City Council Meeting Springfield, South Dakota May 5, 2025

The regular meeting of the City Council was held on April 7, 2025, at 6:30 pm at the CSC. The regular meeting of the City Council was held on May 5, 2025, at 6:32 pm at the CSC. The meeting was called to order by Mayor Kostal. The Pledge of Allegiance was spoken. Roll Call: Burch, Cvrk, Ludens, Mueller and Mayor Kostal were present. Also present, Finance Officer Larson, Asst. F.O. Rothschadl, Springfield Times Reporter Bochman, Librarian Kelly Namminga, Larry Dietsch, Lorri Dietsch, Carol Hagen, and Bayden Schneider from DGR Engineering.

Reorganization: The Oath of Office was administered to Larry Dietsch, Ward III by Mayor Kostal. Ludens nominated Katelyn Burch for council president. Ludens moved, Dietsch second to cease nominations. All voted in agreement, motion carried. Ludens moved, Dietsch second to approve Burch as council president. All voted in agreement, motion carried. Ludens nominated Steve Mueller as council vice-president. Ludens moved, Burch second to cease nominations. All voted in agreement, motion carried. Ludens moved, Burch second to approve Mueller as council vice-president. All voted in agreement, motion carried. Mueller moved, Burch second to approve city and personnel appointments for the municipal year 2025-2026 as amended. All voted in agreement, motion carried. Ludens moved, Mueller second to approve the municipal year 2025-2026 calendar. All voted in agreement, motion carried. Burch moved, Mueller second to approve Springfield Times as the official newspaper of the City of Springfield. All voted in agreement, motion carried. Mueller moved, Ludens second to approve First Savings Bank for all city financial accounts and services, First National Bank for investments, and SD Public Funds Investment Trust for investments. All voted in favor, motion carried.

Monthly Items: Agenda Approval: Ludens moved, Burch second to approve the agenda as written. All voted in favor, motion carried. Minutes Approval: Mueller moved, Dietsch second to approve the minutes of April 7, 2025, regular meeting and April 12, 2025, special meeting. All voted in favor, motion carried. Claims Approval. Ludens moved, Dietsch second to approve the claims. All voted in favor, motion carried. A-OX Welding Supply, supplies, 77.46; Appeara, rugs & supplies, 249.42; AT&T, utilities, 216.04; B&H Publishing, publishing, 468.52; Barnes & Noble, books, 88.40; B-Y Electric, utilities, 119.00; Bender Sewer & Drain, 401 Ash underground tank, 5830.00; Bomgaar's, pressure washer & supplies, 866.45; Bound Tree Medical, ambulance consumables, 817.87; Katelyn Burch, softball LMVC dues, 200.00; CFC, patch mix & fuel, 9299.45; City of Sioux Falls, water testing, 87.00; Corporate Trust TFM, C461071-01 payment, 23917.26; Colonial Research, lagoon bugs, 3764.20; Rhonda Smith- Cosgriff Designs, 2025 contract, 676.00; DGR Engineering, airport CIP. 29893.89; Den Herder, Hovden, & Barrett, attorney services, 100.00; Debra Dobler, water deposit refund, 200.00; Doug's Food Center, supplies, 42.08; Duininck, airport CIP PA#3, 340,305.45; Dust-Tex, supplies, 52.15; Feimer Construction Inc, WTP PA#25, 21541.79; First Savings Bank, supplies, 49.59; Goldenwest, utilities, 882.69; Gr-Evo, radio & in-car camera install, 950.00; Hawkins Inc, chemicals, 70.00; Valerie Herman, election, 275.00; Elizabeth Hofer, election, 200.00; JCL Solutions, supplies, 312.57; Donna Kaul, election, 200.00; Kaul's, parts & repair, 917.77; Sam Knoll, LMVC dues, 150.00; Camille Kotalik, RSDG, 120.00; Luke Repair, battery,

181.95; Mid-American Research Chemical, pool supplies, 393.64; Jessica Myers, RSDG RR#4, 120.00; Northwestern, utilities, 4818.99; One Source One Solution, copy contract, 169.67; PCC, January billing, 571,01; Public Health Lab, water testing, 621.00; Kayla Rothschadl, election supplies, 15.30; DOR, sales tax, 30.69; SDML, HR/FO school, 250.00; Springfield Pub, meeting meals, 484.82 Assistance, SPN, WTP engineering, 2457.10; Carole Storgaard, election, 75.00; Stryker Sales, ambulance cable, 208.80; Linda Tjeerdsma, election, 75.00; TwoTrees Technologies, monthly services, 807.85; Tyndall Ace, supplies, 315.04; Walsh Polygraph, background check, 160.00; Water & Environmental, water testing, 88.00; Sue Weber, election, 75.00; Williams Sanitation, utilities, 561.32. Payroll Deductions: SD Retirement System 2842.00; Principal Life Insurance 35.83; Avera Health Plans 5024.58; Supplemental Retirement 180.00; Messerli & Kramer P.A. 807.00; Companion Life 186.00; Companion Life 60.00; First Savings Bank 16140.85. Payroll by Department: GENERAL- Mayor/Council 1258.39; Finance Office 4358.99; Streets 5551.29; Airport 955.87; Ambulance 2075.29; Library 664.92; WATER 4478.37; SEWER 5701.42. Finance Officer's Report: Mueller moved, Burch second to approve the Finance Officer's Report All voted in favor, motion carried. Donations: Burch moved, Mueller second to approve Stephanie Miller Davis Grant donation of \$1500.00 for the library. All voted in favor, motion carried,

Public comment: Carol Hagen voiced concerns about stormwater drainage affecting her property.

Mayor and Department Report: 2024 Annual Drinking Water Report is available. Spraying & mowing at the lagoon. Inspection/cleaning of old water plant. Streets – Started mowing for the season. Repairing/filling potholes on city streets. 15+ loads in town for city wide cleanup day with 5 loads to county landfill. Airport—Lindeman field closed as of April 4, 2025, until further notice for pavement reconstruction. Fire Department – Mother's Day pancake breakfast May 11. Ambulance – Continuing to make runs for the year. Police – Motorola project meeting May 7. Library – Board positions renewed. Library Institute in June. Parks, Pool and Rec – SSYA Facebook link posted on city website. Ball practices have started with games starting May 6 (baseball) and 12 (softball). New ballpark lights coming soon. 10 lifeguards hired for the summer with tentative pool opening May 25. Finance Office – Set up council emails through Goldenwest. ACH & responsibility forms available. <a href="Working with Schoenfish on Annual Report and have received unofficial 2023 audit findings. Stamp price to increase July 1. Mayor – Attended the District 3 annual spring meeting beginning of April. Project Prison Reset April 29 at CSC. <a href="Looking to annex city storage yard into city limits and rezone Luker property from mobile/modular to residential. Other partners/agencies - GF&P service contract update.

Capital Improvement Projects: Water Treatment Plant Update -WTP Feimer Pay App #26 – \$47,288.15: Mueller moved, Burch second to approve WTP Feimer Pay App #26-\$47,288.15. All voted in favor, motion carried. WTP Change Order #15-\$3,500.00: Burch moved, Ludens second to approve WTP Change Order #15 for \$3,500.00, All voted in favor, motion carried. WTP Change Order #16-\$3,557.14: Mueller moved, Burch second to approve WTP Change Order #16 for \$3,557.14, All voted in favor, motion carried. WTP Change Order #17-\$55,666.61: Burch moved, Dietsch second to approve WTP Change Order #17 for \$55,666.61, All voted in favor, motion carried. WTP Change Order #18-\$25,125.00: Mueller moved, Burch second to approve WTP Change Order #18 for \$25,125.00. All voted in favor, motion carried. Airport - Bayden Schneider, DGR, provided runway project update including funding to complete the full apron. Project is currently on schedule. Airport

Duininck Pay App #3- \$340,305.46: Mueller moved, Ludens second to approve Airport Duininck Pay App #3 for \$340,305.46. All voted in favor, motion carried.

Old Business: Mowing Charges – Mayor Kostal reminded to maintain and mow properties.

New Business: Corrections Week - Mayor Kostal read 2025 proclamation recognizing May 4-10, 2025, as Corrections Week. EMS Week - Mayor Kostal read 2025 proclamation recognizing May 18-24, 2025, as EMS Week. Economic Development Parcel Approval - Burch moved, Ludens second to approve Resolution 2025-03 approving Lot 3 of Peterson Addition Parcel Plat. All voted in favor, motion carried. Hazard Mitigation Grant Authorization - Burch moved, Ludens second to authorize moving forward with the Hazard Mitigation Grant. All voted in favor, motion carried.

RESOLUTION 2025-03

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD APPROVING LOT 3 OF THE GLENN (PETE) PETERSON ADDITION. WHEREAS it appears that the owner thereof has caused a plat to be made of the following real property: Lot 3 of the Glenn (Pete) Petersen Addition, City of Springfield, Bon Homme County, South Dakota; WHEREAS the owner has submitted such plat to the City Commission of the City of Springfield, South Dakota; for approval; NOW, THEREFORE, BE IT RESOLVED that such plat has been executed according to the law and same is hereby approved and the City Finance Officer is hereby authorized and directed to endorse on such plat a copy of this resolution and certify the same. Adopted at Springfield, South Dakota, this 5th day of May 2025.

Other Business: Ludens stated public concern regarding the chain link fence at Terrace Park. Mueller questioned updated parking stripes on 8th Street.

Executive Session: Mueller moved, Burch seconded to enter Executive Session pursuant to SDCL 1-25-2 (1) Personnel, (3) Legal and (4) Contracts or Litigation. All voted in favor, entered executive session at 7:57pm, exiting at 8:44 pm. No action taken.

Adjournment: Mueller moved, Ludens second to adjourn. All voted in favor, motion carried. Meeting adjourned at 8:46 pm.

Scott L. Kostal Mayor

Amanda Larson Finance Officer

Unofficial minutes published one time at an approximate cost of _____

City Offices and Departments will be closed Monday, May 26, 2025, for Memorial Day. Next regular meeting will be Monday, June 2, 2025, at 6:30 pm at the CSC.

CITY COUNCIL MEETING 06/02/2025 JUNE BIIIs

| | Bills Presented By: | Bills Presented For: | Amount | Check # |
|------|--------------------------------|--------------------------------|------------|---------|
| 1. | A-OX WELDING SUPPLY CO, INC | SUPPLIES | 36.88 | 53726 |
| 2. | APPEARA | RUGS & SUPPLIES | 73.20 | 53727 |
| 3. | AQUA-PURE INC | CHEMICAL | 2,045.00 | 53728 |
| 4. | AT&T MOBILITY | UTILITIES | 216.04 | 53729 |
| | B & H PUBLISHING | PUBLISHING | 245.59 | 53730 |
| 6. | BARNES & NOBLE INC | BOOKS | 42.00 | 53731 |
| 7. | B-Y ELECTRIC | UTILITIES | 93.00 | 53732 |
| 8, | DANE BOECKMAN | 8U BASEBALL COACH | 490.00 | 53733 |
| 9. | BOMGAARS | SUPPLIES | 3.00 | 53734 |
| 10. | BOUND TREE MEDICAL LLC | SUPPLIES | 50.99 | 53735 |
| 11 . | KATELYN BURCH | 8U & 12U SOFTBALL COACH | 800.00 | 53736 |
| | CENTRAL FARMERS COOP | SUPPLIES | 267.95 | 53737 |
| | CHASE PEST SERVICE | SPRAY SERVICES | 40.00 | 53738 |
| 14. | CITY OF SIOUX FALLS | WATER TESTING | 52.74 | 53739 |
| 15. | CITY OF SPRINGFIELD | POSTAGE | 151.10 | 53740 |
| | CORE & MAIN | SUPPLIES | 1,828.90 | 53741 |
| | DANR -FISCAL OFFICE | DRINKING/SURFACE WATER PERMITS | 940.00 | 53742 |
| | NIKI DEFRIES | RSDG RR#5 | 270.00 | 53743 |
| | SHANNON DEFRIES | 2025 FD MAINTENANCE | 1,200.00 | 53744 |
| | DGR ENGINEERING | AIRPORT CIP ENGINEERING | 59,115.98 | 53745 |
| | DEN HERDER, HOVDEN & BARRETT | MONTHLY SERVICES | 640.00 | 53746 |
| | DUININGK INC | AIRPORT PA#4 | 499,370.59 | 53747 |
| | DUST-TEX SERVICE INC | JANITORIAL | 52.15 | 53748 |
| | FEIMER CONSTRUCTION INC | WTP PA#26 | 51,614.69 | 53749 |
| 25 . | FIRST SAVING BANK | SUPPLIES | 1,686.62 | 53750 |
| | GOLDENWEST COMPANIES | UTILITIES | 873.32 | 53751 |
| | HANSEN LOCKSMITHING INC | KEYS | 77.00 | 53752 |
| | HAWKINS INC | CHEMICAL | 1,808.66 | 53753 |
| | I&S GROUP | CAPITAL IMPROVEMENT PLAN | 2,730.90 | 53754 |
| | LES JELSMA | WIII REIMBURSEMENT | 291,24 | 53755 |
| | L.L.JIRSA ARCHITECT | WTP ADA COMPLIANCE SURVEY | 500.00 | 53756 |
| | SAM KNOLL | 10U BASEBALL COACH | 400.00 | 53757 |
| | AMANDA LARSON | TABLECLOTHS | 200.41 | 53758 |
| | LEAF | COPY CONTRACT | 128.79 | 53759 |
| | LUKE REPAIR | FUEL | 1,031.06 | 53760 |
| | MENARDS - YANKTON | FLAG POLE | 24.99 | 53761 |
| | WILLIAM MINDER | RSDG RR#5 | 90,00 | 53762 |
| | JESSICA MYERS | RSDG RR#5 | 540.00 | 53763 |
| | NORTHWESTERN | UTILITIES | 4,967.61 | 53764 |
| 40 . | PHYSICIANS CLAIMS COMPANY | FEBUARY BILLING | 134.06 | 53765 |
| 41. | THE PILCROW FOUNDATION | 2025 PILCROW MATCH | 400.00 | 53766 |
| | JOE PRUSS | MEAL REIMBURSEMENT | 14.00 | 53767 |
| 43 . | SCHOENFISH & CO INC | 2024 YE ASSISTANCE | 18,300.00 | 53768 |
| | SOUTH DAKOTA ONE CALL | 811 LOCATES | 16.85 | 53769 |
| | SDARWS INC | 2026 ANNUAL DUES | 665.00 | 53770 |
| | SD GOV FINANCE OFFICERS' ASSOC | FO REGISTRATION | 150.00 | 53771 |
| | SD HUMAN RESOURCE ASSOCIATION | HR REGISTRATION | 100.00 | 53772 |
| | SD MUNICIPAL LEAGUE | TRAINING REGISTRATIONS | 180.00 | 53773 |
| | SPN | WTP ENGINEERING | 8,442.90 | 53774 |
| | TEAMLAB INNOVATIVE SOLUTIONS | CRACK FILLER | 493.50 | 53775 |
| | | SubTota | 663,886.71 | |

| | | | ****** |
|----------------------------|------------------------------|------------|--------|
| 51 KIMBERLY TOLSMA | POOL REIMBURSEMENT | 489.50 | 53776 |
| 52 TWOTRES TECHNOLOGIES | MONTHLY SERVICES | 746.75 | 53777 |
| 53 TYNDALL ACE HARDWARE | SUPPLIES | 263.85 | 53778 |
| 54 . CATI UECKER | LIFEGUARD CERT REIMBURSEMENT | 212.40 | 53779 |
| 55 . WATER & ENVIRONMENTAL | TESTING | 88.00 | 53780 |
| 56 . WILLIAMS SANITATION | UTILITIES | 256.00 | 53781 |
| 57 . MARCLEEN WYNIA | WATER DEPOSIT REFUND | 75.00 | 53782 |
| | TOTAL | 666.018.21 | |



RECONCILIATION OF CASH ASSETS May 2025

| | | | | | | (| 8.9 | 1 | | į | | |
|------------|--|--|--------------------|------------------|--------------|--------------------------|-----------------|------------------------|---------------|--------------------------|--------------|--------------|
| | | REPORTED BALANCE | Balance Balance | ס | Receipts | Current Disbursements | ent ments | I ransfers In & Out | | changes in A/R | | TOTAL |
| 101 | 101.00 | General Fund | 188,314.55 | 4.55 \$ | 535,026.63 | \$ 412 | 412,098.81 \$ | 1,908.51 | \$ 1 | (121.97) | 8 | 313,028.91 |
| 101 | 101.01 | GF Ambulance Cash \$ | 77,593.27 | - | 8,086.22 | | 2,793.92 \$ | (29.86) | \$ (9) | - | € | 82,855.71 |
| 101 | 104.00 | GF FIT | 56,345.69 | 250 | | \$ | 69 | • | 69 | | \$ | 56,345.69 |
| 101 | 105.00 | GF Savings Certificates | 11,500.00 | \vdash | - | €9 | ۱ | 1 | 69 | ' | s | 11,500.00 |
| 101 | 105.01 | GF Savings Certificates - Ambulance | 30,000.00 | \$ 00.0 | - | \$ | - | - | \$ | 3] | \$ | 30,000.00 |
| 101 | 107.40 | _ | 20,000.00 | 0.00 | 1 | 8 | ۱ | 31 | 8 | - | 8 | 20,000.00 |
| 272 | 101.00 | RLF Fund | 119,228.54 | \$2500 \$2500 | 1,176.95 | \$ | - | - | \$ | | \$ | 120,405.49 |
| 272 | 104.00 | RLF Fund - FIT | 11,269.63 | 9.63 \$ | 36.85 | 8 | - | - | \$ | 1 | ₩ | 11,306.48 |
| 275 | 105.00 | RLF Savings Certificate | 101,000.00 | E70.1 | - | \$ | - | • | \$ |) - F | \$ | 101,000.00 |
| 601 | | Liquor Cash | 70,368.61 | 8.61 | 621.81 | 8 | - | | 69 | - | S | 70,990.42 |
| 602 | 101.00 | Water Fund | 648,661.64 | 1.64 \$ | 108,676.96 | \$ 42 | 42,470.86 \$ | (13,655.00) | \$ (0) | (2,404.84) | \$ | 698,807.90 |
| 602 | 102.00 | Water Cash Change | 5 | \$ 00.03 | , | 8 | ٠ | 1 | ↔ | - | S | 20.00 |
| 602 | 105.00 | Water Savings Certificates | 1,046,000.00 | (0.25) (0.00) | - | \$ | 9 - | - | \$ | 3 | \$ 1, | 1,046,000.00 |
| 602 | 105.10 | Water Depreciation Savings Certificates \$ | 549,000.00 | - | 1 | s | ٠ | 1 | ↔ | - | \$ | 549,000.00 |
| 602 | 2 107.10 | Water Surcharge Restricted | 335,259.63 | 9.63 \$ | , 22,434.03 | \$ | - | - | \$ | | \$ | 357,693.66 |
| 602 | 2 107.20 | _ | 19,872.00 | 2.00 | , | 89 | - | 1,242.00 | \$ 00 | - | S | 21,114.00 |
| 602 | 2 107.40 | | 4,840.00 | 00.0 | - | 8 | ٠ | 1 | 8 | | \$ | 4,840.00 |
| 602 | 107.50 | WTP C/O Membrane Restricted | 10,000.00 | 0.00 | 1 | မှာ | ١ | 1 | 69 | 1 | ⇔ | 10,000.00 |
| 602 | 107.90 | Water Bid Restricted | 40 | 400.00 | - | s | ٠ | ľ | 8 | - | s | 400.00 |
| 604 | - | Sewer Fund | 153,778.89 | | 19.913.11 | | 37.569.20 \$ | 1 | 69 | 201.48 | 69 | 136,324.28 |
| 604 | 95103 | Sewer Depreciation Restricted | 6,422.03 | | | | 100,000 | 1 | 69 | - | 89 | 6,422.03 |
| 604 | _ | Sewer Surcharge Restricted | 465,090.41 | - | 9,380.08 | 69 | - | j | 69 | 1 | 8 | 474,470.49 |
| | | TOTAL RECORDED CASH ASSETS:: \$ | 3,924,994.89 | 4.89 \$ | 705,352.64 | \$ 494 | 494,932.79 \$ | (10,534.35) | \$ (5) | (2,325.33) | \$ 4, | 4,122,555.06 |
| | ONCHE | DECONCII ED CASH ON HAND AND IN BANK | Ambulance | , e | Money Market | General Fund | Fund | EIT & CD's | | Other | | TOTAI |
| צו | CONCILE | | CHECKIN | | | 5 | | - | | | 1 | 20.75 |
| | | Bank Balance:: May 28, 2025 | 110,895.71 | 5.71 \$ | 1,589,777.74 | \$ 231 | 231,242.58 \$ | 2,205,336.46 | \$ | 20.00 | & 4 | 4,137,302.49 |
| | | Add:: | | | | | | | | | | |
| | | Deposits in Transit (D) | | 69 | 1 | ↔ | ⇔ 1 | 1 | ↔ | 1 | es es | I management |
| | | Outstanding Transactions (O) | | ı | 744.36 | | 14,003.07 \$ | 1 | 8 | 1 | 69 | 14,747.43 |
| | | Reconciled Bank Balance:: \$ | 110,895. | 5.71 \$ | 1,589,033.38 | \$ 217 | 217,239.51 \$ | 2,205,336 | 46 \$ | 20.00 | \$ | 4,122,555.06 |
| OTP | HER RECO | OTHER RECONCILING ITEMS | | | | | | | | | | |
| | | Ambulance Checking | | | | | | | | | | 110,895.71 |
| | | MMSA Balance | | | | | | | | | | 1,589,033.38 |
| | | Checking Balance | | | | | | | | | 8 | 217,239.51 |
| | | FIT Balance | | | | | | | | | | 67,836.46 |
| | | Certificates of Deposit | | | | | | | | | & e Ci | 2,137,500.00 |
| | State of the second sec | retty cash | | Called Called | | | | SECRETARY OF SECRETARY | ALL ALL STR | | | 00.00 |
| | | TOTAL RECONCILED CASH ASSETS:: | | | | | | S. C. M. C. M. (1995) | | | \$ | 4,122,555.06 |
| The second | SAN COLUMN | | | | | | | | 98878 | Service Applications and | | |

VARIANCE-REPORTED VS. RECONCILED

| | Ambulance | Money Market | General Fund | | |
|-----------------------------------|--|--|--|--|-------|
| CHIESTANDING | Checking | Savings | Checking | FIT & CD's | Other |
| 28 Invav Outstanding Deposits (0) | | 981477 | | Section 1 and 1 an | |
| Check #53627 (0) \$ | STATE OF THE PROPERTY OF THE P | A Comment of the Comm | \$ 200.00 | A CONTROL OF THE CONT | |
| \$ Check #53679 (0) | 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | Americans of the control of the cont | \$ 866.45 | series de la companya | |
| Payroll (O) | The second secon | Secretary of the control of the cont | 12,741.62 | The second control of | |
| | Section of the control of the contro | A contraction of the contraction | The second secon | The state of the s | |
| | | The second secon | The state of the s | General Control of Con | |
| | | s 744.36 | \$ 14,003,07 | | |

| FINANCE OFFICER | | |
|-----------------|------------|------------------------|
| C | TY OF SPRI | NGFIELD, SOUTH DAKOTA |
| | Date | 8 May, 20 25 Nº 34692 |
| Private (| Citizen_ | \$ 100.00 |
| One Hundred | + 00 - | DOLLARS |
| Account No. | Amount | |
| 101-00-347 | 100 00 | For Ambulance Donation |
| CLEAR TO | | |
| 101-00-101.01; | | |
| | | By Karyla Rothschadl |

| FINANCE OFFICER | | | |
|--|--------------|--|-------------|
| A CONTRACT SCHOOL IN STREET, MARKET | ITY OF SPRIN | NGFIELD, SOUTH DAKOTA | (D) |
| | Date | 23 May, 20 25 | № 34738 |
| PRECEIVED OF Private Cit One Thousand | fizer 001 | | \$ 1,000.00 |
| One Thousan | d + 601- | and the second s | DOLLARS |
| Account No. | Amount | | |
| 101-00-347 CLEAR TO | 1,000 00 | For Ambulance (| Donation |
| 101-00-101.01 | | | |
| | | By Kayla Rothad | nadl |

| | 2025 WATER LOSS REPORT | | | | | | | | |
|-----------|------------------------|-----------|------------|-------------------|--|--|--|--|--|
| | ***** | | · | <u>WATER LOSS</u> | | | | | |
| 2025 | WATER PLANT | CUSTOMERS | DIFFERENCE | PERCENTAGE | | | | | |
| JANUARY | 6,971,500 | 4,219,890 | 2,751,610 | 39% | | | | | |
| FEBRUARY | 5,698,400 | 3,825,400 | 1,873,000 | 33% | | | | | |
| MARCH | 5,293,000 | 3,805,440 | 1,487,560 | 28% | | | | | |
| APRIL | 6,525,200 | 4,078,400 | 2,446,800 | 37% | | | | | |
| MAY | 6,190,000 | 4,326,600 | 1,863,400 | 30% | | | | | |
| JUNE | | | | #DIV/0! | | | | | |
| JULY | | | | #DIV/0! | | | | | |
| AUGUST | | | | #DIV/0! | | | | | |
| SEPTEMBER | | | | #DIV/0! | | | | | |
| OCTOBER | | | | #DIV/0! | | | | | |
| NOVEMBER | | | | #DIV/0! | | | | | |
| DECEMBER | | | | #DIV/0! | | | | | |

| | | GALLLONS |
|---------|--------------------------|----------|
| JANUARY | NEW PLANT | 32000 |
| | | |
| MARCH | HYDRANT FLUSHING | 5500 |
| | FIRE DEPT-VARIOUS FIRES | 9400 |
| | MOTEL WATER LEAK | 25,000 |
| MAY | HYDRANT FLUSHING | 3000 |
| | FD TRAINING & FIRE CALL | 6000 |
| | BULK WATER HYDRANT METER | 32800 |

| Water Usage Report | | | | | | | | | | |
|--------------------|---------|------------|-------------|----------------------|--|--|--|--|--|--|
| | 2025 | | | | | | | | | |
| | | | | | | | | | | |
| | Rush-Co | MDSP | Residential | City Total Usage | | | | | | |
| January | 19,900 | 3,142,900 | 1,057,090 | 4,219,890 | | | | | | |
| February | 26,700 | 2,837,200 | 961,500 | 3,825,400 | | | | | | |
| March | 23,200 | 2,873,700 | 908,540 | 3,805,440 | | | | | | |
| April | 18,400 | 2,863,100 | 1,196,900 | 4,078,400 | | | | | | |
| May | 47,600 | 2,717,000 | 1,562,000 | 4,326,600 | | | | | | |
| June | | | | - | | | | | | |
| July | | | | | | | | | | |
| August | | | | - | | | | | | |
| September | - | | | - | | | | | | |
| October | | | | - | | | | | | |
| November | | | | | | | | | | |
| December | | | | - | | | | | | |
| Total | 135,800 | 14,433,900 | 5,686,030 | 20,255,730 | | | | | | |
| 365 | | | | Year's Daily Average | | | | | | |
| Percent | 1% | 71% | 28% | 55,495 | | | | | | |

May 2025 Library Report

May activities:

- Final Tot Time May 8th
- Story Time @ 605 Greenhouse May 9th
- K/1 final visit to the library May 13th

The library will be closed on Mondays and Fridays beginning May 26th and running through the end of July. New hours for the end of the year will come in August – not sure what they will be yet.

Summer Reading begins June 1st. I have reading sheets to pick up at the library or patrons can download the Reader Zone app and participate in summer reading programs online. Summer Story Time begins June 11th at 10am. Volunteers for story readers and helpers for June 11th, July 2nd and July 9th would be appreciated. No help is needed for the adult programs, but if attendance is not good in June, July will probably get cancelled.

Library Institute – June 2nd and 3rd in Pierre. This will be my final institute. The State Library will be giving us an update on the future of SDSL during this time. After Library Institute, I will be gone through June 10th. Carolyn will be at the library.

Loaned 3 Thinking Money for Kids tablets to the Avon Library for an extended period. They will keep stats for me and give me feedback about their popularity.

I have had a request to read to the Assited Living residents twice a month. If anyone would like to volunteer to help with that they can. I will arrange the program after I return in June.

Statistics for April/May

| | April | May | |
|--------------------------|----------|----------|--|
| Visits to the library | 113 | 80 | |
| Checkouts (books) | 171 | 65 | |
| Libby | 236 | 138 | |
| Other Material Checkouts | 6 | 2 | |
| Materials Added | 80 books | 33 books | |
| Reference Transactions | 4 | 7 | |
| Computer Use | 2 | 4 | |
| \$ | 11.70 | 17.91 | |

| ontractor's | <u>Applicati</u> | on for Payr | ment | | Application | on No.: | 27 |
|--|--|--|---|--|--|---|---|
| Owner: | City of S | Springfield, | SD | Engi | neer's Project l | No.: | 15627 |
| Engineer: | SPN an | d Associate | 3S | | | | |
| Contractor: | Feimer | Constructio | n . | _ | | | |
| Project: | Water T | reatment F | lant | | | | |
| | | | | | | | |
| Applicat | tion Date: | May 20 | , 2025 | | | | |
| Application 1 | | From | April 20, 2025 | to | May 17, 20 |)25 | |
| 1 Ori | ginal Cont | ract Price | | | | Ġ | 7,321,476.00 |
| | - | y Change O | rders | | | \$ \$ \$ \$ | 1,581,946.74 |
| | _ | | ine 1 + Line 2) | | | Ś | 8,903,422.74 |
| | | ompleted | me I · Ime I, | | | Š | 8,140,370.83 |
| | | red to Date | | | | Ś | |
| | | | rming Work | | | <u> </u> | |
| | tainage | | | | | | |
| a. ((c) | | X \$ 8 14 | 40,370.83 Work 8 | Materials | : | Ś | 407,018.54 |
| b | | X Y 3/- | | Material | | Ś | - |
| | | | e 5.a + Line 5.b) | | | \$ | 407,018.54 |
| | | | Line 4.a + 4.b- 4.c | - Line 5.c) | | \$ | 7,733,352.29 |
| | _ | | (Line 6 from prior a | | 1} | \$ | 7,657,715.19 |
| | , | . ,, | | | | | |
| 8. Am | nount due | this applicat | tion | | | \$ | 75,637.10 |
| 9. Bai | ance to fi | tion | ng retainage (Line : | | o following: | \$ \$ \$ \$ \$ | 75,637.10 1,170,070.45 |
| 9. Bai Contractor! The undersig (1) All previous applied on accovered by p (2) Title to all Application for encumbrance liens, security (3) All the We | s Certifica ned Contra us progress count to d rior Applica i Work, mar or Payment es (except s y interest, o | nish, including tion actor certifies, a payments resistance Contactions for Payterials and equal, will pass to such as are coor encumbran | ng retainage (Line s to the best of its know eceived from Owner of tractor's legitimate of ment; juipment incorporate Owner at time of par overed by a bond accorporate | owledge, the on account bligations in additions in add we will be said with the contract of th | of Work done ur ncurred In conne fork, or otherwis and clear of all li Owner indemnify | nder the Co ection with e listed in iens, secur ring Owne | ontract have been the Work or covered by this ity interests, and r against any such |
| 9. Bai Contractor's The undersig (1) All previous applied on accovered by p (2) Title to all Application for encumbrance liens, security | s Certifica ned Contra us progress count to d rior Applica i Work, mai or Payment es (except s y interest, c | nish, including tion actor certifies, a payments resistance Contactions for Payterials and equal, will pass to such as are coor encumbran | ng retainage (Line s to the best of its know eceived from Owner of tractor's legitimate of ment; juipment incorporate Owner at time of par overed by a bond accordes); and | owledge, the on account bligations in additions in add we will be said with the contract of th | of Work done ur ncurred In conne fork, or otherwis and clear of all li Owner indemnify | nder the Co ection with e listed in iens, secur ring Owne | 1,170,070.45 ontract have been the Work or covered by this lity interests, and r against any such |
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| 9. Bai Contractor's The undersig (1) All previous applied on accovered by p (2) Title to all Application for encumbrance liens, security (3) All the Wordefective. Contractor Signature: Recommendations By: Title: Proceedings | s Certifica ned Contra us progress count to d rior Applica i Work, mai or Payment es (except s y interest, c ork covered Approval | nish, including tion actor certifies, is payments relischarge Contractions for Payterials and equit, will pass to such as are coor encumbrand by this Applications of the contractions of | ng retainage (Line s to the best of its know eceived from Owner of tractor's legitimate of ment; juipment incorporate Owner at time of par overed by a bond accordes); and | powledge, the process of the control | of Work done un neurred in conne fork, or otherwis and clear of all li Owner indemnify ance with the Co | nder the Co ection with e listed in iens, secur ying Owne | 1,170,070.45 ontract have been the Work or covered by this lity interests, and r against any such |
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| | CHANGE ORDER N | IO. 15 R2 | |
|-----------------------------|---|---|------------------------|
| Owner: | City of Springfield | Engineer's Project No.: | 15627 |
| Engineer: Contractor: | SPN & Associates Feimer Construction Inc | | |
| | Water Treatment Plant | | |
| Project: | Bid Schedule A with Alternates | | |
| Contract Name: Date Issued: | 5/30/2025 | Effective Date: | 5/30/2025 |
| | odified as follows upon execution of | | 3/30/2023 |
| | loutified as follows upon execution of | ans change order. | |
| | mended by increasing the size of the ca are extended as explained in the Attac | | ted. The project |
| Attachments: | Attachment to Change Order 15 | | |
| | Change in Contract Price | Change in Contract | t Times |
| Original Contract | Price: | Original Contract Times: | |
| | Am 224 Ame 22 | Substantial Completion: | 12/1/2023 |
| | \$7,321,476.00 | Ready for final payment: | 12/31/2023 |
| Increase from pr | eviously approved Change Orders No. | Increase from previously appro | oved Change |
| 1 to No. 14: | | Orders No.1 to No. 14: Substantial Completion: | 330 |
| | \$1,581,946.74 | Ready for final payment: | 330 |
| Contract Price pr | ior to this Change Order: | Contract Times prior to this Ch | |
| | | Substantial Completion: | 10/26/2024 |
| | \$8,903,422.74 | Ready for final payment: | 11/25/2024 |
| Increase this Cha | inge Order: | Increase this Change Order: | |
| | 4 | Substantial Completion: | 274 |
| | \$3,500.00 | Ready for final payment: | 274 |
| Contract Price in | corporating this Change Order: | Contract Times with all approv | |
| | \$8,906,922.74 | Substantial Completion: Ready for final payment: | 7/27/2025 8/26/2025 |
| | | | |
| Recommende | ed by Engineer | Accepted by Contractor | |
| Ву: | | | |
| Title: | Project Engineer | | |
| Date: | | | |
| Dute. | | | |
| Authorized b | v Owner | Approved by Funding Agence | ٧ |

By: Title:

Date:

Mayor

| | | | | AYMENT NO. | 4 - Progress | |
|---|--|---|------------------------|---|---|--|
| То | City of Springfield, 605 8th St, PO Box 446, Springfield, SD 57062 | | | | | |
| Contract for Reconstruct Rwy 15/33, Rwy 15 Turn Around, Txy A, Apron, & Taxilane A | | | | | | |
| For work accomplished through the date of May 24, 2025 | | | | | | |
| Contractor | Duininck, Inc. | | | | | |
| This application meets the requirements of the Contract Documents. In accordance with the contract, the undersigned recommends payment to the contractor of the amount due as shown below. | | | | | | |
| | | | | Brian Meyer, DGR Engin | eering | |
| | | | | Engineer | | |
| Dated | | | _ By: | | | |
| | | Conti | ractor's Certification | | | |
| The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications and Recommendations for Payment numbered 1 through _4_ inclusive; and (2) title to all Work, Materials and equipment incorporated in said Work or otherwise listed in or covered by this Application will pass to Owner at the time of payment free and clear of all liens, claims, security interests or encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance); and (3) all work covered by this Application is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents. Kristopher Duininck, Duininck, Inc. Contractor Dated By: | | | | | | |
| accordance | with the Contract Doc | uments and not o | | defined in the Contract E Kristopher Duininck, Duin Contractor | ocuments. | |
| | with the Contract Doc | uments and not o | | defined in the Contract E Kristopher Duininck, Duin Contractor | ocuments. | |
| | | \$ 1,397,755.12 | _ Ву: | defined in the Contract E Kristopher Duininck, Duin Contractor | ocuments. | |
| Dated | Date: | | Ву: | defined in the Contract D Kristopher Duininck, Duit Contractor | ocuments. | |
| Dated Total Work to | o Date: nge (5%): | \$ 1,397,755.12 | _ Ву: | defined in the Contract D Kristopher Duininck, Duit Contractor Original Contract Amount: Net Change Orders | \$ 4,603,678.31 | |
| Dated Total Work to Less Retaina | o Date: ige (5%): Date: | \$ 1,397,755.12 \$ 69,887.75 | _ Ву: _ | Contract Contract Contract Contractor Original Contract Amount: Net Change Orders No Through | \$ 4,603,678.31 | |
| Dated Total Work to Less Retains Total Due to Less Previou | o Date: ige (5%): Date: | \$ 1,397,755.12 \$ 69,887.75 \$ 1,327,867.37 | _ By: _ | Mristopher Duininck, Duin Contractor Original Contract Amount: Net Change Orders No Through Adjusted Contract Amount | \$ 4,603,678.31 \$ 4,603,678.31 | |
| Dated Total Work to Less Retains Total Due to Less Previous Amount Due | Date: Date: Date: Payments: This Pay Application: | \$ 1,397,755.12 \$ 69,887.75 \$ 1,327,867.37 828,496.78 \$ 499,370.59 | _ By: _ | defined in the Contract E Kristopher Duininck, Duit Contractor Original Contract Amount: Net Change Orders No Through Adjusted Contract Amount Less Total Payments Due Contract Balance: | \$ 4,603,678.31 \$ 4,603,678.31 \$ 1,327,867.37 | |
| Dated Total Work to Less Retains Total Due to Less Previous Amount Due The Owner | Date: Date: Date: Payments: This Pay Application: | \$ 1,397,755.12 \$ 69,887.75 \$ 1,327,867.37 828,496.78 \$ 499,370.59 | By: | defined in the Contract E Kristopher Duininck, Duit Contractor Original Contract Amount: Net Change Orders No Through Adjusted Contract Amount Less Total Payments Due Contract Balance: | \$ 4,603,678.31 \$ 4,603,678.31 \$ 1,327,867.37 | |
| Dated Total Work to Less Retains Total Due to Less Previou Amount Due The Owner City of Sprin | Date: Date: Date: Payments: This Pay Application: concurs with this Applingfield, Owner | \$ 1,397,755.12 \$ 69,887.75 \$ 1,327,867.37 828,496.78 \$ 499,370.59 | By: | defined in the Contract E Kristopher Duininck, Duit Contractor Original Contract Amount: Net Change Orders No Through Adjusted Contract Amount Less Total Payments Due Contract Balance: | \$ 4,603,678.31 \$ 4,603,678.31 \$ 1,327,867.37 | |
| Dated Total Work to Less Retains Total Due to Less Previou Amount Due The Owner City of Sprin | Date: Date: Date: Payments: This Pay Application: concurs with this Applingfield, Owner | \$ 1,397,755.12 \$ 69,887.75 \$ 1,327,867.37 828,496.78 \$ 499,370.59 ication and Record | By: | defined in the Contract E Kristopher Duininck, Duit Contractor Original Contract Amount: Net Change Orders No Through Adjusted Contract Amount Less Total Payments Due Contract Balance: | \$ 4,603,678.31 \$ 4,603,678.31 \$ 1,327,867.37 | |



Change Order No. 1

Date of Issuance: June 2, 2025

Owner:

City of Springfield

Contractor: Duininck Inc.

DGR Engineering

Engineer: Project:

Reconstruct Rwy 15/33, Rwy 15 Turn

Around, Txy A, Apron, & Txln A AIP No. 3-46-0052-016-2025

Effective Date:

June 2, 2025

Owner's Contract No.:

PSA Amendment #1

Contractor's Project No.: N/A

Engineer's Project No.: 731102.01

Contract Name:

Reconstruct Rwy 15/33, Rwy 15 Turn

Around, Txy A, Apron, & Txln A

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

Description: The as-bid project included reconstructing the entire 350-foot by 150-foot apron. A 65-foot by 50-foot portion in the northwest corner of the apron is FAA ineligible due its location in-front of a private hangar. The ineligible area is depicted on the attached sketch. Due to higher than estimated received bids, the north 65-feet to of the apron was not awarded to the contractor.

There were two additional planned and applied for FAA grants (AIP and IIJA) for the 2025 grant application period. During this period, the FAA found expiring non-primary entitlement funds and transferred them to the City of Springfield. This additional funding allows the remaining north 65-feet of the apron to be rehabilitated. There was not enough transferred funds to complete the full reconstruction. The rehabilitation will remove the existing seven (7") inches of bituminous surfacing, re-condition the underlying aggregate base, and pave two (2) new two (2") lifts of asphalt. The work also includes adding the aircraft tie downs and yellow pavement markings as originally planned.

It's our opinion that the contractor's costs are reasonable and justifiable.

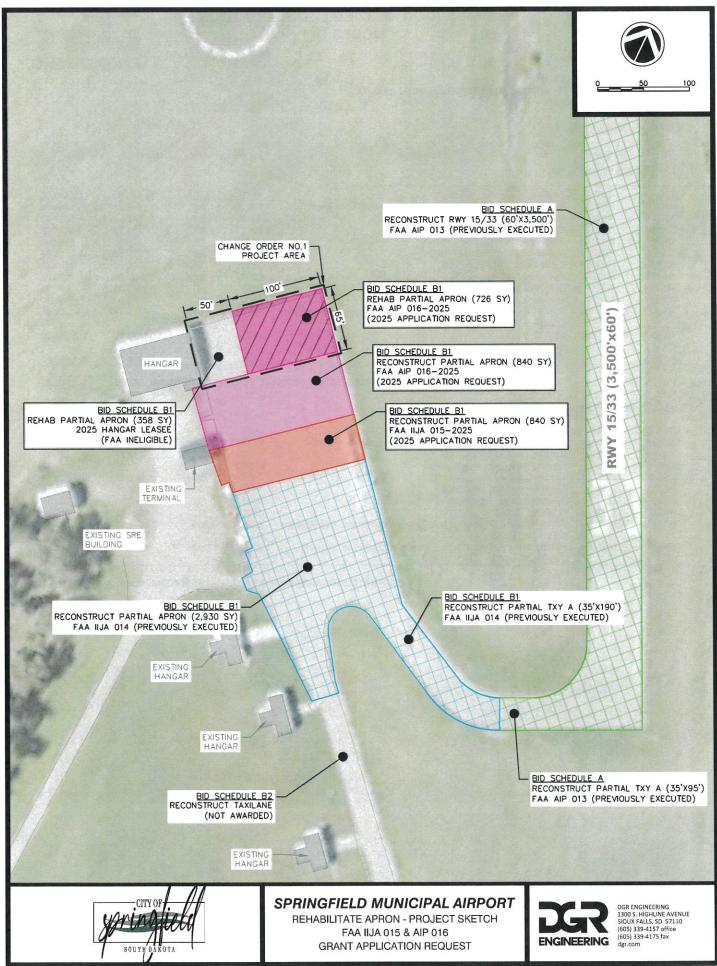
ELIGIBLE Portion: 100' x 65'; Apron Rehabilitation; AIP No. 3-46-0052-016-2025; Increase \$66,192.52

INELIGIBLE Portion: 65' x 50': Apron Rehabilitation; Increase \$33,033.15

TOTAL: Increase \$97,225.67

Attachments: Duininck (Contractor) Construction Cost Estimate; Project Sketch

Engineer's Opinion of Duininck (Contractor) Construction Cost estimate submitted separately.





Capitalization Policy for Equipment, Buildings, and Land

1. Purpose:

This policy defines the criteria and guidelines for capitalizing equipment, buildings, and land owned by the organization to ensure consistent asset management.

2. Scope:

This policy applies to all equipment, buildings, and land owned by the organization, regardless of location or department and shall be recorded on each respective department's inventory listing. This policy is separate from inventory listings which are kept for items that do not meet the following thresholds.

3. Definitions:

Equipment: Tangible assets used in operations with an individual cost exceeding \$5,000. Buildings: Structures owned and used by the organization for operational purposes or investment, including improvements and renovations that increase their value and useful life. Land: Parcels of real estate owned by the organization, including undeveloped and developed land.

4. Capitalization Thresholds:

Equipment/Machinery: Equipment and/or Machinery purchases or individual components costing more than \$5,000 shall be capitalized.

Buildings: All costs related to the acquisition, construction, or significant renovation of buildings that exceed \$100,000 shall be capitalized.

Land: All purchases of land shall be capitalized, regardless of cost.

5. Capitalization Process:

Equipment: Capitalization begins when an individual piece of equipment is ready for its intended use. Costs included are purchase price, freight, installation, and any necessary testing to bring the equipment into operational status.

Buildings: Capitalization includes the purchase price, legal fees, brokerage fees, renovation costs that enhance the building's value or extend its useful life, and other costs directly attributable to preparing the building for its intended use.

Land: Capitalization includes the purchase price and any directly attributable costs such as legal fees, surveying fees, and title fees.

6. Review and Adjustments:

The capitalization thresholds and process shall be reviewed periodically to ensure they align with industry standards and organizational needs. Adjustments to capitalization thresholds or process may be made based on changes in economic conditions, inflation, or regulatory requirements.

7. Documentation and Reporting:

All capital expenditures exceeding the established thresholds shall be documented with supporting invoices, contracts, and other relevant documentation. A listing of all capitalized equipment, buildings, and land shall be kept by department heads and filed with the finance officer. The following shall be recorded on the listing: date purchased, building/location, piece of equipment/machinery, land/location, original cost.

| 9. Policy Review: This policy shall be reviewed annually or as needed to reflect changes in business practices or regulatory requirements. Amendments to the policy shall be approved by the city council. |
|---|
| This Capitalization Policy for Equipment, Buildings, and Land shall guide the consistent and accurate listing of assets within the organization. |
| |
| Scott L. Kostal, Mayor |
| Amanda Larson, Finance Officer |

Compliance with this policy shall be monitored by department heads and the city council.

8. Compliance and Audit:

MEMORANDUM OF UNDERSTANDING Between DAKOTA STATE UNIVERSITY and City of Springfield

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Dakota State University, Madison, South Dakota ("DSU") and City of Springfield ("CITY"), a political subdivision of the State of South Dakota, on this 19th day of May 2025.

WHEREAS, during the 2024 South Dakota Legislative Session, Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General ("OAG") for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota; and

WHEREAS, DSU operates Madison Cyber Labs ("MadLabs"), which focuses on education, research, and cybersecurity development, including initiatives that help counties and municipalities mitigate cybersecurity risks; and

WHEREAS, DSU, in partnership with the OAG, created the SecureSD Cybersecurity for Counties and municipalities to strengthen cybersecurity resilience among counties and municipalities in South Dakota; and

WHEREAS, DSU, in partnership with the OAG, seeks to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities by leveraging SecureSD resources effectively; and

WHEREAS, CITY acknowledges the importance of cybersecurity mitigation and agrees to participate in SecureSD by providing the necessary cooperation, engagement, and local implementation efforts required to enhance security.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual responsibilities flowing to each party as outlined in this Memorandum of Understanding, the parties agree:

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between DSU and CITY to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities through the SecureSD Program. SecureSD is designed to support counties and municipalities by providing technical mitigation assistance to reduce cybersecurity risks, delivering training and awareness programs for municipal and county staff, and

enhancing cybersecurity resilience through the implementation of best practices and security tools through a secure email system.

2. FUNDING

- A. SecureSD is funded by the appropriation established by SB 187 during the 2024 legislative session. The CITY acknowledges that SecureSD does not provide direct financial payments for cybersecurity efforts, nor does SecureSD offer direct financial aid. As such, no direct financial payments will be made to CITY under this MOU.
- B. Nothing in the MOU may be construed as, or may be relied on, as a future promise or commitment to providing any future funding, services, or support.

3. DSU RESPONSIBILITIES

- A. Implementation of SecureSD
 - 1. Oversee and implement cybersecurity mitigation and email strategies for counties or municipalities.
 - 2. Engage with managed service providers ("MSPs") to determine appropriate scopes of work, perform work, and/or review work as needed, based on DSU's recommendation.
 - 3. Deploy technical resources to support and enhance cybersecurity defenses.
 - 4. Provide cybersecurity education and training for municipalities and counties on an as needed basis in the sole discretion of DSU.

B. Compliance and Reporting

- 1. Maintain records showing:
 - a. The counties and municipalities participating or planning to participate in this initiative.
 - b. Completed and planned cybersecurity improvements for each participating local government.
 - c. Current and expected expenses for each improvement, including the cost related to SB 187.
 - d. Expected timeframes for completing the improvements.
 - e. Monthly reports including activities conducted, detailed financial information, and all information necessary to justify approval of vouchers submitted for payment.
- 2. Provide all necessary updates and reports to the OAG and request all necessary prior authorizations according to the tenor of the agreement between DSU and the OAG dated August 26, 2024.

4. RESPONSIBILITIES OF CITY

- A. CITY agrees to obtain a security assessment either through Project Boundary Fence or through a private vendor which is at least as technically comprehensive as the assessment conducted through Project Boundary Fence.
- B. Engagement and Participation
 - 1. Actively participate in SecureSD initiatives, including mitigation activities and training.

- 2. Designate a single point of contact for communication between CITY, DSU, and the OAG.
- C. Implementation, Maintenance, and Ownership
 - 1. Actively participate with selected MSP and DSU to facilitate implementation of cybersecurity measures set forth in the scope of work approved by DSU and CITY.
 - 2. Provide reasonable cyber and physical access to CITY facilities to the selected MSP and DSU personnel to implement the approved cybersecurity measures and to DSU upon completion to ensure the scope of work was properly implemented and in good working order.
 - 3. Provide reasonable access to OAG for oversight purposes to ensure that any hardware purchased pursuant to the scope of work, if any, is implemented and in use.
 - 4. CITY is aware and understands:
 - a. The funds appropriated pursuant to SB 187 of 2024 are one-time funds.
 - b. As such, any hardware, licenses, or software purchased or implemented as part of the scope of work becomes the sole property of the CITY and the MSP, DSU, and the OAG has no ongoing responsibility for any further improvements, ongoing licensing, maintenance, or upkeep of the installed improvements.
 - c. There is no expectation, promise, or guarantee of any future funding to address cybersecurity risks through SecureSD or otherwise.
 - d. SecureSD does not and will not provide any direct financial compensation, reimbursements, or direct payments of any kind to the CITY.

5. MISCELLANEOUS PROVISIONS

- A. Confidentiality
 - 1. DSU hereby acknowledges that any and all technical details including access information, technical data, and any personally identifiable information ("PII") housed on or accessible through the CITY systems is deemed "Confidential Information" and may not be shared among or between any other participant in this initiative, or to any third party except the selected MSP and the OAG as may be required.
 - 2. DSU will limit access to CITY cybersecurity data to authorized personnel only.
- B. Effective Period, Modification, and Termination
 - 1. Effective Period of MOU: This MOU shall become effective upon the date last signed below. This MOU shall remain in effect for a period of three (3) years from the effective date unless sooner terminated pursuant to the terms set forth herein.

- 2. Modification of MOU: This MOU may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- 3. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice. The termination shall be effective thirty (30) calendar days from the date of such notice, or at a later date agreed upon by the parties, so long as such date does not exceed the date of termination of this MOU.

C. Notices

1. Any notice or other communication required under this MOU shall be in writing and sent to the email address set forth below. Notices shall be given by and to:

For SecureSD:

Dakota State University 820 N Washington Ave Madison, SD 57042 Name: Mike Waldner

Title: Director of SecureSD Email: mike.waldner@dsu.edu

For City:

City of Springfield 605, 8th Street PO Box 446

Springfield, SD, 57062 Name: Amanda Larson Title: Finance Officer

Email: amanda.larson@springfieldsd.gov

- 2. Notices or communications to or between the parties shall be deemed to have been delivered one business day after the time at which it was sent if receipt is confirmed by the recipient.
- D. Joint Powers

This MOU is not a Joint Powers Agreement or cooperative action agreement pursuant to SDCL Ch. 1-24, and it does not establish a separate legal entity under SDCL 1-24-4(2) or create a joint administrator or governing board, as contemplated by SDCL 1-24-5. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

- E. Governing Law and Venue
 This MOU shall be governed by and construed in accordance with the laws of the
 State of South Dakota, without regard to any conflicts of law principles,
 decisional law, or statutory provision which would require or permit the
 application of another jurisdiction's substantive law. Venue for any lawsuit
 pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth
 Judicial Circuit, Hughes County, South Dakota.
- F. Limitation Of Liability

In no event shall any party be liable to another party for any indirect, incidental, consequential, special, punitive, exemplary, or extra-contractual damages of any kind whatsoever arising from or connected with this MOU, including, but not limited to, lost profits, lost revenues, or loss of business, regardless of legal theory, whether or not foreseeable, even if either party has been advised of the possibility or probability of such damages and even if the remedies otherwise provided by this agreement fail of their essential purpose.

DAKOTA STATE UNIVERSITY

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.



Planning & Development District III 1808 Summit St PO Box 687 Yankton, SD 57078 (605)665-4408 or 800-952-3562 Fax: (605)665-0303

Fax: (605)665-0303 districtiii@districtiii.org www.districtiii.org

STATEMENT OF EXTENSION TO THE JOINT COOPERATIVE AGREEMENT

This statement is official verification that Springfield will take part in the District III Association of Local Governments for the program year of January 1 through December 31, 2026.

This Statement further assures that said government obligates itself to financial support of the District III program for the above-mentioned year in the amount of \$1,539.00.

| Signed and agreed to this | day of | , |
|---------------------------|--------|---|
| SIGNED: | | |
| Chairperson | | |
| ATTEST: | | |
| Finance Officer | | |

This institution is an Equal Opportunity Provider