control device. All electronic message board signs in the C-2 and I-2 districts shall be in compliance with all other applicable codes regarding signs.
- c. Except as otherwise provided in this section, electronic message board signs may be displayed in the C-3 district along U.S. Highway 12 (6th Avenue) as a special exception and as long as the sign is located on the lot on which the business is located. All electronic message board signs in the C-3 district along U.S. Highway 12 (6th Avenue) shall be in compliance with all other applicable codes regarding signs.
- d. The minimum display time shall be six seconds, with the entire message static for the duration of the display time. Message changes must be instantaneous and may not employ fade dissolve, scrolling, or other effects.
- e. All electronic message board signs shall comply with Illuminating Engineering Society of North America-based standards, shall be equipped with dimming controls that automatically adjust the sign brightness in direct correlation with ambient light conditions, and may not have an illuminance that exceeds 0.3 foot-candles above ambient light as measured using a foot-candle meter or similar device at the prescribed distance depending upon sign area.

1. The measurement distance shall be as follows:

Area of Sign (Square Feet)	Measurement Distance (Feet)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77

65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100

For signs with an area in square feet other than or greater than those specifically listed in the table in this section, the measurement distance may be calculated with the following formula:

The square root of the product of the sign area multiplied by 100.

(Example for 12 square foot sign area:

$$12 \text{ square feet} \times 100 = 1,200$$

The square root of 1,200 is 34.6

Measurement distance is 34.6 feet)

- f. All electronic message board signs shall be equipped with a power supply shutoff readily accessible at all times to the zoning inspector and capable of being locked out by the zoning inspector.

(7) Illuminance measurements shall be performed as follows:

- a. The tester shall take the initial measurement by standing at ground level and aiming a foot-candle meter directly at the sign at least 30 minutes after sunset or 30 minutes before sunrise. The measurement will be taken as close as possible to the above prescribed distance from the sign face measured.
- b. After the initial measurement has been taken, the tester shall measure and determine the ambient light conditions with the illuminated sign off or displaying all black copy. The ambient light reading shall be taken with the same foot-candle meter at the same height and location used to establish the initial measurement.

(f) *Movement.*

(1) Movement may be allowed as a special exception only in C-2, C-3 and/or I-2 districts.

(2) Movement must be by mechanical means.

(g) *Painted wall signs.* Allowed only in commercial and/or industrial zoning districts.

- (1) Only on-premises signs are allowed.
- (2) Shall be repainted a minimum of once every three years, or as required as evidenced by chipping or faded paint.
- (3) Nonconforming or abandoned signs shall not be repainted and shall be totally removed within 90 days after notice of required maintenance has been given.
- (h) *Super graphics.* Allowed only in commercial and/or industrial zoning districts.
 - (1) Super graphics shall be allowed only after public hearing and approval by the city planning commission and city council.
 - (2) Super graphics shall be allowed solely on their artistic value and compatibility with their surroundings.
 - (3) Super graphics shall be subject to the same maintenance requirements as painted wall signs.
- (i) *Sign maintenance.* Unless otherwise noted, all signs within the city zoning jurisdiction shall comply with the following standards:
 - (1) All signs shall be kept in proper repair and maintenance, and the areas around them kept free of debris, weeds, and any other blighting or nuisance factors. The surface of all signs must be repainted whenever deemed necessary, as evidenced by paint fading, chipping or discoloration. The owner of a sign shall be responsible for its maintenance.
 - (2) On-premises signs shall be removed from the building and property within 30 days after the business or activity advertised is terminated. However, where the termination is temporary in nature the existing sign structures may be used to advertise the sale, lease, or rent of the property, provided that all advertising material related to the previous occupant is removed.
 - (3) Off-premises signs shall be removed within 30 days of abandonment of the sign as evidenced by termination of the activity or product advertised, or the lack of an advertising message for a period exceeding 60 consecutive days.
 - (4) Should any sign within the city zoning jurisdiction be found to be unsafe or insecure, or a menace to the public or is not kept in proper repair and maintenance, or has been constructed or erected in violation of the provisions of this article, the sign owner or property owner shall be given written notice of the violation. The owner shall then be given 14 days from the date of notice to bring the sign into compliance with the terms of this article. Should the owner fail to comply with the notice given, the city shall remove the sign in violation and recover all costs involved by the legal means most convenient to the city.
- (j) *Variances and special exceptions.*
 - (1) Variances and special exceptions shall be granted only in accordance with the procedures established in this article.

(2) Special exceptions shall be considered only for those situations specifically designated in this article.

(k) *General sign location.* These provisions shall apply to all signs in all locations unless more restrictive regulations are specified in a zoning district. Then the most restrictive provisions shall apply.

(1) *Wall signs.* Wall signs may be located anywhere on any wall of a building, except that, above the first floor, no window or part of a window shall be situated within the surface area of the supporting structure of such sign, nor shall any window or part of a window be covered. Flat wall signs may extend above the roofline of a structure only where the top of said sign is no more than four feet above the top of the uppermost window and/or door openings of said wall on a one story building only. In the case of a multistory building which has screening enclosing elevators, shafts, stairs, walls or heating and air conditioning units, a wall sign may be permitted within the area of screening.

(2) *Projecting wall signs.* Any one tenant with frontage on a public right-of-way and with direct ground floor access to the right-of-way may display one projecting wall sign.

a. Projection shall be subject to the absolute limits of eight feet from the face of a building and two feet from the back of the curb, the maximum projection of a projecting wall sign shall be determined by the distance of the sign from any neighboring property.

1. The allowable maximum projection shall be determined by the following formula:

Projection Formula

$$M = B + I$$

When:

M = Maximum projection of not more than eight feet

B = Base projection (four feet) the allowable projection regardless of location along frontage

I = L/(P) (four feet) increase over base projection of not more than four feet

F = Property frontage along one street right-of-way

N = Number of adjoining properties exclusive of street right-of-way

P = F/N (point or area of maximum projection) that point on a property which is the greatest distance from neighboring properties, or any area which is 50 feet or more from any neighboring property

L = Proposed sign location measured as the shortest distance from a neighboring property

2. Projecting wall signs may project over public right-of-way only where there is no required building setback, and no projection is allowed over the rights-of-way of U.S. Highway 12 or 281.
 - b. No projecting wall sign shall project above roofline.
 - c. Projecting wall signs shall have a minimum clearance of ten feet over a sidewalk and 18 feet over any street, alley or driveway.
- (3) *Freestanding signs.* A maximum of one freestanding sign per street frontage shall be allowed provided that the building setback is a minimum of 30 feet from the property line. No freestanding sign shall be erected or maintained or so placed that any portion of such sign will be within 30 feet of any corner formed by the intersection of any two streets, rights-of-way, or a street right-of-way and the right-of-way of any railroad intersecting said street unless said freestanding sign and support complies with the following requirements:
 - a. No portion of said sign shall be less than 12 feet above grade.
 - b. Open space between bottom of the sign and grade below shall be free of obstruction except for necessary supports.
 - c. Supporting members shall be of such size and spacing so as not to materially obstruct view of said intersection.
- (4) *Roof sign..*
 - a. The maximum height of roof signs shall not exceed ten feet above the roofline of a building.
 - b. All roof signs must be set back a distance of at least four feet from all the outside walls of the building on or over which they are located. It is the intention of this provision to provide a clear passageway around the sign.
 - c. All roof signs shall be installed or erected in such a manner that there shall be no visible support structure.
- (5) *Wall/roof signs.* Wall/roof signs shall meet all requirements of both projecting wall signs and roof signs.

- (6) *Canopy signs.* Canopy signs are of two types differentiated primarily by function. Awnings or canopies are designed primarily to provide protection from the elements. Marquees are designed primarily to display changeable messages.
- a. Awnings and canopies may be used by all types of establishments in all surroundings. Only individual cut-out letters and/or symbols may be attached to, painted, stenciled, or otherwise placed on these devices; except that each ground floor activity may display one pedestrian-oriented sign visible from beneath the awning or canopy provided that it does not exceed six square feet in area and is a minimum of seven feet above grade. Awnings and canopies may extend to within one foot horizontally of the curb face and may have a minimum height of seven feet from the lowest point, exclusive of supports and braces, on the canopy or awning to the top of the curb.
 - b. Marquees shall be subject to the same standards as awnings and canopies with the following exceptions:
 1. Only the following activities may display a marquee: motion picture theaters and facilities featuring eating, drinking and/or entertainment.
 2. The number of items of information in changeable copy shall not be included in the limits set in section 60-342(b).

Sec. 60-343. Permits, fees and inspection.

(a) Unless specifically excluded from these permit requirements, all signs erected within the city and any extraterritorial jurisdiction shall require a zoning permit for signs prior to construction. A zoning permit for signs shall be required in addition to any other applicable permits, and shall state or have attached thereto the following information:

- (1) The name and address of the applicant;
 - (2) All information required to determine compliance with the provisions of this article; and
 - (3) The name of the person, firm, or corporation erecting the sign.
- (b) Every applicant, before being granted a permit, shall pay a fee for each sign to be erected.
- (1) The zoning permit for signs fee shall be as provided in the city fee schedule on file in the office of the finance officer.
 - (2) Upon any substantial alteration, replacement, face change or relocation; other than routine maintenance of a sign shall constitute a new sign requiring a zoning permit for signs.

- (3) If a sign is erected without first obtaining a zoning permit for signs, said sign shall be deemed to be illegal and shall be removed within 14 calendar days of receipt of written notification from the planning and zoning department.

(c) Should any sign, for which a permit has been issued, not be erected within 120 days of the issuance of the permit, such permit shall expire and fees previously paid shall not be refunded.

Sec. 60-344. Legal nonconforming signs.

(a) *Notification of nonconformance.* After the enactment of the ordinance from which this article is derived, the administrator shall, as soon as practicable, survey the zoning jurisdiction and identify the signs which do not conform to the requirements of this article. Upon determination that a sign is nonconforming, the administrator shall use reasonable efforts to so notify either personally or in writing the user or owner of the property on which the sign is located of the following:

- (1) The sign's nonconformity; and
- (2) Whether the sign is eligible for characterization either as legal nonconforming or unlawful.

(b) *Signs eligible for characterization as legal nonconforming.* Any sign located within the zoning jurisdiction on the date of adoption of the ordinance from which this article is derived, which does not conform with the provisions of this article, is eligible for characterization as a legal nonconforming sign and is permitted, provided it also meets the following requirements:

- (1) The sign erected under a permit issued under the ordinances in effect at the date of erection.
- (2) The sign is properly maintained, and is not prohibited or otherwise to be discontinued or removed under the provisions of this article.

(c) *Loss of legal nonconforming status.* A legal nonconforming sign shall immediately lose its legal nonconforming designation if:

- (1) The sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance), which tends to or makes the sign less in compliance with the requirements of this article than it was before the alteration;
- (2) The sign is relocated;
- (3) The sign is replaced; or
- (4) Upon the occurrence of situations in subsections (c)(1) through (3) of this section, the sign shall be immediately brought into compliance with this article with a new permit secured therefor, or shall be removed.

(d) *Legal nonconforming sign maintenance and repair.* Nothing in this section shall relieve the owner or user of a legal nonconforming sign or owner of the property on which the legal nonconforming sign is located from the provisions of this article regarding safety,

maintenance and repair of signs; provided, however, that any repainting, cleaning and other normal maintenance or repair of the sign or sign structure shall not modify the sign structure or copy in any way which makes it more nonconforming or the sign shall lose its legal nonconforming status.

(e) *Conversion of existing nonconforming off-premises sign to electronic message board sign.* Notwithstanding any other provision of this Code, any existing static off-premises sign structure constructed as a result of a permit or board of zoning adjustment approval prior to September 11, 2019, shall be considered a legal sign and may be converted to an electronic message board sign structure, by the current permit holder, at the same height and location of the sign cabinet as it currently exists, as long as such sign is brought into compliance with all other current sign ordinances; provided, however, that no static off-premises sign closer than 150 feet to a residential area may be converted to an electronic message board sign, unless such sign was previously granted a closer distance variance from such residential area, and no converted electronic message board sign structure may be displayed closer than 600 feet to any other off-premises electronic message board sign structure. A converted electronic message board sign shall comply with all other provisions of the Code. A zoning permit for signs is required to make the conversion allowed by this subsection.

2. Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

3. Effective Date. The City Finance Officer shall cause this ordinance to be published in the official newspaper in clean text with all deletions and additions incorporated therein and footnotes omitted. This ordinance shall become effective twenty (20) days after the completed publication, unless the referendum is invoked.

ATTEST:

Travis Schaunaman, Mayor

Jordan McQuillen, Finance Officer

[SEAL]



City of Aberdeen

Council Agenda Memo

Agenda Item 7A

Meeting Date:	4/6/2026	Department:	Finance
Agenda Section:	New Business	Presented by:	Finance Department
Res./Ord. Number:	None	Attachments:	2

Agenda Item Title:

Public Hearing and possible approval of a new Retail On-Off Sale Wine and Cider License to Costa Brava LLC dba Costa Brava Peruvian Kitchen at 104 S Main St, Suite 112

Proposed or Possible Action:

Motion and second to approve the new Retail On-Off Sale Wine and Cider License to Costa Brava LLC dba Costa Brava Peruvian Kitchen at 104 S Main St, Suite 112

Overview:

Costa Brava LLC dba Costa Brava Peruvian Kitchen submitted an application for a new Retail On-Off Sale Wine and Cider License. A Notice of Hearing on the license request was published in the Aberdeen Insider on March 19, 2026, as required by SDCL. The APD performed a background check on the applicant(s), the AFD and Community Development inspected the location.

Financial Consideration:

None

Attachments:

1. Copy of Uniform Alcoholic Beverage License Application
2. Department Recommendation form

Date Received: _____
 Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. _____

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <i>Costa Brava LLC</i>		Phone Number <i>6054184045</i>	
Address <i>716 N Washington St</i>	City <i>aberdeem</i>	State <i>SD</i>	Zip <i>57401</i>

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <i>Costa Brava Peruvian Kitchen</i>		Phone Number <i>605-418-4045</i>	
Address <i>104 S Main St suite 112</i>	City <i>aberdeem</i>	State <i>SD</i>	Zip <i>57401</i>

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

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

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
County	<i>Brown</i>
Do you own or lease this property?	<input type="checkbox"/> OWN <input checked="" type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Is this license in active use?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

LT 1-2 & N 20.9' & W 42' OF S 4.1' LT 3 & W 42' OF N 19' LT 4 BK 10 ORIGINAL PLAT, SUITE 112

- E. State Sales Tax Number [REDACTED]
- F. New License Transfer? (\$150) Re-issuance

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

Date <i>03/08/2026</i>	Print Name <i>FRANNIN RAMOS.</i>	Signature <i>[Signature]</i>	x
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H. APPROVAL OF LOCAL GOVERNING BODY Notice of hearing was published on _____, Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held:
 Establishment is ineligible for video lottery:
 Amount of fee collected with application: \$ _____
 Amount of fee retained: \$ _____
 Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

**Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC COSTA BRAVA LLC		
Address of office and principal place of business of corporation/partnership/LP/LLC 104 S Main ST suite 112		
City aberdeen	State South Dakota	Zip Code 57401
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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

Name	Office	Address	Occupation
FRANKIN RAMOS		716 N Washington St	chef

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location
NA				


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

COSTA BRAVA LLC 104 S Main St suite 112 aberdeen, Records kept by Frankin Ramos
--

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner 	Date 03/08/2026
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DEPARTMENTS' RECOMMENDATION FORM
ALCOHOL BEVERAGE/LOTTERY LICENSE
APPLICATIONS
Internal Use Only

NEW
RW

03/11/2026

Applicant Information: Costa Brava, LLC dba Costa Brava Peruvian Kitchen | 605-418-4045
 104 S Main St, Suite 112

TYPE OF LICENSE	NEW	RENEW	TRANSFER
RETAIL LIQUOR/RESTAURANT LIQUOR			
PACKAGE OFF-SALE LIQUOR			
RETAIL ON-OFF SALE WINE	X		
RETAIL ON-OFF SALE MALT BEVERAGE			
SPECIAL ONE-DAY RETAIL LIQUOR			
VIDEO LOTTERY			

DEPARTMENT RECOMMENDATION

Police Department

- Approved
- Disapprove

Comments:

Date: 3-13-26 By: Capt. Tony Bisbee

Fire Department

- Approved
- Disapprove

Comments:

Number of Video Lottery Machines: _____ Verified: _____

Date: 3-16-26 By: _____

Community Dev.

- Approved
- Disapprove

Comments:

Date: 3/17/26 By: _____

Finance Dept.

- Approved
- Disapprove

Comments:
Fees PIF

Video Lottery Eligible: Yes No Property Taxes Paid: Yes No Leased NA

Date: 3/30/26 By: Stu Thoty



City of Aberdeen

Council Agenda Memo

Agenda Item **7B**

Meeting Date:	4/6/2026	Department:	City Manager
Agenda Section:	New Business	Presented by:	City Manager City Attorney
Res./Ord. Number:	26-04-01R	Attachments:	4

Agenda Item Title:

Possible approval of Resolution No. 26-04-01R creating economic development Tax Increment Financing District No. 45.

Proposed or Possible Action:

Motion by _____, second by _____ to approve and adopt Resolution No. 26-04-01R creating Tax Increment Financing District No. 45 for a new business park for economic development and establishing terms and conditions for the tax increment district.

Overview:

Aberdeen Development Corporation seeks to establish TIF 45 to finance and reimburse expenses for an economic development project known as Roosevelt Business Park. ADC is a nonprofit corporation formed in 1955 for the sole purpose of fostering economic development in Aberdeen and the surrounding area. For over 70 years, ADC has worked as part of a larger ongoing economic development effort to bring new businesses to Aberdeen and retain existing businesses and help them grow. It has done so by evolving to meet Aberdeen’s needs and business’ ever-changing requirements. ADC helped bring the AGP soybean plant to Aberdeen, the largest new construction in South Dakota history at the time, has built commercial space to allow businesses to move in quickly, and has built two successful industrial parks – the east business park, directly south of the AGP plant, and the original business park, west of 3M. ADC designed and built these parks to give businesses a place to build and room to grow. The Roosevelt Business Park is similarly designed and will create 15 lots ready for retail, commercial, and industrial development on approximately 56.55 acres of land west of the east business park.

With total TIF-eligible expenses of \$9,100,454, ADC is requesting TIF reimbursement totaling **\$5,519,000** from the projected positive tax increment over the 20-year life of the district. ADC acknowledges that it has been awarded a federal Economic Development Assistance grant of \$3,500,000 to offset public infrastructure costs of the project but requests additional TIF monies as a grant from the City under SDCL § 11-9-15(8). ADC requests the additional funding as necessary to stimulate and develop the general economic welfare and prosperity of the state and in aid of its economic development mission.

The project costs to be reimbursed include infrastructure costs associated with the construction of Industrial Avenue east from Roosevelt Street to Ole Crow Lane, Barringer Avenue, and Ole Crow Lane, curb and gutter, sidewalks, water, sewer, and storm drainage improvements.

The property in the district is all undeveloped. At least 50% of the district will stimulate and develop the general economic welfare and prosperity of the City of Aberdeen and State of South Dakota through the promotion and advancement of industrial, commercial, or manufacturing uses in TIF 45.

The Planning Commission on March 17, 2026, recommended approval of the Project Plan for TIF 45 and established the district boundaries identified therein. Administration supports the creation of TIF 45 and recommends the Council, by resolution, determine the aggregate sum of TIF reimbursement for the project, which amount shall be the maximum total reimbursement for all project capital costs, financing costs, and other TIF-eligible expenses. The resolution should also authorize execution of the Development Agreement and establish the district and its term of years.

Financial Consideration:

Enter Financial Consideration Description here.

Attachments:

1. Resolution No. 26-04-01R
2. TIF 45 Project Plan
3. Staff Report of Community Development Department
4. Development Agreement – to be signed by City and Developer

11-9-15. Items included in project costs.

For the purposes of this chapter, the term "project costs" means:

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing, over-excavation, and grading of land, including use of engineered fill and soil compaction; and the amount of interest payable on tax increment bonds issued pursuant to this chapter until the positive tax increments to be received from the district, as estimated by the project plan, are sufficient to pay the principal of and interest on the tax increment bonds when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs, any premium paid over the principal amount thereof because of the redemption of obligations prior to maturity, and a reserve for the payment of principal and interest on obligations in an amount determined by the governing body to be reasonably required for the marketability of obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a political subdivision of real or personal property within a district, less any proceeds to be received by the political subdivision from the sale, lease, or other disposition of property pursuant to a project plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by a municipal or county employee in connection with the implementation of a project plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of a district and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, that are found to be necessary or convenient to the creation of a district, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state. No payment or grant may be used for any residential structure pursuant to § [11-9-42](#).

Source: SL 1978, ch 91, § 3; SL 1983, ch 37, § 7; SL 2011, ch 73, § 6; SL 2018, ch 70, § 18; SL 2022, ch 34, § 1; SL 2024, ch 45, § 7.



RESOLUTION NUMBER 26-04-01R

RESOLUTION CREATING TAX INCREMENT FINANCING DISTRICT NUMBER 45

WHEREAS, a public hearing was held before the Planning Commission of the City of Aberdeen, South Dakota, on March 17, 2026, at 7:00 p.m., in Council Chambers in the Municipal Building, 123 South Lincoln Street, Aberdeen, South Dakota, pursuant to notice of such hearing, for the purpose of considering the creation of Tax Increment Financing District Number 45 (hereafter “TIF 45”) and its proposed boundaries, such public hearing also being the time and place for its regular meeting; and

WHEREAS, the Planning Commission at such regular meeting did establish the boundaries of TIF 45 and did recommend the City Council of the City of Aberdeen, South Dakota, create TIF 45; and

WHEREAS, the Planning Commission at such regular meeting did recommend to the City Council that it approve and adopt the Project Plan; and

WHEREAS, such action by the Planning Commission was done in accordance with SDCL Chapter 11-9 at a regular meeting of the said Planning Commission after notice properly given and after due hearing and being appropriately and properly advised.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Aberdeen, South Dakota, as follows:

1. ***District Necessity.*** Pursuant to SDCL §§ 11-9-4 and 11-9-8, the City Council hereby declares the necessity to form TIF 45 in the City of Aberdeen and finds that not less than fifty percent, by area, of the real property within TIF 45 will stimulate and develop the general economic welfare and prosperity of the City of Aberdeen and State of South Dakota through the promotion and advancement of industrial, commercial, and manufacturing in TIF 45 enhancing the area and improving the tax base of the City of Aberdeen, and the improvement of the area is likely to enhance significantly the value of substantially all other real property within TIF 45 and immediately adjacent thereto.

2. ***District Boundaries.*** The boundaries of TIF 45 shall be and the same are hereby designated as:

Lots 1, 2, and 3, Wagner Holdings Third Addition to the City of Aberdeen, in the W½ of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown

County, South Dakota (Parcel IDs #30698, 30699, 30700); and

Lot 2, Wagner Holdings Second Addition in the W½ of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota (Parcel ID #26954).

3. ***Creation and Conditions.*** TIF 45 is hereby created with an effective date of April 6, 2026, and upon the following conditions:

- (a) ***Term of District.*** The term of TIF 45 shall be twenty (20) years from the date of the creation of TIF 45, therefore, positive tax increments may not be allocated to the City longer than twenty (20) years after the calendar year of creation of TIF 45.

- (b) ***Payment of Project Costs.***
 - (1) Project costs eligible for reimbursement by the City from positive tax increments shall not exceed the aggregate sum of \$ _____, which sum is the maximum total reimbursement for the project capital costs, financing costs, and other TIF-eligible expenses described in the Project Plan.
 - (2) No project cost incurred after five (5) years following the creation of TIF 45 may be paid from positive tax increments unless an amendment to the Project Plan is adopted.
 - (3) All outstanding indebtedness for project costs financed by Aberdeen Development Corporation (the Owner and Developer of land which has been designated the “Roosevelt Business Park Development”), and its successors and assigns, shall be paid or retired no later than the term of TIF 45.
 - (4) Reimbursement of Developer’s project costs or payments to holders of indebtedness issued to pay project costs shall be made solely from the special fund for TIF 45 created under SDCL § 11-9-31. Each instrument of indebtedness shall contain such recitals as are necessary to show that the instrument is only so payable and that the instrument does not constitute a general indebtedness of the City or a charge against its general taxing power. TIF 45 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
 - (5) City, unless otherwise instructed by Developer in writing in its sole discretion may prioritize payments from the special fund to one lender

over any other and may allocate payments among lenders on other than a pro rata basis.

- (c) **No Claim to Discretionary Formula.** Developer will not claim, and shall impose covenants upon any direct transferee of land to permit no claim to, any portion of the discretionary formula of all of the assessed valuation for tax purposes for the applicable period following construction of new retail, commercial, or industrial structures on any of the lots developed by Developer. As a local industrial development corporation, Developer, pursuant to SDCL § 10-4-8.1, may not receive a property tax exemption on real property owned by Developer and located in the District.
- (d) **No Remittance Upon Default.** No Tax Increment Revenues for reimbursement of eligible project costs will be remitted by the City to Developer or to holders of indebtedness issued to pay for project costs if Developer is in default of the Tax Increment Financing District Number 45 Development Agreement as fully-executed by and between Developer and the City of Aberdeen (hereafter the “Development Agreement”).

4. **District Name.** TIF 45 shall be named and designated as “Tax Increment Financing District Number 45, City of Aberdeen, South Dakota.”

5. **Project Plan.** Pursuant to SDCL 11-9-13, the Project Plan submitted by Developer includes information satisfying each of the five requirements contained therein. Pursuant to SDCL 11-9-16, the Project Plan includes information satisfying each of the six requirements contained therein. The Project Plan is feasible and in conformity with the master plan of the City. Except as otherwise amended by this Resolution, the Project Plan shall be and the same is hereby approved and adopted.

6. **Development Agreement.** The Development Agreement shall specify the conditions for development of the owner’s property in TIF 45 and for financing and payment of the project costs, except that no tax increment bonds may be issued. The Development Agreement when fully-executed shall be expressly incorporated herein and adopted by reference. The Development Agreement may be amended from time to time by mutual agreement of the parties.

7. **Aggregate Valuation.** The aggregate assessed valuation of the taxable property in TIF 45 plus the tax increment base of all other existing tax increment financing districts does not exceed 10% of the total assessed value of taxable property in the City of Aberdeen, South Dakota.

8. **General Conditions for Termination of District.** TIF 45 shall terminate upon the earliest date of any of the following occurrences:

- a. Positive tax increments are no longer allocable to TIF 45;
- b. The Council, by resolution, dissolves TIF 45, after payment or provision for payment of all project costs and grants of TIF 45; or
- c. Developer is in default of the Development Agreement and fails to cure such default within the time specified therein.

9. **Execution of Documents.** The City Manager and Finance Officer are authorized to execute those documents necessary to create and certify TIF 45 as of the effective date of its creation. The City Manager is authorized to finalize the execution of the Development Agreement and to enter into such amendments thereto from time to time as the City Manager determines to be in the best interests of the City of Aberdeen.

10. **Acceptance by Developer.** Developer may accept this Resolution by executing and acknowledging the same within 20 days of the date of adoption of this Resolution. Upon timely acceptance of this Resolution, Developer shall be bound by all terms and conditions contained herein. If Developer timely accepts this Resolution, it shall become effective 20 days after the completed publication, unless the referendum is invoked.

11. **Severability.** The provisions of this Resolution are severable. If any provision of this Resolution or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application.

The foregoing Resolution was considered at a regular meeting of the Aberdeen City Council on the 6th April, 2026, and upon Roll Call vote the Resolution was adopted.

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

ATTEST:

 Travis Schaunaman, Mayor

 Jordan McQuillen, Finance Officer

* * * * *

ACCEPTED: The Developer, **ABERDEEN DEVELOPMENT CORPORATION**, by and through its authorized agent, accepts Resolution No. 24-04-01R and agrees to be bound by its terms and conditions and to its incorporation into the Tax Increment Financing District Number 45 Development Agreement entered into between the City of Aberdeen and the Developer.

**DEVELOPER:
ABERDEEN DEVELOPMENT
CORPORATION**

Dated: _____, 2026

Tim Hanigan, Executive Director

On this _____ day of April, 2026, before me, _____, the undersigned officer, personally appeared **TIM HANIGAN**, who acknowledged himself to be the Executive Director of **ABERDEEN DEVELOPMENT CORPORATION**, A nonprofit corporation, and that being authorized to so do he executed the foregoing instrument for and on behalf of the corporation for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My Comm. Expires: _____

Project Plan

Tax Incremental Finance District Number 45

City of Aberdeen, South Dakota

THIS DOCUMENT SUBMITTED BY:

Aberdeen Development Corporation
506 Main Street South, Suite #2
Aberdeen, SD 57401
605-229-5335

Statement Objectives

1. To increase the amount of industrial property subject to taxation by the City, Aberdeen School District, Brown County, and other taxing jurisdictions to provide them additional revenues for the services and programs they provide.
2. Provide financing necessary for the orderly and beneficial development of the district.
3. Encourage development of blighted areas in a manner compatible with the City Plan.
4. Expand Aberdeen's industrial park to provide employment opportunities compatible with other planning and development goals.

Narrative

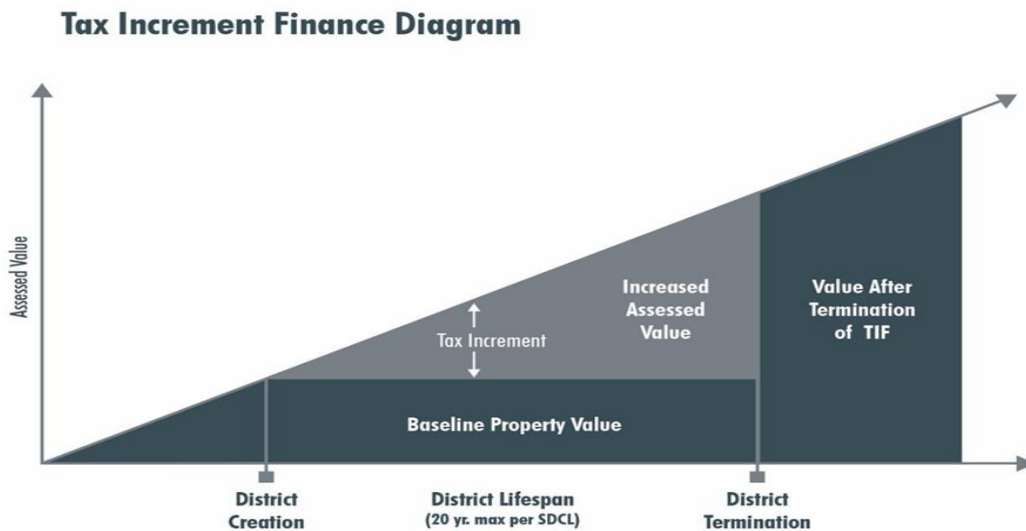
Tax Increment Financing ("TIF") is an incentive offered by local governments to attract private development and investment. New investment creates new jobs, more customers, and in turn, more investment opportunity. TIF can also retain existing businesses that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more revenue for the community. TIF helps to overcome the extraordinary costs that often prevent redevelopment and private investment from occurring in difficult to develop areas of the community. As a result, the TIF District itself improves and property values increase.

In Aberdeen, TIF funding has been used for the following purposes: to stimulate economic development in the community by assisting projects that promote the long-term economic vitality of Aberdeen; to encourage the redevelopment of deteriorated, or otherwise blighted property; and, to stimulate increased private investment in areas that would have otherwise remained undeveloped or under-developed and which will, in the long-term, provide a significant source of additional tax revenues to all taxing entities.

Specifically, money for improvements and other incentives is generated from the growth in property tax revenues the "tax increment." A tax increment is the difference between the amount of property tax revenue generated from property within the TIF District before TIF District designation and the amount of property tax revenue generated from the same property within the TIF District after TIF Designation and improvements occur. Property taxes collected on properties included in the TIF at the time of its designation continue to be distributed to the school districts, county, and all other taxing districts in the same manner as if the TIF District did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF District are available for use by the City to fund project costs in the TIF District. The graph that follows depicts this concept.

The Aberdeen Development Corporation is a nonprofit corporation formed on December 5, 1955 for the sole purpose of fostering economic development in Aberdeen and the surrounding area. For over 70 years, ADC has worked as part of a larger ongoing economic development effort to bring new businesses to Aberdeen and retain existing businesses and help them grow. It has done this in a variety of ways that have evolved to meet Aberdeen's needs and business' ever-changing requirements. ADC was instrumental in bringing the AGP soybean plant to Aberdeen, the largest new construction in South Dakota history at the time. It has also built commercial space to allow businesses to move in quickly. And it has built two very successful industrial parks. The east business park, directly south of the AGP plant, and the original business park, west of 3M. ADC designed and built these parks to give businesses a place to build and room to grow.

The concept worked well because both parks are full. ADC has no land in either park to offer to a new or expanding business. TIF 45 is directly west and adjacent to the original business park. Expanding the park in this manner allows Industrial Avenue to be extended and serve as a mile-long corridor of business-friendly building locations giving access to both Roosevelt Street on the west side and Brown County Highway 19 on the east side. This project will convert land that has been vacant for years into 15 business sized lot served by paved streets and city utilities. Most importantly, TIF 45 gives Aberdeen one of the most important resources for further economic development, land ready for businesses. ADC expects the new Roosevelt Business Park to fill quickly and has already identified the future Rivett Business Park north of 3M as the next location to develop for businesses. TIF 45 will allow ADC to continue its long history of nonprofit economic development in Aberdeen.



As set forth in South Dakota Codified Law, Chapter 11-9, a local government can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be approved by the City Planning Commission and the City Council.

Plan Purpose and General Definitions

TIF #45 will be for economic development. The District and Project “includes any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax increment financing district” as specified in SDCL 13-13-10.2 and 13-13-10.10. It satisfies the requirements for a Tax Increment Finance District as specified in SDCL Chapter 11-9. The plan will describe the boundaries of the TIF District, estimated costs, feasibility and fiscal impact of the Tax Increment Finance District, and conformance with development guidelines of the City of Aberdeen relating to TIFs in general.

This tax increment district is intended to pay for certain infrastructure construction expenses, improvements, professional/engineering, and financing costs necessary to build the 56.55-acre Roosevelt Park Development (Project”) west of the current industrial park.

This Project will benefit Aberdeen in many ways. An expanded industrial park will attract new businesses to the area with the prospect of additional jobs and additional higher paying jobs. The Developer intends to hire local contractors for the infrastructure construction if the bidding process allows. All infrastructure construction will exceed Aberdeen City Code requirements.

The Developer will incur significant costs in bringing utilities to the expanded industrial park and constructing the public streets and sewers within the proposed Project area. This TIF, will allow the Developer to recoup some of the costs and stimulate future development in Aberdeen. Construction of the Project will not occur without the proposed TIF due to the costs associated with such a large project. By granting TIF #45, Aberdeen will allow a large blighted open area of land to be developed, provide additional workforce opportunities for the citizens of Aberdeen. Furthermore, this Project will stimulate the general economic prosperity of the region through job creation, increased tax revenue, and support of economic development strategies.

Below are the are the definitions of certain terms found in this Project Plan:

"Base Value" or "Tax Incremental Base Value" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the District is created, as determined by SDCL § 11-9-20.

"Blighted" means property that meets any of the criteria as defined and established by SDCL § 11-9-9.

"Developer" means any individual or entity responsible for carrying out any portion of the projects listed in the TIF plan, including both expenses considered eligible for TIF reimbursement, and any other costs associated with private projects within the plan.

"Project Development Agreement" means any agreement which is binding between the City and one or more Developers and which specifies the duties, responsibilities, and obligations of all parties relative to the implementation of this plan. The agreement commits the Developer to complete listed projects and commits the City to payments of tax increment revenues to the developer(s), among other items. The agreement can include contingency and performance provisions.

"Project Costs" means any expenditure or monetary obligations by the City of Aberdeen, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by the City of Aberdeen in connection with the implementation of this plan.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" all real taxable property located in a Tax Incremental District.

"Tax Incremental District" a contiguous geographic area within the City of Aberdeen defined and created by resolution of the governing body and named "City of Aberdeen Tax Incremental District Number Forty-five" ("TIF #45").

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

All other definitions in SDCL 11-9 will apply.

**Legal Description of Properties
Within TIF #45**

The real property included within TIF #45 is legally described as follows:

- Parcel ID #30698 LT 1 WAGNER HOLDINGS 3RD ADD W1/2 17-123-63
- Parcel ID #30699 LT 2 WAGNER HOLDINGS 3RD ADD W1/2 17-123-63
- Parcel ID #30700 LT 3 WAGNER HOLDINGS 3RD ADD W1/2 17-123-63
- Parcel ID #26954 LT 2 WAGNER HOLDINGS 2ND ADD W1/2 17-123-63

The boundaries of TIF #45 do not overlap with any other Tax Incremental Districts.

Aberdeen Taxable Value

State law requires that tax increment districts cannot exceed 10% of the taxable value of the City of Aberdeen. The base value of the taxable property in TIF #45 is approximately \$453,906.

Given the addition of TIF #45, the cumulative base value of active TIF tax increment districts in Aberdeen will not exceed 10% of Aberdeen’s taxable value.

Type and Amount of Public Works or Improvements

In accordance with SDCL § 11-9-13 the following table lists type and estimated costs of the Public Works or Improvements:

Type	Amount
Project Capital Costs - SDCL § 11-9-15 (1)*	\$5,532,562
Financing Costs (Est. 6.5%) - SDCL § 11-9-15 (2)	\$3,510,892
Professional Costs - SDCL § 11-9-15 (4)	\$25,000
Administrative Costs - SDCL § 11-9-15 (5)	\$30,000
Organizational Costs - SDCL § 11-9-15 (7)	<u>\$2,000</u>
TIF-Eligible Expenses Total	\$9,100,454
<i>TIF Requested</i>	<i>\$5,519,000</i>

*See **Exhibit 1** attached hereto for an itemization of the project costs SDCL 11-9-15(1) authorizes the developer to pay using TIF funds.

*The City reserves the right to move project costs from one category to another without requiring an amendment to the plan.

All eligible Project Capital Costs will be expended by the Developer within five years of establishment of TIF #45 by the City Council.

The eligible capital, financing, other costs, and fees total \$9,100,454 and Developer is requesting tax increment financing in amount of \$5,519,000. ADC has applied for an EDA grant to help cover the construction cost and, if awarded, that grant plus local contributions plus TIF 45 funds will allow ADC to move forward with the Roosevelt Business Park.

But ADC has rare opportunity to capture additional money for Aberdeen. Governor Rhoden recently awarded ADC Future Funds for the express purpose of purchasing the land for the future Rivett Business Park. While this award is significant, it is not enough for ADC to commit to the purchase; without additional funding, ADC will need to return the Future Funds. But TIF can serve as the necessary additional funding. If Aberdeen grants ADC the full TIF 45 funding requested,

ADC can stack some of the TIF funding with the Future Funds money and purchase the Rivett land. This is a great windfall for Aberdeen because it will allow ADC to use it future funds to recruit and retain businesses instead of buying land. Even if the City Aberdeen determines the grants and local funds should be used to offset the project costs, the City can still recognize the Rivett Business Park expenses as "...necessary...to stimulate and develop the general economic welfare and prosperity of the state" and grant ADC the additional TIF funds as authorized by SDCL 11-9-15(8). This is a very low-cost opportunity for the City to help ADC secure land for future growth and development.

After all construction is complete, the tax increment will be approximately \$310,347. The increment will increase to \$473,988 in the final year of payout. The projected payout will be no greater than 20 years. All obligations of the City are contingent on the Developer signing the Developer Agreement.

If eligible Project Costs, in sum, exceed the total value set forth above, an amendment to the project plan in accordance with SDCL §11-9-23 will be required.

Economic Feasibility Study

Current Valuation. TIF #45 is proposed for creation in accordance with SDCL 11-9-2 to 11-9-10. A boundary map showing the land included in TIF #45 District is attached hereto as **Exhibit 2**. The proposed land included has a current assessed value of \$453,906, as shown in the table below. This number represents the Base Value of the TIF #45 District.

Parcel ID	2024 Taxable Assessed Value
30698	\$100,023
30699	\$285,300
30700	\$45,716
26954	\$22,867
Base Valuation Total	\$453,906

The feasibility of the project is based upon using tax increment financing to fund the TIF eligible "Project Costs" which are estimated to be \$9,100,454.

With tax increment financing, the current real property tax assessed value of all properties in tax increment financing district is established as the "base value." As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed to the reimbursement of approved project costs.

The estimated tax increment resulting from the completed improvements is shown in the table attached hereto as **Exhibit 3**. Exhibit 3 indicates that the TIF will pay for the Project Costs and financing. The study concludes that the proposed project is feasible.

Financing Method

Developer expects to complete Project construction within nine months from the start of construction. Construction is anticipated to begin in first quarter and be completed by end of the year. The Developer intends to obtain financing at an interest rate not to exceed 6.5% to fund the

Project Costs set forth in the TIF. The TIF Project Costs will be segregated, and tax increment will be used to fund the project costs.

The Developer will enter into a Developer Agreement with the City to remit TIF revenue to the Developer for eligible Project Costs identified within the plan. TIF Eligible Project Costs and expenditures will be paid out of the loan secured by the Developer as they are initially incurred. There will be no advances by the City, unless contemplated in a Developer Agreement. The City may reimburse itself for administrative and professional costs from the tax increments as defined in the Development Agreement between the City and the Developer.

Fiscal Impact on Taxing Authorities

During the reimbursement phase (that can last up to 20 years from the date TIF #45 is created), the anticipated annual increase in taxes is expected to reimburse the Developer and is expected to have an immense positive fiscal impact on all entities levying taxes upon property in TIF #45 District.

Total Tax Mill Levy	19.529	% of Levy
Brown County	3.868	19.81%
School District	10.268	52.57%
James River Valley Water District	0.056	0.29%
City of Aberdeen	5.337	27.33%

The Project will likely generate the following anticipated annual property tax revenue (as shown cumulatively and by taxing entity) and be allocated to the TIF District. A beginning-course average revenue in 2026 is used for illustration and an end-course average revenue in 2046 is used for illustration.

Total Tax Payment (2025 due 2026)	\$8,897
Brown County	\$1,762
School District	\$4,677
James River Valley Water District	\$26
City of Aberdeen	\$2,432

Total Tax Payment (2046)	\$482,885
Brown County	\$95,660
School District	\$253,853
James River Valley Water District	\$1,400
City of Aberdeen	\$131,972

Finding of Blight/Economic Benefits Statement

A significant portion of the areas contained in Tax Incremental District Number 45 act as an economic constraint on the general economic and welfare of the state in its present condition and use. Further, pursuant to SDCL Section 11-9-8, the City of Aberdeen must include findings in the aforementioned resolution: (a) that either the area within the district is “blighted” (as further defined in SDCL Section 11-9-9) or that the planned improvements “will stimulate and develop the general economic welfare of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural or natural resources”; and (b) that the planned improvements within the District are “likely to enhance significantly the value of all of the other real property in the District”.

Property Description. The property is currently an open field. This area is blighted, as defined by SDCL § 11-9-9, and SDCL § 11-9-10, due to a variety of reasons:

1. Predominance of defective or inadequate street layouts;
2. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
3. Conditions exist which endanger life or property by fire or other causes;
4. Unsanitary or unsafe conditions; and
5. It is an area predominantly open and which, because of obsolete platting, diversity or ownership, deterioration of structures or site improvements, or otherwise, substantially impairs the City's growth.

Granting the proposed TIF enables the highest and best use of the property, which ultimately increases the amount of taxes the taxing entities will receive at the conclusion of the TIF. In the event the TIF fails to pass, this project will not move forward as currently designed due to the financial constraints and limitations associated with developing the property. The development of Project will not occur significantly reducing the benefit to Aberdeen. The properties' highest and best use lies with the Project to increase job opportunities for Aberdeen's growing population, give purpose, and utilize a blighted large undeveloped open field within the City of Aberdeen.

Summary. In addition to the above reasons, statutory requirements are met because the property within the proposed District satisfies the requirements established in SDCL Section 11-9-8 in that it will "stimulate and develop the general economic and welfare of the state" and "will significantly enhance the value of substantially all real property in the district."

Changes to the City of Aberdeen Master Plan, Map, Building Codes, and Ordinances

In accordance with SDCL §11-9-16(4), there are no changes needed in the City of Aberdeen Master Plan, Map, Building Codes, and ordinances. Proposed structures and improvements within the boundaries of TIF #45 District will be in compliance with all applicable building, fire and zoning codes of the City of Aberdeen.

List of Estimated Non-Project Costs

The total cost to build-out the Roosevelt Park Development is estimated at \$27,478,177. After deducting the TIF eligible amount of \$9,100,454 the non-TIF-eligible costs are \$18,377,723.

Statement of Displacement and Relocation Plan

As required by SDCL §11-9-16(6), no persons or families will be displaced by the Project. Additionally, no persons or families reside on the premises. Therefore, no relocation plan is needed.

Project Statement as to Zoning and Property Use Impact

In addition to the matters required pursuant to SDCL § 11-9-13, the following is submitted as part of the project plans as required by SDCL §11-9-16:

1. The property is presently zoned as R-2. The property will have to be rezoned as I-2 for a proper zoning designation for the purposes enumerated and outlined in the project plan. A map showing the zoning is attached as **Exhibit 4**.
2. An existing conditions map is attached as **Exhibit 5**. TIF #45 District is currently a large open field within city limits.
3. A map showing the proposed improvements and uses is attached as **Exhibit 6**.

Respectfully Submitted,
Aberdeen Development Corporation.

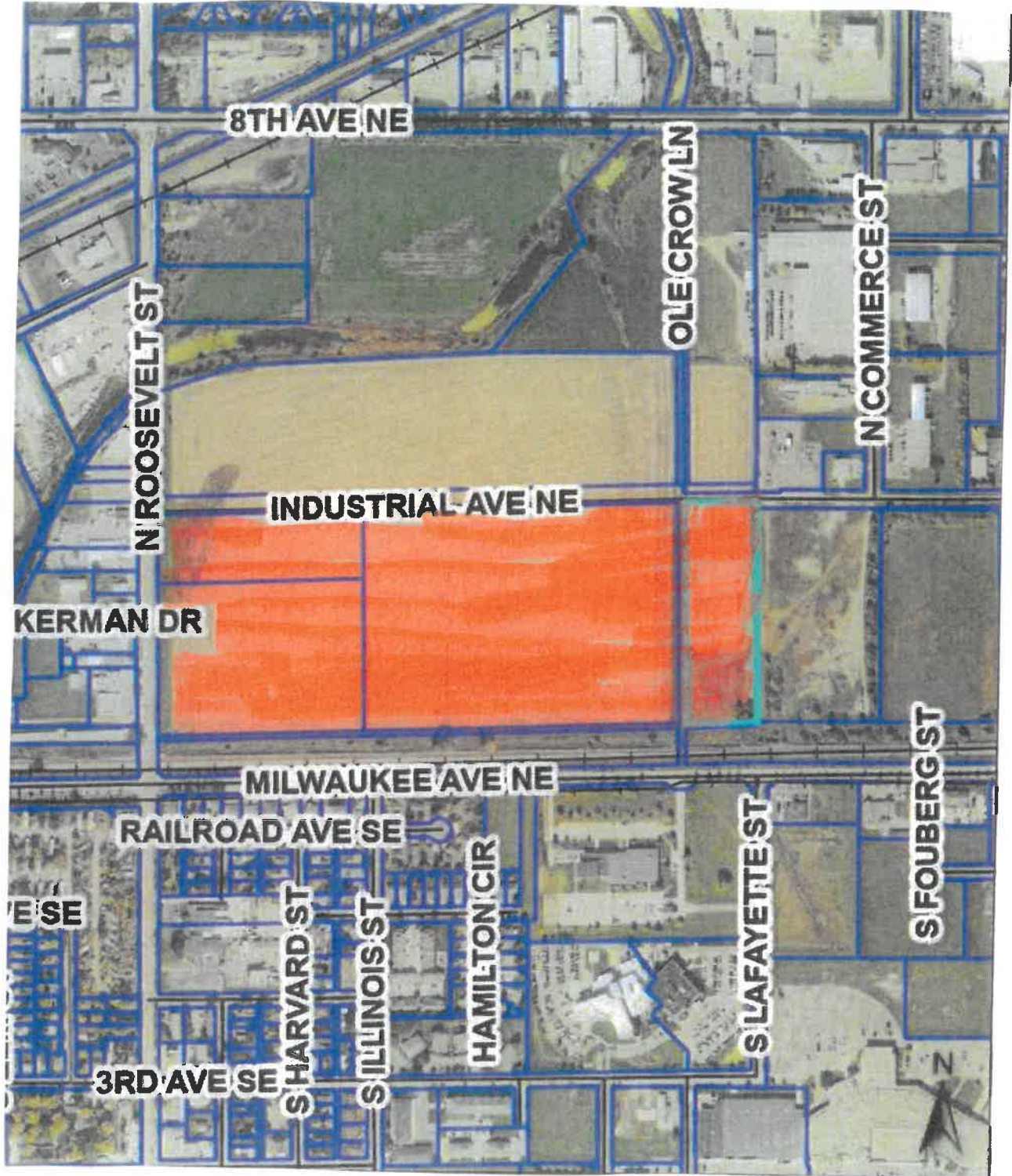
EXHIBIT 1
Costs Breakdown
Aberdeen Development Corporation Roosevelt Park Project Costs

Infrastructure Preliminary Base Bid

1	Mobilization	\$457,000
2	Remove and Dispose of Asphalt Surfacing	\$1,800
3	Remove and Dispose of Concrete Street Surfacing (Roosevelt St.)	\$4,480
4	Remove and Dispose of Concrete Curb and Gutter	\$1,440
5	Remove and Replace Concrete Sidewalk	\$7,280
6	Strip and Stockpile Topsoil (18" depth)	\$81,480
7	Unclassified Excavation	\$140,000
8	12" Scarify and Recompact in Streets	\$65,331
9	Geotextile Separator Fabric	\$35,000
10	Reinforcing Geogrid (under 3.5" Asphalt/9" Gravel Roads)	\$91,000
11	Granular Base Course (12" depth under Asphalt)	\$336,927
12	Asphalt Concrete (4.5" depth)	\$1,063,125
13	Bituminous Tack Coat	\$18,000
14	24" Curb and Gutter	\$246,400
15	6" Reinforced Concrete Filler	\$43,200
16	Concrete Street Repair of Roosevelt (w/Fast Track concrete)	\$28,000
17	Topsoiling from Stockpile (8" depth)	\$130,368
18	2' x 3' Inlet e/ Tyle B Frame and Grate	\$157,980
19	3' x 4' Inlet w/ Type B Frame and Grate	\$110,096
20	15" RCP Storm Stewer Piping	\$135,520
21	18" RCP Storm Stewer Piping	\$172,000
22	24" RCP Storm Stewer Piping	\$157,500
23	24" RCP Storm Sewer Flared End	\$3,022
24	Cap Storm Sewer for Future Use	\$3,200
25	Storm Crossing Under 72" Storm	\$15,000
26	10" C900 PVC Watermain Piping	\$464.625
27	6" C900 PVC Watermain Piping	\$30,800
28	10" Saddle w/ 2 Corp. Stop	\$21,000
29	2" Water Service Line	\$25,200
30	2" Curb Stop w/ Box	\$11,200
31	Connect 10" Mains to Existing Watermain (Saddle tap w/Valve)	\$70,500
32	10" DI Tee	\$4,000
33	10" x 6" x 10" DI Tee	\$24,000
34	10" Gate Valve w/Box	\$33,000
35	6" Gate Valve w/Box	\$30,000
36	6" Fire Hydrant w/ Steamer	\$65,000
37	PVC Casing Pipe	\$16,500
38	Watermain Crossing Under 72" Storm	\$20,000
39	12" PVC Sanitary Sewer Piping	\$249,150
40	8" PVC Sanitary Sewer Piping	\$198,900

41	6" PVC Sanitary Sewer Service Piping	\$28,000
42	Sanitary Sewer Wye	\$9,800
43	6" PVC Cleanout	\$8,400
44	48" Sanitary Sewer Manhole	\$69,000
45	Extra Depth Manhole	\$20,800
46	Sanitary Sewer Manhole Testing	\$9,600
47	Displacement and Deflection Testing on Sanitary Sewer Piping	\$13,312
48	Clean, Televis and Video Report of Sanitary Sewer Piping	\$13,312
49	Gravity and Sewer Infiltration/Exfiltration/Air Testing	\$13,312
50	Sanitary Sewer Crossing Under 72" Storm	\$15,000
51	Connect to Existing Sewer Manhole	\$3,500
52	Inlet Protection	\$5,500
53	Silt Fence	\$10,000
54	Grass Seeding, Fertilizing, and Mulching	\$36,000
55	Stabilized Rock Construction Entrance	<u>\$5,000</u>
	Project Costs	\$5,029,562
	Construction Contingency (10%)	\$503,000
	Total Project Cost	\$5,532,562

EXHIBIT 2
TIF District Boundary Map



Year of Improv.	Structures Built	Cumulative Determined Valuation	Year Valued (on Nov 1st)	Assessed Valuation	Tax Assessed	Year Assessed (on Mar 1st)	Year Payable	Tax Payable	Tax Increment	Project Cost Bal. after Increment	Financing Expense	TIF Year	
		\$453,906	2025	Base						\$5,519,000	TIF Request		
2026	2	\$5,233,804	2026	\$453,906	\$8,897	2026		Base		\$2,100,000	Alt. Fin.		
2027	2	\$7,390,818	2027	\$5,233,804	\$102,583	2027	2027	\$8,897	\$0	\$3,419,000	\$222,235	1	
2028	2	\$9,612,542	2028	\$7,390,818	\$144,860	2028	2028	\$102,583	\$93,686	\$3,547,549	\$230,591	2	
2029	3	\$12,900,919	2029	\$9,612,542	\$188,406	2029	2029	\$144,860	\$135,963	\$3,642,176	\$236,741	3	
2030	3	\$16,287,946	2030	\$12,900,919	\$252,858	2030	2030	\$188,406	\$179,509	\$3,699,408	\$240,462	4	
2031	0	\$16,776,585	2031	\$16,287,946	\$319,244	2031	2031	\$252,858	\$243,961	\$3,695,909	\$240,234	5	
2032	0	\$17,279,882	2032	\$16,776,585	\$328,821	2032	2032	\$319,244	\$310,347	\$3,625,795	\$235,677	6	
2033	0	\$17,798,279	2033	\$17,279,882	\$338,686	2033	2033	\$328,821	\$319,924	\$3,541,548	\$230,201	7	
2034	0	\$18,332,227	2034	\$17,798,279	\$348,846	2034	2034	\$338,686	\$329,789	\$3,441,959	\$223,727	8	
2035	0	\$18,882,194	2035	\$18,332,227	\$359,312	2035	2035	\$348,846	\$339,950	\$3,325,737	\$216,173	9	
2036	0	\$19,448,660	2036	\$18,882,194	\$370,091	2036	2036	\$359,312	\$350,415	\$3,191,494	\$207,447	10	
2037	0	\$20,032,119	2037	\$19,448,660	\$381,194	2037	2037	\$370,091	\$361,194	\$3,037,747	\$197,454	11	
2038	0	\$20,633,083	2038	\$20,032,119	\$392,630	2038	2038	\$381,194	\$372,297	\$2,862,904	\$186,089	12	
2039	0	\$21,252,075	2039	\$20,633,083	\$404,408	2039	2039	\$392,630	\$383,733	\$2,665,259	\$173,242	13	
2040	0	\$21,889,638	2040	\$21,252,075	\$416,541	2040	2040	\$404,408	\$395,512	\$2,442,989	\$158,794	14	
2041	0	\$22,546,327	2041	\$21,889,638	\$429,037	2041	2041	\$416,541	\$407,644	\$2,194,139	\$142,619	15	
2042	0	\$23,222,717	2042	\$22,546,327	\$441,908	2042	2042	\$429,037	\$420,140	\$1,916,618	\$124,580	16	
2043	0	\$23,919,398	2043	\$23,222,717	\$455,165	2043	2043	\$441,908	\$433,011	\$1,608,187	\$104,532	17	
2044	0	\$24,636,980	2044	\$23,919,398	\$468,820	2044	2044	\$455,165	\$446,269	\$1,266,450	\$82,319	18	
2045	0	\$25,376,089	2045	\$24,636,980	\$482,885	2045	2045	\$468,820	\$459,924	\$888,846	\$57,775	19	
				\$25,376,089	\$497,371	2046	2046	\$482,885	\$473,988	\$472,633	\$0	20	
									Cum. Increment	\$6,457,259	Cum. Finance Cost	\$3,510,892	

Non-Owner Occ. Mil levy	0.02
Equalization Factor	0.98
Annual Interest Rate	0.065

EXHIBIT 4 City of Aberdeen Zoning Map

N ROOSEVELT ST

INDUSTRIAL AV NE

MILWAUKEE AV NE

R2 MEDIUM DENSITY RESIDENTIAL

EXHIBIT 5
Existing Conditions Map

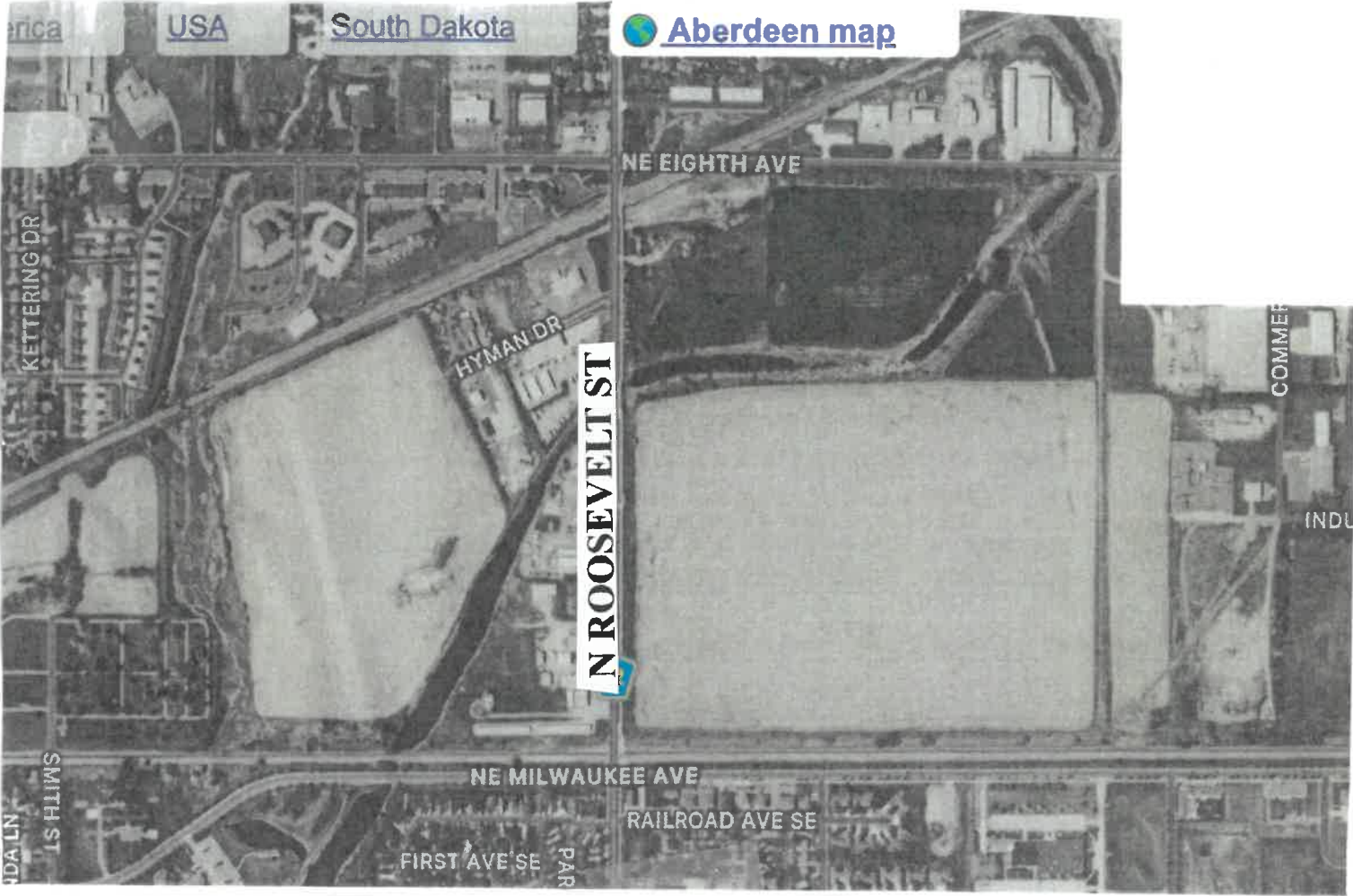
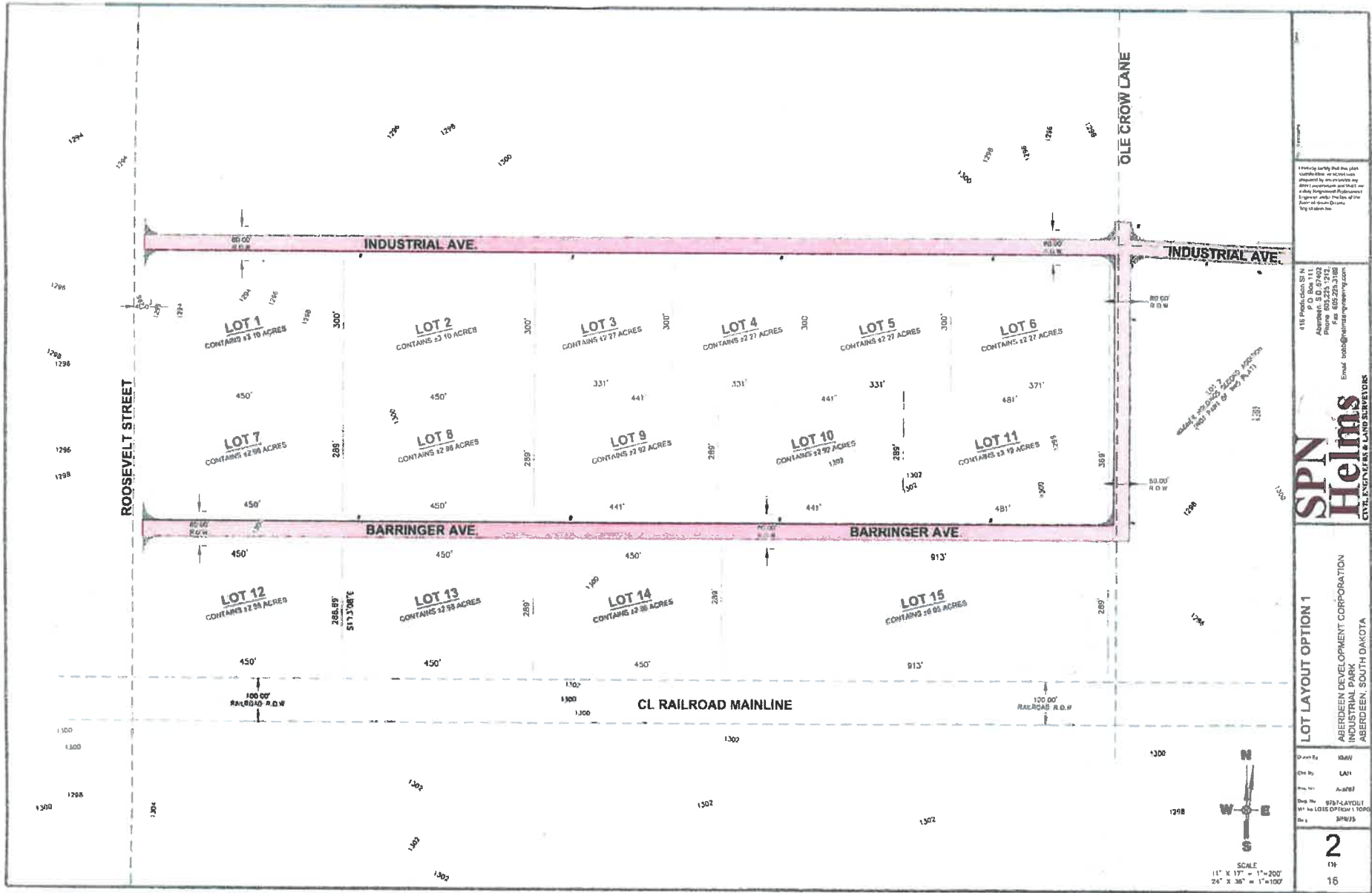


EXHIBIT 6
Proposed Improvements and Uses
Site Layout



618 Production St N
 P.O. Box 111
 Aberdeen, SD 57202
 Phone: 605.228.3188
 Fax: 605.228.3188
 Email: info@spnhelms.com

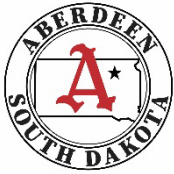
SPN Helms
 CIVIL ENGINEERS & LAND SURVEYORS

LOT LAYOUT OPTION 1

ABERDEEN DEVELOPMENT CORPORATION
 ABERDEEN, SOUTH DAKOTA

Drawn By: IGAW
 Check By: LAN
 Plot No: A-2023
 Date: 3/15/25
 Title: 618 LAYOUT
 11 to 15 LOTS OPTION 1 1000
 11

2
 16



Aberdeen City Planning Commission

Staff Report

Tax Increment Finance District No. 45 Proposal

Meeting Date: **March 17, 2026**

Agenda Item #3

GENERAL INFORMATION

PETITIONER	Aberdeen Development Corporation
REQUEST	Tax Increment Finance District No. 45 Proposal
LEGAL DESCRIPTION	Lot 2, Wagner Holdings Second Addition and Lots 1- 3, Wagner Holdings Third Addition to the City of Aberdeen in the W½ of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota
LOCATION	See ‘Exhibit 2’ within the Project Plan
EXISTING ZONING	Medium Density Residential District
SURROUNDING ZONING	
North:	Medium Density Residential District & Unrestricted Industrial District
South:	Medium Density Residential District, High Density Residential District, & Neighborhood Commercial District
East:	Municipal, State, and County Use District & Unrestricted Industrial District
West:	Unrestricted Industrial District
PUBLIC UTILITIES	City Water and Sewer
REPORTED BY	Eric Miller

RECOMMENDATION: Staff recommends approval of the Tax increment Finance District No. 45 proposal.

GENERAL COMMENTS: The petitioner is requesting this economic development Tax Increment Finance District (TIF) with the intent of creating a new business/industrial park. This TIF is intended to pay for certain infrastructure construction expenses, improvements, professional/engineering, and financing costs necessary to build the 56.55-acre Roosevelt Park Development west of the current industrial park. As submitted, the TIF No. 45 Project Plan appears to satisfy the requirements set forth in South Dakota Codified Law.

REVIEW: Staff have reviewed this Tax Increment Finance District No. 45 Proposal and concur with its approval.

**TAX INCREMENT FINANCING DISTRICT NUMBER 45
DEVELOPMENT AGREEMENT
- ROOSEVELT BUSINESS PARK DEVELOPMENT -**

THIS TAX INCREMENT FINANCING DISTRICT NUMBER DEVELOPMENT AGREEMENT (hereinafter “Agreement”) is effective as of April 6, 2026 (hereinafter the “Agreement Date”), by and between the **CITY OF ABERDEEN**, a South Dakota municipal corporation, of 123 South Lincoln Street, Aberdeen, South Dakota 57401 (hereinafter the “City”), and **ABERDEEN DEVELOPMENT CORPORATION**, a South Dakota nonprofit corporation, of 506 South Main Street, Suite #2, Aberdeen, South Dakota 57401, (hereinafter the “Developer”).

RECITALS

DEVELOPMENT

A. Developer owns the real property described as follows (hereinafter the “Property”):

Lots 1, 2, and 3, Wagner Holdings Third Addition to the City of Aberdeen, in the W½ of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota (Parcel IDs #30698, 30699, 30700); and

Lot 2, Wagner Holdings Second Addition in the W½ of Section 17, Township 123 North, Range 63 West of the 5th P.M., Brown County, South Dakota (Parcel ID #26954).

B. Developer is a local economic development corporation that desires to expand its east business park to the west by developing the Roosevelt Business Park Development (the “Development”). The Development will convert vacant and underdeveloped land into 15 business-sized lots served by paved streets and city utilities and made ready for new businesses and industries.

C. Developer intends to construct the Development according to plans prepared as specified in this Agreement (hereinafter the “Development Plan”).

D. Developer desires all Development utility and infrastructure improvements to be fully integrated with the utility systems and public infrastructure of City and to function in a satisfactory manner.

E. City desires to specify the terms and conditions by which Developer will effectuate the purpose of the Project Plan for Tax Increment Financing District Number 45. (Tax Increment Financing District Number 45 hereinafter shall be referred to as “TIF

45” and the Project Plan for TIF 45 hereinafter shall be referred to as the “Project Plan” or the “Project”.)

F. SDCL §§ 9-4-1.1 and 11-9-2 authorize City to enter into an agreement with any landowner specifying conditions for development of the landowner’s property and to effectuate the purpose of the Project Plan.

**ECONOMIC DEVELOPMENT
TAX INCREMENT FINANCING DISTRICT**

G. City has an interest in eliminating blight and in promoting economic development and is authorized pursuant to SDCL Chapter 11-9 (the “Act”) to create a an economic development tax increment financing district (hereinafter “TID”) for such purposes.

H. The Act authorizes the expenditure of funds derived within a TID for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by City establishing the TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in SDCL § 11-9-14.

I. The TID will finance certain eligible costs of the Project incurred by Developer, which district boundaries shall be described in Resolution Number 26-04-01R of the City Council, hereafter adopted, creating TIF 45 (hereafter the “Resolution”).

J. Developer desires to develop the Development described in the Project Plan.

K. Developer is the owner of the Project and has authority to engage in such development.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

**SECTION I
DEFINITIONS**

1. **DEFINITIONS.** Unless the context otherwise requires, the terms used in this Agreement will have the meanings set forth in this Paragraph 1. If not defined in this Agreement, capitalized terms will have the meaning given to them in the Project Plan.

“Act” means SDCL Chapter 11-9, as may be amended from time to time.

“Base Revenues” means the taxes collected on the Base Value.

“Base Value” means the value of the TID Property at the time of the creation of the district as certified by the South Dakota Secretary of Revenue.

“Grant” means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality.

“Non-Project Costs” means the proposed Project costs which are ineligible to be Reimbursable Costs.

“Project” means the Public Facilities and Private Facilities described in the Project Plan, including “Project Costs” and “Non-Project Costs,” and the full implementation thereof.

“Project Costs” means the proposed Reimbursable Costs of the Project for public works or improvements set forth in the Project Plan, plus approved incidental costs necessary to complete the Project.

“Project Plan” will have the meaning set forth in Paragraph E of the recitals.

“Reimbursable Costs” means the aggregate sum of \$ [REDACTED], which sum is the maximum total reimbursement by the City for use of Tax Increment Revenues for the project capital costs, financing costs, and other TIF-eligible expenses described in the Project Plan, subject to limitations as set forth in this Agreement and the Project Plan.

“Tax Increment Revenues” means all tax revenues of the TID in excess of the Base Revenues.

“TID” will have the meaning set forth in the recitals.

“TID Property” will have the meaning set forth in the recitals.

“Engineer” as used throughout this Agreement shall also include an architect.

Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

SECTION II TID FINANCING AND PAYMENT

2. DEVELOPER REPRESENTATIONS. Developer represents to City as follows:

- A. Developer is duly authorized and validly existing in the State of South Dakota.
- B. Developer has the authority to enter into this Agreement and to perform the requirements of this Agreement.
- C. The execution of this Agreement will not violate any applicable judgment, order, law, or regulation.
- D. Developer acknowledges that the Resolution will be adopted by the City Council after Developer's execution of this Agreement upon the City Council's determination to create TIF 45 and that such Resolution will become effective 20 days after its publication, unless the referendum is invoked. Developer acknowledges that such Resolution will establish certain terms and conditions for TIF 45, including the term of TIF 45 and for termination and default of TIF 45. Developer acknowledges that it is under no obligation to undertake the Project subsequent to the effective date of the Resolution, but if Developer does undertake the Project, Developer expressly agrees that at such time as the Resolution shall take effect it shall be expressly incorporated herein and adopted by reference, and all terms and conditions of the Resolution shall be binding upon the parties to this Agreement. If there is a conflict between Agreement terms and the Resolution, the Resolution will control.
- E. Developer will not engage in any activity which gives rise to a claim against City for money or performance, or any lien, charge, encumbrance, or security interest upon any asset of City.
- F. Any Dedicated Public Facilities will be free from defects in design, materials and workmanship for a period of one (1) year from the date of submission for dedication. Developer will repair, at its own costs, any construction defects discovered during the warranty period.

3. SUFFICIENT CAPITAL AND GUARANTEE.

- A. Developer owns the Development and has or will have sufficient capital to timely perform all of its obligations under the Development Plan and this Agreement. Payment of all Project Costs will be made from Developer's own capital and from other sources obtained solely by Developer. Developer may use any or part of the Development as collateral for such loans as required to pay Project Costs.
- B. Beginning six (6) months after TIF 45 approval by the City Council, City, from time to time, may demand that Developer within ten (10) business days provide adequate assurance in the form of an affidavit and a financial

statement from Developer that sufficient capital is available to Developer to timely perform all of its obligations under the Development Plan.

- C. If City in its sole discretion and upon reasonable belief determines that Developer does not have sufficient capital to timely perform its remaining obligations under the Development Plan, City may demand Developer provide, at City's option, an irrevocable letter of credit, performance bond, or any one of the guarantees required by the Property Regulations in an amount sufficient to satisfactorily complete its remaining obligations.

4. GENERAL CONDITIONS.

- A. **Developer Costs.** Developer shall pay or be responsible to pay for:

- (1) All material and labor necessary to complete the Development Plan.
- (2) Expenses and costs for all construction required by the Development Plan.
- (3) Necessary and reasonable professional fees (architect, engineering, attorney, surveyor, and inspection fees) as part of Developer's construction costs.

- B. **City Costs.** City shall not be responsible to pay for any construction required by the Development Plan.

5. OBLIGATIONS AND REPRESENTATIONS. Developer may finance the Project through a loan but may not use tax increment revenue bonds. Reimbursement of Developer's Project Costs or payments to holders of indebtedness issued to pay Project Costs shall be made only from the special fund for the District created under SDCL § 11-9-31.

- A. **Reserved.**

- B. **Payment of Reimbursable Costs; City's Expenses and Costs; and Remittance of Tax Increment Revenues.**

- (1) City agrees to pay Reimbursable Costs from the special fund from time to time commencing on the date of issuance of the bank loan until the completion of construction of the Project as set forth in Paragraph 9.
- (2) To cover imputed administrative costs of City's employees in connection with the formation of the TID and the implementation of the Project Plan, City will retain from the amount otherwise payable

under Paragraph 5.B.(1) the sum of **\$30,000**. Such amount will be deducted by City from the remittance of Tax Increment Revenues.

- (3) With Developer's written approval, City from time to time for the benefit of Developer or holders of indebtedness issued to pay for project costs may advance and deposit into the special fund funds of City other than Tax Increment Revenues. Developer, its successors and assigns, and its holders of indebtedness, acknowledge and agree that City's right to reimbursement shall have priority under law and City thereafter may deduct such advanced amounts, plus interest at the same percentage rate set forth herein for Reimbursable Costs, from any subsequent remittance of Tax Increment Revenues into the special fund. Only then will any remaining remittance be used or otherwise made available to the subordinate interests of Developer or holders of indebtedness issued to pay for project costs.
- (4) If Developer fails to complete any part of the work outlined in this Agreement regarding Public Facilities in the Development in a good and workmanlike manner or in the time required, City may complete such work or have such work completed. City thereafter will deduct all costs and expenses, plus interest at the same percentage rate set forth herein for Reimbursable Costs, for such work from any remittance of Tax Increment Revenues, only then will any remaining remittance be used or otherwise made available to Developer or its lenders in connection with Reimbursable Costs incurred by Developer.
- (5) Developer, its successors and assigns acknowledge and agree that no Tax Increment Revenues for reimbursement of eligible project costs will be remitted by City to Developer or to holders of indebtedness issued to pay for project costs if Developer is in default of this Agreement.
- (6) City represents and warrants to Developer that until the date on which the amount payable under Paragraph 5.B.(1) has been paid in full on the Project, except as set forth in Paragraph 5.B.(2) and (3), the Tax Increment Revenues generated by the TID can only be used or otherwise made available to Developer or its lenders in connection with the Reimbursable Costs associated with the TID Property and for no other purpose.

C. **Grant.**

- (1) The parties acknowledge that the right to receive the Tax Increment Revenues hereunder is a grant under the Act, subject to all terms and conditions set forth in the Resolution and this Agreement.

- (2) The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the special fund. It is specifically a condition of the TID and this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the special fund. The City shall have no obligation to commit any City funds from any other source into the special fund other than the positive tax increment from the TID receipted into the special fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the special fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL § 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation, unless a shorter term for TIF 45 is set forth in the Resolution. As such, it is further understood that the amount set forth as Reimbursable Costs will be the maximum amount the City will ever pass on acting as a conduit for TIF 45 for eligible project costs, including any and all interest which may apply.
- (3) All TIF 45 revenue will be passed onto the Developer as a grant until the full amount has been paid or for the term of years for TIF 45 set forth in the Resolution, whichever happens first. The payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining its financing and the City will not be liable for any Developer debt.

D. **Public Agency Procurement Requirement.** The provisions of South Dakota law for public agency procurement shall apply to all contracts for construction of any portion of the Public Facilities set forth in Paragraph 7.A. Developer shall verify compliance with such provisions of law before an invoiced contract expenditure may be a Reimbursable Cost.

E. **Payments; Assignment of Payments.**

- (1) City shall review, and may audit, all invoices proposed by Developer to be a Reimbursable Cost. If City takes no action on the invoice within 15 days from the date of its receipt from Developer, such invoice shall be deemed approved. City shall pay from the special fund the approved portion of the invoice within 30 days of approval by City.

- (2) City will make eligible payments due to the lender or bondholder within a reasonable time from Tax Increment Revenues, not to exceed 45 days, of City's receipt of real estate tax payments semi-annually.
 - (3) Developer may assign its rights to any payments hereunder for the purposes of financing its obligations related to this Agreement, but Developer's right to such payments is subject to the other limitations of this Agreement.
 - (4) In the event Developer assigns its rights to any payments of available Tax Increment Revenues to multiple lenders, City, unless otherwise instructed by Developer in writing, in its sole discretion may prioritize payments to one lender over any other and may allocate payments among lenders on other than a pro rata basis.
- F. **Continued Cooperation.** City and Developer represent each to the other that it will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.
- G. **No General Obligation of City.** City's obligations hereunder are limited obligations payable solely out of the Tax Increment Revenues and are not payable from any other revenues of City, nor a charge against its general taxing power. Developer shall bear all risks that such Tax Increment Revenues may be insufficient to pay the amounts specified under this Agreement. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from TIF 45. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from TIF 45 shall be sufficient to retire the indebtedness incurred by Developer under this Agreement. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID 45. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.
- H. **Financing of the Project and Improvements.** Payment of all Project Costs will be made from Developer's own capital and from other sources obtained solely by Developer. Developer may use any or part of the TID Property as collateral for such loans as required to pay Project Costs.
- I. **Liability.** Developer will be solely responsible for compensation payable to any employee or contractor of Developer, and none of Developer's employees or contractors will be deemed to be employees or contractors of

City. No director, officer, employee, or agent of City shall be personally responsible for any liability arising under or growing out of this Agreement.

- J. **No Obligation to Undertake Project.** Nothing contained in this Agreement shall be deemed or construed as the obligation of Developer to proceed with the construction of the Project. Rather, the obligations stated herein shall be deemed conditions to City's payment of Tax Incremental Revenues.

6. **TID TERM AND TERMINATION.** The term of TIF 45 under this Agreement shall commence on the date hereof and end on the date which is the *earliest* to occur of the following, at which time City's obligations hereunder will be deemed fully discharged:

- A. **End of Allocation.** The date positive tax increments are no longer allocable to City because City has been reimbursed for expenditures previously made and has paid all monetary obligations, but in no event may the positive tax increments be allocated longer than the term of years set forth in the Resolution after the calendar year of creation of TIF 45; or

- B. **Dissolution by Resolution.** The date City, by resolution, dissolves TIF 45:

- (1) After payment or provision for payment of all Project Costs and grants of TIF 45; or
- (2) Upon Developer's default of this Agreement and failure to timely cure such default.

- C. **Reserved.**

- D. **Default and Termination.** If Developer fails to commence and complete construction substantially in accordance with the Construction Schedule, if described herein, or otherwise is in default of any of its obligations under this Agreement, City may terminate this Agreement if Developer does not cure its failure within thirty (30) calendar days after receiving written notice from City requesting the failure be cured; provided however, if such cure is not reasonably susceptible of being cured within such thirty-day period, then Developer may be given additional time to cure such default provided that Developer is diligently acting to cure the same. If the Agreement is terminated as set forth in this Section, City's obligations under this Agreement will be deemed fully discharged.

SECTION III DEVELOPER PLAN

7. **DEVELOPMENT PLAN.** Developer will submit to City for approval a Development Plan complying with requirements of this Agreement and the Aberdeen City Code (hereinafter the "Property Regulations"). In addition to the Property Regulation information, the Development Plan must contain a description of the Public Facilities

contemplated for the Development and a schedule for completion. In addition, the Development Plan must contain the following:

- A. **Public Facilities Plans.** Specifications for the following public works or improvements serving the Development (the “Public Facilities”):
- (1) **Water:** Water systems sufficient to meet the projected required capacity demand of the Development, and related appurtenances, per engineered plans and specifications.
 - (2) **Sanitary Sewer:** Sanitary sewer system sufficient to meet the projected required capacity demand of the Development, and related appurtenances, per engineered plans and specifications.
 - (3) **Storm Sewer:** Storm water drainage and retention system (hereafter “storm sewer”) to help convey and detain storm surface water away from structures and infrastructure previously constructed, which will include piping to meet the projected required capacity demand of the Development, and related appurtenances, per engineered plans and specifications.
 - (4) **Streets and Rights-of-Way:** Industrial Avenue east from Roosevelt Street to Ole Crow Lane, Barringer Avenue, and Ole Crow Lane to meet current minimum City standards, per engineered plans and specifications.
 - (5) **Curb and Gutter:** Curb and gutter to meet minimum City standards along all streets, per engineered plans and specifications.
 - (6) **Sidewalks:** Within five (5) years of the date the plat for the Development is filed for record with the register of deeds, unless earlier required by ordinance, sidewalks in the Development meeting minimum City standards to be installed in public rights-of-way immediately adjacent to all lots on street side, per engineered plans and specifications.
 - (7) **Phased construction:** Public Facilities and other improvements may be constructed in phases. If the Developer intends to construct the Development in phases, The Developer must specify which Public Facilities and other improvements will be constructed in each phase.
- B. **City Review and Determination.** The City will review the proposed Public Facilities identified in the Development Plan and determine whether the Public Facilities as proposed to be constructed meet Property Regulations and other City requirements. If the proposed Public Facilities do not meet

City requirements, City will identify the deficiencies and Developer will be given the opportunity to revise the Development Plan and resubmit the proposed Public Facilities for City review. If the proposed Public Facilities meet City requirements, the City will accept dedication of the Public Facilities upon their completion provided each has been constructed as proposed.

to: **8. DUTIES AND OBLIGATIONS OF DEVELOPER.** Developer hereby agrees

- A. Complete, or cause to be completed, all improvements described in the Project Plan and this Agreement.
- B. Provide, or cause to be provided, all materials, labor, and services for completing the Project;
- C. Obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property;
- D. Cooperate with City in providing all necessary information to City, including documentation of actual expenses incurred for Eligible Project Costs, in order to assist City in complying with this Agreement; and
- E. Submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Tax Increment Revenues received and the amounts thereof applied to pay Developer's principal and interest on its private financing.

9. CONSTRUCTION.

- A. **Beginning.** Developer may not begin construction of any Public Facility until City has approved the Development Plan.
- B. **Inspection.** Developer agrees that City shall have the right to enter upon the property of the Development to make necessary inspections and consents to such inspections.
- C. **Completion Deadline.** Developer shall work diligently to complete any and all improvements described in the Project Plan on or before July 1, 2027 (the "Completion Deadline").
- D. **Extension.** Developer may request an extension of the Completion Deadline by submitting a written request to City at least 60 days before the Completion Deadline. The request must specify the reason why Developer cannot timely complete the Development construction and propose a new

Completion Deadline. City will liberally grant extensions where Developer has made a good faith effort to complete Development construction timely and complied with other requirements of this Agreement.

- E. **Revocation.** City may revoke Development Plan approval along with all annexation, zoning, conditional use, building, and any other City-issued permit if the Developer fails to timely complete Development construction, or any phase thereof, or if Developer does not complete any construction in a good and workmanlike manner.

10. DEDICATION. Developer, upon completing construction of a Public Facility, may submit the Public Facility to the City for dedication to the public. The City is not obligated to accept or maintain any Public Facility proposed for dedication until the City approves and completes the dedication. The dedication process and obligations of the Developer and City are as follows:

- A. **Developer Obligations.** Before the City will accept a Public Facility for dedication to the public, the Developer must:

- (1) [Reserved.]
- (2) Completely construct the Public Facility and pay all Development Costs in full;
- (3) Request the City Engineer conduct a final inspection of the Public Facility and provide any construction documentation, including tests and engineer's observations, requested by the City Engineer; and

- B. **City Obligations.** Upon Developer completing the obligations specified in Paragraph 10.A. above, the City will:

- (1) Instruct the City Engineer to conduct a final inspection of the Public Facility submitted for dedication and issue a recommendation of acceptance or denial;
- (2) Deliver all acceptance recommendations to the City Council for formal public dedication of the Public Facility by Resolution adopted according to law;
- (3) Record with the Brown County Register of Deeds, against the proper Development parcels, notice that the City has formally dedicated the Public Facility to the public and the Development parcel owners will have no further obligations regarding that Public Facility;

11. DEDICATED PUBLIC FACILITIES. All Public Facilities accepted by the City and properly dedicated to the public (the "Dedicated Public Facilities") will be City

property. This Agreement and formal dedication will operate as a conveyance of any Dedicated Public Facility to the City. Dedicated Public Facilities are irrevocably dedicated to public use and Developer will have no claim, direct or implied, in the title or ownership of any Dedicated Public Facilities. The City takes full title to any Dedicated Public Facility and will maintain, repair, and replace the Dedicated Public Facilities thereafter.

12. TAXES & LICENSES. Developer will pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon Developer or upon the business conducted on the TID Property, or upon any of Developer's property used in connection therewith, including employment taxes; and Developer shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by Developer.

13. EXAMINATION OF RECORDS. Developer will allow City to conduct examinations, during regular business hours and following notice to Developer by City, of the financial records prepared in the ordinary course of the TIF 45 Project governed by this Agreement.

14. MINIMIZE REIMBURSABLE COSTS. Developer will use prudent and reasonable methods to minimize the actual costs incurred for Eligible Project Costs listed in the Project Plan.

15. PERMITS IN DEVELOPMENT. If Developer fails to complete any part of the work outlined in this Agreement in a good and workmanlike manner, City may withhold and withdraw all building, zoning, or other permits issued by City until all items of this Agreement have been fulfilled by Developer.

16. TEMPORARY PUBLIC FACILITIES. Developer shall provide all temporary Public Facilities, including but not limited to roadways, that are determined by City to be required in connection with or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this Agreement. Such temporary services shall be adequate to assure emergency access and adequate fire flows.

SECTION IV GENERAL PROVISIONS

17. LIABILITY. Developer will be solely responsible for compensation payable to any employee or contractor of Developer, and none of Developer's employees or contractors will be deemed to be employees or contractors of City. No director, officer, employee, or agent of City shall be personally responsible for any liability arising under or growing out of this Agreement.

18. CITY ORDINANCES, RULES, AND REGULATIONS. All City ordinances, rules, and regulations are made a part of this Agreement. In the event of a conflict

between the terms of this Agreement and a City ordinance, the ordinance in effect at the time of the conflict shall prevail. In the event of a conflict between the terms of this Agreement and the Resolution, the Resolution shall prevail. All work done under this Agreement is to be performed in accordance with plans and specifications approved by City and made a part hereof.

19. FORFEITURE. Developer will forfeit all fees paid to City if Developer fails to construct the Development according to the Development Plan and the terms of this Agreement.

20. INDEPENDENT CONTRACTOR. Developer is an independent contractor and neither Developer nor its employees are City employees. Developer is solely responsible to pay Developer's employees.

21. ASSIGNABILITY.

A. **Single Developer.** Developer may not assign its rights or duties under this Agreement without City's written consent, which consent will not be unreasonably withheld or denied.

B. **Multiple Developers.** In the event assignment results in more than one Developer, an allocation of the percentage interest of each Developer in the Project shall be determined as part of City's consent. Thereafter, each Developer may independently assign its rights or duties under this Agreement without the consent of any other Developer but no Developer may assign its rights or duties under this Agreement without the City's written consent, which consent will not be unreasonably withheld or denied.

22. NO CROSS DEFAULT. Notwithstanding anything to the contrary contained in this Agreement, the obligations of each and every Developer under this Agreement are several and independent and not joint with any other Developer. Further, notwithstanding anything to the contrary contained in this Agreement, any default or event of default caused by a Developer shall apply solely to such Developer and shall not constitute, or be deemed to constitute, a default or event of default by any other Developer. Additionally, the City's rights and remedies arising from a default or event of default shall be enforceable only against the Developer in default, and no default or event of default by one Developer shall impair, limit, delay, or otherwise affect the rights, obligations, or performance of any other Developer under this Agreement. Each Developer shall remain entitled to exercise all rights and benefits granted to such Developer so long as such Developer is not in default. The City expressly acknowledges and agrees that a default or event of default by one Developer shall not result in, or give the City the right to pursue, termination of the Agreement in its entirety or with respect to any non-defaulting Developer, and the Agreement shall remain fully effective as to each non-defaulting Developer.

23. MORTGAGEE RIGHTS. Any lender holding a recorded mortgage, deed of trust, or similar security interest encumbering any portion of the Project (each, a “Permitted Mortgagee”) shall be entitled to the following protections in the event of a default by any Developer if the Permitted Mortgagee has provided written notice to the City of such security interest:

- A. **Cure Rights.** Along with notice of default to the Developer, the City shall also provide notice of default to the Permitted Mortgagee. The Permitted Mortgagee shall have the right to cure the default of such Developer within the time period applicable to the Developer. The City may provide an extension to the Permitted Mortgagee as may be reasonably necessary to complete a cure.

- B. **Protection Upon Foreclosure.** No foreclosure, deed-in-lieu, or similar enforcement action by a Permitted Mortgagee against any Developer shall constitute a default by such Developer under this Agreement. Upon acquiring title, the Permitted Mortgagee or its transferee shall be recognized by the City as a Developer with respect to the applicable portion of the Project, and the Agreement shall remain in full force and effect as to such Permitted Mortgagee or successor.

24. REVOCAION AND INTERPRETATION. This Agreement will bind the parties upon execution and be interpreted in accordance with South Dakota law and may only be enforced in a court of competent jurisdiction in Brown County, South Dakota.

25. SEVERABILITY. If any portion of this Agreement is held to be unenforceable, the Court may determine whether the remainder of the Agreement can remain in effect or whether the Agreement is void.

26. INDEMNITY. Developer will indemnify and hold City harmless from all loss, costs, expenses, liability, money damages, penalties or claims arising out of any work covered by this Agreement, including any attorney fees incurred by City in connection therewith.

27. ATTORNEY’S FEES AND OTHER COSTS. If any disputes shall arise regarding the terms of conditions of this Agreement, the prevailing party shall be entitled to recover all costs, disbursements, and reasonable attorneys’ fees from the other party.

28. REMEDIES. In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, will be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

29. NON-WAIVER. Provisions of this Agreement may be waived only in writing. No course of dealing on the part of City, or Developer nor any failure or delay by

City or Developer in exercising any right, power, or privilege under this Agreement will operate as a waiver of any right, power or privilege owing under this Agreement.

30. BINDING EFFECT. The covenants and agreements herein contained will bind and injure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

31. NOTICES. Any notice or other communication required to be given hereunder must be in writing and delivered personally or sent by certified mail, return receipt requested, or by Federal Express or UPS delivery service, addressed to the City Engineer and Developer to the address stated in this Agreement or as modified in writing.

32. ENTIRE AGREEMENT. This document and the Resolution contain the entire agreement between the parties, and there are no collateral understandings or agreements between them, and this Agreement cannot be modified except in a writing signed by both parties.

33. HEADINGS. Paragraph titles and headings in this Agreement are for convenience only and are not a part of the Agreement and in no way define, limit, extend, or describe the scope or intent of any provision.

[Separate signature page to follow.]

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.

CITY OF ABERDEEN

Date: _____

Dave McNeil, City Manager

ATTEST:

Jordan McQuillen, Finance Officer

**DEVELOPER:
ABERDEEN DEVELOPMENT CORPORATION**

Date: _____

Tim Hanigan, Executive Director

Project Plan

Tax Incremental Finance District Number 45

City of Aberdeen, South Dakota

THIS DOCUMENT SUBMITTED BY:

Aberdeen Development Corporation
506 Main Street South, Suite #2
Aberdeen, SD 57401
605-229-5335

Statement Objectives

1. To increase the amount of industrial property subject to taxation by the City, Aberdeen School District, Brown County, and other taxing jurisdictions to provide them additional revenues for the services and programs they provide.
2. Provide financing necessary for the orderly and beneficial development of the district.
3. Encourage development of blighted areas in a manner compatible with the City Plan.
4. Expand Aberdeen's industrial park to provide employment opportunities compatible with other planning and development goals.

Narrative

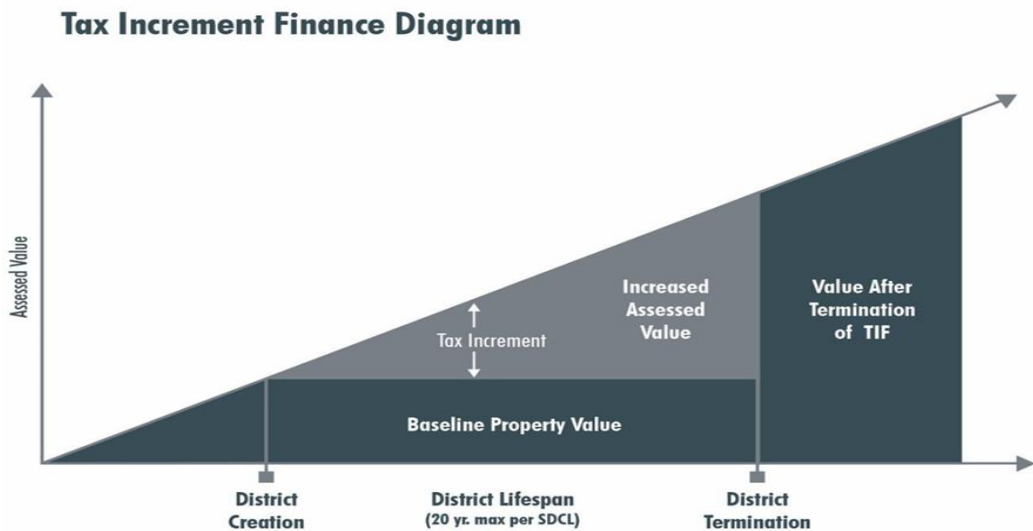
Tax Increment Financing ("TIF") is an incentive offered by local governments to attract private development and investment. New investment creates new jobs, more customers, and in turn, more investment opportunity. TIF can also retain existing businesses that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more revenue for the community. TIF helps to overcome the extraordinary costs that often prevent redevelopment and private investment from occurring in difficult to develop areas of the community. As a result, the TIF District itself improves and property values increase.

In Aberdeen, TIF funding has been used for the following purposes: to stimulate economic development in the community by assisting projects that promote the long-term economic vitality of Aberdeen; to encourage the redevelopment of deteriorated, or otherwise blighted property; and, to stimulate increased private investment in areas that would have otherwise remained undeveloped or under-developed and which will, in the long-term, provide a significant source of additional tax revenues to all taxing entities.

Specifically, money for improvements and other incentives is generated from the growth in property tax revenues the "tax increment." A tax increment is the difference between the amount of property tax revenue generated from property within the TIF District before TIF District designation and the amount of property tax revenue generated from the same property within the TIF District after TIF Designation and improvements occur. Property taxes collected on properties included in the TIF at the time of its designation continue to be distributed to the school districts, county, and all other taxing districts in the same manner as if the TIF District did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF District are available for use by the City to fund project costs in the TIF District. The graph that follows depicts this concept.

The Aberdeen Development Corporation is a nonprofit corporation formed on December 5, 1955 for the sole purpose of fostering economic development in Aberdeen and the surrounding area. For over 70 years, ADC has worked as part of a larger ongoing economic development effort to bring new businesses to Aberdeen and retain existing businesses and help them grow. It has done this in a variety of ways that have evolved to meet Aberdeen's needs and business' ever-changing requirements. ADC was instrumental in bringing the AGP soybean plant to Aberdeen, the largest new construction in South Dakota history at the time. It has also built commercial space to allow businesses to move in quickly. And it has built two very successful industrial parks. The east business park, directly south of the AGP plant, and the original business park, west of 3M. ADC designed and built these parks to give businesses a place to build and room to grow.

The concept worked well because both parks are full. ADC has no land in either park to offer to a new or expanding business. TIF 45 is directly west and adjacent to the original business park. Expanding the park in this manner allows Industrial Avenue to be extended and serve as a mile-long corridor of business-friendly building locations giving access to both Roosevelt Street on the west side and Brown County Highway 19 on the east side. This project will convert land that has been vacant for years into 15 business sized lot served by paved streets and city utilities. Most importantly, TIF 45 gives Aberdeen one of the most important resources for further economic development, land ready for businesses. ADC expects the new Roosevelt Business Park to fill quickly and has already identified the future Rivett Business Park north of 3M as the next location to develop for businesses. TIF 45 will allow ADC to continue its long history of nonprofit economic development in Aberdeen.



As set forth in South Dakota Codified Law, Chapter 11-9, a local government can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be approved by the City Planning Commission and the City Council.

Plan Purpose and General Definitions

TIF #45 will be for economic development. The District and Project “includes any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax increment financing district” as specified in SDCL 13-13-10.2 and 13-13-10.10. It satisfies the requirements for a Tax Increment Finance District as specified in SDCL Chapter 11-9. The plan will describe the boundaries of the TIF District, estimated costs, feasibility and fiscal impact of the Tax Increment Finance District, and conformance with development guidelines of the City of Aberdeen relating to TIFs in general.

This tax increment district is intended to pay for certain infrastructure construction expenses, improvements, professional/engineering, and financing costs necessary to build the 56.55-acre Roosevelt Park Development (Project”) west of the current industrial park.

This Project will benefit Aberdeen in many ways. An expanded industrial park will attract new businesses to the area with the prospect of additional jobs and additional higher paying jobs. The Developer intends to hire local contractors for the infrastructure construction if the bidding process allows. All infrastructure construction will exceed Aberdeen City Code requirements.

The Developer will incur significant costs in bringing utilities to the expanded industrial park and constructing the public streets and sewers within the proposed Project area. This TIF, will allow the Developer to recoup some of the costs and stimulate future development in Aberdeen. Construction of the Project will not occur without the proposed TIF due to the costs associated with such a large project. By granting TIF #45, Aberdeen will allow a large blighted open area of land to be developed, provide additional workforce opportunities for the citizens of Aberdeen. Furthermore, this Project will stimulate the general economic prosperity of the region through job creation, increased tax revenue, and support of economic development strategies.

Below are the are the definitions of certain terms found in this Project Plan:

“Base Value” or “Tax Incremental Base Value” means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the District is created, as determined by SDCL § 11-9-20.

“Blighted” means property that meets any of the criteria as defined and established by SDCL § 11-9-9.

“Developer” means any individual or entity responsible for carrying out any portion of the projects listed in the TIF plan, including both expenses considered eligible for TIF reimbursement, and any other costs associated with private projects within the plan.

“Project Development Agreement” means any agreement which is binding between the City and one or more Developers and which specifies the duties, responsibilities, and obligations of all parties relative to the implementation of this plan. The agreement commits the Developer to complete listed projects and commits the City to payments of tax increment revenues to the developer(s), among other items. The agreement can include contingency and performance provisions.

“Project Costs” means any expenditure or monetary obligations by the City of Aberdeen, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by the City of Aberdeen in connection with the implementation of this plan.

“Public Works” means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

“Taxable Property” all real taxable property located in a Tax Incremental District.

“Tax Incremental District” a contiguous geographic area within the City of Aberdeen defined and created by resolution of the governing body and named “City of Aberdeen Tax Incremental District Number Forty-five” (“TIF #45”).

“Tax Increment Valuation” is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

All other definitions in SDCL 11-9 will apply.

**Legal Description of Properties
Within TIF #45**

The real property included within TIF #45 is legally described as follows:

- Parcel ID #30698 LT 1 WAGNER HOLDINGS 3RD ADD W1/2 17-123-63
- Parcel ID #30699 LT 2 WAGNER HOLDINGS 3RD ADD W1/2 17-123-63
- Parcel ID #30700 LT 3 WAGNER HOLDINGS 3RD ADD W1/2 17-123-63
- Parcel ID #26954 LT 2 WAGNER HOLDINGS 2ND ADD W1/2 17-123-63

The boundaries of TIF #45 do not overlap with any other Tax Incremental Districts.

Aberdeen Taxable Value

State law requires that tax increment districts cannot exceed 10% of the taxable value of the City of Aberdeen. The base value of the taxable property in TIF #45 is approximately \$453,906.

Given the addition of TIF #45, the cumulative base value of active TIF tax increment districts in Aberdeen will not exceed 10% of Aberdeen’s taxable value.

Type and Amount of Public Works or Improvements

In accordance with SDCL § 11-9-13 the following table lists type and estimated costs of the Public Works or Improvements:

Type	Amount
Project Capital Costs - SDCL § 11-9-15 (1)*	\$5,532,562
Financing Costs (Est. 6.5%) - SDCL § 11-9-15 (2)	\$3,510,892
Professional Costs - SDCL § 11-9-15 (4)	\$25,000
Administrative Costs - SDCL § 11-9-15 (5)	\$30,000
Organizational Costs - SDCL § 11-9-15 (7)	<u>\$2,000</u>
TIF-Eligible Expenses Total	\$9,100,454
<i>TIF Requested</i>	<i>\$6,929,892</i>

*See **Exhibit 1** attached hereto for an itemization of the project costs SDCL 11-9-15(1) authorizes the developer to pay using TIF funds.

*The City reserves the right to move project costs from one category to another without requiring an amendment to the plan.

All eligible Project Capital Costs will be expended by the Developer within five years of establishment of TIF #45 by the City Council.

The eligible capital, financing, other costs, and fees total \$9,100,454 and Developer is requesting tax increment financing in amount of \$6,929,892. ADC has applied for an EDA grant to help cover the construction cost and, if awarded, that grant plus local contributions plus TIF 45 funds will allow ADC to move forward with the Roosevelt Business Park.

But ADC has rare opportunity to capture additional money for Aberdeen. Governor Rhoden recently awarded ADC Future Funds for the express purpose of purchasing the land for the future Rivett Business Park. While this award is significant, it is not enough for ADC to commit to the purchase; without additional funding, ADC will need to return the Future Funds. But TIF can serve as the necessary additional funding. If Aberdeen grants ADC the full TIF 45 funding requested,

ADC can stack some of the TIF funding with the Future Funds money and purchase the Rivett land. This is a great windfall for Aberdeen because it will allow ADC to use it future funds to recruit and retain businesses instead of buying land. Even if the City Aberdeen determines the grants and local funds should be used to offset the project costs, the City can still recognize the Rivett Business Park expenses as "...necessary...to stimulate and develop the general economic welfare and prosperity of the state" and grant ADC the additional TIF funds as authorized by SDCL 11-9-15(8). This is a very low-cost opportunity for the City to help ADC secure land for future growth and development.

After all construction is complete, the tax increment will be approximately \$310,347. The increment will increase to \$473,988 in the final year of payout. The projected payout will be no greater than 20 years. All obligations of the City are contingent on the Developer signing the Developer Agreement.

If eligible Project Costs, in sum, exceed the total value set forth above, an amendment to the project plan in accordance with SDCL §11-9-23 will be required.

Economic Feasibility Study

Current Valuation. TIF #45 is proposed for creation in accordance with SDCL 11-9-2 to 11-9-10. A boundary map showing the land included in TIF #45 District is attached hereto as **Exhibit 2**. The proposed land included has a current assessed value of \$453,906, as shown in the table below. This number represents the Base Value of the TIF #45 District.

Parcel ID	2024 Taxable Assessed Value
30698	\$100,023
30699	\$285,300
30700	\$45,716
26954	\$22,867
Base Valuation Total	\$453,906

The feasibility of the project is based upon using tax increment financing to fund the TIF eligible "Project Costs" which are estimated to be \$9,100,454.

With tax increment financing, the current real property tax assessed value of all properties in tax increment financing district is established as the "base value." As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed to the reimbursement of approved project costs.

The estimated tax increment resulting from the completed improvements is shown in the table attached hereto as **Exhibit 3**. Exhibit 3 indicates that the TIF will pay for the Project Costs and financing. The study concludes that the proposed project is feasible.

Financing Method

Developer expects to complete Project construction within nine months from the start of construction. Construction is anticipated to begin in first quarter and be completed by end of the year. The Developer intends to obtain financing at an interest rate not to exceed 6.5% to fund the

Project Costs set forth in the TIF. The TIF Project Costs will be segregated, and tax increment will be used to fund the project costs.

The Developer will enter into a Developer Agreement with the City to remit TIF revenue to the Developer for eligible Project Costs identified within the plan. TIF Eligible Project Costs and expenditures will be paid out of the loan secured by the Developer as they are initially incurred. There will be no advances by the City, unless contemplated in a Developer Agreement. The City may reimburse itself for administrative and professional costs from the tax increments as defined in the Development Agreement between the City and the Developer.

Fiscal Impact on Taxing Authorities

During the reimbursement phase (that can last up to 20 years from the date TIF #45 is created), the anticipated annual increase in taxes is expected to reimburse the Developer and is expected to have an immense positive fiscal impact on all entities levying taxes upon property in TIF #45 District.

Total Tax Mill Levy	19.529	% of Levy
Brown County	3.868	19.81%
School District	10.268	52.57%
James River Valley Water District	0.056	0.29%
City of Aberdeen	5.337	27.33%

The Project will likely generate the following anticipated annual property tax revenue (as shown cumulatively and by taxing entity) and be allocated to the TIF District. A beginning-course average revenue in 2026 is used for illustration and an end-course average revenue in 2046 is used for illustration.

Total Tax Payment (2025 due 2026)	\$8,897
Brown County	\$1,762
School District	\$4,677
James River Valley Water District	\$26
City of Aberdeen	\$2,432

Total Tax Payment (2046)	\$482,885
Brown County	\$95,660
School District	\$253,853
James River Valley Water District	\$1,400
City of Aberdeen	\$131,972

Finding of Blight/Economic Benefits Statement

A significant portion of the areas contained in Tax Incremental District Number 45 act as an economic constraint on the general economic and welfare of the state in its present condition and use. Further, pursuant to SDCL Section 11-9-8, the City of Aberdeen must include findings in the aforementioned resolution: (a) that either the area within the district is “blighted” (as further defined in SDCL Section 11-9-9) or that the planned improvements “will stimulate and develop the general economic welfare of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural or natural resources”; and (b) that the planned improvements within the District are “likely to enhance significantly the value of all of the other real property in the District”.

Property Description. The property is currently an open field. This area is blighted, as defined by SDCL § 11-9-9, and SDCL § 11-9-10, due to a variety of reasons:

1. Predominance of defective or inadequate street layouts;
2. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
3. Conditions exist which endanger life or property by fire or other causes;
4. Unsanitary or unsafe conditions; and
5. It is an area predominantly open and which, because of obsolete platting, diversity or ownership, deterioration of structures or site improvements, or otherwise, substantially impairs the City's growth.

Granting the proposed TIF enables the highest and best use of the property, which ultimately increases the amount of taxes the taxing entities will receive at the conclusion of the TIF. In the event the TIF fails to pass, this project will not move forward as currently designed due to the financial constraints and limitations associated with developing the property. The development of Project will not occur significantly reducing the benefit to Aberdeen. The properties' highest and best use lies with the Project to increase job opportunities for Aberdeen's growing population, give purpose, and utilize a blighted large undeveloped open field within the City of Aberdeen.

Summary. In addition to the above reasons, statutory requirements are met because the property within the proposed District satisfies the requirements established in SDCL Section 11-9-8 in that it will "stimulate and develop the general economic and welfare of the state" and "will significantly enhance the value of substantially all real property in the district."

Changes to the City of Aberdeen Master Plan, Map, Building Codes, and Ordinances

In accordance with SDCL §11-9-16(4), there are no changes needed in the City of Aberdeen Master Plan, Map, Building Codes, and ordinances. Proposed structures and improvements within the boundaries of TIF #45 District will be in compliance with all applicable building, fire and zoning codes of the City of Aberdeen.

List of Estimated Non-Project Costs

The total cost to build-out the Roosevelt Park Development is estimated at \$27,478,177. After deducting the TIF eligible amount of \$9,100,454 the non-TIF-eligible costs are \$18,377,723.

Statement of Displacement and Relocation Plan

As required by SDCL §11-9-16(6), no persons or families will be displaced by the Project. Additionally, no persons or families reside on the premises. Therefore, no relocation plan is needed.

Project Statement as to Zoning and Property Use Impact

In addition to the matters required pursuant to SDCL § 11-9-13, the following is submitted as part of the project plans as required by SDCL §11-9-16:

1. The property is presently zoned as R-2. The property will have to be rezoned as I-2 for a proper zoning designation for the purposes enumerated and outlined in the project plan. A map showing the zoning is attached as **Exhibit 4**.
2. An existing conditions map is attached as **Exhibit 5**. TIF #45 District is currently a large open field within city limits.
3. A map showing the proposed improvements and uses is attached as **Exhibit 6**.

Respectfully Submitted,
Aberdeen Development Corporation.

EXHIBIT 1
Costs Breakdown
Aberdeen Development Corporation Roosevelt Park Project Costs

Infrastructure Preliminary Base Bid

1	Mobilization	\$457,000
2	Remove and Dispose of Asphalt Surfacing	\$1,800
3	Remove and Dispose of Concrete Street Surfacing (Roosevelt St.)	\$4,480
4	Remove and Dispose of Concrete Curb and Gutter	\$1,440
5	Remove and Replace Concrete Sidewalk	\$7,280
6	Strip and Stockpile Topsoil (18" depth)	\$81,480
7	Unclassified Excavation	\$140,000
8	12" Scarify and Recompact in Streets	\$65,331
9	Geotextile Separator Fabric	\$35,000
10	Reinforcing Geogrid (under 3.5" Asphalt/9" Gravel Roads)	\$91,000
11	Granular Base Course (12" depth under Asphalt)	\$336,927
12	Asphalt Concrete (4.5" depth)	\$1,063,125
13	Bituminous Tack Coat	\$18,000
14	24" Curb and Gutter	\$246,400
15	6" Reinforced Concrete Filler	\$43,200
16	Concrete Street Repair of Roosevelt (w/Fast Track concrete)	\$28,000
17	Topsoiling from Stockpile (8" depth)	\$130,368
18	2' x 3' Inlet e/ Tyle B Frame and Grate	\$157,980
19	3' x 4' Inlet w/ Type B Frame and Grate	\$110,096
20	15" RCP Storm Stewer Piping	\$135,520
21	18" RCP Storm Stewer Piping	\$172,000
22	24" RCP Storm Stewer Piping	\$157,500
23	24" RCP Storm Sewer Flared End	\$3,022
24	Cap Storm Sewer for Future Use	\$3,200
25	Storm Crossing Under 72" Storm	\$15,000
26	10" C900 PVC Watermain Piping	\$464.625
27	6" C900 PVC Watermain Piping	\$30,800
28	10" Saddle w/ 2 Corp. Stop	\$21,000
29	2" Water Service Line	\$25,200
30	2" Curb Stop w/ Box	\$11,200
31	Connect 10" Mains to Existing Watermain (Saddle tap w/Valve)	\$70,500
32	10" DI Tee	\$4,000
33	10" x 6" x 10" DI Tee	\$24,000
34	10" Gate Valve w/Box	\$33,000
35	6" Gate Valve w/Box	\$30,000
36	6" Fire Hydrant w/ Steamer	\$65,000
37	PVC Casing Pipe	\$16,500
38	Watermain Crossing Under 72" Storm	\$20,000
39	12" PVC Sanitary Sewer Piping	\$249,150
40	8" PVC Sanitary Sewer Piping	\$198,900

41	6" PVC Sanitary Sewer Service Piping	\$28,000
42	Sanitary Sewer Wye	\$9,800
43	6" PVC Cleanout	\$8,400
44	48" Sanitary Sewer Manhole	\$69,000
45	Extra Depth Manhole	\$20,800
46	Sanitary Sewer Manhole Testing	\$9,600
47	Displacement and Deflection Testing on Sanitary Sewer Piping	\$13,312
48	Clean, Televis and Video Report of Sanitary Sewer Piping	\$13,312
49	Gravity and Sewer Infiltration/Exfiltration/Air Testing	\$13,312
50	Sanitary Sewer Crossing Under 72" Storm	\$15,000
51	Connect to Existing Sewer Manhole	\$3,500
52	Inlet Protection	\$5,500
53	Silt Fence	\$10,000
54	Grass Seeding, Fertilizing, and Mulching	\$36,000
55	Stabilized Rock Construction Entrance	<u>\$5,000</u>
	Project Costs	\$5,029,562
	Construction Contingency (10%)	\$503,000
	Total Project Cost	\$5,532,562

Year of Improv.	Structures Built	Cumulative Determined Valuation	Year Valued (on Nov 1st)	Assessed Valuation	Tax Assessed	Year Assessed (on Mar 1st)	Year Payable	Tax Payable	Tax Increment	Project Cost Bal. after Increment	Financing Expense	TIF Year
		\$453,906	2025	Base								
2026	2	\$5,233,804	2026	\$453,906	\$8,897	2026		Base				
2027	2	\$7,390,818	2027	\$5,233,804	\$102,583	2027	2027	\$8,897	\$0	\$3,419,000	\$222,235	1
2028	2	\$9,612,542	2028	\$7,390,818	\$144,860	2028	2028	\$102,583	\$93,686	\$3,547,549	\$230,591	2
2029	3	\$12,900,919	2029	\$9,612,542	\$188,406	2029	2029	\$144,860	\$135,963	\$3,642,176	\$236,741	3
2030	3	\$16,287,946	2030	\$12,900,919	\$252,858	2030	2030	\$188,406	\$179,509	\$3,699,408	\$240,462	4
2031	0	\$16,776,585	2031	\$16,287,946	\$319,244	2031	2031	\$252,858	\$243,961	\$3,695,909	\$240,234	5
2032	0	\$17,279,882	2032	\$16,776,585	\$328,821	2032	2032	\$319,244	\$310,347	\$3,625,795	\$235,677	6
2033	0	\$17,798,279	2033	\$17,279,882	\$338,686	2033	2033	\$328,821	\$319,924	\$3,541,548	\$230,201	7
2034	0	\$18,332,227	2034	\$17,798,279	\$348,846	2034	2034	\$338,686	\$329,789	\$3,441,959	\$223,727	8
2035	0	\$18,882,194	2035	\$18,332,227	\$359,312	2035	2035	\$348,846	\$339,950	\$3,325,737	\$216,173	9
2036	0	\$19,448,660	2036	\$18,882,194	\$370,091	2036	2036	\$359,312	\$350,415	\$3,191,494	\$207,447	10
2037	0	\$20,032,119	2037	\$19,448,660	\$381,194	2037	2037	\$370,091	\$361,194	\$3,037,747	\$197,454	11
2038	0	\$20,633,083	2038	\$20,032,119	\$392,630	2038	2038	\$381,194	\$372,297	\$2,862,904	\$186,089	12
2039	0	\$21,252,075	2039	\$20,633,083	\$404,408	2039	2039	\$392,630	\$383,733	\$2,665,259	\$173,242	13
2040	0	\$21,889,638	2040	\$21,252,075	\$416,541	2040	2040	\$404,408	\$395,512	\$2,442,989	\$158,794	14
2041	0	\$22,546,327	2041	\$21,889,638	\$429,037	2041	2041	\$416,541	\$407,644	\$2,194,139	\$142,619	15
2042	0	\$23,222,717	2042	\$22,546,327	\$441,908	2042	2042	\$429,037	\$420,140	\$1,916,618	\$124,580	16
2043	0	\$23,919,398	2043	\$23,222,717	\$455,165	2043	2043	\$441,908	\$433,011	\$1,608,187	\$104,532	17
2044	0	\$24,636,980	2044	\$23,919,398	\$468,820	2044	2044	\$455,165	\$446,269	\$1,266,450	\$82,319	18
2045	0	\$25,376,089	2045	\$24,636,980	\$482,885	2045	2045	\$468,820	\$459,924	\$888,846	\$57,775	19
				\$25,376,089	\$497,371	2046	2046	\$482,885	\$473,988	\$472,633	\$0	20
								Cum. Increment	\$6,457,259	Cum. Finance Cost	\$3,510,892	
										Financed improvements	\$3,419,000	
										TIF Request	\$6,929,892	

Non-Owner Occ. Mil levy	0.02
Equalization Factor	0.98
Annual Interest Rate	0.065



City of Aberdeen

Council Agenda Memo

Agenda Item 7C

Meeting Date:	4/6/2026	Department:	Police Department
Agenda Section:	New Business	Presented by:	Chief Jondahl
Res./Ord. Number:	NA	Attachments:	None

Agenda Item Title:

Possible approval of the surplus of a Glock model 17, 9 mm pistol (SN: BZAE542) with optic.

Proposed or Possible Action:

Motion and second to declare the pistol and optic as surplus property.

Overview:

Officer Mike Hluchy retired from the Aberdeen Police Department on April 3rd. As a longstanding law enforcement tradition, I ask that the city declare his duty weapon as surplus property allowing Officer Hluchy to retain this weapon.

Financial Consideration:

The FOP Labor Union has agreed to compensate the city the value of the pistol and optic, \$600, for the weapon resulting in no financial expense to the city.

Attachments:

1. None



City of Aberdeen

Council Agenda Memo

Agenda Item **7D**

Meeting Date:	4/6/2026	Department:	Ride Line
Agenda Section:	New Business	Presented by:	Rich Krokkel
Res./Ord. Number:	NA	Attachments:	1

Agenda Item Title:

Possible approval of 5 year contract and payment for Foxster Opco LLC dba TripMaster by CTS Software in the amount of \$56,625 for a one year period for transit dispatch software.

Proposed or Possible Action:

Motion and second to authorize the City Manager to sign the 5 year contract for transit dispatch software and to sign for payment to Foxster Opco LLC dba TripMaster by CTS Software in the amount of \$56,625.

Overview:

Transit dispatch software is paid for annually as part of ARLs budget.

Financial Consideration:

NA

Attachments:

1. Foxster Opco LLC Invoice
2. Foxster Opco LLC Contract

INVOICE

Please include the Invoice Number on all remittances.

Invoice #: CINV-207037
Invoice Date: 02/02/2026
Terms: Due on Receipt
Due Date: 02/02/2026



Customer #: C11770
Estimated Ship Date:
Purchase Order #:
Description: Upfront Software & Implementation Invoice,
Quote# 4990 01.26.2026

Foxster Opco LLC dba TripMaster by CTS Software, a
Transit Technologies LLC company

Federal ID # 81-3263009

Bill To:
Aberdeen Rideline
123 South Lincoln Street

Aberdeen, SD 57401
United States

Remit To:
Foxster Opco LLC
PO Box 844789
Boston,
MA 02284-4789
(844) 637-6589
accountsreceivable@cts-software.com

Line #	Description	Additional Description	Quantity	Unit Price	Period (months)	Line Amount
1	CTS-LIC-TM-FLEET	Vehicle Fleet Module, plus charges for each additional unit (Lic)	18	\$2,200.0000	1	\$39,600.00
2	CTS-LIC-TM-USER	License, plus charges for each additional unit (Lic)	5	\$400.0000	1	\$2,000.00
3	CTS-LIC-TM-TRIPPASS	TripPass Module, plus charges for each additional unit (Lic)	18	\$360.0000	1	\$6,480.00
4	CTS-SETUP-TM-REM	Remote System Set-up (Set-up)	1	\$750.0000	1	\$750.00
5	BC-360-TRAIN-01	Onsite training	6	\$700.0000	1	\$4,200.00
6	BC-TRAV-01	Travel charges	1	\$3,000.0000	1	\$3,000.00
7	CTS-HW-TP-SCAN	TripPass Design, 1000 Passes, In-office Scanner	1	\$595.0000	1	\$595.00
Subtotal						\$56,625.00
Sales Tax						\$0.00
Freight						\$0.00
Total						\$56,625.00

Payment Status: Open

Total Paid: \$0.00
Total Due: \$56,625.00

REMIT CHECK BY MAIL:
Foxster Opco, LLC-CID 253
PO Box 844789
Boston, MA 02284-4789

REMIT VIA ACH OR WIRE:
Bank Name: Webster Bank, N.A.
Beneficiary: CTS Software
Bank Address: Hartford, CT
Routing #: 211170101
Account Number: 24143107

To Pay by Versapay:

[Pay Now](#)

Special Instructions

PLEASE INCLUDE OUR INVOICE NUMBER AND REMIT DETAILS WITH YOUR PAYMENT. PLEASE CONTACT Billing.tripmaster@transit-technologies.com WITH QUESTIONS

REMIT CHECK BY MAIL:

Foxster Opco, LLC-CID 253
PO Box 844789
Boston, MA 02284-4789

REMIT VIA ACH OR WIRE:

Bank Name: Webster Bank, N.A.
Beneficiary: CTS Software
Bank Address: Hartford, CT
Routing #: 211170101
Account Number: 24143107

To Pay by Versapay:



TripMaster

by CTS Software

For over 30 years, we have been dedicated to making technology an integral and reliable asset for transportation providers, no matter their size.



Customer Driven Software That Works

CTS Software (CTS) is pleased to submit our cost proposal to Aberdeen Rideline for your dispatching and scheduling needs. Our company has provided software products, upgrades, and technical support to the public transportation industry since the mid-1990s, and we have a keen understanding of your business, business objectives, and vision of your future. We help you maximize efficiency, grow ridership by enhancing the passenger experience, and support a great work atmosphere for your employees.

Our flagship web-based solution is TripMaster—powerful, flexible, completely scalable, and feature-rich. This proposal includes a suite of effective modules to ensure that we will meet Aberdeen Rideline needs now, as your organization's demands change, and goals are met. We've gone to great lengths to design an overall feel and business logic that proves our commitment and dedication to you.

CTS truly believes—based on knowledge of the industry, coupled with years of service to providers like you—that we are the perfect solution. We are most proud of our family-style commitment to customer service, and our customers will tell you that they appreciate reaching a real live person, who knows them by name, on the phone 24/7 if they ever need help.

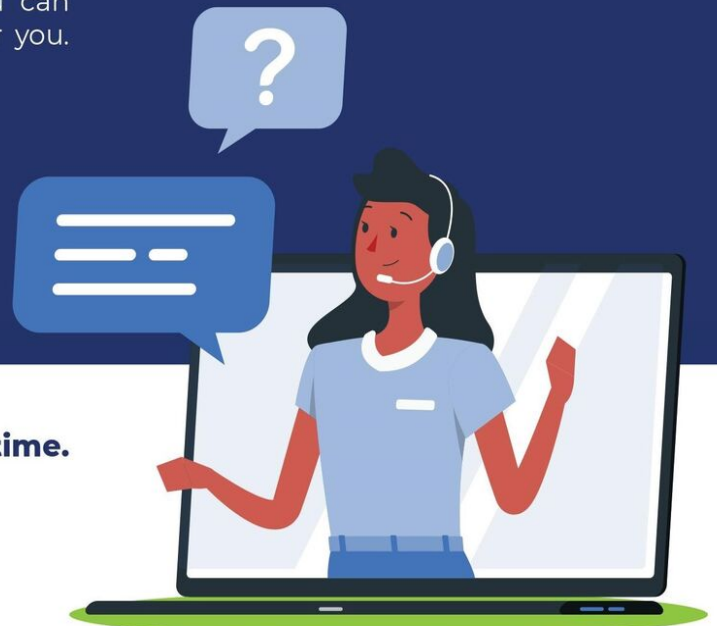
In closing, we would again like to thank you for this opportunity. We look forward to a favorable evaluation that ultimately benefits the local communities you serve. Our reasoning for creating effective and efficient solutions comes down to those that need the valuable services provided by transportation providers and enhancing the experience for everyone involved. Thank you for this opportunity and thank you for considering us as your partner for many mutually beneficial years.

TripMaster

Technology moving you forward

Technical support is our top priority—you can only do your job if your software works for you. With TripMaster, you can expect:

- 24/7 live, U.S. based representatives
- Same-day responses and solutions
- Complimentary updates and new features



TripMaster's platform allows you to incorporate additional features at any time.

- Automated scheduling
- Driver App
- Ride Reminder calls and texts
- Medicaid billing
- Third-party trip broker interfaces
- Vehicle maintenance
- Passenger ticketing
- Camera Solution
- Rider App

TripMaster by CTS Software

PO Box 57
Swansboro, NC 28584
United States

T: 800-704-0064
F: 866-244-4351

Quote #	4646 v3
Date	01/14/2026
Expires	02/13/2026
Contact	Derek Platow

Prepared for Aberdeen Rideline
Ryan Derouchey
123 South Lincoln Street
Aberdeen, SD 57401
United States

T: 605-626-3333
E: ryan.derouchey@aberdeen.sd.us

ACCEPT QUOTE

TripMaster 5-Year Capital Cost Proposal for City of Aberdeen

TripMaster Core Solutions

One-Time Fees

Category	Item	Qty	Price	Total
Product	TripMaster Software Vehicle Fee TripMaster Software with reservation management , automated trip optimization for same-day and batch scheduling with customizable profile settings and instant optimization statistics. Driver application, ParaScope, for electronic manifests, real-time vehicle tracking, mobile messages, and pre-and post-trip inspections. Mapping, billing and reporting including a custom report builder.	20	\$2,200.00	\$44,000.00
Product	User Licenses Fee Fee per username and password to access your TripMaster database.	4	\$400.00	\$1,600.00

One-Time Subtotal **\$45,600.00**

Monthly Fees

Category	Item	Qty	Price	Total
Monthly Fees	Support, Hosting, Backups, and Updates Allowing CTS to host your database in the Microsoft Azure Cloud guarantees a minimum of 99.9% uptime with multiple fail-safes, including a server architecture that incorporates redundant instances of each server, to ensure you always have access to your system. CTS also performs a database backup every 15 minutes, and full-system backups hourly.	1	\$350.00	\$350.00
Monthly Fees	Vehicle Fee	20	\$22.00	\$440.00
Monthly Fees	License Fee	4	\$20.00	\$80.00

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal **\$870.00**

TripMaster Value Add Solutions

One-Time Fees

Category	Item	Qty	Price	Total
Product	TripReminder Module Vehicle Fee Customizable passenger trip reminder phone calls or text messages automate a day before reminder and an on-the-way reminder.	20	\$360.00	\$7,200.00
Product	TripPortal Vehicle Fee Online and app-based (android and IOS) trip booking for passengers and third-party delegates.	20	\$420.00	\$8,400.00
Product	TripPass Vehicle Fee Contactless ticketing for digital fare collection, punchcard option, and data range for active use. Physical cards are scanned by the driver application, ParaScope, and/or the use of E-Pass is available.	20	\$360.00	\$7,200.00
Product	<input type="checkbox"/> TripMaintenance Vehicle Fee <i>Optional</i> Track repair orders, service due dates based on intervals and manage vendors	20	\$250.00	Not Selected
Hardware	<input type="checkbox"/> TripView 3 View System <i>Optional</i> Live streaming in-vehicle video with event-based notifications. Equipment, shipping, installation, and remote system setup included. (Dual facing camera plus 1 single camera or 3 individual cameras)	1	\$1,575.00	Not Selected
Product	<input type="checkbox"/> TripPortal White Labeling Fee <i>Optional</i> Web-based application and mobile application customized with your company's branding, logos, and colors.	1	\$20,000.00	Not Selected
One-Time Subtotal				\$22,800.00

Monthly Fees

Category	Item	Qty	Price	Total
Monthly Fees	TripReminder Fee (1,000 Monthly Calls/Texts)	8	\$33.00	\$264.00
Monthly Fees	Where's My Ride Vehicle Fee Enhancement to the TripReminder module. Text message notification to the rider with real-time vehicle location and the real-time estimated time of arrival.	20	\$8.00	\$160.00
Monthly Fees	TripPortal Module Vehicle Fee	20	\$20.00	\$400.00
Monthly Fees	TripPass Module Vehicle Fee	20	\$20.00	\$400.00
Monthly Fees	<input type="checkbox"/> TripMaintenance Vehicle Fee <i>Optional</i>	20	\$5.00	Not Selected
Monthly Fees	<input type="checkbox"/> Bus Buzz Module Fee <i>Optional</i> BusBuzz changes the way transit systems interact with their passengers. Passengers can suggest improvements, report issues, offer compliments, and even register for alerts so they are completely in touch with the transit system.	20	\$5.00	Not Selected
Monthly Fees	<input type="checkbox"/> Single Sign On (SSO) Maintenance Fee <i>Optional</i>	1	\$100.00	Not Selected
Monthly Fees	<input type="checkbox"/> TripView 3 View System <i>Optional</i> Software updates, cellular fees, technical support, and full system warranty included. (Dual facing camera plus 1 single camera or 3 individual cameras)	1	\$45.00	Not Selected

Category	Item	Qty	Price	Total
Monthly Fees	<input type="checkbox"/> TripPortal White Labeling Monthly Fee <i>Optional</i> Management and updates to the web-based application and mobile application customized with your company's branding, logos, and colors.	1	\$200.00	Not Selected

* Recurring fees billed monthly with 0 upfront payment(s).

Monthly Subtotal \$1,224.00

Implementation

One-Time Fees

Category	Item	Qty	Price	Total
Services / Training	Data Acquisition, Conversion, and Install TripMaster will perform a database conversion of existing data from your current files into your TripMaster database. The converted data will be transferred confidentially, and CTS Software will ensure that appropriate high-level security measures are taken to protect the data's integrity and accuracy.	1	\$0.00	\$0.00[†]
Services	Remote System Set-up TripMaster will conduct a series of online webinars using Zoom during the initial system setup phases. Watch and learn from role-based documentation, help videos, short quizzes, and follow-up meetings with your technical trainer to train your end-users and staff. Online training is done for all projects prior to the remote go-live or prior to the onsite training and go-live if added.	1	\$750.00	\$750.00[†]
Services / Training	Onsite Training Daily onsite, in-person representation for your technical trainer. Once onsite, your technical trainer(s) will work directly with the licensee's project manager and all other staff by what is known as "job shadowing". We believe in understanding your operation and fitting the software into your world rather than you having to fit into the software.	9	\$700.00	\$6,300.00[†]
Services / Training	Onsite Travel Expenses Flat rate for each trip requested in order to complete the onsite, in-person training.	2	\$3,000.00	\$6,000.00[†]
Hardware	TripPass Design, 1000 Passes, In-office Scanner The purchase of 1000 professionally designed passes including all design fees, printing, and shipping. One in-office QR code scanner with a USB connection shipped and delivered.	1	\$595.00	\$595.00

One-Time Subtotal \$13,645.00

Summary

[†] Non-taxable item

This cost proposal is valid until the expiration date and is entirely confidential.

Taxes and fees will apply unless proof of tax exemption is supplied.

Minimum \$125 monthly fee applies

Total One-Time	\$82,045.00 USD
Total Monthly	\$2,094.00 USD

ACCEPT QUOTE

1. All pricing and information provided herein is based on information provided.
2. All prices are in US dollars.
3. Cost proposal is valid for 30 days from the issued date and is completely confidential.
4. Taxes and fees will apply unless proof of tax exemption is supplied.
5. The products provided pursuant to any Purchase Order will be delivered to the Licensee.
6. Responsibility to all risk of loss to the Products, damage and need for replacement hardware will be with the Licensee.
7. The pricing provided assumes that CTS Software will provide:
 - All related software
 - Hosting services
 - Training
 - Ongoing Maintenance and Support
8. The pricing provided in this proposal assumes that the Licensee will provide:
 - Space, power, a network connection and any necessary IT installation and configuration for all required computer hardware.
 - A high-speed internet connection
 - Computer hardware
 - In-vehicle hardware

MASTER SERVICES AGREEMENT

This Master Hosted Services Agreement ("**Agreement**"), effective as of the acceptance date of this Cost Proposal (the "**Effective Date**"), is entered into by and between Aberdeen Rideline ("**Customer**") and Foxster Opco, LLC ("**CTS Software**", "**CTS**"), a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584. The parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used but not defined elsewhere in this Agreement have the meanings set forth below.

1.1 "**Customer Data**" means data and information submitted by or for Customer into the Hosted Services.

1.2 "**Documentation**" means the user guides, technical literature, and functional specifications for the Services, as provided and updated by CTS from time to time.

1.3 "**Hosted Services**" means the applicable software services to be provided by CTS to Customer over the internet through a web browser or other CTS authorized application, as further described and set forth in an Order and this Agreement.

1.4 "**Order**" means an order form specifying the Service(s) and/or Devices to be provided hereunder that is executed by the parties, including any addenda and supplements thereto.

1.5 "**Professional Services**" means any consulting, development, implementation, configuration, training, support, or other professional services that are described in an Order. Hosted Services are not Professional Services.

1.6 "**Services**" means the Hosted Services and Professional Services. "Services" excludes Customer Data.

2. **SERVICES.**

2.1 **Orders for Services.** CTS will make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable Order. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

2.2 **Orders for Devices.** Customer may purchase Devices (as defined in Schedule 2) pursuant to the execution of an Order between the parties. The additional terms set forth on Schedule 2 will apply to such purchases.

2.3 **Hosted Services.** CTS will provide to Customer the Hosted Services specified in an Order. Customer will identify to CTS, in the manner specified by CTS from time to time, its employees that require access to the Hosted Services. CTS will provide standard support for the Hosted Services to Customer at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Services). CTS will provide the Hosted Services in accordance with the service level agreement set forth in Schedule 1.

2.4 **Professional Services.** If specified in an Order, CTS will provide Professional Services to Customer in accordance with the applicable Order. For example, upgrades to the Hosted Services that are requested and made available for the benefit of the Customer will not be offered at no additional charge. Such upgrades will be quoted by CTS upon written request from the Customer and memorialized in a signed Order for Professional Services. CTS will own any improvements, enhancements, configurations, or other derivative works to the Hosted Services made by CTS in connection with the Professional Services.

2.5 **Service Delivery.** CTS may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.

CTS may, in its sole discretion, make any changes to any Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of CTS' products or services to its customers, (b) the competitive strength of, or market for, CTS' products or services, (c) such Services' cost efficiency or performance, or (ii) to comply with applicable law.

2.6 Protection and Use of Customer Data. CTS will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include measures for preventing access, use, modification, or disclosure of Customer Data by CTS personnel except: (a) to provide the Services, prevent or address service or technical problems, or as described herein; (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below; or (c) as Customer expressly permits in writing.

Customer shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by CTS for use with the Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

3. USE OF SERVICES AND CONTENT.

3.1 Customer Responsibilities. Customer will: (a) be responsible for its and its contractors' compliance with this Agreement and for all their acts and omissions of as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify CTS promptly of any unauthorized access or use of which Customer becomes aware; (d) use Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all laws applicable to Customer's use of the Services; and (f) promptly and fully cooperate with CTS and make the necessary personnel and resources available to CTS for CTS to deliver the Services, as reasonably requested by CTS.

3.2 Usage Restrictions. Customer will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Service available to, or use any Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Services, or include any Service in a service bureau or outsourcing offering; (d) use or permit use of any Service in contravention of Section 3.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Service; (f) attempt to gain unauthorized access to any Service; (g) permit direct or indirect access to or use of any Service in a way that circumvents a usage limit; (h) copy a Service or any part, feature, function, or user interface thereof; (i) copy any Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Service; (k) access any Service in order to build a competitive product or service; or (l) reverse engineer any Service (to the extent this restriction is permitted by law).

3.3 Technical Requirements. Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility.

Customer is responsible for ensuring that such equipment is compatible with the Services and complies with all configurations and specifications provided by CTS, which may be amended from time to time.

CTS neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

3.4 Prohibited Uses. Customer will not and will not permit others in using the Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or CTS; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for CTS; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Services; (e) transmit or upload any material through the Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing CTS', or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Services, networks or servers connected to the CTS systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Services; (g) attempt to gain unauthorized access to the Services, other CTS customers' computer systems or networks using the Services through any means; or (h) interfere with another person's use of the Services. CTS has no obligation to monitor Customer's use of the Services. However, CTS reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

3.5 Removal of Content. If CTS is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, CTS may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Reservation. CTS and its licensors reserve all of their rights, title, and interest in and to the Hosted Services and the Documentation, including all updated, upgrades, or derivative works from the foregoing, and all intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

4.2 Access to Hosted Services. Subject to Customer's compliance with this Agreement and any Orders, CTS grants to Customer a non-exclusive, personal, non-transferable, limited license for its employees to access and use the Hosted Services and Documentation solely for Customer's internal business purposes.

4.3 Customer Data. As between CTS and Customer, Customer owns the Customer Data. Customer grants to CTS and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including but not limited to as reasonably necessary or useful to perform and improve the Services and for the exercise of CTS' rights under this Agreement and for scenarios including but not limited to data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to CTS that Customer has the right to grant the foregoing license and provide Customer Data to CTS in accordance with this Agreement. CTS may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, for analytical and benchmarking purposes, for the development of new products and services, and to improve CTS' products and services.

5. FEES AND PAYMENT TERMS

5.1 Services Fees. For the Services provided under this Agreement, Customer will pay CTS the fees in the amounts set forth in the applicable Order. Unless otherwise set forth in the applicable Order, applicable fees will be invoiced to Customer monthly in advance. Fees are non-cancelable and non-refundable. Unless otherwise agreed in an Order, Customer will pay all invoices net 15 days from the date of the CTS invoice. All fees paid and expenses

reimbursed under this Agreement will be in United States currency. All standard fees will automatically increase by 3% per year after the one-year anniversary of the Effective Date of the Initial Term.

5.2 Late Fees. If any invoiced amount is not received by CTS by the due date, then, without limiting CTS' rights or remedies, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). CTS, at its option, may suspend the Services, in whole or in part, if CTS does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

CTS shall be entitled to an award of its reasonable attorney's fees and collection costs in connection with Customer's breach of its payment obligations.

5.3 Taxes. CTS Software's invoices for fees will include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes") unless official proof of tax-exempt status is provided.

5.4 No Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

6. NON-DISCLOSURE AND CONFIDENTIALITY

6.1 Definition of Confidential Information. "**Confidential Information**" means information disclosed by a party to the other party that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of CTS includes the Services and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "**Disclosing Party**" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "**Recipient**" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents. Confidential Information does not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

6.2 Requirement of Confidentiality. The Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. The obligations in this Section 6 will survive termination and continue for so long as the applicable information constitutes Confidential Information.

6.3 Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4 Feedback. Any feedback, comments, suggestions or proposed modifications to the Services provided by Customer to CTS may be freely used by CTS without limitation, notice, or duty of accounting.

7. THIRD PARTY SERVICES.

7.1 Integration with Third Party Services. The Hosted Services may contain features designed to interoperate with products, applications, or services not provided by CTS (collectively, each a "Third Party Service"). To use such features, Customer may be required to obtain access to such Third Party Service from its provider, and may be required to grant CTS access to Customer's account(s) on such Third Party Service. Customer shall provide, and shall cause the provider of the Third Party Service to provide, CTS with any reasonably requested information and materials needed to integrate the Third Party Service with the Services.

7.2 Permissions; Disclaimer. CTS does not warrant or support Third Party Service or other third-party products or services. If Customer chooses to use a Third Party Service with the Services, Customer grants CTS permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute Confidential Information) provided to CTS in connection with the Services as required for the interoperation of that Third Party Service with the Services. CTS is not responsible for any disclosure, modification or deletion of such data resulting from access by any Third Party Service or its provider. Any acquisition by Customer of a Third Party Service, and any exchange of data between Customer and any Third Party Service or its provider, is solely between Customer and the applicable third-party provider. Further, CTS cannot guarantee the continued availability of any Service features that interoperate with Third Party Service, and may cease providing them without being in breach of this Agreement or entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to CTS.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

8.1 Mutual Representations. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 Services Warranties. CTS represents and warrants that it will provide the Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Hosted Services will conform substantially in accordance with the Documentation under normal use and circumstances. Customer's sole remedy for breach of a warranty in this Section shall be to have CTS use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Customer.

8.3 Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Service in full compliance with this Agreement, CTS' end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Service; (c) the provision and use of Customer Data as contemplated by this Agreement and any Service do not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (d) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.4 Disclaimer.

(a) OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 8, CTS SOFTWARE DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER REGARDING THIS AGREEMENT AND THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY CTS SOFTWARE. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. CTS SOFTWARE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING CTS SOFTWARE.

(b) Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) CTS shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other CTS property.

9. LIMITATION OF LIABILITY.

9.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CTS SOFTWARE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exceptions. The exclusions and limitations in Section 9.1 and Section 9.2 will not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 10 (Indemnification).

10. INDEMNIFICATION.

10.1 CTS Indemnification. CTS will defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "**Claim Against Customer**"), and will pay all settlements entered into and damages awarded against Customer as a result of a Claim Against Customer; provided, however, that CTS will have no obligations under this Section 10.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to CTS; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by CTS in writing; (c) any modifications or changes made to the Services by or on behalf of any person or entity other than CTS; (d) the use of any version of the Hosted Services other than the most current release made available by CTS; (e) Customer Data; or (f) Customer's breach of this Agreement, the Documentation, or the applicable Order(s). If a Service, or any part thereof, becomes, or in the opinion of CTS may become, the subject of a claim of infringement or misappropriation, CTS may, at its option: (x) obtain a license for Customer's continued use of that Service in accordance with this Agreement; (y) replace or modify the Services so that they are no longer claimed to infringe or misappropriate; or (z) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Service.

10.2 Customer Indemnification. Customer will defend CTS and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Customer (including Customer Data), or CTS' receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of that third party; (b) arising from Customer's breach of Section 3.2; (c) arising from Customer's failure to comply with applicable law; or (d) arising in connection with any event described in Section 8.4(b) or any from a dispute between Customer and any customer of Customer (each of (a) – (d), a "**Claim Against CTS Software**") and will pay all settlements entered into and damages awarded against CTS as a result of a Claim Against CTS.

10.3 Indemnification Procedures. The party seeking indemnification hereunder will promptly notify the indemnifying party in writing of a claim for which it seeks indemnification hereunder and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party will immediately take control of the defense and investigation of the claim and will employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party will not settle any claim hereunder in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.3 will not relieve the indemnifying party of its obligations under this Section 10 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe

the proceedings at its own cost and expense.

11. TERM AND TERMINATION.

11.1 Term. This Agreement will commence on the Effective Date and will continue until the time which the last active Order has terminated or expired. The term of each Order will be specified in the applicable Order.

(a) Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, this Agreement may be terminated by either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party, with a material breach including Customer's failure to pay, when due, any fees due to CTS

11.2 Effect of Termination or Expiration. Upon termination of this Agreement for any reason: (a) all Orders hereunder will terminate, and all rights and licenses granted by CTS hereunder to Customer will immediately cease; and (b) Customer will immediately cease use of any Services and, within thirty (30) days after termination or expiration of this Agreement, return to CTS or, at CTS' written request destroy, all CTS Confidential Information in Customer's possession or control. The following sections of this Agreement will survive its termination or expiration: Section 1 (Definitions); Section 3.5 (Removal of Content); Section 4.1 (Reservation); Section 4.3 (Customer Data); Section 5 (Fees and Payment Terms); Section 6 (Non-Disclosure and Confidentiality); Section 8.3 (Disclaimer); Section 9 (Limitation of Liability); Section 11.2 (Effect of Termination); Section 11.3 (Portability and Deletion); and Section 12 (General).

11.3 Portability and Deletion. If Customer requests in writing within 30 days after the effective date of termination or expiration of this Agreement: (a) CTS will make Customer Data available to Customer for export or download and (b) CTS will return to Customer all Customer Confidential Information other than Customer Data in CTS' possession or control. After that 30-day period, CTS will have no obligation to maintain or provide any Customer Confidential Information, and will thereafter delete or destroy all copies of Customer Confidential Information in its systems or otherwise in its possession or control, unless legally prohibited.

12. GENERAL.

12.1 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. In the event any litigation or other action to enforce the terms and conditions hereof is commenced by either party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of North Carolina. Each party waives any and all rights to have this action brought in any place other than the State of North Carolina.

12.2 Delay in Performance. If CTS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, CTS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and CTS' obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

12.3 Conflicting Terms in Customer Purchase Orders. Notwithstanding the content of any Customer purchase order or any other document or record generated by Customer (other than an executed Order), whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement will govern and any conflicting, inconsistent, or additional terms contained in such documents will be null and void.

12.4 Notice. All communications required or otherwise provided under this Agreement will be in writing and will be deemed given when delivered (a) by hand, (b) by registered or certified mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service; to the address set forth for the applicable party on the first page of this Agreement, as may be amended by the party by written notice to the other party in accordance with this Section 12.4.

12.5 Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign this Agreement, in whole, to a successor of all or substantially all of the assets of that party through merger, reorganization, consolidation or acquisition. If a party makes any attempted assignment, transfer or other conveyance in violation of the foregoing, the attempted assignment, transfer, or other conveyance will be null and void.

12.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same may not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

12.7 Severability. In case any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

12.8 Entire Agreement. This Agreement, including the schedules and exhibits hereto and Orders entered hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

12.9 Publicity. Customer agrees to serve as a customer reference for CTS. Additionally, Customer shall permit CTS to feature Customer in a press release upon execution of this Agreement and shall permit CTS to feature Customer in marketing materials following the implementation of the Hosted Services. CTS and Customer agree to collaborate on public announcements and marketing materials, and shall refrain from issuance or distribution of marketing materials without first obtaining the prior written consent of the other party, which shall not be unreasonably withheld.

12.10 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving.

12.11 Export. Customer shall not itself, or permit any third party, to, export, re-export or release, directly or indirectly, the Services to any country, jurisdiction or individual person to which the export, re-export or release of the Service (a) is prohibited by applicable law and associated regulations or (b)

without first completing all required undertakings, including obtaining any necessary export license or other governmental approval. Customer indemnify and hold CTS harmless from any breach of this section.

12.12 Force Majeure. Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including an act of God, war, natural disaster, governmental regulations or orders, epidemics or pandemics, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

12.13 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.2 (Usage Restrictions) or Section 6 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

12.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and, except as expressly set forth in Section 10 (Indemnification), nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12.15 Relationship of Parties. Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party will have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

12.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

WITH THE INTENT TO BE BOUND, the parties have executed this Agreement as of the Effective Date.

Foxster Opco, LLC dba CTS Software



Signature:

Printed Name: Adam Fox

Title: CEO

Schedule 1

Service Level Agreement

Service Levels. Subject to the terms and conditions of this Agreement, CTS will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), excluding unavailability as a result of any of the Exceptions described below in this Section 0 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Hosted Services to meet the Availability Requirement. "Available" and "Availability" mean the Hosted Services are available for access and use by Customer. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by Customer, or using Customer's access credentials, that does not strictly comply with this Agreement; (b) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Customer's Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by CTS pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which CTS has provided Customer at least 72 hours' prior notice via email or through the Hosted Services; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.

ORDER

GENERAL INFORMATION.

Order Term: Immediately from Effective Date, continuing for 5 (five) year(s) and auto-renewing for additional 1 (one) year periods unless a party notifies the other in writing of its intent to non-renew at least 30 days prior to the next Order Term.

This Order (the "Order") is made and entered into as of the Cost Proposal acceptance date known as the "Effective Date" by and between Foxster Opco, LLC ("CTS Software", "CTS", "Licensor", "we", "our", or "us") and Aberdeen Rideline ("Customer", "Licensee", "you", or "your"). This Order is governed by the terms and conditions of the Master Services Agreement (the "Master Contract") executed between the parties and all capitalized terms not defined herein shall have the meaning provided in such Master Contract.

1. MAINTENANCE AND SUPPORT FEES:

1.1 The Licensee's chosen software, services, monthly fees, annual fees and upfront fees if applicable are identified in the Cost Proposal.

1.2 Beginning on the Effective Date, Licensor will submit the annual invoice via email on the first day of the annual renewal month, and such fees must be paid by the fifteenth (15) day of the month in order to prevent suspension of service for the following month.

(a) Payments not received by the due date will be subject to late fees and suspension of system access.

1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per month if the number of vehicles exceeds that noted on the Cost Proposal if applicable.

1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID per month if the number of licenses exceeds that noted on the Cost Proposal if applicable.

1.5 Full pricing and other details for any fees described in this Order are set forth in the Cost Proposal

1.6 Pricing is valid for 30 days post the Effective Date of this Order and will be reevaluated at the time of contract renewal.

1.7 All applicable sales and use tax will be applied in addition to the fees listed on the Cost Proposal unless official proof of tax exemption is supplied.

2. IMPLEMENTATION:

2.1 Licensor shall provide online setup and support services to Licensee unless onsite training has been selected and noted on the Cost Proposal. Up to five (5), one (1) hour, remote training sessions are included in the System Set-Up fee shown on the Cost Proposal. This fee is nonrefundable. Online training and support services will be provided remotely, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate and quantity defined on the Cost Proposal.

2.2 Onsite training is also available and charges for such services shall be billed separately at the rates shown on the Cost Proposal.

2.3 Retraining of Licensee's employees shall be charged at Licensor's rate of \$150 per hour with a one-hour minimum and will include reimbursement by Licensee of any and all expenses incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

3. ADDRESS FOR NOTICES:

For Foxster Opco, LLC ("Licensor"):

Foxster Opco, LLC

Post Office Box 57

Swansboro, North Carolina 28584

Attn: Adam Fox, President

(910) 290-6300

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.



City of Aberdeen

Council Agenda Memo

Agenda Item 7E

Meeting Date:	4/6/2026	Department:	Engineering
Agenda Section:	New Business	Presented by:	Destin Spellman Assistant Engineer
Res./Ord. Number:	NA	Attachments:	1

Agenda Item Title:

Possible approval of Pay Request #6 for WT-2025-1 (Water Tower and Transmission Line) in the amount \$27,220.24 to Dahme Construction Inc. of Aberdeen, SD for Schedule A and \$1,335,927.05 to Landmark Structures Inc. of Fort Worth, TX for Schedule B.

Proposed or Possible Action:

Motion and second to approve and authorize the City Manager to sign Pay Request #6.

Overview:

Schedule A- Pay request is for transmission line installation and associated work.

Schedule B - Pay request is for concrete pedestal installation and steel tank fabrication.

Financial Consideration:

NA

Attachments:

1. Pay Request

Contractor's Application for Payment No. 4A

Application Period: 1/18/2026 thru 02/17/2026		Application Date: March 2, 2026
To (Owner): City of Aberdeen	From (Contractor): Dahme Construction Co., Inc	Via (Engineer): Helms & Associates
Project: Aberdeen Water Tower and Transmission Line	Contract: Bid Schedule A - Transmission Line	SRF Project # C462072-04 EDA Project # 05-79-06091
Owner's Contract No.: WT-2025-1	Contractor's Project No.:	Engineer's Project No.: A-8542

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE	\$	<u>\$4,669,716.37</u>
2. Net change by Change Orders	\$	<u>\$0.00</u>
3. Current Contract Price (Line 1 ± 2)	\$	<u>\$4,669,716.37</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	<u>\$2,239,995.530</u>
5. RETAINAGE:		
a. 5% X \$1,479,354.14 Work Completed.....	\$	<u>\$73,967.710</u>
b. 5% X \$760,641.39 Stored Material.....	\$	<u>\$38,032.070</u>
c. Total Retainage (Line 5a + Line 5b).....	\$	<u>\$111,999.780</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	<u>\$2,127,995.750</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	<u>\$2,100,775.51</u>
8. AMOUNT DUE THIS APPLICATION	\$	<u>\$27,220.240</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	<u>\$2,429,720.840</u>

Contractor's Certification
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Dahme Construction CO Inc.

By: *Jeremy Hof* Date: *3-9-26*

Payment of: \$ \$27,220.24
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Glenn C. Redinger* 3/9/2026
(Engineer) (Date)

Payment of: \$ \$27,220.24
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):			Aberdeen Water Tower and Transmission Line Bid Schedule A - Transmission Line						Application Number:		4A				
Application Period:			1/18/2026 thru 02/17/2026						Application Date:		March 2, 2026				
A			B		B1	B2	B3	B4	C	D	E	F		G	
Item	Bid Item No.	Bid Quantity	Unit	Unit Price	Bid Value	Previous Quantity Installed	Previous Value Installed	Quantity Installed This Pay Period	Value Installed This Pay Period	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)/ B	Balance to Finish (B - F)
Mobilization	1	L.S.		\$474,468.82	\$474,468.82	0.60	\$284,681.29	0.00	\$0.00	0.60	\$284,681.290	\$0.00	\$284,681.290	60.0%	\$189,787.530
Remove & Replace 30" Concrete Curb & Gutter	2	616	Ft.	\$40.00	\$24,640.00	261.0	\$10,440.00	0.0	\$0.00	261.0	\$10,440.00	\$0.00	\$10,440.00	42.4%	\$14,200.00
Remove & Replace Concrete 24" Curb & Gutter	3	114	Ft.	\$36.20	\$4,126.80	79.0	\$2,859.80	0.0	\$0.00	79.0	\$2,859.80	\$0.00	\$2,859.80	69.3%	\$1,267.00
Remove & Replace Concrete Fillet	4	505	Sq.Ft.	\$17.85	\$9,014.25	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$9,014.25
Remove & Replace Concrete Valley Gutter	5	0	Sq.Ft.	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
Remove & Replace Concrete Sidewalk	6	2,755	Sq.Ft.	\$9.20	\$25,346.00	1,281.0	\$11,785.20	0.0	\$0.00	1,281.0	\$11,785.20	\$0.00	\$11,785.20	46.5%	\$13,560.80
Remove & Replace 5" Concrete Recreation Trail	7	4,070	Sq.Ft.	\$9.50	\$38,665.00	5,760.0	\$54,720.00	0.0	\$0.00	5,760.0	\$54,720.00	\$0.00	\$54,720.00	141.5%	-\$16,055.00
Remove & Replace 6" Concrete Driveway	8	170	Sq.Ft.	\$10.75	\$1,827.50	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$1,827.50
Remove & Replace 8" Concrete Street	9	27,540	Sq.Ft.	\$13.20	\$363,528.00	2,928.0	\$38,649.60	0.0	\$0.00	2,928.0	\$38,649.60	\$0.00	\$38,649.60	10.6%	\$324,878.40
Remove & Reset Chain Link Fence	10	20	Ft.	\$75.60	\$1,512.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$1,512.00
Remove, Salvage, and Reset Existing Traffic Light	11	L.S.		\$15,302.00	\$15,302.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$15,302.00
Mill, Salvage, & Stockpile Asphalt & Base (±12" depth)	12	18,701	Sq.Yd.	\$3.30	\$61,713.30	387.0	\$1,277.10	0.0	\$0.00	387.0	\$1,277.10	\$0.00	\$1,277.10	2.1%	\$60,436.20
Storm Sewer Repair (18"-24" RCP)	13	24	Ft.	\$95.65	\$2,295.60	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$2,295.60
24" Watermain Casing Pipe	14	220	Ft.	\$105.00	\$23,100.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$23,100.00
Jack & Bore 24" Casing Pipe	15	830	Ft.	\$1.70	\$1,411.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$1,411.00
24" Watermain	16	20	Ft.	\$184.00	\$3,680.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$3,680.00
20" Watermain	17	203	Ft.	\$105.50	\$21,416.50	6.0	\$633.00	79.0	\$8,334.50	85.0	\$8,967.50	\$4,000.00	\$12,967.50	60.5%	\$8,449.00
16" Watermain	18	13,621	Ft.	\$112.00	\$1,525,552.00	5,881.0	\$658,672.00	0.0	\$0.00	5,881.0	\$658,672.00	\$594,441.39	\$1,253,113.39	82.1%	\$272,438.61
12" Watermain	19	19	Ft.	\$96.85	\$1,840.15	14.0	\$1,355.90	0.0	\$0.00	14.0	\$1,355.90	\$0.00	\$1,355.90	73.7%	\$484.25
10" Watermain	20	15	Ft.	\$75.90	\$1,138.50	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$1,138.50
8" Watermain	21	37	Ft.	\$51.35	\$1,899.95	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$1,899.95
Connect to Existing Watermain	22	17	Each	\$2,506.00	\$42,602.00	6.0	\$15,036.00	0.0	\$0.00	6.0	\$15,036.00	\$11,000.00	\$26,036.00	61.1%	\$16,566.00
Connect to Existing Gate Valve, Cross, Tee, Bend	23	2	Each	\$1,202.00	\$2,404.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$600.00	\$600.00	25.0%	\$1,804.00
20" MJ Gate Valve w/Box	24	1	Each	\$25,719.00	\$25,719.00	1.0	\$25,719.00	0.0	\$0.00	1.0	\$25,719.00	\$0.00	\$25,719.00	100.0%	\$0.00
16" MJ Gate Valve w/ Box	25	12	Each	\$17,742.00	\$212,904.00	4.0	\$70,968.00	0.0	\$0.00	4.0	\$70,968.00	\$104,000.00	\$174,968.00	82.2%	\$37,936.00
12" MJ Gate Valve w/ Box	26	4	Each	\$12,247.00	\$48,988.00	3.0	\$36,741.00	0.0	\$0.00	3.0	\$36,741.00	\$0.00	\$36,741.00	75.0%	\$12,247.00
10" MJ Gate Valve w/ Box	27	2	Each	\$5,687.00	\$11,374.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$11,374.00
8" MJ Gate Valve w/ Box	28	8	Each	\$5,073.00	\$40,584.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$40,584.00
6" MJ Gate Valve w/ Box	29	1	Each	\$2,090.00	\$2,090.00	0.0	\$0.00	1.0	\$2,090.00	1.0	\$2,090.00	\$0.00	\$2,090.00	100.0%	\$0.00
24" x 24" x 20" x 16" MJ DI Cross	30	1	Each	\$22,144.00	\$22,144.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$10,000.00	\$10,000.00	45.2%	\$12,144.00
20" x 16" x 12" x 12" MJ DI Cross	31	1	Each	\$24,485.00	\$24,485.00	1.0	\$24,485.00	0.0	\$0.00	1.0	\$24,485.00	\$0.00	\$24,485.00	100.0%	\$0.00
16" x 16" x 12" x 12" MJ DI Cross	32	2	Each	\$11,518.00	\$23,036.00	1.0	\$11,518.00	0.0	\$0.00	1.0	\$11,518.00	\$3,500.00	\$15,018.00	65.2%	\$8,018.00
16" x 16" x 10" x 10" MJ DI Cross	33	1	Each	\$6,558.00	\$6,558.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$2,000.00	\$2,000.00	30.5%	\$4,558.00
16" x 16" x 8" x 8" MJ DI Cross	34	5	Each	\$5,846.00	\$29,230.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$8,000.00	\$8,000.00	27.4%	\$21,230.00
20" x 6" MJ DI Tee	35	1	Each	\$8,943.00	\$8,943.00	0.0	\$0.00	1.0	\$8,943.00	1.0	\$8,943.00	\$0.00	\$8,943.00	100.0%	\$0.00
16" MJ DI Tee	36	1	Each	\$6,756.00	\$6,756.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$2,400.00	\$2,400.00	35.5%	\$4,356.00
16" 90° MJ DI Bend	37	0	Each	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
16" 45° MJ DI Bend	38	2	Each	\$6,147.00	\$12,294.00	4.0	\$24,588.00	0.0	\$0.00	4.0	\$24,588.00	\$0.00	\$24,588.00	200.0%	-\$12,294.00
16" 22.5° MJ DI Bend	39	4	Each	\$6,097.00	\$24,388.00	2.0	\$12,194.00	0.0	\$0.00	2.0	\$12,194.00	\$2,600.00	\$14,794.00	60.7%	\$9,594.00
16" 11.25° MJ DI Bend	40	2	Each	\$4,526.00	\$9,052.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$2,600.00	\$2,600.00	28.7%	\$6,452.00
16" DI Cap	41	1	Each	\$1,822.00	\$1,822.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$500.00	\$500.00	27.4%	\$1,322.00
Air Release Manhole, Complete	42	4	Each	\$5,143.00	\$20,572.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	\$12,000.00	\$12,000.00	58.3%	\$8,572.00
Fire Hydrant w/ Steamer	43	3	Each	\$6,732.00	\$20,196.00	0.0	\$0.00	1.0	\$6,732.00	1.0	\$6,732.00	\$3,000.00	\$9,732.00	48.2%	\$10,464.00
6" PVC Hydrant Lead	44	24	Ft.	\$44.75	\$1,074.00	0.0	\$0.00	14.0	\$626.50	14.0	\$626.50	\$0.00	\$626.50	58.3%	\$447.50
Asphalt Surfacing (±6" Nominal Depth)	45	6,300	Tons	\$140.50	\$885,150.00	202.6	\$28,465.30	0.0	\$0.00	202.6	\$28,465.30	\$0.00	\$28,465.30	3.2%	\$856,684.70
Shaping, Fill & Grading (Salvaged Material)	46	6,300	Cu.Yd.	\$14.20	\$89,460.00	64.5	\$915.90	0.0	\$0.00	64.5	\$915.90	\$0.00	\$915.90	1.0%	\$88,544.10
Granular Base Course	47	5,500	Tons	\$23.90	\$131,450.00	1,018.4	\$24,339.76	181.1	\$4,328.290	1,199.5	\$28,668.05	\$0.00	\$28,668.05	21.8%	\$102,781.95
Pipe Bedding	48	4,500	Tons	\$13.50	\$60,750.00	471.7	\$6,367.95	0.0	\$0.00	471.7	\$6,367.95	\$0.00	\$6,367.95	10.5%	\$54,382.05
Rock Bedding	49	500	Tons	\$32.40	\$16,200.00	703.5	\$22,793.40	126.5	\$4,098.600	830.0	\$26,892.00	\$0.00	\$26,892.00	166.0%	-\$10,692.00
Geotextile Separator Fabric	50	23,000	Sq.Yd.	\$1.50	\$34,500.00	4,183.0	\$6,274.50	0.0	\$0.00	4,183.0	\$6,274.50	\$0.00	\$6,274.50	18.2%	\$28,225.50
Temporary Water	51	1	L.S.	\$1,765.00	\$1,765.00	1.0	\$1,765.00	0.0	\$0.00	1.0	\$1,765.00	\$0.00	\$1,765.00	100.0%	\$0.00
Hydro Excavate Existing Watermain/Sewer Crossing	52	14	Each	\$147.50	\$2,065.00	5.0	\$737.50	0.0	\$0.00	5.0	\$737.50	\$0.00	\$737.50	35.7%	\$1,327.50
Exploratory Excavation	53	30	Hours	\$348.50	\$10,455.00	5.0	\$1,742.50	0.0	\$0.00	5.0	\$1,742.50	\$0.00	\$1,742.50	16.7%	\$8,712.50
Traffic Control, Complete Including Maintenance/Modifications	54	1	L.S.	\$180,307.00	\$180,307.00	0.3	\$45,076.75	0.0	\$0.00	0.3	\$45,076.75	\$0.00	\$45,076.75	25.0%	\$135,230.25

Progress Estimate

Contractor's Application

For (contract):				Aberdeen Water Tower and Transmission Line Bid Schedule A - Transmission Line						Application Number:		4A					
Application Period:				1/18/2026 thru 02/17/2026						Application Date:		March 2, 2026					
A				B		B1	B2	B3	B4	C	D	E	F		G		
Item				Bid Quantity	Unit	Unit Price	Bid Value	Previous Quantity Installed	Previous Value Installed	Quantity Installed This Pay Period	Value Installed This Pay Period	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)/ B	Balance to Finish (B - F)
Bid Item No.	BID SCHEDULE B																
55	Storm Water Pollution Prevention Plan, Complete Including Maintenance/Modifications			1	L.S.	\$10,987.00	\$10,987.00	0.0	\$0.00	0.0	\$0.000	0.0	\$0.00	\$0.00	\$0.00	0.0%	\$10,987.00
56	Seeding, Fertilizing, and Mulching			9	Aeres	\$5,215.00	\$46,935.00	3.7	\$19,399.80	0.0	\$0.000	3.7	\$19,399.80	\$0.00	\$19,399.80	41.3%	\$27,535.20
Totals							\$4,669,716.370		\$1,444,201.25		\$35,152.890		\$1,479,354.140	\$760,641.39	\$2,239,995.530	48.0%	\$2,429,720.840

Stored Material Summary

Contractor's Application

For (contract):		Aberdeen Water Tower and Transmission Line Bid Schedule A - Transmission Line				Application Number:		4A		
Application Period:		1/18/2026 thru 02/17/2026				Application Date:		11/3/2025		
A	B	C		D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description		Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
				Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
x460093	2	Core & Main (ductile iron fittings)		10/2025	\$63,057.59		\$63,057.59			\$63,057.59
x684011	2	Core & Main (hydrant and valves)		10/2025	\$55,487.29		\$55,487.29			\$55,487.29
X684380	2	Core & Main (tracer wire and pipe end protection)		10/2025	\$8,069.73		\$8,069.73			\$8,069.73
X791093	2	Core & Main (Pipe)		10/2025	\$4,022.51		\$4,022.51			\$4,022.51
X684325	2	Core & Main (restraining devices, adapters and SS bolts)		10/2025	\$51,831.55		\$51,831.55			\$51,831.55
X897534	2	Core & Main (24" DI cross)		10/2025	\$9,302.53		\$9,302.53			\$9,302.53
X911386	2	Core & Main (additional restraining devices and SS bolts)		10/2025	\$6,533.65		\$6,533.65			\$6,533.65
X933258	2	Core & Main (1000 ft of 16" Pipe)		10/2025	\$40,993.20		\$40,993.20			\$40,993.20
X933247	2	Core & Main (additional 1000ft of 16" Pipe)		10/2025	\$40,993.20		\$40,993.20			\$40,993.20
X683805	2	Core & Main (16"and 20" Pipe)		10/2025	\$41,526.75		\$41,526.75			\$41,526.75
X933268	2	Core & Main (another truck load of 16" Pipe)		10/2025	\$40,933.20		\$40,933.20			\$40,933.20
X911333	2	Core & Main (20x16 DI tee and 20" adapter slv)		10/2025	\$6,990.19		\$6,990.19			\$6,990.19
								10/2025	(\$13,800.00)	(\$13,800.00)
32372508		Rinker Materials (concrete air release manholes)				\$12,512.00	\$12,512.00			\$12,512.00
Y012068	2	Core & Main (sampling saddle)				\$247.69	\$247.69			\$247.69
X954832	2	Core & Main (flushing/testing apparatus materials)				\$4,778.60	\$4,778.60			\$4,778.60
Y028632	2	Core & Main (pipe)				\$10,195.20	\$10,195.20			\$10,195.20
X689576	2	Core & Main (Misc. fittings, adapters and materials for pipe)				\$115,934.18	\$115,934.18			\$115,934.18
X689578	2	Core & Main (Valves)				\$145,585.17	\$145,585.17			\$145,585.17
Y012087	2	Core & Main (sampling apparatus materials)				\$1,323.17	\$1,323.17			\$1,323.17
X689577	2	Core & Main (Pipe sleeve connectors)				\$9,617.63	\$9,617.63			\$9,617.63
Y043313	2	Core & Maun (Pipe)				\$29,224.75	\$29,224.75			\$29,224.75
Y043336	2	Core & Main (Bore Pipe and Regular Pipe)				\$94,156.92	\$94,156.92			\$94,156.92
Y080886	2	Core & Main (Semi Load of Pipe)				\$43,134.19	\$43,134.19			\$43,134.19
Y050898	2	Core & Main (Pipe)				\$43,134.19	\$43,134.19			\$43,134.19
Y062592	2	Core & Main (pipe)				\$43,134.19	\$43,134.19			\$43,134.19
Y056374	2	Core & Main (misc pipe associated materials)				\$875.75	\$875.75			\$875.75
Y050925	2	Core & Main (pipe)				\$43,134.19	\$43,134.19			\$43,134.19
Y050921	2	Core & Main (pipe)				\$43,134.19	\$43,134.19			\$43,134.19
Y050913	2	Core & Main (pipe)				\$43,134.19	\$43,134.19			\$43,134.19
Y050870	2	Core & Main (pipe)				\$43,134.19	\$43,134.19			\$43,134.19
X954916	2	Core & Main (misc pipe restrainer - 20" DI)				\$3,317.37	\$3,317.37			\$3,317.37
Y045679	2	Core & Main (restraining rings)				\$6,020.71	\$6,020.71			\$6,020.71
Y031540	2	Core & Main (misc. pipe related items)				\$132.92	\$132.92			\$132.92
Y014648	2	Core & Main (misc pipe gaskets and related items)				\$6,875.01	\$6,875.01			\$6,875.01
Y027670	2	Core & Main (Pipe, misc hardware)				\$11,057.08	\$11,057.08			\$11,057.08
Y056946	2	Core & Main (Flushing pipe end cap)				\$625.30	\$625.30			\$625.30
Y087068	2	Core & Main (Pipe)				\$43,134.19	\$43,134.19			\$43,134.19
Y091511	2	Core & Main (Misc water sampling materials)				\$3,237.91	\$3,237.91			\$3,237.91
								11/2025	(\$243,290.88)	(\$243,290.88)
								1/2026	(\$146,300.00)	(\$146,300.00)
								2/2026	(\$6,500.00)	(\$6,500.00)
Totals					\$369,741.39	\$800,790.88	\$1,170,532.27		(\$409,890.88)	\$760,641.39

Application Period: 02/21/26 - 03/20/26	Application Date: 03/20/2026
To (Owner): City of Aberdeen, SD	From (Contractor): Landmark Structures 3120 Sabre Dr., Ste. 350 Southlake, Texas 76092
Project: Aberdeen Water Tower & Transmission Line	Via (Engineer): Helms & Associates Civil Engineers & Land Surveyors
Owner's Contract No.: WT-2025-1; SRF Project # C462072-04; EDA Project # 05-79-06091	Contract: 1897 Aberdeen SD - 1.5 MG CET Prime Contract BID Schedule B - Tower
Contractor's Project No.: 1897	Engineer's Project No.: A-8542

Application For Payment Change Order Summary

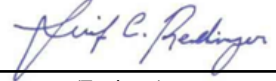
Approved Change Orders	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$(520,000.00)
TOTALS:	\$0.00	\$(520,000.00)
NET CHANGE BY CHANGE ORDERS:	\$(520,000.00)	

1. ORIGINAL CONTRACT PRICE.....	\$8,935,000.00
2. Net change by Change Orders.....	\$(520,000.00)
3. Current Contract Price (Line 1 + Line 2).....	\$8,415,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$5,906,980.00
5. Retainage	
a. 5.00% X \$5,906,980.00 Work Completed =	\$295,349.00
b. 0.00% X \$0.00 Stored Material =	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$295,349.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$5,611,631.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior application).....	\$4,275,703.95
8. AMOUNT DUE THIS APPLICATION.....	\$1,335,927.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$2,803,369.00

Contractor's Certification
The undersigned Contractor certifies that to the best of its knowledge:
(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;
(2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances);
(3) except for the Work covered by this Application for Payment, the undersigned Contractor has been paid in full for all Work performed to date; and (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature
By:  Date: 3/24/2026

Payment of: \$ 1,335,927.05
(Line 8 or other - attach explanation of the other amount)

is recommended by:  3/24/2026
(Engineer) (Date)

Payment of: \$ 1,335,927.05
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract) 1897 Aberdeen SD - 1.5 MG CET Prime Contract BID Schedule B - Tower						Application Number: 6					
Application Period: 02/21/26 - 03/20/26						Application Date: 03/20/2026					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value Of Work Installed to date	Materials Presently Stored (Not In C)	Total Completed and Stored To Date (D + E)	% (F / B)	Balance To Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value Of Item (\$)						
1	1-1. Mobilization	1.0		\$25,000.00	\$25,000.00	0.6	\$15,000.00	\$0.00	\$15,000.00	60.00%	\$10,000.00
2	2-1. Bonds and insurance	1.0		\$287,800.00	\$287,800.00	1.0	\$287,800.00	\$0.00	\$287,800.00	100.00%	\$0.00
3	2-2. Engineering - Elevated Tank - Foundation / Basis	1.0		\$216,000.00	\$216,000.00	1.0	\$216,000.00	\$0.00	\$216,000.00	100.00%	\$0.00
4	2-3. Engineering - Elevated Tank - Pedestal	1.0		\$190,100.00	\$190,100.00	1.0	\$190,100.00	\$0.00	\$190,100.00	100.00%	\$0.00
5	2-4. Engineering - Elevated Tank - Steel Tank	1.0		\$158,200.00	\$158,200.00	1.0	\$158,200.00	\$0.00	\$158,200.00	100.00%	\$0.00
6	2-5. Commissioning & Startup	1.0		\$3,800.00	\$3,800.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$3,800.00
7	2-6. Temporary Fence	1.0		\$16,500.00	\$16,500.00	1.0	\$16,500.00	\$0.00	\$16,500.00	100.00%	\$0.00
8	2-7. Temporary Construction Access and Stone	1.0		\$127,700.00	\$127,700.00	1.0	\$127,700.00	\$0.00	\$127,700.00	100.00%	\$0.00
9	2-8. Deep Foundation - Piles	1.0		\$587,600.00	\$587,600.00	1.0	\$587,600.00	\$0.00	\$587,600.00	100.00%	\$0.00
10	2-9. Foundation - Excavation	1.0		\$125,600.00	\$125,600.00	1.0	\$125,600.00	\$0.00	\$125,600.00	100.00%	\$0.00
11	2-10. Foundation - Pile Cap	1.0		\$352,900.00	\$352,900.00	1.0	\$352,900.00	\$0.00	\$352,900.00	100.00%	\$0.00
12	2-11. Foundation - Backfill interior	1.0		\$17,000.00	\$17,000.00	0.75	\$12,750.00	\$0.00	\$12,750.00	75.00%	\$4,250.00
13	2-12. Concrete Pedestal - Lifts 1 / Crane / Scaffold	1.0		\$302,300.00	\$302,300.00	1.0	\$302,300.00	\$0.00	\$302,300.00	100.00%	\$0.00
14	2-13. Concrete Pedestal - Lifts 2-3	2.0		\$275,400.00	\$550,800.00	2.0	\$550,800.00	\$0.00	\$550,800.00	100.00%	\$0.00
15	2-14. Concrete Pedestal - Remaining Lifts	10.0		\$243,900.00	\$2,439,000.00	10.0	\$2,439,000.00	\$0.00	\$2,439,000.00	100.00%	\$0.00
16	2-15. Concrete Pedestal - Tank Floor	1.0		\$161,200.00	\$161,200.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$161,200.00
17	2-16. Backfill exterior	1.0		\$53,400.00	\$53,400.00	0.5	\$26,700.00	\$0.00	\$26,700.00	50.00%	\$26,700.00
18	2-17. Steel Tank - Materials and Fabrication	1.0		\$657,700.00	\$657,700.00	0.9	\$591,930.00	\$0.00	\$591,930.00	90.00%	\$65,770.00
19	2-18. Steel Tank - Erect - Ring Beam	1.0		\$104,200.00	\$104,200.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$104,200.00
20	2-19. Steel Tank - Erect - Cone	1.0		\$351,600.00	\$351,600.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$351,600.00
21	2-20. Steel Tank - Erect - Vertical Shell	1.0		\$338,000.00	\$338,000.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$338,000.00
22	2-21. Steel Tank - Erect - Access Tube / Platform	1.0		\$82,600.00	\$82,600.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$82,600.00
23	2-22. Steel Tank - Erect - Hoist	1.0		\$40,900.00	\$40,900.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$40,900.00
24	2-23. Steel Tank - Erect - Floor	1.0		\$44,900.00	\$44,900.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$44,900.00
25	2-24. Steel Tank - Erect - Roof	1.0		\$55,600.00	\$55,600.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$55,600.00
26	2-25. Steel Tank - Preconstruction Hold Primer	1.0		\$175,000.00	\$175,000.00	1.0	\$175,000.00	\$0.00	\$175,000.00	100.00%	\$0.00
27	2-26. Steel Tank - Field Coating - Ground Phase	1.0		\$197,500.00	\$197,500.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$197,500.00
28	2-27. Steel Tank - Field Coating - Air Phase	1.0		\$114,400.00	\$114,400.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$114,400.00
29	2-28. Concrete Pedestal - Ladders / Landings	1.0		\$52,200.00	\$52,200.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$52,200.00
30	2-29. Steel Tank - Hatches / Vents	1.0		\$10,400.00	\$10,400.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$10,400.00
31	2-30. Mixing System	1.0		\$24,500.00	\$24,500.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$24,500.00
32	2-31. Slab on Grade	1.0		\$18,700.00	\$18,700.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$18,700.00
33	2-32. Chamber Room	1.0		\$210,000.00	\$210,000.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$210,000.00
34	2-33. Doors	1.0		\$16,900.00	\$16,900.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$16,900.00

Progress Estimate - Unit Price Work

Contractor's Application

A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value Of Work Installed to date	Materials Presently Stored (Not In C)	Total Completed and Stored To Date (D + E)	% (F / B)	Balance To Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value Of Item (\$)						
35	3-1. 20in Watermain	65.0		\$250.00	\$16,250.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$16,250.00
36	4-1. Connect to Existing Watermain, Gate Valve, DI Tee	1.0		\$2,500.00	\$2,500.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00
37	5-1. Mechanical - Base - Piping	1.0		\$103,800.00	\$103,800.00	1.0	\$103,800.00	\$0.00	\$103,800.00	100.00%	\$0.00
38	5-2. Mechanical - Pedestal - Riser Piping	1.0		\$132,300.00	\$132,300.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$132,300.00
39	5-3. Mechanical - Overflow Piping Size Reduction	1.0		\$135,000.00	\$135,000.00	1.0	\$135,000.00	\$0.00	\$135,000.00	100.00%	\$0.00
40	5-4. Mechanical - Chamber - Piping	1.0		\$38,900.00	\$38,900.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$38,900.00
41	6-1. Exterior Electrical	1.0		\$66,200.00	\$66,200.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$66,200.00
42	6-2. Interior Electrical Gear/Lighting	1.0		\$109,100.00	\$109,100.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$109,100.00
43	6-3. Instrumentation / Controls / SCADA	1.0		\$43,700.00	\$43,700.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$43,700.00
44	6-4. Lightning Protection / Grounding	1.0		\$11,000.00	\$11,000.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$11,000.00
45	7-1. 4in Floor Drain Pipe (SDR 21)	207.0		\$30.00	\$6,210.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$6,210.00
46	8-1. 4in 45 deg DI Bends	2.0		\$1,250.00	\$2,500.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00
47	9-1. 4in Floor Drain Outlet Structure	1.0		\$1,000.00	\$1,000.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00
48	10-1. Sand Water Separator	1.0		\$7,500.00	\$7,500.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00
49	11-1. 18in RCP	48.0		\$100.00	\$4,800.00	48.0	\$4,800.00	\$0.00	\$4,800.00	100.00%	\$0.00
50	12-1. 18in RCP Flared End	2.0		\$1,250.00	\$2,500.00	2.0	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00
51	13-1. Gravel Surfacing (8in Nominal Depth)	156.0		\$45.00	\$7,020.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$7,020.00
52	14-1. Geotextile Separator Fabric	700.0		\$5.00	\$3,500.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00
53	15-1. Unclassified Excavation, Site Grading, & Topsoiling, Complete	1.0		\$91,270.00	\$91,270.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$91,270.00
54	16-1. Chain Link Fence (8ft Tall)	570.0		\$35.00	\$19,950.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$19,950.00
55	17-1. 20ft Cantilever Roll Gate (8ft Tall)	1.0		\$5,000.00	\$5,000.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00
56	18-1. Storm Water Pollution Prevention Plan, Completeincluding Maintenance/Modifications	1.0		\$5,000.00	\$5,000.00	1.0	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00
57	19-1. Seeding, Fertilizing, and Mulching	1.0		\$10,000.00	\$10,000.00	0.0	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00
Totals					\$8,935,000.00		\$6,426,980.00	\$0.00	\$6,426,980.00	71.93%	\$2,508,020.00

Change Orders											
58	PCCO#001										
58.1	Reduce Overflow riser from 14" to 10"	1.0		\$(135,000.00)	\$(135,000.00)	1.0	\$(135,000.00)	\$0.00	\$(135,000.00)	100.00%	\$0.00
58.2	Remove Chamber Room and Insulate Piping	1.0		\$(210,000.00)	\$(210,000.00)	1.0	\$(210,000.00)	\$0.00	\$(210,000.00)	100.00%	\$0.00
58.3	Remove full removal of preconstruction hold primer and replace with sweep blast preconstruction hold primer	1.0		\$(175,000.00)	\$(175,000.00)	1.0	\$(175,000.00)	\$0.00	\$(175,000.00)	100.00%	\$0.00
58.4	Extend Project Duration 107 day (Substantial completion 12/31/2026)	1.0		\$0.00	\$0.00	1.0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
Totals					\$(520,000.00)		\$(520,000.00)	\$0.00	\$(520,000.00)	100.00%	\$0.00

Original Contract and Change Orders							
Project Totals	\$8,415,000.00		\$5,906,980.00	\$0.00	\$5,906,980.00	70.20%	\$2,508,020.00



City of Aberdeen

Council Agenda Memo

Agenda Item 7F

Meeting Date:	4/6/2026	Department:	Engineering
Agenda Section:	New Business	Presented by:	Destin Spellman Assistant Engineer
Res./Ord. Number:	NA	Attachments:	1

Agenda Item Title:

Possible approval of bid by Municipal Pipe Tool Co. LLC of Hudson, IA in the amount of \$230,323.50 for project SA-2026-1 (Sanitary Sewer Lining).

Proposed or Possible Action:

Motion and second to approve bid.

Overview:

Three bids were received for the project. The Engineering Department recommends accepting the low bid by Municipal Pipe Tool Co. LLC in the amount of \$230,323.50. The budget established for sewer lining is \$300,000.

Financial Consideration:

NA

Attachments:

1. Bid Tabulation

SANITARY SEWER PIPE LINING (PROJECT SA-2026-1)
BIDS RECEIVED MARCH 31, 2026 @ 2 P.M. - ABERDEEN, SOUTH DAKOTA

NAME OF BIDDER - ADDRESS OF BIDDER-				Engineer's Estimate		CC Steel, LLC 1841 43rd St. N - Unit B Fargo, ND 58102		Municipal Pipe Tool Co. LLC PO Box 398 Hudson, IA 50643		Mocon Pacific PO Box 84 Yampa, CO 80483	
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$31,150.00	\$31,150.00	\$25,000.00	\$25,000.00	\$14,950.00	\$14,950.00
2	Traffic Control	LS	1	\$500.00	\$500.00	\$7,000.00	\$7,000.00	\$2,625.00	\$2,625.00	\$2,800.00	\$2,800.00
3	Cleaning & CIPP Lining 6" Sewer	LF	724	\$32.00	\$23,168.00	\$46.00	\$33,304.00	\$44.00	\$31,856.00	\$55.00	\$39,820.00
4	Cleaning & CIPP Lining 8" Sewer	LF	1,737	\$40.00	\$69,480.00	\$47.00	\$81,639.00	\$37.50	\$65,137.50	\$38.00	\$66,006.00
5	Cleaning & CIPP Lining 10" Sewer	LF	661	\$58.00	\$38,338.00	\$54.00	\$35,694.00	\$40.00	\$26,440.00	\$38.00	\$25,118.00
6	Cleaning & CIPP Lining 12" Sewer	LF	1,645	\$75.00	\$123,375.00	\$57.00	\$93,765.00	\$47.00	\$77,315.00	\$48.00	\$78,960.00
7	Grind Protruding Service Tap	EA	26	\$300.00	\$7,800.00	\$200.00	\$5,200.00	\$75.00	\$1,950.00	\$195.00	\$5,070.00
TOTAL BASE BID				\$282,661.00		\$287,752.00		\$230,323.50		\$232,724.00	
BID SURETY						10% BB		10% BB		10% BB	

Certified By: /s/ Stuart Nelson



City of Aberdeen

Council Agenda Memo

Agenda Item **8A**

Meeting Date:	4/6/2026	Department:	Finance
Agenda Section:	New Business	Presented by:	Jordan McQuillen Finance Officer
Res./Ord. Number:	NA	Attachments:	2

Agenda Item Title:

Bills list for April 6, 2026

Proposed or Possible Action:

Motion and second to approve payment of the Bills list for April 6, 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 Manager 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 April 6, 2026, of vendors, items, or services purchased, or of claims made, and the amounts due thereon:

Bills Total: \$2,538,048.41

Financial Consideration:

NA

Attachments:

1. Itemized billing with totals
2. A/P Payment Register

CITY OF ABERDEEN

BILLS PRESENTED - APRIL 2, 2026

\$ 2,159,198.37

ADDITIONAL BILLS APRIL 6, 2026

PAYEE	DESCRIPTION	AMOUNT
DELTA DENTAL OF SD	MARCH 2026 COBRA	\$ 261.18
OPTILEGRA INC	APRIL 2026 COBRA	\$ 33.92
WELLS FARGO COMMERCIAL	CW REFI 2020 PRIN & INT	\$ 286,808.82
US BANK	MARCH 2026 CREDIT CARD	\$ 91,746.12

TOTAL \$ 2,538,048.41



Payment Register

Bank: AP - ACCOUNTS PAYABLE

Vendor Number 13833	Vendor Name ABERDEEN CHRYSLER CENTER					Total Vendor Amount 2,460.00
Payment Type Check	Payment Number			Payment Date 04/02/2026	Payment Amount 2,460.00	
Payable Number 398640	Description SEAT COVERS	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 960.00	
398800	TOOL BOX - #504A	03/31/2026	04/03/2026	0.00	1,500.00	

Vendor Number 11427	Vendor Name ABERDEEN COMMUNITY THEATRE					Total Vendor Amount 30,000.00
Payment Type Check	Payment Number			Payment Date 04/02/2026	Payment Amount 30,000.00	
Payable Number 2026-30	Description 2026 PROMOTION FUND PAYMENT	Payable Date 04/02/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 30,000.00	

Vendor Number 15820	Vendor Name ABERDEEN INSIDER					Total Vendor Amount 513.37
Payment Type Check	Payment Number			Payment Date 04/02/2026	Payment Amount 513.37	
Payable Number 2026-18688	Description BID AD - LEASE OF MUNICIPAL HANGAR	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 34.39	
2026-18689	BID AD - LEASE OF MUNICIPAL HANGAR	04/01/2026	04/03/2026	0.00	27.49	
2026-18825	BID AD - PROJECT SA-2026-1 SEWER PIPE	04/01/2026	04/03/2026	0.00	32.66	
2026-18826	BID AD - PROJECT SA-2026-1 SEWER PIPE	04/01/2026	04/03/2026	0.00	26.10	
2026-18828	COSTA BRAVA - NOH FOR ALCOHOL LICENSE	04/01/2026	04/03/2026	0.00	12.43	
2026-18861	RES 26-03-03R CONTINGENCY TRSF FD	04/01/2026	04/03/2026	0.00	16.18	
2026-18862	C) RES 26-03-01R ANNEX	04/01/2026	04/03/2026	0.00	16.47	
2026-18863	C) RES 26-03-02R ANNEX	04/01/2026	04/03/2026	0.00	16.47	
2026-18864	ORD 26-03-04 HOAX WEAPONS	04/01/2026	04/03/2026	0.00	53.47	
2026-18865	ORD 26-03-03 WATERFOWL	04/01/2026	04/03/2026	0.00	47.97	
2026-18901	MINUTES 3/16/2026	04/01/2026	04/03/2026	0.00	194.48	
2026-18931	C) NOH BOARD OF ZONING ADJ	04/01/2026	04/03/2026	0.00	35.26	

Vendor Number 10020	Vendor Name ABERDEEN SCHOOL DIST 6-1					Total Vendor Amount 188,626.52
Payment Type Check	Payment Number			Payment Date 04/02/2026	Payment Amount 188,626.52	
Payable Number MOU20260623	Description PEG ALLOCATION PER MOU	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 188,626.52	

Vendor Number 16124	Vendor Name ABERDEEN TRUCK & TRAILER					Total Vendor Amount 6.26
Payment Type Check	Payment Number			Payment Date 04/02/2026	Payment Amount 6.26	
Payable Number AP4363	Description LIGHT - #550	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 6.26	

Vendor Number 12054	Vendor Name ABM EQUIPMENT LLC					Total Vendor Amount 284.24
Payment Type Check	Payment Number			Payment Date 04/02/2026	Payment Amount 284.24	
Payable Number INV10908	Description BREATHERS - #203	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 284.24	

Payment Register

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Vendor Number 12820	Vendor Name AT & T CELL					Total Vendor Amount 2,437.55
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 2,437.55
Payable Number 0326-CELL	Description CELL PHONE - MARCH 2026	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 1,771.99
287246863719X03242026	AT&T HOTSPOTS	04/02/2026	04/03/2026	0.00		665.56

Vendor Number 13032	Vendor Name ATCO INTERNATIONAL					Total Vendor Amount 1,021.50
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 1,021.50
Payable Number 10655883	Description ATOX CLEANER	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 150.60
10655933	POPUPS & GLOVES	03/31/2026	04/03/2026	0.00		870.90

Vendor Number 15301	Vendor Name ATLAS CARBON LLC					Total Vendor Amount 32,960.00
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 32,960.00
Payable Number 2342	Description 40,000 ACTIVATED CARGON ALPINE PAC	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 32,960.00

Vendor Number 10360	Vendor Name AUTO VALUE - ABERDEEN					Total Vendor Amount 1,838.23
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 1,838.23
Payable Number 445395328	Description TERMINAL TOOL KIT	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 59.99
445395637	BRAKE CHAMBER - #578B	03/31/2026	04/03/2026	0.00		79.99
445395697	CREDIT	04/03/2026	05/03/2026	0.00		-43.98
445395730	AIR FILTERS	03/31/2026	04/03/2026	0.00		168.55
445395732	AIR FILTERS	03/31/2026	04/03/2026	0.00		103.67
445395846	OIL	03/31/2026	04/03/2026	0.00		65.96
445395848	A) MEDIC 1 WIPER BLADES	04/01/2026	04/03/2026	0.00		49.98
445396133	OIL	03/31/2026	04/03/2026	0.00		131.92
445396174	SWITCH	03/31/2026	04/03/2026	0.00		17.99
445396218	CIRCUIT TESTER	03/31/2026	04/03/2026	0.00		14.95
445396342	BATTERIES, FILTERS, FLUID, KNIFE	03/31/2026	04/03/2026	0.00		139.11
445396466	AIR FILTER - #573E	03/31/2026	04/03/2026	0.00		15.83
445396508	OIL - #573E	03/31/2026	04/03/2026	0.00		27.45
445396624	AIR FILTER - NH LOADER	03/31/2026	04/03/2026	0.00		66.66
445396686	OIL - #573A	03/31/2026	04/03/2026	0.00		59.88
445396987	CAP, ROTOR, SPARK PLUG - #512	03/31/2026	04/03/2026	0.00		66.30
445397010	LIGHT BULBS	03/31/2026	04/03/2026	0.00		8.90
445397022	FILTERS	03/31/2026	04/03/2026	0.00		39.00
445397065	PLUG WIRE SET - #512	03/31/2026	04/03/2026	0.00		40.99
445397164	A) MEDIC 1, MEDIC 3 GAS CAPS	04/01/2026	04/03/2026	0.00		68.54
445397168	CLEANER, COMPOUND, SANDPAPER	03/31/2026	04/03/2026	0.00		200.86
445397202	A) GAS CAP - RETURN	04/03/2026	05/03/2026	0.00		-68.54
445397203	A) MEDIC 1, MEDIC 3 GAS CAPS	04/01/2026	04/03/2026	0.00		39.06
445397240	OIL - #503	03/31/2026	04/03/2026	0.00		59.88
445397260	X) ST 3 PLYMOVENT	04/01/2026	04/03/2026	0.00		22.99
445397393	BUTANE, BLADES, FILTERS, FLOOR DRY	03/31/2026	04/03/2026	0.00		402.30

Vendor Number 10695	Vendor Name AVERA ST LUKE'S HOSPITAL					Total Vendor Amount 680.00
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 680.00
Payable Number CINV-019177	Description A) INSTRUCTOR ALIGNMENT FEE	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 680.00

Payment Register

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Vendor Number 13231	Vendor Name AXON ENTERPRISE INC					Total Vendor Amount 78,277.26
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 78,277.26
Payable Number CNU5017661	Description CREDIT OF 2 CABLE ASSEMBLIES	Payable Date 04/03/2026	Due Date 05/03/2026	Discount Amount 0.00		Payable Amount -143.00
INUS429186	2021 CORE-PLUS RENEWAL	04/01/2026	04/03/2026	0.00		75,300.26
INUS430945	DONGLE LICENSE	04/01/2026	04/03/2026	0.00		3,120.00
Vendor Number 15664	Vendor Name BECCA WELLS					Total Vendor Amount 31.35
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 31.35
Payable Number 3-17-2026	Description REIMB-2026 BARRIER AWARENESS DAY SUPPLIES	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 31.35
Vendor Number 13407	Vendor Name BNSF RAILWAY CO					Total Vendor Amount 562.83
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 562.83
Payable Number 90299705	Description PRE-EMPTION REVIEW - MAIN ST & ROOS	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 562.83
Vendor Number 12457	Vendor Name BRADY BERG					Total Vendor Amount 140.00
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 140.00
Payable Number 03/23-25/2026	Description MEALS FOR PEPPERBAL INSTRUCTOR CLASS	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 140.00
Vendor Number 10122	Vendor Name BROWN COUNTY LANDFILL					Total Vendor Amount 4.80
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 4.80
Payable Number 919459	Description RECLAMATION WASTE	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 4.80
Vendor Number 10123	Vendor Name BROWN COUNTY TREASURER					Total Vendor Amount 28.70
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 28.70
Payable Number 03312026	Description TITLE - VIN X57704	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 28.70
Vendor Number 13155	Vendor Name BUILDING SPRINKLER INC					Total Vendor Amount 600.00
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 600.00
Payable Number 10000157	Description FIRE SPRINKLER INSPECTION 1/27/2026	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 600.00
Vendor Number 14150	Vendor Name BUTLER MACHINERY CO					Total Vendor Amount 5,765.86
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 5,765.86
Payable Number 05CS0037688	Description CREDIT	Payable Date 04/03/2026	Due Date 05/03/2026	Discount Amount 0.00		Payable Amount -2,698.20
05PS0332403	CUTTING EDGES	04/01/2026	04/03/2026	0.00		2,698.20
05PS0332451	CUTTING EDGES	04/01/2026	04/03/2026	0.00		2,698.20
05PS0332476	FILTERS	04/01/2026	04/03/2026	0.00		1,235.76
05PS0332477	OIL	04/01/2026	04/03/2026	0.00		1,409.90
05PS0332478	FILTERS	04/01/2026	04/03/2026	0.00		327.00

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05W00134232	LEAKING MANIFOLD	04/01/2026	04/03/2026	0.00	95.00		
Vendor Number	Vendor Name					Total Vendor Amount	
12412	CENTURY BUSINESS PRODUCTS						50.00
Payment Type	Payment Number	Payment Date	Payment Amount				
Check		04/02/2026	50.00				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
843732	CONTRACT CHARGES - FEB 2026	03/31/2026	04/03/2026	0.00	20.00		
843733	CONTRACT COPIES - FEB 2026	03/31/2026	04/03/2026	0.00	30.00		
Vendor Number	Vendor Name					Total Vendor Amount	
12281	CLAIMS ASSOCIATES INC						250.00
Payment Type	Payment Number	Payment Date	Payment Amount				
Check		04/02/2026	250.00				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
GC2026125580	DEDUCTIBLE 26-101	04/02/2026	04/03/2026	0.00	250.00		
Vendor Number	Vendor Name					Total Vendor Amount	
10274	COLE PAPERS INC						658.71
Payment Type	Payment Number	Payment Date	Payment Amount				
Check		04/02/2026	658.71				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
10693984	TP TORK, ROLLS TOWELS	03/31/2026	04/03/2026	0.00	149.77		
10694694	3M 20" WHITE BUFF PADS	03/31/2026	04/03/2026	0.00	77.83		
10698700	KITCHEN TOWELS, GARBAGE BAGS	03/31/2026	04/03/2026	0.00	163.34		
10699479	TOILET PAPER, TRASH LINERS, SANITIZER	03/31/2026	04/03/2026	0.00	267.77		
Vendor Number	Vendor Name					Total Vendor Amount	
12718	CONVENTION VISITORS BUREAU						30,174.20
Payment Type	Payment Number	Payment Date	Payment Amount				
Check		04/02/2026	30,174.20				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0326-45045	FEB 2026 OCCUPANCY TAX	04/01/2026	04/03/2026	0.00	30,174.20		
Vendor Number	Vendor Name					Total Vendor Amount	
10757	CRAWFORD TRUCKS & EQUIP						4,458.22
Payment Type	Payment Number	Payment Date	Payment Amount				
Check		04/02/2026	4,458.22				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
01P72623	AIR DRYER, COMPRESSOR - #551D	03/31/2026	04/03/2026	0.00	3,041.30		
01P72660	FILTER	03/31/2026	04/03/2026	0.00	103.87		
01P72661	FILTER	03/31/2026	04/03/2026	0.00	103.87		
01P72662	CREDIT	04/03/2026	05/03/2026	0.00	-312.50		
01P72678	CREDIT	04/03/2026	05/03/2026	0.00	-103.87		
01P72728	BUSHING, BRACKET, CLIP - #560	03/31/2026	04/03/2026	0.00	475.25		
01P72732	PLUGS CABLE, TERMINATORS - #560	03/31/2026	04/03/2026	0.00	389.53		
01P72849	WINDOW SWITCHES - #578A & 578	03/31/2026	04/03/2026	0.00	447.12		
01P72951	LIGHTS & HARNESS - #550 & 564	03/31/2026	04/03/2026	0.00	313.65		
Vendor Number	Vendor Name					Total Vendor Amount	
14245	CRESCENT ELECTRIC SUPPLY						845.21
Payment Type	Payment Number	Payment Date	Payment Amount				
Check		04/02/2026	845.21				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
S513878197.001	LED FIXTURE	04/01/2026	04/03/2026	0.00	155.56		
S513936018.001	CONTRACTOR FOR AIR COMPRESSOR	03/31/2026	04/03/2026	0.00	189.65		
S513936018.002	OVERLOAD FOR AIR COMPRESSOR	03/31/2026	04/03/2026	0.00	61.48		
S513937743.001	LED LIGHT	04/01/2026	04/03/2026	0.00	155.56		
S513958641.001	FUSE REDUCERS	03/31/2026	04/03/2026	0.00	282.96		

Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
15429	CUSTOM INSTALLATION SOLUTIONS					157.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		157.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
769686	REMOVE CAMERAS, RADIO UNIT 10	04/01/2026	04/03/2026	0.00	157.50	
Vendor Number	Vendor Name					Total Vendor Amount
10202	DAHME CONSTRUCTION					27,220.24
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		27,220.24
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PAY REQ #6-WTR TWR	BID SCHEDULE A -WATER TOWER & TRANS LINE WT-2025	04/02/2026	04/03/2026	0.00	27,220.24	
Vendor Number	Vendor Name					Total Vendor Amount
12723	DAKOTA FLUID POWER INC					3,501.74
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		3,501.74
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7439141	AIR COMPRESSOR MAINTENANCE CALL	03/31/2026	04/03/2026	0.00	703.68	
7440159	HOSE - #555	03/31/2026	04/03/2026	0.00	77.45	
7440332	HYD HOSE - #555	03/31/2026	04/03/2026	0.00	81.96	
7440462	MACHINED SHAFT FOR GEARBOX	03/31/2026	04/03/2026	0.00	225.00	
7440686	TANK & FILTER HOUSING - #562	03/31/2026	04/03/2026	0.00	1,059.77	
7440687	HOSE - #550A	03/31/2026	04/03/2026	0.00	65.12	
7442718	PRESSURE WASHER HOSE - TRUCK BARN	03/31/2026	04/03/2026	0.00	502.95	
7443253	SWEEPER HOSE - #550	03/31/2026	04/03/2026	0.00	302.54	
7443763	HOSE - #567	03/31/2026	04/03/2026	0.00	483.27	
Vendor Number	Vendor Name					Total Vendor Amount
11359	DAKOTA INK & TONER					59.99
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		59.99
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
16516	PRINTER INK	03/31/2026	04/03/2026	0.00	59.99	
Vendor Number	Vendor Name					Total Vendor Amount
13282	DAKOTA OIL					941.30
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		941.30
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
181756	MAXSCH2205 MAXTRON GEAR OIL	03/31/2026	04/03/2026	0.00	311.10	
181770	MAXSCH2205 MAXTRON GEAR OIL	03/31/2026	04/03/2026	0.00	630.20	
Vendor Number	Vendor Name					Total Vendor Amount
11234	DAKOTA PUMP INC					2,887.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		2,887.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12932	CLOUD 9 MONITOR SYS-1/1-12/31/26-ALL LIFT STATIONS	03/31/2026	04/03/2026	0.00	2,887.50	
Vendor Number	Vendor Name					Total Vendor Amount
10633	DAKOTA SUPPLY GROUP					1,537.51
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		1,537.51
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S105470281.001	COUPLER, UNION, ADAPTER	03/31/2026	04/03/2026	0.00	119.72	
S105470281.002	ELBOW	03/31/2026	04/03/2026	0.00	23.54	
S105474085.001	CHECK VALVE, ELBOWS	03/31/2026	04/03/2026	0.00	181.72	
S105474085.002	ADAPTER	03/31/2026	04/03/2026	0.00	46.93	
S105481953.001	PANDUIT JACKS-2	04/01/2026	04/03/2026	0.00	14.54	
S105492384.001	BALDOR MOTOR FOR AIR COMPRESSOR	03/31/2026	04/03/2026	0.00	1,107.05	

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S105492417.001	1/4 HP 1725 RPM MOTOR	03/31/2026	04/03/2026	0.00	235.69
S105506624.001	1/4 HP 1725 RPM MOTOR	04/03/2026	05/03/2026	0.00	-235.69
S105510768.001	FUSE	03/31/2026	04/03/2026	0.00	44.01
Vendor Number	Vendor Name			Total Vendor Amount	
16156	DAKOTA TRANSMISSION			800.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	800.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
964130	SNOW HAULING SERVICE 3/15/2026	04/01/2026	04/03/2026	0.00	800.00
Vendor Number	Vendor Name			Total Vendor Amount	
11358	DEPENDABLE SANITATION			202.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	202.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
51199	GARBAGE SERVICE - MARCH 2026	03/31/2026	04/03/2026	0.00	202.00
Vendor Number	Vendor Name			Total Vendor Amount	
13140	DEPT OF AG & NATURAL RESOURCES			590.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	590.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3052026	FUTURE USE WATER PERMITS - #192-3	03/31/2026	04/03/2026	0.00	375.00
3052026A	FUTURE USE WATER PERMITS - #3427A-3	03/31/2026	04/03/2026	0.00	215.00
Vendor Number	Vendor Name			Total Vendor Amount	
10352	DIRECT AUTOMATION LLC			11,648.75	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	11,648.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DA-66856	AUTOMATION - ENGINEER REVIEW	03/31/2026	04/03/2026	0.00	8,703.75
DA-66896	MONTHLY BILLING - MARCH 2026	03/31/2026	04/03/2026	0.00	705.00
DA-66897	MONTHLY BILLING - MARCH 2026	03/31/2026	04/03/2026	0.00	2,240.00
Vendor Number	Vendor Name			Total Vendor Amount	
14584	DOMINO'S PIZZA			39.95	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	39.95		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3-27-2026	PIZZA FOR 3-27-26 BARRIER AWARENESS DAY	04/01/2026	04/03/2026	0.00	39.95
Vendor Number	Vendor Name			Total Vendor Amount	
12891	DOUBLE D BODY SHOP			1,367.72	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	1,367.72		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
13408	2021 FORD INTERCEPTOR: REPLACE FRONT BUMPER	04/01/2026	04/03/2026	0.00	1,367.72
Vendor Number	Vendor Name			Total Vendor Amount	
14210	DUBOIS CHEMICALS INC			22,293.72	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	22,293.72		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN-30545232	ADJUSTED CM	03/31/2026	04/03/2026	0.00	474.12
IN-30567574	49,040 LBS SODA ASH	03/31/2026	04/03/2026	0.00	10,788.80
IN-30568216	50,140 LBS SODA ASH	03/31/2026	04/03/2026	0.00	11,030.80

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Vendor Number	Vendor Name					Total Vendor Amount
12077	DUININCK, INC					4,429.25
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		4,429.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
568879	12.9 TONS OF COLD MIX	03/31/2026	04/03/2026	0.00	2,257.50	
569007	12.41 TONS OF COLD MIX	03/31/2026	04/03/2026	0.00	2,171.75	
Vendor Number	Vendor Name					Total Vendor Amount
10278	FARM POWER MFG INC					120.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		120.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
186211	ANGLE IRON	03/31/2026	04/03/2026	0.00	120.00	
Vendor Number	Vendor Name					Total Vendor Amount
11026	FASTENAL COMPANY					395.04
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		395.04
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SDABE230611	REAMER BITS	03/31/2026	04/03/2026	0.00	208.68	
SDABE230659	EYEWEAR	03/31/2026	04/03/2026	0.00	186.36	
Vendor Number	Vendor Name					Total Vendor Amount
12266	FEDERAL EXPRESS CORP					19.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		19.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9-218-38654	SHIPPING	04/01/2026	04/03/2026	0.00	19.50	
Vendor Number	Vendor Name					Total Vendor Amount
15959	FIRE SAFETY FIRST					3,139.26
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		3,139.26
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6228	FIRST AID CABINET RE-STOCK	04/01/2026	04/03/2026	0.00	735.50	
6229	FIRST AID CABINET RE-STOCK	04/01/2026	04/03/2026	0.00	401.00	
6230	FIRST AID CABINET RE-STOCK	04/01/2026	04/03/2026	0.00	1,339.26	
6268	ANNUAL MAINTENANCE & CERTIFICATION	03/31/2026	04/03/2026	0.00	663.50	
Vendor Number	Vendor Name					Total Vendor Amount
14469	G & R CONTROLS INC					2,110.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		2,110.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
M4970-03	MIGRATION PANEL REPLACEMENT	03/31/2026	04/03/2026	0.00	2,110.00	
Vendor Number	Vendor Name					Total Vendor Amount
13242	GALLS INC					140.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		140.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
034481074	DRESS CAP (307)	04/01/2026	04/03/2026	0.00	140.00	
Vendor Number	Vendor Name					Total Vendor Amount
14190	GEFFDOG DESIGNS					5,096.52
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		5,096.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
122466	3 BODY ARMOR, 3 MOLLE VESTS (407,408,409)	04/01/2026	04/03/2026	0.00	4,680.52	
123649	2 POLOS (408)	04/01/2026	04/03/2026	0.00	134.00	
123761	X) UNIFORMS	04/01/2026	04/03/2026	0.00	158.00	

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123859	CLOTHING - ANN STEELE	04/01/2026	04/03/2026	0.00	124.00
Vendor Number	Vendor Name				Total Vendor Amount
10324	GRAHAM TIRE CO				978.96
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	978.96		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
909377508	TIRES	03/31/2026	04/03/2026	0.00	978.96
Vendor Number	Vendor Name				Total Vendor Amount
14177	GRAINGER				1,526.73
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	1,526.73		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9804910983	A34 V-BELT	03/31/2026	04/03/2026	0.00	8.63
9806931128	49WK96 HP63 XL BLACK INK CARTRIDGE	03/31/2026	04/03/2026	0.00	149.08
9820451152	49WK95 HP63 XL TRI COLOR INK CARTRIDGE	03/31/2026	04/03/2026	0.00	83.74
9826755655	483J46 36MM WRENCH	03/31/2026	04/03/2026	0.00	346.59
9832686027	440133 1/4 HP ELECTRIC MOTOR	03/31/2026	04/03/2026	0.00	291.13
9838467257	6RW65X475 B 70 BELT	03/31/2026	04/03/2026	0.00	218.00
9848063906	FULL FACE RESPIRATOR	03/31/2026	04/03/2026	0.00	429.56
Vendor Number	Vendor Name				Total Vendor Amount
10634	GRAYMONT (WI) LLC				28,545.13
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	28,545.13		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
14-211691 RI	25.41 TONS CALCIUM QUICKLIME	03/31/2026	04/03/2026	0.00	5,912.97
14-211820 RI	26.25 TONS CALCIUM QUICKLIME	03/31/2026	04/03/2026	0.00	6,106.53
14-211928 RI	23.56 TONS CALCIUM QUICKLIME	03/31/2026	04/03/2026	0.00	5,533.10
14-212067 RI	23.31 TONS CALCIUM QUICKLIME	03/31/2026	04/03/2026	0.00	5,475.49
14-212168 RI	23.44 TONS CALCIUM QUICKLIME	03/31/2026	04/03/2026	0.00	5,517.04
Vendor Number	Vendor Name				Total Vendor Amount
15634	GUARDIAN FLEET SAFETY LLC				191.70
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	191.70		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
304605	REPLACEMENT SEAT BELT RETRACTOR	04/01/2026	04/03/2026	0.00	191.70
Vendor Number	Vendor Name				Total Vendor Amount
14479	GUARDIAN LIFE INS CO				1,329.60
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	1,329.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
APRIL 2026 LIFE	APRIL 2026 LIFE INS PREMIUMS	04/02/2026	04/03/2026	0.00	1,329.60
Vendor Number	Vendor Name				Total Vendor Amount
15280	HAAR PLUMBING & HEATING, INC				262.72
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	262.72		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
108657	X) ST 2 TOILET REPAIR	04/01/2026	04/03/2026	0.00	140.51
108705	X) ST 3 DISHWASHER PLUMBING	04/01/2026	04/03/2026	0.00	122.21
Vendor Number	Vendor Name				Total Vendor Amount
10336	HACH CO				8,854.35
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	8,854.35		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
14916564	PH CHLORINE SC450 INPUT	03/31/2026	04/03/2026	0.00	8,755.05

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14918954	HARDNESS BUFFER, POTASSIUM HYD	03/31/2026	04/03/2026	0.00	99.30		
Vendor Number	Vendor Name					Total Vendor Amount	
10203	HAWKINS INC						3,726.70
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	3,726.70
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
7360782	DEMURRAGE CHARGES	03/31/2026	04/03/2026	0.00	30.00		
7372390	2 CHLORINE CYLINDERS	03/31/2026	04/03/2026	0.00	3,696.70		
Vendor Number	Vendor Name					Total Vendor Amount	
15802	INDUSTRIAL ACCESSORIES COMPANY						1,527.90
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	1,527.90
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
115860	SODA ASH FILTERS	03/31/2026	04/03/2026	0.00	1,527.90		
Vendor Number	Vendor Name					Total Vendor Amount	
15411	INTERSTATE BATTERY ARLINGTON						642.80
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	642.80
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
40140208	31-MHD - #560	04/01/2026	04/03/2026	0.00	299.90		
40140209	F) COMMAND 1 BATTERY	04/01/2026	04/03/2026	0.00	174.95		
40140210	MPH 65 HP - #507	04/01/2026	04/03/2026	0.00	167.95		
Vendor Number	Vendor Name					Total Vendor Amount	
11946	JARMAN'S WATER SYSTEMS						590.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	590.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
38242	WATER SOFTENER SALT	03/31/2026	04/03/2026	0.00	470.00		
63177	3 MONTH RENT RO WATER SYSTEM	03/31/2026	04/03/2026	0.00	120.00		
Vendor Number	Vendor Name					Total Vendor Amount	
10313	JENSEN ROCK & SAND INC-MOBR						10,773.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	10,773.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
10336	TRUCK RENTAL - 3/15/2026	03/31/2026	04/03/2026	0.00	10,773.00		
Vendor Number	Vendor Name					Total Vendor Amount	
14332	JGE INC						10,369.04
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	10,369.04
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
01-10633	REPAIRS ON BOBCAT S630	03/31/2026	04/03/2026	0.00	10,174.23		
01-10829	HARNESS - #544E	04/01/2026	04/03/2026	0.00	194.81		
Vendor Number	Vendor Name					Total Vendor Amount	
13281	JK SALES & TOWING						2,565.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	2,565.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
3/15/2026	TOWING SVC - 3/15/2026 DAY	03/31/2026	04/03/2026	0.00	2,565.00		
Vendor Number	Vendor Name					Total Vendor Amount	
10227	JOHNSON FEED INC						23,050.52
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	23,050.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
160158	27.5 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,416.15		

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160159	26.4 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,319.50
161116	28.175 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,475.46
161121	26.025 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,286.56
161125	26.7 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,345.86
162110	26.925 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,365.63
162115	24.925 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,189.91
162116	25.675 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,255.81
162118	25.37 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,229.01
162119	24.66 TONS OF SALT	03/31/2026	04/03/2026	0.00	2,166.63

Vendor Number 12275	Vendor Name KEN'S SUPERFAIR FOODS				Total Vendor Amount 71.94
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		04/02/2026	71.94		
Payable Number 7010-0632	Description POP FOR POP MACHINE	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 71.94

Vendor Number 12923	Vendor Name KEVIN BOURDON				Total Vendor Amount 1,332.00
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		04/02/2026	1,332.00		
Payable Number 284998	Description SNOW HAULING SERVICE 3/16/2026	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 1,332.00

Vendor Number 14315	Vendor Name KNIGHT TOWING				Total Vendor Amount 10,200.00
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		04/02/2026	10,200.00		
Payable Number 3/15/2026	Description TOW SVC - 3/15/2026 DAY	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 9,045.00
3/16/2026	TOW SVC - 3/16/2026 NIGHT	04/01/2026	04/03/2026	0.00	1,155.00

Vendor Number 16140	Vendor Name LANDMARK STRUCTURES I LP				Total Vendor Amount 1,335,927.05
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		04/02/2026	1,335,927.05		
Payable Number PAY REQ #6	Description BID SCHEDULE B -WATER TOWER & TRANS LINE WT-2025	Payable Date 04/02/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 1,335,927.05

Vendor Number 10211	Vendor Name LANG'S TV & APPLIANCE				Total Vendor Amount 169.99
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		04/02/2026	169.99		
Payable Number 3106015	Description X) ST 3 W/D STACKING KIT, LABOR	Payable Date 04/01/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 169.99

Vendor Number 10478	Vendor Name LAWSON PRODUCTS INC				Total Vendor Amount 607.64
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		04/02/2026	607.64		
Payable Number 9313307207	Description TIES, BOLTS, PINS, ETC	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 607.64

Vendor Number 12020	Vendor Name LIEN TRANSPORTATION CO				Total Vendor Amount 16,887.00
Payment Type Check	Payment Number	Payment Date	Payment Amount		
		04/02/2026	16,887.00		
Payable Number 21166	Description DAY OPERATIONS - 3/15/2026	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00	Payable Amount 1,068.75
21167	NIGHT OPERATIONS - 3/15/2026	03/31/2026	04/03/2026	0.00	4,791.75
21168	NIGHT OPERATIONS - 3/16/2026	03/31/2026	04/03/2026	0.00	11,026.50

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Vendor Number	Vendor Name					Total Vendor Amount
10118	LIGHTHOUSE UNIFORM CO					12.15
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	12.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
A-332481	F) UNIFORM PANTS-SHIPPING	04/01/2026	04/03/2026	0.00	12.15	
14461	LINDE GAS & EQUIP INC					82.61
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	82.61	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
55649378	CYLINDER RENTAL	03/31/2026	04/03/2026	0.00	82.61	
10146	LINDE INC					4,836.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	4,836.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
55581319	13.00 TONS CARBON DIOXIDE	03/31/2026	04/03/2026	0.00	4,836.00	
13014	LUND INDUSTRIES					2,810.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	2,810.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
108339	2 GUN LOFTS & TIMERS	04/01/2026	04/03/2026	0.00	2,810.60	
10246	LYNN HANSON					1,440.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	1,440.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
138800	TRUCK RENTAL - 3/15/2026	03/31/2026	04/03/2026	0.00	1,440.00	
11260	MACQUEEN EMERGENCY GROUP					2,945.19
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	2,945.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
P00711	F) RES 2 SENSORS	04/01/2026	04/03/2026	0.00	183.25	
W01692	F) TRUCK 1 ELECTRICAL REPAIRS	04/02/2026	04/03/2026	0.00	2,761.94	
10501	MAC'S INC					131.55
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	131.55	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
305729/5	HOOKS, CHAIN, HITCH	03/31/2026	04/03/2026	0.00	54.95	
305759/5	BOLTS, NUTS, WASHERS, FASTENER	03/31/2026	04/03/2026	0.00	7.85	
305839/5	ANTI SIEZE, GREASE, WASHERS	03/31/2026	04/03/2026	0.00	28.60	
305891/5	END CAP	03/31/2026	04/03/2026	0.00	11.99	
305892/5	PIPE CUTTER	03/31/2026	04/03/2026	0.00	13.99	
305916/5	BOLTS - #564	03/31/2026	04/03/2026	0.00	14.17	
10095	MARCO TECHNOLOGIES LLC					510.43
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	510.43	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV15042232	COPIER MAINT / IR C301I	04/01/2026	04/03/2026	0.00	270.38	

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INV15048548	ENGINEERING COPIER SPLIT	03/31/2026	04/03/2026	0.00	240.05
Vendor Number	Vendor Name				Total Vendor Amount
12508	MENARDS INC				3,033.55
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	3,033.55		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
53705	ASSORTED FITTINGS	03/31/2026	04/03/2026	0.00	226.25
53741	KNOCK OUT SEAL, ASST FITTINGS	03/31/2026	04/03/2026	0.00	130.00
53938	ANT TRAPS	03/31/2026	04/03/2026	0.00	5.48
54225	BALL VALVES, BUSHINGS	03/31/2026	04/03/2026	0.00	7.44
54287	FLUSH VALVE KIT, TEFLON TAPE	03/31/2026	04/03/2026	0.00	180.14
54348	BUCKETS, SPRAYERS, NOZZLES	03/31/2026	04/03/2026	0.00	175.45
54364	TOTE REPLACEMENT	03/31/2026	04/03/2026	0.00	8.99
54401	LUMBER, SCREWS, CAP	03/31/2026	04/03/2026	0.00	89.13
54423	PRIMER PAINT, BULBS, ETC	03/31/2026	04/03/2026	0.00	131.97
54665	X) WALL PLATE	04/01/2026	04/03/2026	0.00	22.65
54701	DOOR STOP, PUSH PINS, ETC	03/31/2026	04/03/2026	0.00	138.45
54728	X) PELLETS	04/01/2026	04/03/2026	0.00	42.95
54738	MISC FOR FLATBED	03/31/2026	04/03/2026	0.00	42.56
54748	GARAGE SUPPLIES	04/01/2026	04/03/2026	0.00	25.11
54756	F) LUMBER, DOOR KNOB	04/01/2026	04/03/2026	0.00	696.87
54757	DOOR, WINDOW, STAIN, LACQUER	03/31/2026	04/03/2026	0.00	288.92
54818	X) ST 3 COUNTER TOPS	04/01/2026	04/03/2026	0.00	640.98
54973	BUCKETS FOR WASHING	03/31/2026	04/03/2026	0.00	7.96
54979	SHELVES	03/31/2026	04/03/2026	0.00	15.98
55020	STUDS, MUD, SWITCH, COVER, BLANK	03/31/2026	04/03/2026	0.00	39.78
55124	SHOP SUPPLIES	04/01/2026	04/03/2026	0.00	78.50
55144	A) LOCK BOX - LOANER	04/01/2026	04/03/2026	0.00	37.99
Vendor Number	Vendor Name				Total Vendor Amount
11215	METERING&TECHNOLOGY SOLUTIONS				112,283.10
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	112,283.10		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV10001	VARIOUS METERS	03/31/2026	04/03/2026	0.00	112,283.10
Vendor Number	Vendor Name				Total Vendor Amount
13960	MIDCONTINENT COMMUNICATIONS				916.76
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	916.76		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
16586670115308	LIBRARY INTERNET (6 MONTHS)	04/01/2026	04/03/2026	0.00	916.76
Vendor Number	Vendor Name				Total Vendor Amount
10650	MIDSTATES GROUP				6,943.91
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	6,943.91		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
N493394	X) DEPARTMENT PHOTOS	04/01/2026	04/03/2026	0.00	149.50
N496431	MY COMMISSION EXPIRES STAMPER (270)	04/01/2026	04/03/2026	0.00	40.80
N497438	TURBIDITY NOTICE	03/31/2026	04/03/2026	0.00	6,258.61
N497661	SECURITY ENVELOPES	04/01/2026	04/03/2026	0.00	335.00
N497748	X) ANNUAL REPORT - E-EDITION	04/01/2026	04/03/2026	0.00	112.00
N497916	RETIREMENT PLAQUE (342)	04/01/2026	04/03/2026	0.00	48.00
Vendor Number	Vendor Name				Total Vendor Amount
12001	MTI DISTRIBUTING				1,251.90
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	1,251.90		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1508622-00	DPF BRACKET	03/31/2026	04/03/2026	0.00	42.55

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1509957-00	PARTS FOR TORO MOWER #545D	03/31/2026	04/03/2026	0.00	1,070.43
1510510-00	SHAFT ROLLER & ROPS PIN	03/31/2026	04/03/2026	0.00	138.92
Vendor Number	Vendor Name			Total Vendor Amount	
14640	NAPA CENTRAL			160.74	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	160.74		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
739965	CAP & ROTOR - BLUE 6" WATER PUMP	04/01/2026	04/03/2026	0.00	56.48
740745	LIGHT SOCKET UNIT 21	04/01/2026	04/03/2026	0.00	19.09
740832	SPARK PLUGS	04/01/2026	04/03/2026	0.00	36.18
740834	SPARK PLUG WIRES	04/01/2026	04/03/2026	0.00	48.99
Vendor Number	Vendor Name			Total Vendor Amount	
12916	NCL OF WISCONSIN			816.85	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	816.85		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
533237	GLOVES, BUFFER SOLUTION, ACID	03/31/2026	04/03/2026	0.00	816.85
Vendor Number	Vendor Name			Total Vendor Amount	
15769	NEXTIVA INC			7,795.66	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	7,795.66		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
40006109721	NEXTIVA SERVICES	04/02/2026	04/03/2026	0.00	7,795.66
Vendor Number	Vendor Name			Total Vendor Amount	
16201	NFPI TRAINING			2,790.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	2,790.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
42026C03	CANBUS TRAINING	04/01/2026	04/03/2026	0.00	2,790.00
Vendor Number	Vendor Name			Total Vendor Amount	
13064	NIPPON SANSO MATHESON INC			115.06	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	115.06		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
32949109	OXYGEN	04/01/2026	04/03/2026	0.00	115.06
Vendor Number	Vendor Name			Total Vendor Amount	
11311	NORTHERN TRUCK EQUIP			562.76	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	562.76		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
SFI041779	POLY SPINNER DISC	03/31/2026	04/03/2026	0.00	562.76
Vendor Number	Vendor Name			Total Vendor Amount	
12326	O'REILLY AUTO PARTS			63.96	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	63.96		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3231-307160	DIESEL TREATMENT	03/31/2026	04/03/2026	0.00	63.96
Vendor Number	Vendor Name			Total Vendor Amount	
12180	OTIS ELEVATOR COMPANY			2,184.60	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		04/02/2026	2,184.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100402260335	SERVICE CONTRACT - 4/1/26-3/31/27	03/31/2026	04/03/2026	0.00	2,184.60

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Vendor Number	Vendor Name					Total Vendor Amount
10264	PERFORMANCE OIL & LUBRICANTS					7,214.15
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	7,214.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
112100	PROPANE FOR TANK - DIGESTER BOILER	03/31/2026	04/03/2026	0.00	122.15	
112168	425.80 GAL #2 ULS DYED PREM	03/31/2026	04/03/2026	0.00	1,527.77	
112302	468.60 GAL #2 ULS DYED PREM	03/31/2026	04/03/2026	0.00	1,857.06	
112307	620.40 GAL #2 ULS DYED PREM	03/31/2026	04/03/2026	0.00	2,390.40	
112471	339.20 GAL #2 ULS DYED PREM	03/31/2026	04/03/2026	0.00	1,316.77	
Vendor Number	Vendor Name					Total Vendor Amount
11730	PIERSON FORD-LINCOLN-MERCURY					139.38
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	139.38	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
76200	MIRROR	03/31/2026	04/03/2026	0.00	139.38	
Vendor Number	Vendor Name					Total Vendor Amount
13112	POMP'S TIRE SERVICE					233.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	233.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1540065107	TIRE DISMOUNT - #550A	03/31/2026	04/03/2026	0.00	63.00	
1540065200	TIRES FOR MOWER	03/31/2026	04/03/2026	0.00	170.20	
Vendor Number	Vendor Name					Total Vendor Amount
10121	RDO EQUIPMENT CO					1,111.77
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	1,111.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
P9721851	PIN, SPRING, PADS FOR BACKHOE	03/31/2026	04/03/2026	0.00	426.49	
P9782151	TERMINALS - #564	03/31/2026	04/03/2026	0.00	13.58	
P9789351	NUTS	03/31/2026	04/03/2026	0.00	534.00	
P9794851	ELECTRICAL CONNECTORS - #560	03/31/2026	04/03/2026	0.00	45.10	
P9874451	VALVE - #535D	03/31/2026	04/03/2026	0.00	92.60	
Vendor Number	Vendor Name					Total Vendor Amount
15684	RMB ENVIRONMENTAL LABORATORIES					1,020.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	1,020.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
E001080	WET TESTING - 3/16-3/30/26	03/31/2026	04/03/2026	0.00	1,020.00	
Vendor Number	Vendor Name					Total Vendor Amount
15404	RUNNINGS SUPPLY INC #14					2,144.56
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				04/02/2026	2,144.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
8281269	BALL VALVE, CABLE TIES	03/31/2026	04/03/2026	0.00	211.45	
8287958	BALL VALVE, HOSE CLAMPS	03/31/2026	04/03/2026	0.00	49.89	
8289764	TAPE MEASURE, EYEBOLTS, CHAIN	03/31/2026	04/03/2026	0.00	278.41	
8292071	FROGG TOGGS, BULK HARDWARE	03/31/2026	04/03/2026	0.00	213.47	
8292756	WADERS, BOOTS	03/31/2026	04/03/2026	0.00	739.95	
8294435	SAFETY SHOES RYAN KOLB	04/02/2026	04/03/2026	0.00	153.00	
8296574	GARAGE SUPPLIES	04/02/2026	04/03/2026	0.00	54.96	
8297443	RAIN COAT, RAIN BOTTOMS, LED LIGHTS	04/01/2026	04/03/2026	0.00	433.94	
8300238	X) ST 3 PLYMOVENT	04/01/2026	04/03/2026	0.00	9.49	

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Vendor Number	Vendor Name					Total Vendor Amount
10694	SAFETY SERVICE INC					6,427.41
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		6,427.41
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
78880	F) TRUCK 1 FRONT LEAF SPRING REPLACEMENT	04/01/2026	04/03/2026	0.00		6,373.56
79012	SWITCHES & FITTINGS	03/31/2026	04/03/2026	0.00		53.85
Vendor Number	Vendor Name					Total Vendor Amount
10544	SANFORD HEALTH OCCUPATIONAL					1,508.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		1,508.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
892570	NEW HIRE AND RANDOM	04/02/2026	04/03/2026	0.00		1,285.00
893836	RANDOM DRUG AND ALCOHOL	04/02/2026	04/03/2026	0.00		223.00
Vendor Number	Vendor Name					Total Vendor Amount
14178	SANITATION PRODUCTS INC					4,429.31
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		4,429.31
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
96016	PIN KEEPER - #550A	04/01/2026	04/03/2026	0.00		31.23
96023	LIFT ARM - #550A	04/01/2026	04/03/2026	0.00		995.26
96204	CALIPER - #550A	04/01/2026	04/03/2026	0.00		1,475.87
96255	SEAL - #550A	04/01/2026	04/03/2026	0.00		46.38
96279	HYD FILTERS - #550	04/01/2026	04/03/2026	0.00		720.89
96282	TANK SEAL PLATE - #550	04/01/2026	04/03/2026	0.00		109.75
96392	HOSE	04/01/2026	04/03/2026	0.00		2,362.08
CN-01566	CREDIT	04/03/2026	05/03/2026	0.00		-1,312.15
Vendor Number	Vendor Name					Total Vendor Amount
14660	SANSIO INC					1,324.31
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		1,324.31
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
INV0000012285	A) HEALTH EMS	04/01/2026	04/03/2026	0.00		1,324.31
Vendor Number	Vendor Name					Total Vendor Amount
11578	SD DEPARTMENT HEALTH LAB					644.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		644.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
10625734	MISC LAB FEES 2/19/26-3/12/26	03/31/2026	04/03/2026	0.00		644.00
Vendor Number	Vendor Name					Total Vendor Amount
10968	SD DEPT OF AG & NAT RES					100.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
SDR10P5HD	STORMWATER CONSTRUCTION	03/31/2026	04/03/2026	0.00		100.00
Vendor Number	Vendor Name					Total Vendor Amount
10785	SD RETIREMENT SYSTEM					900.85
Payment Type	Payment Number			Payment Date		Payment Amount
Check				04/02/2026		93.49
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
MARCH 2026-MB	MISSED MARCH CONTRIBUTION-MARVIN BLACK	04/02/2026	04/03/2026	0.00		93.49
Check				04/02/2026		807.36
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
MARCH 2026-RB	ADD'L CONTRIBUTION-2025-BOBZIEN	04/02/2026	04/03/2026	0.00		807.36

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Vendor Number	Vendor Name	Total Vendor Amount
12334	SD SECRETARY OF STATE	30.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	30.00
Payable Number	Description	Payable Date	Due Date
288	NOTARY RENEWAL FEE (288)	04/01/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	30.00

Vendor Number	Vendor Name	Total Vendor Amount
11405	SD SUPPLEMENTAL RETIREMENT	135.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	135.00
Payable Number	Description	Payable Date	Due Date
04012026	SPECIAL PAY PLAN FEE - R HOON	04/01/2026	04/03/2026
04012026A	SPECIAL PAY PLAN FEE - S NELSON	04/01/2026	04/03/2026
04012026B	SPECIAL PAY PLAN FEE - R PAGEL	04/01/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	45.00
		0.00	45.00
		0.00	45.00

Vendor Number	Vendor Name	Total Vendor Amount
10535	SEWER DUCK INC	250.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	250.00
Payable Number	Description	Payable Date	Due Date
73080	SNAKE OUT SODA ASH SOLUTION LINE	03/31/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	250.00

Vendor Number	Vendor Name	Total Vendor Amount
10732	SHARE CORP	3,192.31

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	3,192.31
Payable Number	Description	Payable Date	Due Date
333143	HAND SOAP, CITRA SOLVE, PRIMO, GEM	03/31/2026	04/03/2026
333761	5 GALLON NATRASOLVE	03/31/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	1,070.61
		0.00	2,121.70

Vendor Number	Vendor Name	Total Vendor Amount
11615	TITAN ACCESS PRODUCTIVITY	2,767.09

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	2,767.09
Payable Number	Description	Payable Date	Due Date
PS1114955-1	LINES - #538	03/31/2026	04/03/2026
PS1120944-1	OIL FILTER - #537B	03/31/2026	04/03/2026
SO0324945-1	BRAKE ACCUMULATOR REPAIR-#532	03/31/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	180.36
		0.00	29.02
		0.00	2,557.71

Vendor Number	Vendor Name	Total Vendor Amount
16020	T-MOBILE USA INC	2,278.20

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	2,278.20
Payable Number	Description	Payable Date	Due Date
201726753-3/2026	DEPT CELL PHONE MONTHLY CHARGES - MARCH 2026	04/01/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	2,278.20

Vendor Number	Vendor Name	Total Vendor Amount
11066	TOTALLY TUBULAR MFG	124.59

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	124.59
Payable Number	Description	Payable Date	Due Date
42912	3 X 1/4 FLAT, 1 1/2 X 1/4 FLAT, PLATE	03/31/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	124.59

Vendor Number	Vendor Name	Total Vendor Amount
16029	TOWN & COUNTRY LUMBER	797.25

Payment Type	Payment Number	Payment Date	Payment Amount
Check		04/02/2026	797.25
Payable Number	Description	Payable Date	Due Date
2603-041154	LUMBER	04/01/2026	04/03/2026
2603-041504	SILL SEAL AND BOARDS	04/01/2026	04/03/2026
		Discount Amount	Payable Amount
		0.00	266.34
		0.00	228.15

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2603-041573	SILL SEAL, BOARDS, SCREWS	04/01/2026	04/03/2026	0.00	302.76		
Vendor Number	Vendor Name					Total Vendor Amount	
15334	TRANSOURCE TRUCK & EQUIPMENT						54.72
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	54.72
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
43P39032	AIR FITTINGS	04/01/2026	04/03/2026	0.00	54.72		
Vendor Number	Vendor Name					Total Vendor Amount	
15447	TRIPLEC PROS WINDOW CLEANING						2,500.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	2,500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2927	WINDOW CLEANING - INTERIOR/EXTERIOR	03/31/2026	04/03/2026	0.00	2,500.00		
Vendor Number	Vendor Name					Total Vendor Amount	
13974	VESTIS GROUP INC						762.72
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	762.72
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2520741891	RUG RENTAL	03/31/2026	04/06/2026	0.00	67.05		
2520746178	STREET RAGS	03/31/2026	04/03/2026	0.00	126.95		
2520746179	PIPE RAGS	03/31/2026	04/03/2026	0.00	45.68		
2520746180	METER RAGS	03/31/2026	04/03/2026	0.00	161.18		
2520746181	TRAFFIC RAGS	03/31/2026	04/03/2026	0.00	70.34		
2520747230	MOPS & RAGS	03/31/2026	04/03/2026	0.00	143.49		
2520748482	RUG RENTAL	03/31/2026	04/03/2026	0.00	80.73		
2520750743	MOPS & RAGS	03/31/2026	04/03/2026	0.00	67.30		
Vendor Number	Vendor Name					Total Vendor Amount	
13537	VOLLAN OIL CO						27,607.51
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	27,607.51
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
99282	FUEL	04/02/2026	04/03/2026	0.00	27,607.51		
Vendor Number	Vendor Name					Total Vendor Amount	
16151	VOLZKE SALES LLC						2,640.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	2,640.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
LDV031626-03	TRUCK RENTAL - 3/15/2026	04/01/2026	04/03/2026	0.00	2,640.00		
Vendor Number	Vendor Name					Total Vendor Amount	
10222	VOSIKA FENCING						120.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	120.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
006482	SERVICE CALL - GATE OPERATION	03/31/2026	04/03/2026	0.00	120.00		
Vendor Number	Vendor Name					Total Vendor Amount	
10609	WAGEWORKS INC						352.50
Payment Type	Payment Number					Payment Date	Payment Amount
Check						04/02/2026	352.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV8856306	MARCH 2026 ADMIN FEES	04/02/2026	04/03/2026	0.00	352.50		

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Vendor Number 15984	Vendor Name WEB WATER DEVELOPMENT ASSN					Total Vendor Amount 2,346.00
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 2,346.00
Payable Number 1447883	Description CONSULTING FEE	Payable Date 04/02/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 2,346.00

Vendor Number 12040	Vendor Name XYLEM WATER SOLUTIONS USA INC					Total Vendor Amount 2,854.09
Payment Type Check	Payment Number			Payment Date 04/02/2026		Payment Amount 2,854.09
Payable Number 3556E11900	Description 63-400006 BEARING, CENTER AGITATOR	Payable Date 03/31/2026	Due Date 04/03/2026	Discount Amount 0.00		Payable Amount 2,854.09

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Check	321	121	0.00	2,159,198.37
Packet Totals:		321	121	0.00	2,159,198.37

Cash Fund Summary

Fund	Name	Amount
999	POOL CASH	-2,159,198.37
Packet Totals:		-2,159,198.37