



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
June 5, 2023

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Assembly of God**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplements**
 - Park-Sports Complexes in the amount of \$500 from Sam Tronnes Memorial Foundation Inc
 - Park-Rec Center in the amount of \$660 from Grant Funds
 - Park-Rec Center in the amount of \$1,150 from Grant Funds
 - Park-Rec Center in the amount of \$971.45 from Grant Funds
 - D. Raffle Permits**
 - E. Declare Item Surplus to be Sold on Purple Wave-Park-Sports Complex**
 - F. Declare Item Surplus to be Sold on Purple Wave-Fire/EMS**
 - G. Special Event Permit for Corn Palace Stampede Rodeo Community Mixer on Tuesday, July 11th, 2023**
 - Parking Lot Closure
 - Noise Permit
 - Consumption Permit
 - H. Special Event Permit for Palace City Pre-Sturgis Party on Thursday, August 3, 2023**
 - Road Closure
 - Parking Lot Closure
 - Parade Permit - with escort & closures (\$250 fee)
 - Noise Permit
 - Consumption Permit (\$500 fee)
 - I. Appoint Sarah Beckstrom to the Community Services Board (transit) to fill an unexpired term to run June 1, 2023-June 30, 2024**
 - J. Approval of Gasoline & Fuel Quotes**

- K. **Pay Estimates**
- L. **Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer.**
- 6. **Motion To Approve, Request Public Comment, Roll Call**
- 7. **Citizens Input**
 - If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.*
- 8. **BOARD OF ADJUSTMENT: Entertain a Motion For The City Council To Recess And Sit As The Board Of Adjustment**
 - A. **Hearing and Action on an Application for Arlen Schuh**

Arlen Schuh has applied for a front-yard setback variance permit 0 feet vs 35 feet to replace a shed that was damaged due to a snow storm, located at 1511 W 5th Ave, legally described as Lots 4 thru 9 and vacated alley, Block 28, Home Park Original, Davison County, South Dakota. The said real property is zoned TWC Transportation Warehousing and Commercial District.
 - B. **Action to Set Date for Board of Adjustment Hearing 6-20-23**

Habitat for Humanity has applied for a variance permit for rear-yard setback of 16' vs 25' and front-yard setback of 18' vs 25' for construction of a house with a rear deck and front porch, located at 505 S Langdon St, legally described as Lot 81A of Overlook Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.
 - C. **Action to Set Date for Board of Adjustment Hearing 6-20-23**

The Flower Shop LLC has applied for a conditional use permit to operate a Medical Cannabis Dispensary; located at 100 N Main St, legally described Lot 7, Block 12; Original Plat of Town (now City) of Mitchell, Davison County, South Dakota. The said real property is zoned CB Central District.
 - D. **Action to Set Date for Board of Adjustment Hearing 6-20-23**

Corn Palace Stampede Inc has applied for a conditional use permit to operate a Rodeo Grounds; located on N Ohlman St north of Industrial Road (no address created at this time), legally described as Lot 1 in the S 1/2 of the NW 1/4 of Section 33, T 104 N, R 60 W of the 5th P.M., said lot formerly within the boundaries of the Mitchell Municipal Airport, Mitchell, South Dakota. The said real property is zoned PL Public Lands and Institutions District.
- 9. **RECONVENE AS CITY COUNCIL: Entertain a Motion For The Board of Adjustment To Adjourn And The City Council To Reconvene In Regular Session**
- 10. **2023 Compensation & Classification Review, Condrey & Associates, Inc.**
- 11. **Hearing and Action on the following Alcohol License Applications**
 - a. On the application to transfer RB-3833 Retail (On-Off Sale) Malt Beverage & SD Farm Wine License from Marco's Pizza, 605 S Sanborn Blvd, Mitchell to MG Oil

Company dba Jokerz Casino Mitchell, 716 N Rowley, Mitchell

b. On the application of the Corn Palace Stampede Inc for a Special Liquor License located at 5951 Airport Road for July 15 & 16 for the chili cook off

- 12. Action to Approve Applications for Renewal of Malt Beverage Licenses**
- 13. Special Event Permit for Sudz Casino Race Recognition Car Show on Thursday, June 8th, 2023**
- 14. Action to approve Perpetual Easement for Ohlman Street Ditch with Thomas J. & Maureen K. Scott**
- 15. Action to approve Perpetual Easement for Ohlman Street Ditch Grading with LHM, LLC**
- 16. Action to Approve Amendment No 1 to Agreement #A2023-09, Engineering Services with SPN & Associates for Cadwell Booster Station**
- 17. Action to Approve Agreement #A2023-22, Recycling Transfer Station Grant with SDDANR**
- 18. Action to Approve Agreement #A2023-21, TID #30 Developer's Agreement (Sharpstone)**
- 19. Action to Approve Agreement #A2023-23, Sharpestone Deuce, LLC Developer's Agreement**
- 20. Action to Approve Resolution #R2023-38, Plat of Lot B of M. and S. Miiller's First Addition, a subdivision of the NE 1/4 of the NW 1/4 of Section 32, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 21. Action to Approve Resolution #R2023-39, Plat of Lot 1, Block 5 of Circle K Ranch Second Addition, a subdivision of the South 1/2 of the NE 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M, Davison County, South Dakota**
- 22. Action to Approve Resolution #R2023-40, Plat of Lot 2-AB of Circle K Ranch Third Addition, a subdivision of Government Lots 3, 4 and 5, the SE 1/4 of the NW 1/4, and the West 1/2 of the NE 1/4, all in Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 23. Action to Approve Resolution #R2023-41, Plat of Tract 1 of Charles & Diana, Land & Cattle Addition, in the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 24. Adjourn**

Individuals with disabilities who require special assistance to take part in this meeting may contact one of the following at City Hall (605) 995-8420 at least 24 hours prior to the meeting with requests for assistance: Human Resources Officer or the City Administrator.

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

**May 15, 2023
6:00 P.M.**

PRESENT: Dan Allen, John Doescher, Kevin McCardle, Steve Rice,
Jeffrey Smith

ABSENT: Marty Barington, Dan Sabers, Susan Tjarks

PRESIDING: Mayor Bob Everson

AGENDA:

Moved by Allen, seconded by Rice, to approve the following items on the consent agenda:

- a. City Council Minutes
 - 1. City Council May 1, 2023.
- b. Committee Reports
 - 1. Planning Commission April 24, 2023,
 - 2. Planning Commission May 8, 2023 (unsigned),
 - 3. Historic Preservation Commission April 6, 2023, and
 - 4. Historic Preservation Commission April 27, 2023 (unsigned).
- c. Department Reports
 - 1. Sales Tax Collections (April,
 - 2. Finance (April),
 - 3. Building Permits (April),
 - 4. Police (April),
 - 5. Fire/EMS (April),
 - 6. Code Enforcement (April),
 - 7. Palace Transit (March),
 - 8. Water (April), and
 - 9. Airport (April).
- d. Automatic Supplements
 - 1. Park Fund-Sports Complexes in the amount of \$3,321.41 from insurance proceeds.
- e. Raffle Permit
 - 1. Moose Lodge with the drawing to be held on July 15, 2023.
- f. Special Event Permit for Tour de Corn on Saturday, August 19, 2023.
- g. Purchase of a Greens Mower and extra set of reels through Sourcewell.
- h. Authorization to apply for Section 5311 and Title IIIB grant funds.
- i. Authorization to apply for funding for Local Efforts for Control of West Nile Virus.
- j. Acceptance of a Good and Healthy Community Grant for \$52,000 from the SD Department

of Health.

- k. Approve the election board and set election worker's compensation for the June 6, 2023 Municipal/School Election.
- l. Set date of June 5, 2023 for hearing
 - 1. On the application to transfer RB-3833 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Marco's Pizza, 605 S Sanborn Blvd to MG Oil Company dba Jokerz Casino Mitchell-2, 716 N Rowley and
 - 2. On the application of the Corn Palace Stampede Inc for a Special Event Liquor License located at 5951 Airport Road for July 15 & 16 for the chili cook-off.
- m. Approval of Gas and Fuel Quotations

<u>Howe's Oil Company</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
On Road Diesel-#2	1,000	1,000	\$2.7025	\$2,702.50
Off Road Diesel #2	6,500	6,500	\$2.4275	\$15,778.75
Total Bid:				\$18,481.25

- n. Pay Estimates May 15, 2023
 - Pay Estimate #17 in the amount of \$14,603.40 for Dry Run Creek Analysis #2019-33 contracted to Infrastructure Design Group,
 - Pay Estimate #1 in the amount of \$1,000.00 for Dry Run Creek Analysis-Hydrology #2019-33 contracted to Planning & Development District III,
 - Pay Estimate #8 in the amount of \$4,333.38 for Mitchell Airport Snow Removal #2019-53R2 contracted to Quality Cut Lawn & Snow,
 - Pay Estimate #8A in the amount of \$10,000.00 for Mitchell Airport Snow Removal #2019-53R2 contracted to Quality Cut Lawn & Snow,
 - Pay Estimate #18 in the amount of \$11,553.75 for Ground Storage Tank #2020-20 contracted to Infrastructure Design Group,
 - Pay Estimate #25 in the amount of \$4,047.48 for Landfill Cell #4 #2021-08 contracted to Helms & Associates,
 - Pay Estimate #4 in the amount of \$3,117.18 for West Harmon Utility Improvements #2021-16 contracted to H&W Contracting,
 - Pay Estimate #8 in the amount of \$8,355.00 for Recycling Building #2021-30 contracted to Helms & Associates,
 - Pay Estimate #11 in the amount of \$669,660.53 for North Wastewater Improvements #2021-31 contracted to PKG Contracting,
 - Pay Estimate #2 in the amount of \$34,487.37 for 200-400 Blocks of East 10th #2022-02 contracted to First Rate Excavating,
 - Pay Estimate #4 in the amount of \$2,440.00 for Jetty & Marina Bike Trail #2023-03 contracted to Brosz Engineering,
 - Pay Estimate #1 in the amount of \$4,300.00 for West Harmon Watermain Loop #2023-07 contracted to Kogel Archaeological Consulting,
 - Pay Estimate #1 in the amount of \$8,192.50 for 2nd/4th & Main Street #2023-21 contracted to McLaury Engineering, and

Pay Estimate #24 in the amount of \$7,439.26 for AIP '28 Airport ALP/Master Plan contracted to Helms & Associates.

- o. Approve Bills, Payroll, Salary Adjustments and New Employee Hires and Authorize Payment of Recurring and other expenses in advance as approved by the Finance Officer.

PAYROLL APRIL 16, 2023 – APRIL 29, 2023: City Council \$3,615.68, Mayor \$1,562.81, City Administrator \$5,942.50, Administrative Boards \$2,211.81, Attorney \$4,938.27, Finance \$13,569.08, Human Resources \$3,975.10, Municipal Building \$3,729.59, Information Technology \$3,015.51, Police \$73,303.35, Traffic \$4,736.28, Fire \$35,578.28, Street \$29,658.72, Public Works \$21,680.49, Cemetery \$6,210.87, Library \$17,733.88, Recreation & Aquatics \$6,229.82, Recreation Center \$18,159.86, Sports Complexes \$11,253.15, Cadwell Concessions-\$162.68, Parks \$12,817.25, Supervision \$6,081.70, E911 \$23,650.14, MVP \$536.26, Palace Transit \$29,457.06, JVCC \$1,696.30, Nutrition \$4,405.70 Water Distribution \$14,554.17, Sewer \$15,397.29, Airport \$3,442.17, Recycling Program \$7,674.29, Waste Collection \$6,124.78, Landfill \$10,627.85, Corn Palace \$21,178.82, Golf Course \$5,307.00, Emergency Medical Services \$32,213.48

NEW HIRES:

CADWELL CONCESSIONS: Jaeda Stunes-\$10.80

CEMETERY: Abraham Gunnare-\$12.30

GOLF: Connor Kerkhove-\$12.30

PARKS: Steven Linke-\$14.30

RECREATION & AQUATICS: Addison Ducheneaux-\$12.80

RECREATION CENTER: Jennifer Krause-\$15.30

SALARY ADJUSTMENTS:

E-911: Grace Waters-\$21.868

EMS: Dakota Gamber-\$22.755

FIRE: Chad Cody-\$25.765, Daniel Pollreisz-\$102,731.00, Abigail Squier-\$20.360

PALACE TRANSIT: Donald Everson-\$20.304

POLICE: Kyle McLaughlin-\$34.534

STREET: Jason Tuttle-\$29.815

WARRANTS: 301 Rodz, Sports Authority Promotion-\$1,500.00; A&B Business Solutions, Contract Service-\$4,655.42; A-Ox Welding Supply, Supplies-\$480.02; Accounts Management, Garnishment-\$470.32; Advance Auto Parts, Supplies-\$80.00; AFSCME Council 65, Union Dues-\$529.20; Airside Solutions, Maintenance-\$868.46; Amazon Capital Services, Supplies-\$816.10; Aramark, Supplies-\$259.96; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$2,826.41; Avera Occupational Medicine, Physicals-\$1,928.00; Avera Queen of Peace Hospital, Supplies-\$407.30; B-Y Water District, April 2023 Usage-\$53,043.75; Baker & Taylor, Books-\$123.29; Bechen Electric, Supplies-\$381.73; Best Western Ramkota Hotel, Travel-\$592.00; Big Daddy D's, Contract Services-\$4,291.58; Blackstone Publishing, Audiobooks-\$99.98; Brosz Engineering, 2023-3 P.E. #4-\$2,440.00; Buhl's Drycleaners & Linen, Professional Service-\$26.50; C&B Operations, Supplies-\$28,070.71; Carquest Auto Parts, Supplies-\$806.97; CDW Government, Supplies-\$102.04; Center Point Large Print, Books-\$94.08; Central Electric, Utilities-\$21,255.04; Century Link, Utilities-\$58.48; Chesterman, Supplies-\$2,259.83; CHS Farmers Alliance, Supplies-\$2,146.12; Cindy's K9 Treats, Supplies-\$136.00; City of Mitchell, Campground-\$33.00; CK Bicycles & Locks, Supplies-\$36.00; Coborns, Contract Services-\$588.00; Core & Main, Supplies-\$13,952.57; Core-Mark Midcontinent, Supplies-\$8,807.56; Corn Palace, Supplies-\$92.30; Corn Palace Corn Hole, Sports Authority Promotion-\$1,000.00; Corporate Translation Service, Translation Service-\$128.20; County Fair, Contract Services-\$1,218.00; Culligan Water, Rental-\$52.00; Custom Plus Collision Center, Repair-\$9,459.14; Dakota Data Shred, Service-\$67.70; Dakota Fluid Power, Supplies-\$1,496.79; Dakota Pump, Repair-\$1,918.31; Dakota Supply Group, Supplies-\$62.66; Dale Steffen, Testing-\$90.00; Dan London, Travel-\$15.30; Dance Expressions, Corn Palace Games-\$8,212.00; Daniel Fechner, Travel-\$20.00; Darrington Water Conditioning, Rental-\$62.80; David Sarne, Reimbursement-\$287.99; Davison County Register of Deeds, Document Fees-\$60.00; Davison Rural Water Systems, Utilities-\$81.80; Dean Knippling, Travel-\$28.00; Deb Hanson-Sudbeck, Travel-\$20.40; Demco, Supplies-\$75.82; Department of Agriculture, Solid Waste-\$3,056.64; Department of South Dakota, Department of SD VFW-\$3,130.00; Department of Social Services, Child Support-\$921.22; Dimock Dairy, Supplies-\$375.00; Discount Cell, Supplies-\$440.00; Echo Group, Supplies-\$118.50; Environmental Equipment & Service, Supplies-\$284.29; Etix, Ticketing Fees-\$626.70; Fastenal, Parts-\$199.04; Ferguson Waterworks #2516, Supplies-\$1,866.13; First Rate Excavate, 2022-2 P.E. #2-\$34,487.37; Flexible Pipe Tools & Equipment, Supplies-\$83.80; Foreman Charters, Bus Trip-\$1,540.00; Forum Communications, Advertising-\$3,913.14; Gentle Spirit Horses Rescue, Horse Trainers Challenge-\$1,000.00; Global Specialty Contactor, Supplies-\$1,500.00; Grainger, Supplies-\$7.09; Greenwood Cleaning, Maintenance-\$525.00; H&W Contracting, 2021-16 P.E. #4-\$3,117.18; Harlow's Bus Sales, Supplies-\$867.09; Harve's Pro Prints, Service-\$36.00; Harve's Sport Shop, Supplies-\$169.99; Hawkins, Supplies-\$50.00; Heiman, Supplies-\$1,653.32; Helms and Associates, 2021-30 P.E. #8-\$19,841.74; Henry Schein, Supplies-\$995.05; Honda of Mitchell, Supplies-\$6.98; Independent Viking Glass, Repair-\$212.91; Info USA Marketing, Books-\$455.00; Infrastructure Design Group, 2019-33 P.E. #17-\$26,157.15; Ingram Library Services, Books-\$1,546.80; Innovative Office Solution, Supplies-\$161.20; Interstate Office Products, Supplies-\$162.74; JCL Solutions, Supplies-\$1,176.39; Jean Patrick, Reimbursement-\$15.30; Jones Supplies, Supplies-\$990.93; Kathy Kaye Foods, Supplies-\$3,916.80; Kogel Archaeological Consulting, 2023-7 P.E. #1-\$4,300.00; Krohmer Plumbing, Repair-\$42,121.95; Lakeview Veterinary Clinic, Management-\$900.00; Larry's I-90 Service, Maintenance-\$631.14; Leighton Family Farms,

Supplies-\$875.00; Lewis Family Drug, Supplies-\$37.49; Mark Gran, Reimbursement-\$33.00; McLaury Engineering, 2023-21 P.E. #1-\$8,192.50; McLeod's Printing, Supplies-\$3,738.66; Menard's, Supplies-\$491.34; Mettler Implement, Maintenance-\$1,238.94; Michael J Koster, Travel-\$28.00; Michaels Fence & Supply, Supplies-\$35.28; Mid-American Research Chemical, Supplies-\$511.20; Midcontinent Communication, Advertising-\$2,161.20; Miner County Auditor, Reimbursement-\$76.97; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Area Community Triathlon, Sports Authority Promotion-\$2,200.00; Mitchell Area Housing, 622 N Duff Demolition-\$28,317.00; Mitchell Baseball, Youth Baseball-\$6,000.00; Mitchell Convention & Visitors Bureau, May 2023 Funding-\$20,800.00; Mitchell Iron & Supply, Supplies-\$35.12; Mitchell Kiwanis Club, Youth Baseball-\$500.00; Mitchell Republic, Renewal-\$250.80; Mitchell School District, Utilities-\$1,772.16; Mitchell School District, Sports Authority Promotion-\$1,750.00; Mitchell United Way, United Way Deductions-\$224.50; Most Dependable Fountains, Maintenance-\$134.00; Motorola Solutions, Mobile upgrade-\$60,398.80; Mount Vernon School District, Contract Services-\$169.50; MTC Marine Student Fund, Maintenance-\$58.00; Muth Electric, Repair-\$22,515.78; Napa Central, Supplies-\$21.22; Newman Signs, Repair-\$6,493.06; Norby Golf Course Design, Improvements-\$21,000.00; North Central Seed, Supplies-\$675.00; Northwest Pipe Fittings, Supplies-\$32,171.94; Northwestern Energy, Utilities-\$65,453.53; O'Connor, Maintenance-\$402.97 ; Online Computer Library Center, Cataloging-\$378.90; One Source The Background, Background Checks-\$680.00; Overtime, Contract Services-\$2,232.00; Palace City Shrine Club, Corn Palace Games-\$36,174.50; Papa Murphy's Pizza, Supplies-\$262.27; Parkeon, Service Fee-\$65.00; Pepsi Cola, Supplies-\$6,160.66; Pioneer Manufacturing, Supplies-\$2,591.70; PKG Contracting, 2021-31 P.E. #11-\$669,660.53; Planning & Development District, 2019-33 P.E. #1-\$1,000.00; Porter Distributing, Supplies-\$164.75; Premier Pest Control, Pest Control-\$650.00; Public Health Laboratory, Lab Fees-\$60.00; Qualified Presort, Postage-\$245.09; Quality Cut Lawn & Tree Service, 2019-53R2 P.E. #8-2022-\$14,333.38; Runnings Supply, Supplies-\$601.65; S&M Printing, Supplies-\$221.45; Saga Communications of South Dakota, Advertising-\$513.00; Santel Communications, Utilities-\$106.16; Schumacher Elevator, Maintenance-\$226.80; South Dakota Department of Public Safety, Boiler Inspections-\$230.00; South Dakota Newspaper Services, Advertising-\$2,167.46; South Dakota Public Assurance Alliance, Auto Physical Damage-\$965.37; South Dakota Retirement System, Retirement Contributions-\$57,136.04; South Dakota Supplemental Retirement, Supplemental Retirement-\$3,727.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,408.50; South Dakota 811, April 2023 Services-\$259.35; Standard Insurance Company, Life Insurance-\$435.86; Staples, Supplies-\$349.07; Streicher's, Supplies-\$109.97; Sturdevants Auto Value, Supplies-\$2,355.76; Subway, Meals-\$15.98; Sun Gold Sports, Supplies-\$526.00; Teamsters Local No. 120, Union Dues-\$1,597.00; Teresa Matson, Reimbursement-\$20.99; Tessier's, Repair-\$7,185.91; The Abbey of the Hills, Bus Trip-\$330.00; The Dugout, Contract Services-\$1,036.00; Thomson Reuters West, Subscription-\$800.80; Thune True Value & Appliance, Supplies-\$182.69; TMA Stores, Repair-\$139.50; Traf-Sys, Supplies-\$240.00; Traffic Control, Supplies-\$472.00; Tyler Technologies, Supplies-\$250.00; Uline, Supplies-\$161.02; United Parcel Service-Store #4227, Postage-\$151.14; USA Bluebook, Supplies-\$674.53; Verizon Wireless, Utilities-\$757.14; Vern Eide Ford Lincoln, Supplies-\$554.19; Vernon Holding, Title Search-\$265.00; Walmart/Capital One, Supplies-\$101.21; Waterous, Maintenance-\$184.31; Watertown Wholesale, Parts-\$231.97; Wheelco Brake & Supply,

Supplies-\$1,530.09; Wholesale Electronics, Supplies-\$1.99; Zimco Supply, Supplies-\$15,700.00; Ellwein Brothers, Supplies-\$335.00; US Bank, Bond Payments-\$128,351.49.

Members present voting aye: Allen, Doescher, McCardle, Rice, Smith. Members present voting nay: none. Motion carried.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Jensen Capital and Development LLC for a conditional use permit to construct multi-family dwelling units located at 1303 South Ohlman Street, legally described as the East 625' of Lot X lying north of X-2 in the SE ¼ of the NE ¼ of Section 29, T 103 N, R 60 W of the 5th PM, City of Mitchell, Davison County, South Dakota. The property is zoned HB Highway Business District. Moved by McCardle, seconded by Rice, to postpone said application until June 20, 2023. Motion carried.

Moved by Smith, seconded by Allen, to set date for June 5, 2023 on the application of Arlen Schuh for a front yard variance of 0' vs 35' to replace a shed that was damaged due to a snowstorm located at 1511 West 5th Avenue, legally described as Lots 4 through 9 and vacated alley, Block 28, Home Park Original, Davison County, South Dakota. Motion carried.

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

HEARING:

It was advised that this is the date and time set for hearing on the application to transfer RL-5756 Retail (on-sale) Liquor License from Mitchell Hotel, LLC dba Ramada Inn, 1525 West Havens Avenue to Melissa Tuttle dba Love Every, LLC, 1525 West Havens Avenue. Notice of hearing has been given and affidavit of publication is on file. Moved by McCardle, seconded by Smith, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Allen, seconded by Rice, to approve the applications for renewal of Malt Beverage Licenses. Motion carried.

Moved by Smith, seconded by Allen, to approve the Special Event Permit for the Scrapper Guy for a Sound Pressure Level Speaker Stereo Competition on Sunday, June 4, 2023 with adjusted hours of 12:00 pm to 4:00 pm and receipt of insurance policy. Motion carried.

Moved by Rice, seconded by Allen, to approve four reserved parking signs, Monday-Friday 8am-5pm, in the city parking lot west of the Chamber building and removal of three-1 hour parking signs.

Members present voting aye: Allen, Doescher, Rice. Members present voting nay: McCardle, Smith. Motion carried.

Moved by McCardle, seconded by Rice, to approve Agreement #A2023-16, Reiersen and Millan Irrigation for twenty years commencing on January 1, 2023. Motion carried.

Moved by Smith, seconded by Rice, to approve Agreement #A2023-17, Jim River Ridge Farms Irrigation for twenty years commencing on January 1, 2023. Motion carried.

Moved by Allen, seconded by Rice, to approve Agreement #A2023-18, West End Bridge Maintenance BIG Grant for Polymer Chip Seal Project #2023-23 with Brosz Engineering in an amount not to exceed \$49,400.00. Motion carried.

Moved by Allen, seconded by McCardle, to approve Agreement #A2023-19, VirTower at Mitchell Municipal Airport for a flat fee of \$6,000.00 per year. Motion carried.

RESOLUTIONS:

Moved by Allen, seconded by Smith, to approve Resolution #R2023-32, Creating Tax Increment District 30 and Approving the Project Plan, as follows:

RESOLUTION R2023-32

A RESOLUTION PROVIDING FOR THE CREATION OF CITY OF MITCHELL TAX INCREMENTAL DISTRICT NUMBER THIRTY

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty (TID 30) and to define the district's boundaries; and

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

WHEREAS, the City of Mitchell Planning Commission held a hearing on May 8, 2023 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

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

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of May 15, 2023, the City of Mitchell Tax Incremental District Number Thirty (TID 30). TID 30 is legally described as follows:

Lots 1 through 13 and Lot A of Sharpstone Deuce Addition, in the W 1/2 of the S 1/2 of the SW 1/4 of the NW 1/4 of Section 9, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota, subject to easements, restrictions and reservations of record.

with a map showing said boundaries included in the Project Plan presented to Council on May 15, 2023.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 30 was held on May 8, 2023.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
 - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
 - b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 30;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 30 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 30 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 30 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.

6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Thirty Fund (TID 30 Fund).
7. All tax increments collected pursuant to TID 30 shall be deposited into the TID 30 Fund.
8. All funds in the TID 30 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
10. The project plan is on file with the City of Mitchell Finance Officer.
11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Rice, to approve Resolution #R2023-33, Plat of Tract 2 in the West 626.84 feet of Lot 5 of Crane's Addition, in the SE ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2023-33

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 8th day of May, 2023; and

WHEREAS, it appears from an examination of the plat of TRACT 2 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE ¼ OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of TRACT 2 IN THE WEST 626.84 FEET OF LOT 5 OF CRANE'S ADDITION, IN THE SE ¼ OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Smith, seconded by Rice, to approve Resolution #R2023-34, Plat of Lots 42, 43, and 44 of the Island First Addition, as follows:

RESOLUTION #R2023-34

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 8th day of May, 2023; and

WHEREAS, it appears from an examination of the plat of LOTS 42, 43 AND 44 OF THE ISLAND FIRST ADDITION, A SUBDIVISION OF THE SE ¼ OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL , DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOTS 42, 43 AND 44 OF THE ISLAND FIRST ADDITION, A SUBDIVISION OF THE SE ¼ OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL , DAVISON COUNTY, SOUTH DAKOTA as prepared by Paul J. Reiland, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Rice, seconded by McCardle, to approve Resolution #R2023-35, Plat of Lots 2-B, 2-C, and 2-D, a subdivision of Lot 2 in the NE ¼ of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2023-35

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 8th day of May, 2023; and

WHEREAS, it appears from an examination of the plat of LOTS 2-B, 2-C AND 2-D, A SUBDIVISION OF LOT 2 IN THE NE ¼ OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOTS 2-B, 2-C AND 2-D, A SUBDIVISION OF LOT 2 IN THE NE ¼ OF SECTION 33, T 103

N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Rice, seconded by Allen, to approve Resolution #R2023-36, Updating the City of Mitchell Comprehensive Plan, as follows:

RESOLUTION #R2023-36

WHEREAS, The Mitchell City Council, through a cooperative effort with the Mitchell Planning Commission, the Davison County Planning Commission, and the Davison County Commission, has developed and proposes to adopt a Comprehensive Development Plan; and

WHEREAS, The City of Mitchell is required by South Dakota Codified Law to adopt a Comprehensive Plan prior to amending or adopting a zoning ordinance; and

WHEREAS, The City of Mitchell has certified the accuracy of the proposed document with the City Attorney prior to proceeding with the adoption proceedings; and

WHEREAS, The proposed plan will enable the Mitchell Planning Commission and City Council to guide the future land use within the city limits of, and extraterritorial areas as allowed by SDCL 11-6, and allow for the enforcement and amendment of other land use regulations.

WHEREAS, the Mitchell Planning Commission held a hearing and recommended adoption of the Comprehensive Plan on March 13, 2023, the City Council held discussion on the Comprehensive Plan on April 17, 2023 and May 1, 2023, and the City Council held a final hearing on the Comprehensive Plan on May 15, 2023 after publishing notice as required by law.

NOW THEREFORE, BE IT RESOLVED, that the Mitchell City Council hereby adopts the Davison County Comprehensive plan pursuant to SDCL 11-6-18 and calls for the publication of a summary and notice of adoption pursuant to SDCL 11-6-18.2.

Motion carried and resolution declared duly adopted.

Moved by Rice, seconded by Smith, to approve Resolution #R2023-37, Award Engineering Services to Helms Engineering for Airport RFP, as follows:

RESOLUTION #R2023-37

A RESOLUTION APPROVING HELMS AND ASSOCIATES FOR ENGINEERING SERVICES FOR THE CITY OF MITCHELL MUNICIPAL AIRPORT, SD

WHEREAS the South Dakota Department of Transportation requires the City to select an engineering consultant every five years for engineering services; and

WHEREAS the City of Mitchell has followed all South Dakota Department of Transportation requirements for such selection; and

WHEREAS Helms and Associates was the only firm to respond to such request for services.

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that Helms and Associates shall be selected to perform engineering services for the term of five years at the City of Mitchell Municipal Airport.

Motion carried and resolution declared duly adopted.

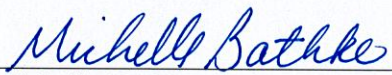
EXECUTIVE SESSION:

Moved by Rice, seconded by McCardle, to go into Executive Session as permitted by SDCL 1-25-2(4) Negotiations. Motion carried.

Mayor Everson declared the board out of executive session at 7:30 p.m. and the City Council to reconvene in regular session at 7:31 p.m.

ADJOURN:

There being no further business to come before the meeting, Mayor Everson adjourned the meeting.


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
May 8, 2023

1. Call to Order

Chairperson Larson called the May 8, 2023 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

Quorum is met, simple majority vote required for all items.

Present: Doescher, Jirsa (telephonically), Larson, Osterloo, Sonne.

Absent: Genzlinger, Penney, Schmitz.

Staff Present: Ellwein, Hegg, Jenniges, J Johnson, Schroeder.

3. Declaration Of Conflicts Of Interests

Sonne on item #10.

4. Approve Agenda

Motion by Osterloo, seconded by Jirsa to approve the proposed agenda. Roll call vote:

Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

5. Approval of Previous Minutes: April 24, 2023

Motion by Osterloo, seconded by Jirsa to approve the proposed minutes of the April 24, 2023 Planning Commission meeting. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

6. Schedule Next Meeting: May 22, 2023

Motion by Osterloo, seconded by Sonne to set the date for the next Planning Commission meeting for May 22, 2023. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

7. Plat: Tract 2 in the West 626.84 feet of Lot 5 of Crane's Addition, in the SE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Ronald & Michele Riggs

Jenniges explained this is located in the ETJ and zoned Urban Development. The County Planning Commission has approved the plat and the County Commission will hear it tomorrow.

The applicant is parceling off the lot for another residential dwelling to be built. The applicant was not present to answer questions.

Motion by Jirsa, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

8. Plat: Lots 42, 43 and 44 of the Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Maui Farms Inc

Jenniges explained these three lots are following the master plan. The applicant was present to answer questions.

Motion by Jirsa, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

9. Plat: Lots 2-B, 2-C and 2-D, a subdivision of Lot 2 in the NE 1/4 of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by JVN Properties LLC

Jenniges explained this is located within the ETJ and the county will hear it at their June meetings. The applicant is platting some land to sell to the new owners. Lot 2-B is next to Jeff Hepplers and he has a shed on it. Lot 2-C there are no plans right now as most of it is in floodplain, but without platting it there would have been a gap in the original lot 2. Lot 2-D is being sold to the new owners of James Valley Nursery for them to continue to use for their business. There is an ingress/egress easement along the west side of Stange's property, so there are no land locked parcels. The applicant was not present to answer any questions.

Motion by Jirsa, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

10. Conditional Use Permit: Jensen Capital and Development LLC

Jensen Capital and Development LLC has applied for a conditional use permit to construct Multi-Family Dwelling Units, located at 1303 S Ohlman St, legally described as the E625' of Lot X Lying North of X-2 in SE ¼ of NE 1/4 of Section 29, T 103 N, R 60 W of 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned HB Highway Business District.

Jenniges explained that due to a lack of a quorum this item will be postponed to a later date and no action will be taken.

11. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #30

J Johnson gave a brief history of the process so far to get to this step. The TIF can be approved under affordable housing. The TIF will cover the cost of the infrastructure. City staff reviewed the TIF and worked with the developer for accurate cost breakdowns. This TIF meets the requirements of the city TIF handbook and also state law.

Don Petersen, representing Sharpestone Deuce LLC, stated they have sent the TIF to the Department of Revenue and have received preliminary approval from them. He also referenced a study done by Augustana University that the City of Mitchell needs between 32 and 42 new homes for workforce housing a year. This TIF is for affordable housing for retirement aged people to move into and open up the houses they were previously living in.

Schroeder noted Public Works has looked through all the plans and approved them. The road will be privately owned and maintained. The utilities will be installed by the developer and turned over to the city. The City of Mitchell will enter into a developers' agreement prior to building permits being issued.

Motion by Larson, seconded by Jirsa, to set the boundaries for TIF District #30 to include the following:

LOTS 1 THROUGH 13 AND LOT A OF SHARPSTONE DEUCE ADDITION, IN THE W ½ OF THE S ½ OF THE SW ¼ OF THE NW ¼ OF SECTION 9, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

Motion by Osterloo, seconded by Jirsa to approve the project plan and recommend approval of TIF District #30. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

12. Other Business:

None.

13. Public Input:

None.

14. Adjourn

Chairperson Larson adjourned the meeting at 12:16 P.M.



Jay A. Larson
Planning Commission Chairperson

Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
May 22, 2023

1. Call to Order

Chairperson Larson called the May 22, 2023 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

Quorum is met, simple majority vote required for all items.

Present: Doescher, Genzlinger, Jirsa, Larson, Osterloo, Sonne.

Absent: Penney, Schmitz.

Staff Present: Dammann, Ellwein, Mayor Everson, Hegg, Jenniges, J Johnson, Schroeder.

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: May 8, 2023

Motion by Osterloo, seconded by Sonne to approve the proposed minutes of the May 8, 2023 Planning Commission meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: June 12, 2023

Motion by Jirsa, seconded by Genzlinger to set the date for the next Planning Commission meeting for June 12, 2023. All present voting aye; motion carried.

7. Variance Permit: Arlen Schuh

Arlen Schuh has applied for a front-yard setback variance permit 0 feet vs 35 feet to replace a shed that was damaged due to a snow storm, located at 1511 W 5th Ave, legally described as Lots 4 thru 9 and vacated alley, Block 28, Home Park Original, Davison County, South Dakota. The said real property is zoned TWC Transportation Warehousing and Commercial District.

Jenniges explained notice was mailed out to neighbors, sign posted and a public notice published in the official newspaper. There were two responses in favor of the variance.

Jenniges explained the prior building was damaged during a snow storm and due to the extent of the damage it was torn down. Section 10-10-5 Damage and Destruction states that anything damaged over 75% has to come into compliance when rebuilt unless a variance is approved.

The applicant was present to answer questions.

The applicant said it would cost him an extra \$20,000 to move the location to be in compliance with the ordinance. He would have to pour more concrete, rework plumbing and move the septic tank. The building was built about 75 years ago.

Genzlinger questioned the layout of the building in regards to height and doors and the applicant responded that it will be the same layout as the old building, just a new one to replace the damaged building.

Motion by Genzlinger, seconded by Jirsa to recommend approval of the variance. All present voting aye; motion carried.

8. Plat: Lot B of M. and S. Müller's First Addition, a subdivision of the NE 1/4 of the NW 1/4 of Section 32, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Darwin Müller

Jenniges explained this is outside the city limits but within the ETJ, so it's still city's zoning jurisdiction. The county will hear this plat at their June meeting. The applicant is doing some estate planning by parceling off the farmstead from the farm ground. There are no access issues with this plat. The applicant was not present to answer any questions.

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

9. Plat: Lot 1, Block 5 of Circle K Ranch Second Addition, a subdivision of the South 1/2 of the NE 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by 4K Land Group LLC

Jenniges explained this is outside the city limits but within the ETJ, so it's still the city's zoning jurisdiction. The county will hear this plat at their June meeting. The applicant is parceling off acres to sell for a single family dwelling. There is an access easement off of Alex Court to get to the remainder of the land in the quarter. The applicant was present to answer any questions.

Tonya Klingaman stated they had already talked to Davison County Highway Department about an approach to the residence off of 407th Ave and that had been approved.

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

10. Plat: Lot 2-AB of Circle K Ranch Third Addition, a subdivision of Government Lots 3, 4 and 5, the SE 1/4 of the NW 1/4, and the West 1/2 of the NE 1/4, all in Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by 4K Land Group LLC and Darren Reasy

Jenniges explained this is outside the city limits but within the ETJ, so it's still the city's zoning jurisdiction. The county will hear this plat at their June meeting. Reasy owns the front 8.69 acres and is purchasing roughly 5 acres to the east from 4K Land Group LLC. This does create a land locked parcel to the north but there is an easement on the east side of this new parcel to allow for access to the north landlocked parcel. One of the applicants was present to answer any questions.

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

11. Plat: Tract 1 of Charles & Diana, Land & Cattle Addition, in the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by 4K Land Group LLC

Jenniges explained this is outside the city limits but within the ETJ, so it's still city's zoning jurisdiction. The county will hear this plat at their June meeting. Goldammer's are purchasing the land from 4K Land Group LLC. There is an aces easement along the north side of the new plat for access to the remaining quarter. The applicant was present to answer any questions.

Jenniges also explained the owners certificate is incorrect on the plat that was provided in the packet but has received the corrected page. Kleve and Tonya Klingaman are still the owners but under the 4K Land Group LLC, not as individuals.

Motion by Genzlinger, seconded by Osterloo to approve the amended plat. All present voting

aye; motion carried.

12. Other Business:

Jenniges presented the proposed agenda for the upcoming South Dakota Planners Association meeting to the board that will take place in October in Mitchell and asked the board members to let him know if they were going to attend so he could get them registered.

13. Public Input:

None.

14. Adjourn

Chairperson Larson adjourned the meeting at 12:16 P.M.

Jay A. Larson
Planning Commission Chairperson

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Park and Rec	Date Submitted:	06/05/2023
Budget line # to be supplemented:	201-45160-42500	Budget line description:	Repair and Maintenance Cadwell
Supplemental amount requested:	\$500	Submitted by:	Kevin Nelson

Describe the need for the supplemental funds:

A donation was made to cover a portion of an unbudgeted requested facility improvement. These dollars were deposited into a donations account so are being requested to be transferred to the related expense account.

Is this a re-appropriation of a previous year's budget?

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

Explain why the re-appropriation was not accomplished in the previous fiscal year's budget.

N/A - not budgeted

Is this an automatic supplement request due to grant funds or other unanticipated revenue received?

☒ yes ☐ no

Amount of funds received:

Funds received from:

Explain the impact of waiting until the next fiscal year to budget for this item:

N/A - expense already incurred

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Grant funding was received from the State Department of Health, and this is to supplement the account which has incurred the related expenditure.

Is this a re-appropriation of a previous year's budget?

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

Explain why the re-appropriation was not accomplished in the previous fiscal year's budget.

Is this an automatic supplement request due to grant funds or other unanticipated revenue received?

☒ yes ☐ no

Amount of funds received:

Funds received from:

Explain the impact of waiting until the next fiscal year to budget for this item:

N/A - the grant dollars were received for 2023 programming and related expenditures.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Park and Rec	Date Submitted:	06/05/2023
Budget line # to be supplemented:	201-45140-42200	Budget line description:	Rec Center Professional Services
Supplemental amount requested:	\$1150	Submitted by:	Kevin Nelson

Describe the need for the supplemental funds:

Grant funding was received from the State Department of Health, and this is to supplement the account which has incurred the related expenditure.

Is this a re-appropriation of a previous year's budget?

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

Explain why the re-appropriation was not accomplished in the previous fiscal year's budget.

N/A

Is this an automatic supplement request due to grant funds or other unanticipated revenue received?

☒ yes ☐ no

Amount of funds received:

Funds received from:

Explain the impact of waiting until the next fiscal year to budget for this item:

N/A - the grant dollars were received for 2023 programming and related expenditures.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Grant funding was received from the State Department of Health, and this is to supplement the account which has incurred the related expenditure.

Is this a re-appropriation of a previous year's budget?

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

Explain why the re-appropriation was not accomplished in the previous fiscal year's budget.

Is this an automatic supplement request due to grant funds or other unanticipated revenue received?

☒ yes ☐ no

Amount of funds received:

Funds received from:

Explain the impact of waiting until the next fiscal year to budget for this item:

N/A - the grant dollars were received for 2023 programming and related expenditures.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:
Budget line # to be supplemented: Budget line description:
Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Insurance reimbursements for repairs on patrol vehicle.

Is this a re-appropriation of a previous year's budget?

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

Explain why the re-appropriation was not accomplished in the previous fiscal year's budget.

Is this an automatic supplement request due to grant funds or other unanticipated revenue received?

☒ yes ☐ no

Amount of funds received:

Funds received from:

Explain the impact of waiting until the next fiscal year to budget for this item:

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:
Budget line # to be supplemented: Budget line description:
Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Reimbursement for narcan cases from grant funds.

Is this a re-appropriation of a previous year's budget?

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

Explain why the re-appropriation was not accomplished in the previous fiscal year's budget.

NA

Is this an automatic supplement request due to grant funds or other unanticipated revenue received?

☒ yes ☐ no

Amount of funds received:

Funds received from:

Explain the impact of waiting until the next fiscal year to budget for this item:

NA

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 5-12-23

Organization: Twin Rivers Old Iron Assoc. Delmont, SD

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

☐ Chartered veterans' organization	☐ Religious organization
☐ Charitable organization	☐ Educational organization
☐ Fraternal organization	☒ Local civic or service club
☐ Political party	☐ Volunteer fire department
☐ Political action committee or political committee on behalf of any candidate for a political office	

Contact Information:

Name: Dan Fechner

Address: 618 S Iowa St.

Phone #: 605-770-0173

Email: dfechner@mitchell-telecom.net

501(c) 3 – (Non-Profit): yes ☒ no ☐ eligible ☐

Dates of Ticket Sales: 6-12-23 to 9-10-23

Date of Raffle Drawing: 9-10-23

Value of Raffle Prize: pedal tractor or \$500 beef bucks

Proceeds Benefitting: Twin Rivers Old Iron Assoc

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

Date Received: 5-12-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 5/19/23

Organization: Mitchell Masonic Building association

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

☐ Chartered veterans' organization	☐ Religious organization
☐ Charitable organization	☐ Educational organization
☒ Fraternal organization	☐ Local civic or service club
☐ Political party	☐ Volunteer fire department
☐ Political action committee or political committee on behalf of any candidate for a political office	

Contact Information:

Name: Dustin Knutson

Address: 112 E 5th Ave

Phone #: (605) 630-0463

Email: DustKnut@gmail.com

501(c) 3 – (Non-Profit): yes ☒ no ☐ eligible ☐

Dates of Ticket Sales: 6/20/23

Date of Raffle Drawing: 9/1/23

Value of Raffle Prize: 8000-10,000

Proceeds Benefitting: Building - Mitchell Masonic temple

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

Date Received: 5/19/23

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: MAY 30 2023

Organization: DAVISON COUNTY DEMOCRATS

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

☐ Chartered veterans' organization	☐ Religious organization
☐ Charitable organization	☐ Educational organization
☐ Fraternal organization	☐ Local civic or service club
☒ Political party	☐ Volunteer fire department
☐ Political action committee or political committee on behalf of any candidate for a political office	

Contact Information:

Name: DAVE MITCHELL

Address: 621 South Duff

Phone #: 999-8435

Email: DMITCHEL@DWC.EDU

501(c) 3 – (Non-Profit): yes ☐ no ☒ eligible ☐

Dates of Ticket Sales: ~~APPROXIMATE~~ 6/30/23 APPROXIMATE DATE - 10/23/23

Date of Raffle Drawing: 10/23/23

Value of Raffle Prize: \$100, \$50, \$50

Proceeds Benefitting: PARTY CANDIDATES

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

Date Received: 5/30/23

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Declare Item Surplus to be Sold on Purple Wave-Park-Sports Complex		
Explanation/Background of Agenda Item Requested:	The Park-Sports Complex Department request to surplus the following items: 1. Drake Field Daktronics Scoreboard. 2. Daktronics Scoreboard "H". 3. Daktronics Scoreboard "I". 4. Daktronics Scoreboard "J" 5. Daktronics Scoreboard "K" 6. Old Plow for Ranger.		

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Dan Pollreisz
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Declare Item Surplus to be Sold on Purple Wave-Fire/EMS		
Explanation/Background of Agenda Item Requested:	The Fire/EMS department is requesting that the following item be declared surplus property. The item will be listed on the city's Purple Wave online auction site. True Brand, 3 section commercial refrigerator		

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Special Event Permit for Corn Palace Stampede Rodeo Community Mixer on Tuesday, July 11th, 2023		
Explanation/Background of Agenda Item Requested:	The World's Only Corn Palace and Corn Palace Stampede Rodeo Committee are requesting a Special Event Permit for their annual Corn Palace Stampede Rodeo Community Mixer on Tuesday, July 11th, 2023, from 5:00 PM until 8:00 PM. The event will take place in the Corn Palace Plaza and parking lot directly south of the plaza. They will be grilling food and alcoholic and non-alcoholic beverages will be provided with the meal. Also, there will be DJ music on the Corn Palace Plaza Stage with event announcements made throughout the event. The permit application requests the following: • Parking Lot Closure • Noise Permit • Consumption Permit (\$500 fee) The Corn Palace Plaza parking lot has been requested to be closed from 2:00 PM until 8:00 PM. Corn Palace Staff and Stampede Rodeo personnel will supervise the event. Corn Palace Staff will open the requested closed parking lot at 8 PM or sooner, once the event concludes. Also, the Noise Permit and Consumption Permit request would be for the Corn Palace Plaza and parking lot directly south of the plaza. Please see the attached Special Event Permit Application, Parking Lot Closure Map, Consumption Permit Map, and Certificate of Liability Insurance Form for further information. Staff recommends City Council approval of the requested Special Event Permit as outlined in the attached application.		

Print**Special Event Permit Application - Submission #2623****Date Submitted: 5/17/2023**

Special Event Permit Application

Events that are open to the general public and take place within the public right-of-way; require closure of streets or parking lots, sound amplification, fireworks, or are located within a park, are coordinated through the special event application & permit process. Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event. To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

Event Name:*

Rodeo Community Mixer

Event Date:*

7/11/2023

Event Hours:*

5:00 PM

—

8:00 PM

Requests included in this application:*

- ☐ Road Closure
- ☒ Parking Lot Closure
- ☐ Parade Permit - with escort & closures (\$250 Fee)
- ☐ Parade Permit (\$50 fee)
- ☒ Noise Permit
- ☐ Fireworks Permit (\$50 fee)
- ☐ Special Event Liquor License (\$500 fee)
- ☒ Consumption Permit (\$500 fee)

Time Requested for Road Closure

mm/dd/yyyy

hh:mm am/pr

—

mm/dd/yyyy

hh:mm am/pr

Time Requested for Parking Lot Closure

7/11/2023

2:00 PM

—

7/11/2023

8:00 PM

Event Information:

Overall Event Description:*

The Corn Palace Stampede wishes to use the Corn Palace Plaza parking lot to grill food for the Community Rodeo Mixer. There will be music on the Plaza Stage and participants will gather in the lot and plaza for the event. Alcoholic and non-alcoholic beverages will be provided with the meal.

Please check all that apply:*

- ☐ This is a first time event.
- ☒ This event is open to the public.
- ☐ Admission will be charged.
- ☐ Vendor and / or participant fees are required.
- ☒ The event includes the sale or use of alcoholic beverages.
- ☐ Items and / or services will be sold at the event.
- ☒ The event will be held in a City Park or Facility.

Total anticipated attendance:*

500

Name of Group Sponsoring the Event:*

The World's Only Corn Palace

Is your organization a "Tax Exempt", non profit organization?*

- ☐ yes (please attach 501C Exemption Letter)
- ☒ no

501C Exemption Letter Attachment No file chosen**Event Application Contact Person:***

Doug Palace Greenway

Contact Person's Email:*

dgreenway@cornpalace.com

Phone Number: *

6059958427

Day of Event Contact Person:*

Doug Greenway

Contact Person's Email:*

dgreenway@cornpalace.com

Phone Number:*

6057700761

Facility Use, Route Map, and Impacted Areas

Please provide a detailed description of what facilities and equipment will be used/needed (including bleachers, picnic tables, water, electricity, etc.), and what closures are needed. Attach a copy of the Event Map with your application. The Event Map should show overall layout and setup locations of the following items: alcoholic concessions, beer gardens, food concessions, food prep areas, first aid facilities, trash containers/dumpsters, fencing/barriers/or barricades, sources of electricity/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

The plaza parking lot south of the plaza stage will be used. Request the lot be closed from 2 pm this day until 8 pm. Corn Palace staff will open the lot at 8 pm or sooner. The music on the stage will be provided by a DJ with event announcements made throughout the event. Corn Palace staff will support with audio equipment on the stage.

This event will include the use of:

* Any item(s) selected below needs to be reserved and fee submitted/collected to the respective City Department before application process can proceed.

- ☐ Indoor Park Shelter (\$117.15 Park & Rec Fee)
- ☐ Outdoor Park Shelter (\$58.58 Park & Rec Fee)
- ☒ City Facility or Other City Building
- ☐ Picnic Table Rentals (\$25/each/day- Park & Rec Fee)
- ☐ Bleacher Rentals (\$35/each/day- Park & Rec Fee)
- ☐ Electricity - Main Street Only (Confirm Fee with the Corn Palace)
- ☐ Water - Main Street Only (Confirm Fee with Corn Palace)

Safety, Security, and Accessibility

Please provide a detailed description of the safety, security, and parking plans for the event. Please describe your procedures for crowd control, internal security, and accessibility plans for individuals with disabilities, as well as what arrangements have been made for First Aid, and parking/shuttle plans to the special event.*

Corn Palace Staff and Stampede Rodeo personnel will supervise the event. No paid security is required. Bicycle Rack and signage will be used to keep alcohol within the boundaries of the parking lot and plaza. It is open to the public with no restrictions. Existing parking will exist around the Corn Palace Plaza area. Any emergencies will be handled by calling 911.

Noise Permits

Special events that cannot comply with Mitchell City Code Title 5, Chapter 5, Noise Control; are required to obtain a noise permit. MCC 5-5 can be found at: www.cityofmitchell.org/specialevents

Will Sound Amplification be used?*

- ☒ Yes
☐ No

What time will sound amplification be used?

5:00 PM — 8:00 PM

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☐ Yes
☒ No

When will sound checks be preformed?

hh:mm am/pr

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below. Fireworks permits require that the applicant provide a copy of a certificate of liability insurance coverage with a \$1,000,000 per occurrence coverage with the City of Mitchell must be listed as an additional insured.

Contact information for the person(s) in charge of firing the display:**Name****Address****City****State****Zip Code****Phone Number****Email Address****Date of Display**

mm/dd/yyyy

Time of Display

hh:mm am/ — hh:mm am/

Type of Fireworks

- ☐ Class B Explosive (special fireworks)
- ☐ Class C Common Fireworks

Exact Location of Display:**What are the width perimeter requirements?**

Insurance Requirements

Insurance for your event will be required before final permit approval. Special Events: you will need \$1,000,000 commercial general liability insurance. Liquor liability insurance is required if you are planning to sell alcoholic beverages at your event or facilities rental. A minimum of \$500,000 liquor liability is required. Fireworks Permits require \$1,000,000 of liability insurance per occurrence. All required insurance must name the "City of Mitchell, its officers, employees, and agents" as an additional insured. Insurance coverage must be maintained for the duration of this event.

I have the following coverages and will provide a copy of the Certificate showing the City of Mitchell as an additional insured as required above.*

- ☒ Special Event Permit: \$1,000,000 Commercial General Liability
- ☐ Special Event Liquor License: \$500,000 per occurrence
- ☐ Fireworks Permit: \$1,000,000 General Liability

Name of Insurance Company*

Acord

Agent's Name

Brea Baumgart

Policy Number

NPP8815092

Phone Number

605-996-3106

Affidavit of Applicant

By typing your name by each of the items below, you are providing your acknowledgement of the requirements listed.

I understand that this application is subject to Mitchell City Council approval. Any violations of the approved permits will be grounds for law enforcement to require the immediate termination of the event.*

Doug Greenway

I acknowledge and agree to allow the City of Mitchell to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the public notices and calendar of upcoming events in the City of Mitchell.*

Doug Greenway

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed special event and I understand that this application is made subject to the rules and regulations established by the City Council of Mitchell. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Mitchell.*

Doug Greenway

I am attaching the following items:

- ☐ Parade Route Map
- ☒ Road or Parking Lot Closure Map
- ☒ Event Map
- ☒ Certificate of Liability Insurance
- ☐ Certificate of Liquor Liability Insurance

Parade Route Map Attachment

Choose File No file chosen

Road or Parking Lot Closure Map Attachment

parking lot closure_community.jpg

Event Map Attachment

Choose File No file chosen

Certificate of Liability Insurance Attachment

community_kickoff_special event.pdf

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Action of City Council _____

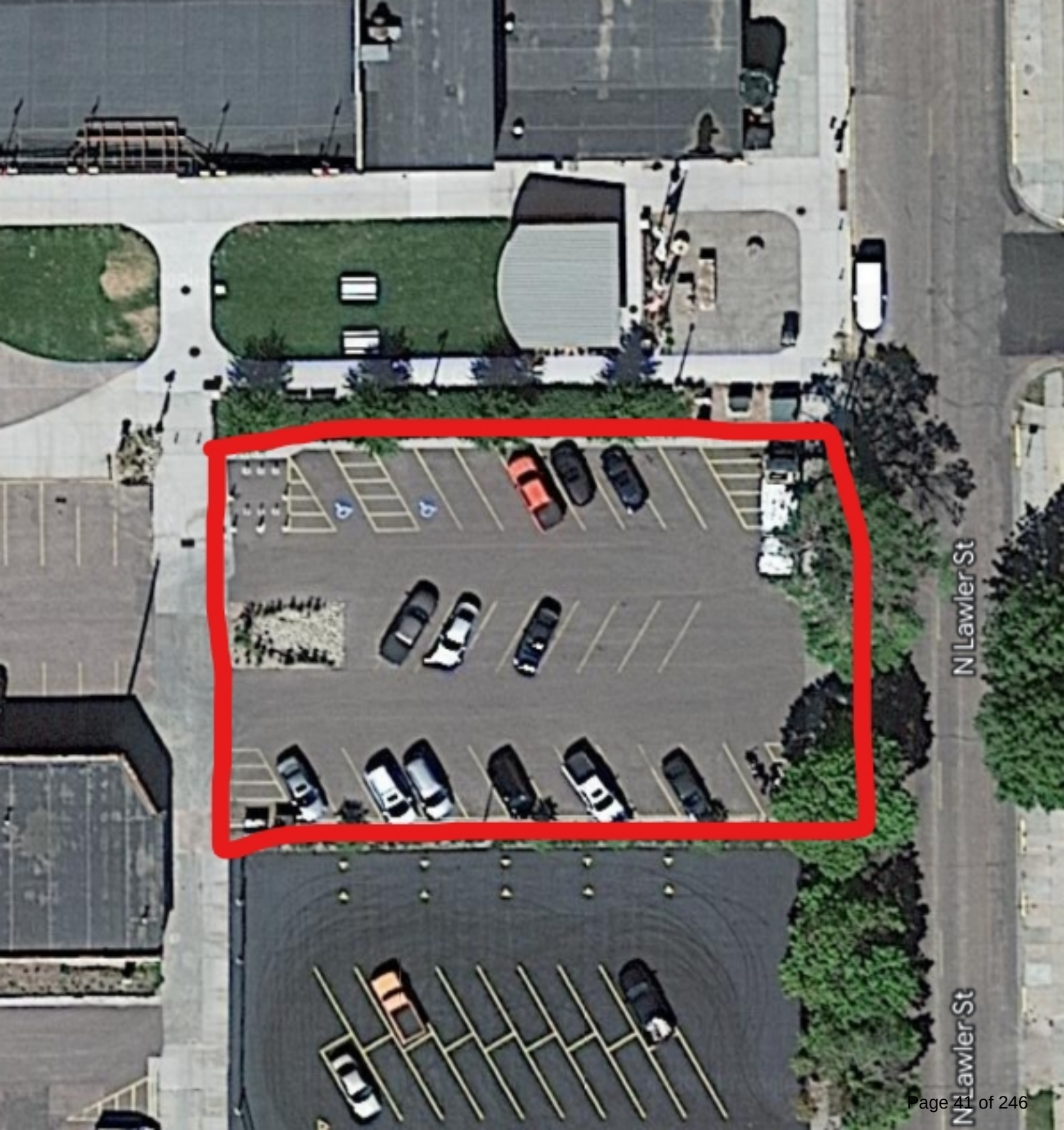
Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



N Lawler St

N Lawler St



E 6th Ave

E 6th Ave

521



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARTIN-TRUDEAU INSURANCE PO BOX 487 MITCHELL SD 57301 INSURED Corn Palace Stampede, Inc. PO BOX 177 MITCHELL SD 57301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Brea Baumgart</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 605-996-3106</td> <td>FAX (A/C, No): 605-996-7644</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: bbaumgart@juffer.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Western World Insurance Company</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Brea Baumgart		PHONE (A/C, No, Ext): 605-996-3106	FAX (A/C, No): 605-996-7644	E-MAIL ADDRESS: bbaumgart@juffer.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Western World Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** 20210323162032885 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☒	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐							MED EXP (Any one person)	\$ 5,000
			Y	N	NPP8815092	10/01/2022	10/01/2023	PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG	\$ 2,000,000
	☐	OTHER:							\$
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐	ANY AUTO						BODILY INJURY (Per person)	\$
	☐	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐								\$
		UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	☐	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐	DED ☐ RETENTION \$							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of insured for the Corn Palace Stampede Rodeo Committee Kick off at the Plaza July 11, 2023
 City of Mitchell Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Mitchell 612 N Main St Mitchell, SD 57301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Special Event Permit for Palace City Pre-Sturgis Party on Thursday, August 3, 2023		
Explanation/Background of Agenda Item Requested:	The City of Mitchell is requesting a Special Event Permit for the Palace City Pre-Sturgis Party on Thursday, August, 3rd, 2023, from 5:00 - 10:00 PM. The event has expanded to incorporate most of Main Street from 1st Ave. to 7th Ave., which will require road and parking lot closures, as well as, permit requests to assist with the success of the event. The Palace City Pre-Sturgis Party is partnered with Mitchell Main Street & Beyond: 1st Fridays, so there will be various vendors, food trucks, and other musical entertainment and events on Main Street. The permit application requests the following: • Road Closure • Parking Lot Closure • Parade Permit - with escort & closures (\$250 fee) • Noise Permit • Consumption Permit (\$500 fee) The road and parking lot closures have been requested to be closed from 3:00 to 10:00 PM. Road closures will consist of: 1st Ave. to 7th Ave. on Main Street, as well as, 5th Ave. from Lawler St. to Rowley St. and 2nd, 3rd, and 4th Ave. from west alley to east alley, and 6th Ave. west to alley. 1st Ave. and 7th Ave. will remain open for emergencies and community/pedestrian safety. Parking lot closures requested are: 2nd and Main parking lot, 5th and Main parking lot, Plaza/Scoreboard parking lot. Also, the Parade Permit will be for the motorcycle ride around Mitchell, which starts at 4:45 PM at Klock Werks and will end between 5:15 - 5:30 PM on Main Street in front of the Corn Palace. For this motorcycle ride, we are requesting a police escort - lead car and a 2nd car to assist in the safety of the ride. The Noise Permit will be from 5:00 - 10:00 PM with sound checks conducted prior to the event at 4:30 PM. The music entertainment will take place on the Corn Palace Plaza Stage. Finally, the Consumption Permit, which will allow alcoholic beverages to be carried within the closed area. Please see the attached Special Event Permit Application, Motorcycle Ride Route Map, Road and Parking Lot Closure Map, Pre-Sturgis Event Map, Certificate of Liability Insurance Form, Kids Zone Overlay Map, and Pre-Sturgis Schedule of Events.		

***We are requesting City Council to waive all fees for this annual, community event.**

Staff recommends City Council approval of the requested Special Event Permit as outlined in the attached application.

[Print](#)**Special Event Permit Application - Submission #2628****Date Submitted: 5/19/2023**

Special Event Permit Application

Events that are open to the general public and take place within the public right-of-way; require closure of streets or parking lots, sound amplification, fireworks, or are located within a park, are coordinated through the special event application & permit process. Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event. To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

Event Name:*

Palace City Pre-Sturgis Party

Event Date:*

8/3/2023

Event Hours:*

5:00 PM

—

10:00 PM

Requests included in this application:*

- ☒ Road Closure
- ☒ Parking Lot Closure
- ☒ Parade Permit - with escort & closures (\$250 Fee)
- ☐ Parade Permit (\$50 fee)
- ☒ Noise Permit
- ☐ Fireworks Permit (\$50 fee)
- ☐ Special Event Liquor License (\$500 fee)
- ☒ Consumption Permit (\$500 fee)

Time Requested for Road Closure

8/3/2023

3:00 PM

—

8/3/2023

10:00 PM

Time Requested for Parking Lot Closure

8/3/2023

3:00 PM

—

8/3/2023

10:00 PM

Event Information:

Overall Event Description:*

On Thursday, August 3rd, 2023, from 5 PM until 10 PM the City of Mitchell, Corn Palace, Mitchell Chamber/CVB, Mitchell Main Street & Beyond and their 1st Fridays on Main, Klock Werks, along with the many loyal partners are proud to host the annual Palace City Pre-Sturgis Party!

Palace City Pre-Sturgis Party is an annual gathering of motorcycle enthusiasts, as we hope to encourage a stop in Mitchell while on their way out to the Sturgis Bike Rally. Over the last couple years, the event has expanded to incorporate most of Main Street from 1st Ave. to 7th Ave. Because of this expansion, it will require some additional road and parking lot closures, as well as, permit requests to assist with the success of this event.

The Party will have entertainment on the Corn Palace Plaza Stage throughout the entirety of the event. Consistent with last year, there will be a motorcycle ride around Mitchell that starts at Klock Werks at 4:45 PM and will arrive between 5:15 PM - 5:30 PM on Main Street in front of the Corn Palace. For this motorcycle ride, we are requesting a police escort - lead car, and 2nd car to assist in the safety of the ride. C-Bear Stunts & the Concrete Cowboys will be performing three motorcycle stunt shows on Main Street from just north of 1st Ave. to 3rd Ave. Also, there will be a Classic Car Show & Shine on Main Street from 3rd Ave. to 5th Ave, along with the National Guard and other vendors aligned on 5th Ave.

Please see attached Event Map, Bike Route Map, and Schedule of Events.

This Party is partnered with Mitchell Main Street & Beyond: 1st Friday event, so there will be various vendors, food trucks, and other entertainment events on Main Street from just north of 1st Ave. to 7th Ave. Since 5th Ave. is closed for the event, 7th Ave. will remain open. Also, we request a consumption permit, which will allow alcoholic beverages to be carried within the closure area.

Please see attached Event Map and MMS&B: 1st Fridays Kids Zone map overlay.

Finally, we are requesting waiver of all fees for this annual, community event.

Please check all that apply:*

- ☐ This is a first time event.
- ☒ This event is open to the public.
- ☐ Admission will be charged.
- ☒ Vendor and / or participant fees are required.
- ☒ The event includes the sale or use of alcoholic beverages.
- ☒ Items and / or services will be sold at the event.
- ☒ The event will be held in a City Park or Facility.

Total anticipated attendance:*

5,000-7,000

Name of Group Sponsoring the Event:*

City of Mitchell, Corn Palace, Mitchell Chamber/CVB, Mitchell Main Street & Beyond, and Klock Werks

Is your organization a "Tax Exempt", non profit organization?*☒ yes (please attach 501C Exemption Letter)☐ no**501C Exemption Letter Attachment** No file chosen**Event Application Contact Person:***

Aaron Hieb

Contact Person's Email:*

ahieb@cityofmitchell.org

Phone Number: *

605-990-7942

Day of Event Contact Person:*

Doug Greenway

Contact Person's Email:*

dgreenway@cornpalace.com

Phone Number:*

605-770-0761

Facility Use, Route Map, and Impacted Areas

Please provide a detailed description of what facilities and equipment will be used/needed (including bleachers, picnic tables, water, electricity, etc.), and what closures are needed. Attach a copy of the Event Map with your application. The Event Map should show overall layout and setup locations of the following items: alcoholic concessions, beer gardens, food concessions, food prep areas, first aid facilities, trash containers/dumpsters, fencing/barriers/or barricades, sources of electricity/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

Closures would begin at 3 PM on the north side of 1st Ave. leaving 1st Ave. open for emergencies and community/pedestrian safety.

Street closures from 1st to the south side of 7th Ave. will allow for the parking of ATVs/UTVs, Classic Cars, Motorcycles and pedestrian traffic. As stated above, since 5th Ave. is a part of the road closure, 7th Ave. will remain open for emergencies and community/pedestrian safety. Additional street closures consist of: 5th Ave. closure from Lawler St. to Rowley St. and 2nd, 3rd, and 4th Ave. from west alley to east alley, and 6th Ave west to alley.

Parking lot closures begin at 3 PM and will consist of: 2nd and Main parking lot (southeast), 5th and Main parking lot (southeast), Plaza Parking lot and Scoreboard Parking.

With much success and positive feedback, we will continue, like last year, prior to the start of the event, to conduct a motorcycle ride around Mitchell that starts at Klock Werks and end point is in front of the Corn Palace, south of the bump crosswalk. (Please see attached route map).

This event will include the use of:

* Any item(s) selected below needs to be reserved and fee submitted/collected to the respective City Department before application process can proceed.

- ☐ Indoor Park Shelter (\$117.15 Park & Rec Fee)
- ☐ Outdoor Park Shelter (\$58.58 Park & Rec Fee)
- ☒ City Facility or Other City Building
- ☒ Picnic Table Rentals (\$25/each/day- Park & Rec Fee)
- ☒ Bleacher Rentals (\$35/each/day- Park & Rec Fee)
- ☒ Electricity - Main Street Only (Confirm Fee with the Corn Palace)
- ☐ Water - Main Street Only (Confirm Fee with Corn Palace)

Safety, Security, and Accessibility

Please provide a detailed description of the safety, security, and parking plans for the event. Please describe your procedures for crowd control, internal security, and accessibility plans for individuals with disabilities, as well as what arrangements have been made for First Aid, and parking/shuttle plans to the special event.*

We would partner with City of Mitchell Law Enforcement for security.

Corn Palace, Mitchell Chamber/CVB, Mitchell Main Street & Beyond, and Klock Werks staff and volunteers would assist with set-up and supervision of barriers for performances.

Signage would be placed around the closure area to inform about alcohol containment.

Adequate parking would still exist around the event area for attendees. Many of the attendees with qualifying vehicles would be parking on Main Street, as their vehicles would be driven to the event.

Noise Permits

Special events that cannot comply with Mitchell City Code Title 5, Chapter 5, Noise Control; are required to obtain a noise permit. MCC 5-5 can be found at: www.cityofmitchell.org/specialevents

Will Sound Amplification be used?*

- ☒ Yes
- ☐ No

What time will sound amplification be used?

—

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☒ Yes
- ☐ No

When will sound checks be preformed?

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below. Fireworks permits require that the applicant provide a copy of a certificate of liability insurance coverage with a \$1,000,000 per occurrence coverage with the City of Mitchell must be listed as an additional insured.

Contact information for the person(s) in charge of firing the display:

Name

Address

City

State

Zip Code

Phone Number

Email Address

Date of Display

mm/dd/yyyy

Time of Display

hh:mm am/ — hh:mm am/

Type of Fireworks

☐ Class B Explosive (special fireworks)

☐ Class C Common Fireworks

Exact Location of Display:

What are the width perimeter requirements?

Insurance Requirements

Insurance for your event will be required before final permit approval. Special Events: you will need \$1,000,000 commercial general liability insurance. Liquor liability insurance is required if you are planning to sell alcoholic beverages at your event or facilities rental. A minimum of \$500,000 liquor liability is required. Fireworks Permits require \$1,000,000 of liability insurance per occurrence. All required insurance must name the "City of Mitchell, its officers, employees, and agents" as an additional insured. Insurance coverage must be maintained for the duration of this event.

I have the following coverages and will provide a copy of the Certificate showing the City of Mitchell as an additional insured as required above.*

- ☒ Special Event Permit: \$1,000,000 Commercial General Liability
- ☐ Special Event Liquor License: \$500,000 per occurrence
- ☐ Fireworks Permit: \$1,000,000 General Liability

Name of Insurance Company*

South Dakota Public Assurance Alliance

Agent's Name

David Pfeifle

Policy Number

005

Phone Number

605-224-8654 (Option 2)

Affidavit of Applicant

By typing your name by each of the items below, you are providing your acknowledgement of the requirements listed.

I understand that this application is subject to Mitchell City Council approval. Any violations of the approved permits will be grounds for law enforcement to require the immediate termination of the event.*

Aaron Hieb

I acknowledge and agree to allow the City of Mitchell to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the public notices and calendar of upcoming events in the City of Mitchell.*

Aaron Hieb

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed special event and I understand that this application is made subject to the rules and regulations established by the City Council of Mitchell. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Mitchell.*

Aaron Hieb

I am attaching the following items:

- ☒ Parade Route Map
- ☒ Road or Parking Lot Closure Map
- ☒ Event Map
- ☒ Certificate of Liability Insurance
- ☐ Certificate of Liquor Liability Insurance
- ☒ Additional Document(s)

Parade Route Map Attachment

Motorcycle Ride Route.pdf

Road or Parking Lot Closure Map Attachment

Road and Parking Lot Closure Map.png

Event Map Attachment

2023 Pre-Sturgis Event Map.pdf

Certificate of Liability Insurance Attachment

Certificate of Liability Insurance Form.pdf

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document(s)

Kid Zone Map Overlay 2023.pdf

Additional Document(s)

Pre-Sturgis 2023 Schedule of Events.docx

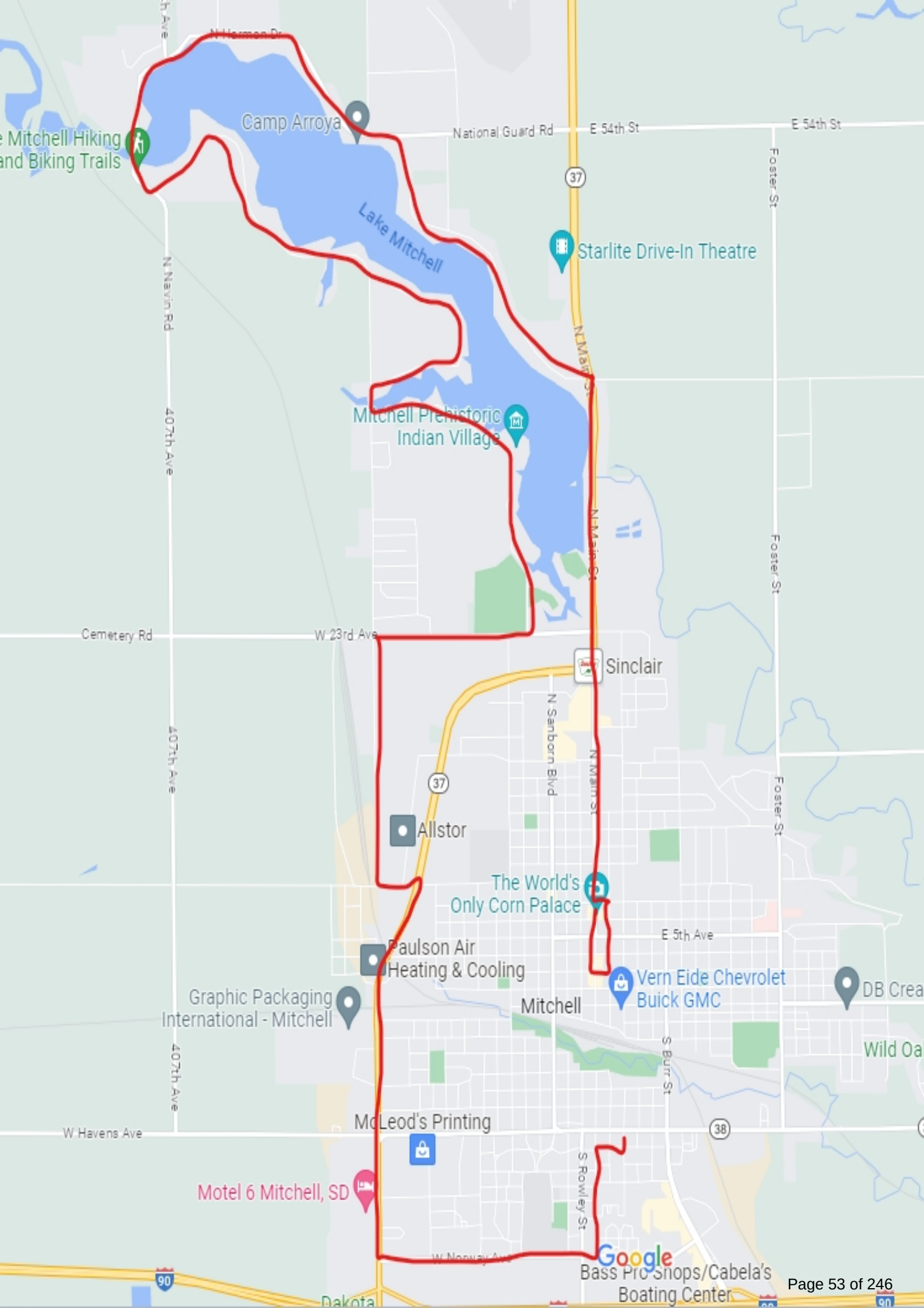
Action of City Council _____

Finance Officer_____
Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



Le Mitchell Hiking
and Biking Trails

Camp Arroya

Lake Mitchell

Mitchell Prehistoric
Indian Village

Starlite Drive-In Theatre

Sinclair

Allstor

The World's
Only Corn Palace

Paulson Air
Heating & Cooling

Vern Eide Chevrolet
Buick GMC

DB Crea

Wild Oa

Graphic Packaging
International - Mitchell

Mitchell

McLeod's Printing

Motel 6 Mitchell, SD

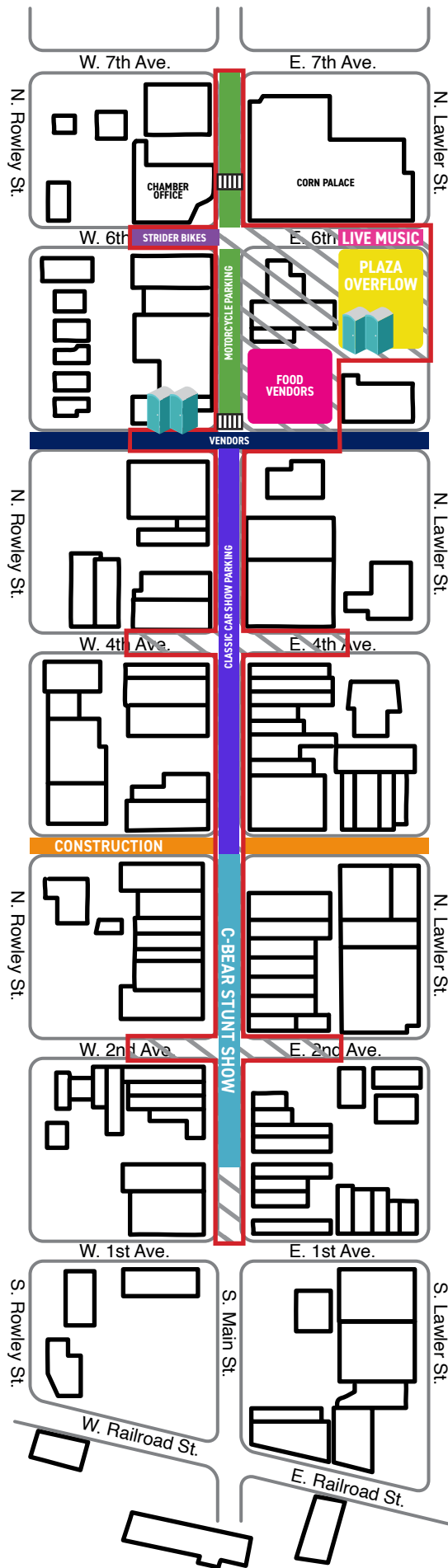
Google
Bass Pro Shops/Cabela's
Boating Center

Motorcycle Ride Route 2023

- E. Hackberry Ave. to S. Main St.
- S. Main St. to W. Norway Ave.
- W. Norway Ave. to S. Ohlman St.
- S. Ohlman St. to W. 8th Ave.
- W. 8th Ave. to N. Ohlman St.
- N. Ohlman St. to W. 23rd Ave.
- W. 23rd Ave. to Indian Village Rd
- Indian Village Rd to N. Ohlman St.
- N. Ohlman St. to S. Harmon Dr.
- S. Harmon Dr. to W. Harmon Dr.
- W. Harmon Dr. to N. Harmon Dr.
- N. Harmon Dr. to N. Main St. (Hwy 37)
- N. Main St. (Hwy 37) to E. 7th Ave.
- E. 7th Ave. to N. Lawler St.
- N. Lawler St. to E. 3rd Ave.
- E. 3rd Ave. to N. Main St.
- N. Main St. to in front of Corn Palace, south of crosswalk bump.

The World's
Only Corn Palace

Mitchell Public Library



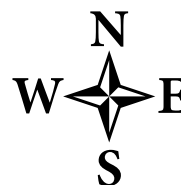
Portable Restrooms

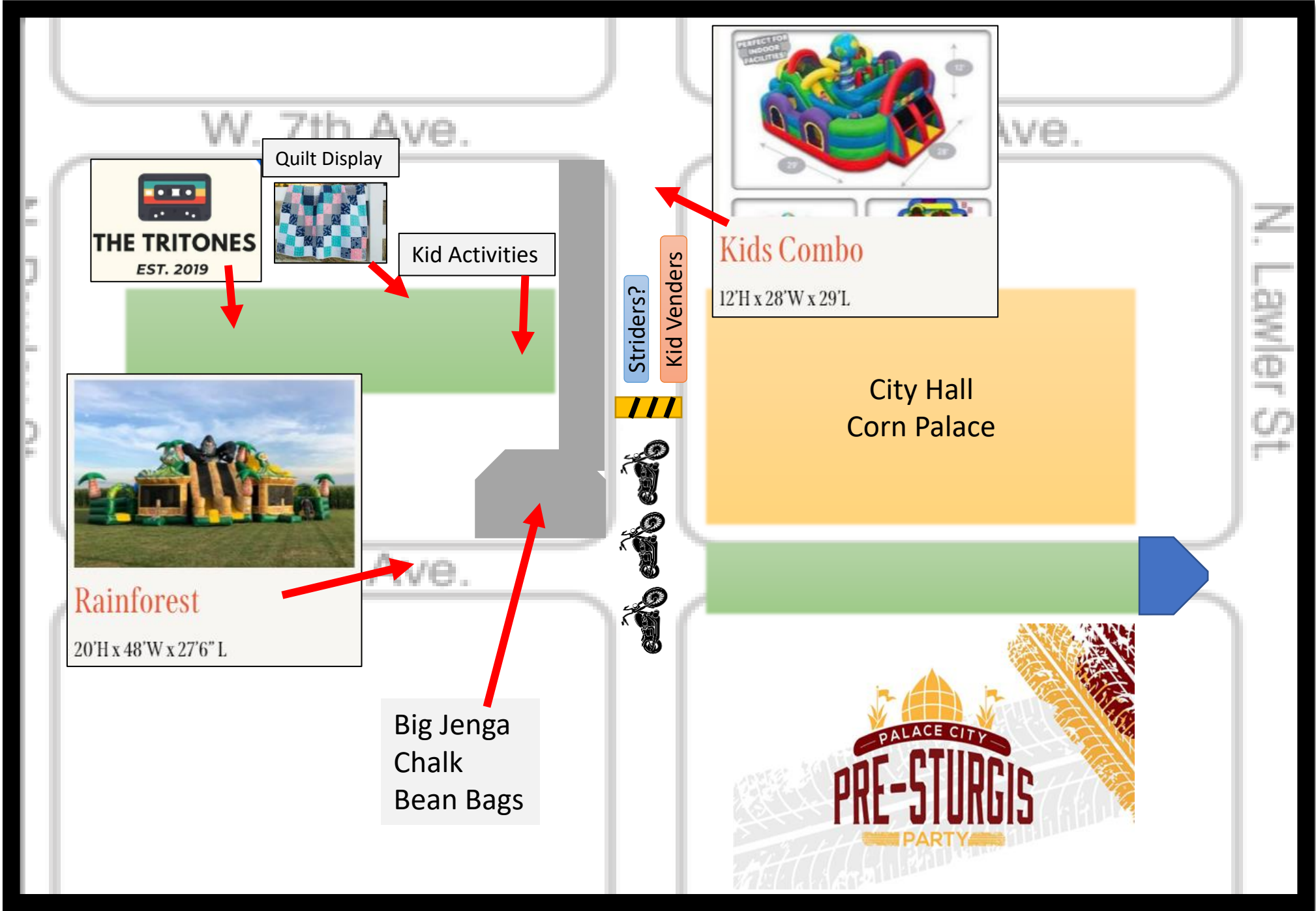


Crosswalk Area



Alcohol Boundary





Next Steps for MMSB:

- Plan to speak to EmBe, BFLF, & 401 Create for Kid Activities
- Show Mitchell/South Dakota Pride
- Woolworths Caramel Apples
- **Vender Charge?**
- **Food Truck Charge?**
- **Sponsorship Structure?**

Item	Cost
Kid Combo & Rainforest	\$1210
Generator	\$300
Tritones	\$0.00
Quilt Display	\$0.00

Palace City Pre- Sturgis Party 2023
Thursday, August 3rd
5 PM – 10 PM

Starts at 5:00 PM

- Motorcycle Ride: Kick stands up at Klock Werks at 4:45 PM, arrive on Main Street at the southside of the crosswalk bump between 5:15 - 5:30 PM
- Food Trucks:
 - Down by the VFW:
 - Ole Red's Eatery and Catering
 - Tommy's Quality Meats
 - Cheezy Noodlez Gourmet Mac & Cheeze
 - 5th & Main:
 - Farm Life Creamery
 - Schroeder's Snak Shak
 - Scotty D's
 - Big Daddy D's
 - Pestors "Mini Donuts"
- The Tri-Tones perform from 5:00 – 6:00 PM
- Car Show & Shine from 5:00 – 7:00 PM
- C-Bear Stunts & the Concrete Cowboys:
 - Two stunt shows prior to Tim Montana:
 - 5:15 – 6:00 PM
 - 6:30 – 7:15 PM
 - Third/Final show after Tim Montana
 - 9:30 - 10:00 PM
- Shelby Lee Lowe performs from 6:00 – 7:30 PM
- Car Show & Shine Awards at 7:30 PM
- Big Friend Little Friend Raffle Announcement at 7:45 PM
- Tim Montana performs from 8:00 PM – 9:15 PM
- C-Bear Stunts & the Concrete Cowboys final stunt show from 9:30 – 10:00 PM.

Ends at 10:00 PM

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

CERTIFICATE OF COVERAGE

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

NAME AND ADDRESS OF MEMBER: City of Mitchell

612 N. Main St., Mitchell, SD 57301

RISK SHARING/MEMBER NO.: 005

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

EFFECTIVE DATES	TYPE OF COVERAGE	LIMIT OF COVERAGE	
<u>1/01/2023 -</u> <u>1/01/2024</u>	Governmental General Liability		
	General Cvg	<u>\$3,000,000</u>	Each Occurrence
		<u>\$5,000</u>	Deductible Each Claim Including LAE
<u>1/01/2023 -</u> <u>1/01/2024</u>	Governmental Automobile Liability		
	General Cvg	<u>\$3,000,000</u>	Each Occurrence
		<u>\$0</u>	Deductible Each Claim Including LAE
<u>1/01/2023 -</u> <u>1/01/2024</u>	Municipal Property		
	Buildings - Blanket Coverage	<u>\$117,218,575</u>	<u>\$5,000</u> Deductible
	Contents - Blanket Coverage	<u>\$15,087,335</u>	<u>\$5,000</u> Deductible

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

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Mitchell

612 N. Main St.

Mitchell, SD 57301

DATE ISSUED: 2/16/2023

David A. Pfeiffer

Authorized Representative

South Dakota Public Assurance Alliance
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

May 22, 2023

TO: MAYOR & CITY COUNCIL

RE: On Road & Off-Road Diesel Fuel & Unleaded Gasoline

Howes Oil Company Inc.

On Road Diesel- #2	1500	1500	\$2.940	\$4,410.00*
Unleaded Gas-10% Ethanol	6000	6000	\$2.795	\$16,770.00*
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
Total:				\$21,180.00*

Vollan Oil

On Road Diesel- #2	1500	1500	2.9295	\$4,394.25
Unleaded Gas-10% Ethanol	6000	6000	\$2.856	17,136.00
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
Total:				\$21,530.25

Howes Oil was the low quote for the items marked with asterisk. They were awarded the quote.



Sincerely,
Kevin Roth
Street & Sanitation Superintendent

cc: Howe's Oil Company
Vollan Oil

PAY ESTIMATES FOR JUNE 5, 2023

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#19	\$ 32,323.48		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#20	\$ 913.50	\$ 792,434.10	\$ 1,462,687.34
H&W Contracting, LLC	#2021-3 West Side Water Tower-Schedule B	#1	\$ 454,594.50	\$ 454,594.50	\$ 547,331.00
SPN & Associates	#2021-3 West Side Water Tower	#13	\$ 6,107.80	\$ 37,537.50	\$ 99,813.60
Wetlands America Trust, Inc.	#2021-18 Firesteel Ducks Unlimited	#2	\$ 140,475.00	\$ 253,425.00	\$ 253,425.00
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-13	\$ 48,065.25	\$ 376,918.40	\$ 767,500.00
H&W Contracting, LLC	#2021-25 Livesay Lane Utility Improvements	#1	\$ 289,549.80	\$ 289,549.80	\$ 1,123,820.20
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#26	\$ 36,826.01	\$ 1,346,628.49	\$ 1,751,150.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#8	\$ 1,818.50	\$ 42,034.40	
SPN & Associates	#2021-45 Highway #37 Utility Design-water	#15	\$ 2,443.75		
SPN & Associates	#2021-45 Highway #37 Utility Design-sewer	#16	\$ 897.50	\$ 38,171.55	\$ 57,000.00
Schemmer Associates	#2021-50 Rec. Fitness Room-Phase II	#19	\$ 486.43		
Schemmer Associates	#2021-50 Rec. Fitness Room-Phase II	#20	\$ 110.00	\$ 34,292.61	\$ 34,160.00
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#9	\$ 1,262.50	\$ 60,455.59	\$ 97,620.00
SPN & Associates	#2022-23 South Lake Estates Development	#9	\$ 971.25	\$ 92,564.35	\$ 340,000.00
SDDOT-Finance & Management	#2022-36 Canal Bridge on Harmon Drive	#4	\$ 2,805.65	\$ 6,099.03	\$ 13,740.00
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#5	\$ 8,075.00	\$ 28,502.50	\$ 86,700.00
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#2	\$ 5,927.80	\$ 19,161.55	\$ 110,000.00
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#3	\$ 5,635.08	\$ 13,013.87	\$ 42,900.00
	TOTALS		\$ 1,039,288.80	\$ 3,885,383.24	\$ 6,787,847.14

Prepared by Deb Hanson-Sudbeck

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04015	CORN PALACE					
		I-MIT05102023	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	197393	14.75
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2466030423	101-41110-42300	LEGAL PUBLICA ACCT #MP246603-LEGALS	197412	798.36
DEPARTMENT 1110 CITY COUNCIL					TOTAL:	813.11

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09703	AMAZON CAPITAL SERVICES					
		I-1PXD-PMLN-14LC	101-41220-42600	SUPPLIES & MA WIRELESS MOUSE	197358	75.98
DEPARTMENT 1220 CITY ADMINISTRATOR						TOTAL: 75.98

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00017	SD JAMBOREE					
		I-2622	101-41230-42920	SPORTS AUTHOR SD USBC JAMBOREE	197506	3,000.00
01-10514	BEERS & GEARS MTN BIKE					
		I-2610	101-41230-42920	SPORTS AUTHOR BEERS & GEARS BIKE RACE	197372	2,000.00
DEPARTMENT 1230 ADMINISTRATIVE BOARDS TOTAL:						5,000.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01590	MCLEOD'S PRINTING					
		I-67675	101-41300-42900	ELECTION PENS	197450	2.99
01-03678	INTERSTATE OFFICE PRODU					
		I-01DY8152	101-41300-42900	ELECTION MARKERS,TOWELETTES,ENVELOPES	197433	14.79
DEPARTMENT 1300 ELECTION						TOTAL: 17.78

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10550	CADWELL SANFORD DEIBERT					
		I-05092023	101-41410-42200	PROFESSIONAL INDOOR POOL	197382	120.00
DEPARTMENT 1410 ATTORNEY'S OFFICE						TOTAL: 120.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01590	MCLEOD'S PRINTING					
		I-67330	101-41420-42620	CHECKS, RCPTS LASER CHECKS	197450	489.90
01-02790	SUN GOLD SPORTS LLC					
		I-20748	101-41420-42650	UNIFORMS JANSEN EMBROIDERY	197516	30.00
01-05955	MARILYN JANSEN					
		I-05222023	101-41420-42650	UNIFORMS JANSEN LOGOD UNIFORMS	197436	109.92
DEPARTMENT 1420 FINANCE						TOTAL: 629.82

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00483	COUNTY FAIR					
		I-7741	101-41440-42600	SUPPLIES & MA COOKIES	197394	23.57
01-02766	OSTER CONSULTING					
		I-1045	101-41440-42230	EMPLOYEE ASSI PROFESSIONAL DEVELOPMENT SEMIN	197479	6,500.00
01-04015	CORN PALACE					
		I-MIT05162023	101-41440-42600	SUPPLIES & MA WATER,SODA,POPCORN	197393	154.00
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00098438-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS	197366	2,893.00
01-06352	AVERA HEART HOSPITAL OF					
		I-03142023	101-41440-42630	AED REPLACEME AED BATTERY,CABINET,PADS	197365	317.00
01-07326	EMERGENCY EDUCATION ASS					
		I-1042	101-41440-42630	AED REPLACEME CPR/AED TRAINING FOR DISPATCH	197408	210.00
01-09703	AMAZON CAPITAL SERVICES					
		I-19D4-PP9G-11TP	101-41440-42980	SAFETY COMMIT CANDY	197358	62.83
		I-1PD4-GN1G-1KJK	101-41440-42980	SAFETY COMMIT BULK CANDY	197358	157.18
DEPARTMENT 1440 HUMAN RESOURCES						TOTAL: 10,317.58

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01450	MUTH ELECTRIC INC					
		I-659963	101-41920-42520	REPAIR-CITY H ELECTRIC DOORS BREAKER REPAIR	197468	121.04
01-01457	MIDWEST FIRE & SAFETY					
		I-100622	101-41920-42520	REPAIR-CITY H FIRE EXTINGUISHER INSPECTION	197458	45.00
01-08281	ARAMARK					
		I-6380095097	101-41920-42520	REPAIR-CITY H MAT CLEANING	197362	79.48
		I-6380099140	101-41920-42520	REPAIR-CITY H MAT CLEANING	197362	79.48
DEPARTMENT 1920 MUNICIPAL BUILDINGS					TOTAL:	325.00

PACKET: 06498 MEETING 06.05.2023

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-3756	101-41935-42615	POSTAGE POSTAGE 05.01-15.2023	197489	325.43
		I-574479	101-41935-42615	POSTAGE FLATS POSTAGE 05.01-15.2023	197489	13.45
01-05195	A & B BUSINESS SOLUTION					
		I-IN1055707	101-41935-42250	MANAGED PRINT CONTRACT CT9857-01	197348	4,094.29
01-06894	TYLER TECHNOLOGIES, INC					
		I-025-420698	101-41935-43511	COMPUTER SOFT ACCTS RECEIVABLE LICENSE	197528	7,058.67
01-09050	MICROSOFT CORPORATION					
		I-E0300NH5XW	101-41935-42920	COMPUTER SOFT APR-MAY ONLINE SERVICES	197456	2.00
		I-E0300NHHD6	101-41935-42920	COMPUTER SOFT MAY-JUN 2023 SERVICES	197456	908.00
01-09769	N-ABLE SOLUTIONS ULC					
		I-2636412	101-41935-42920	COMPUTER SOFT COVE DATA PROTECTION	197469	156.14
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		12,557.98

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00531	PAULSON SHEET METAL INC					
	I-S14188	101-42110-42500	REPAIR & MAIN DIAGNOSTIC MIDDLE UNIT ON ROOF	197480	335.30	
01-00809	GALLS LLC					
	I-024378711	101-42110-42640	UNIFORM ALLOW PATROL JACKETS	197413	353.28	
	I-024467395	101-42110-42600	SUPPLIES ZAK TOOL	197413	170.39	
01-01050	IVERSON CHRYSLER CENTER					
	I-05112023	101-42110-42902	ALCOHOL TASK VEHICLE RENTAL	197434	69.95	
01-01199	STURDEVANTS AUTO VALUE					
	I-815014143	101-42110-42610	GAS OIL TIRES OIL FILTERS	197513	15.86	
	I-815014587	101-42110-42610	GAS OIL TIRES OIL, CABIN FILTERS	197513	19.81	
01-01322	LARRY'S I-90 SERVICE IN					
	I-97172	101-42110-42610	GAS OIL TIRES TIRES	197444	533.56	
	I-97232	101-42110-42610	GAS OIL TIRES MOUNT AND BALANCE TIRES	197444	25.00	
	I-97433	101-42110-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	197444	25.00	
01-02258	JACKI LARSON					
	I-05262023	101-42110-42700	TRAVEL, CONF MEALS-PIERRE,SUPPLY REIMBURSE	197445	24.00	
01-02679	MENARD'S INC					
	I-53018	101-42110-42600	SUPPLIES PROTECTANT TRIGGER	197453	8.98	
01-02811	JONES SUPPLIES					
	I-141410	101-42110-42600	SUPPLIES CLEANERS,TOWELS,T-PAPER	197439	207.26	
01-02880	THUNE TRUE VALUE & APPL					
	I-A540618	101-42110-42500	REPAIR & MAIN NUTS AND BOLTS	197518	19.77	
01-03018	KONE CHICAGO					
	I-871033765	101-42110-42500	REPAIR & MAIN QUARTERLY MAINTENANCE	197442	892.56	
01-03307	MEGA WASH					
	I-0055378	101-42110-42200	PROFESSIONAL CAR WASH	197452	10.00	
01-04497	DEAN KNIPPLING					
	I-05172023	101-42110-42700	TRAVEL, CONF MEAL-SIOUX FALLS	197441	14.00	
01-04713	RAY O'HERRON CO INC					
	I-2270885	101-42110-42600	SUPPLIES SUPERSICK BEANABGS	197492	1,900.00	
01-05325	TRITECH SOFTWARE SYSTEM					
	I-382685	101-42110-42693	COMPUTER SOFT ANNUAL SUBSCRIPTION FEE	197525	20,845.30	
01-06904	JOHN BADKER					
	I-05142023	101-42110-42700	TRAVEL, CONF MEALS-DEADWOOD SD	197368	74.00	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07717	VERN EIDE FORD LINCOLN					
	I-25033687	101-42110-42610	GAS OIL TIRES CONVERTER ASY		197531	851.43
01-08281	ARAMARK					
	I-6380095797	101-42110-42200	PROFESSIONAL MAT CLEANING		197362	50.31
	I-6380099839	101-42110-42200	PROFESSIONAL MAT CLEANING		197362	50.31
01-08978	BUHL'S DRYCLEANERS & LI					
	I-185462	101-42110-42200	PROFESSIONAL UNIFORM CLEANING		197380	17.95
01-09000	CASEY TEGETHOFF					
	I-05252023	101-42110-42700	TRAVEL, CONF MEAL-SWAT COMMANDER MEETING		197517	14.00
01-09044	INTELLIPRO SECURITY LLC					
	I-3629	101-42110-42500	REPAIR & MAIN SURVEILLANCE SYSTEMS		197430	1,232.50
01-09349	HOWES OIL CO					
	I-324148	101-42110-42610	GAS OIL TIRES FUEL		197424	46.32
01-09509	INNOVATIVE OFFICE SOLUT					
	I-IN4201407	101-42110-42600	SUPPLIES TISSUE,BATTERY,HIGHLIGHTERS		197429	160.82
01-09600	WILLIAM LUTJEN					
	I-05182023	101-42110-42640	UNIFORM ALLOW BOOT ALLOWANCE		197447	80.99
01-10467	R PLACE KENNEL					
	I-9453275	101-42110-42670	SERVICE DOG S KENNEL TRAINING		197491	100.00
01-10486	AT&T MOBILITY - POLICE					
	I-9001X05232023	101-42110-42800	TELEPHONE ACCT #287283989001		197363	1,049.83
DEPARTMENT 2110 POLICE DEPARTMENT						TOTAL: 29,198.48

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1621626	101-42130-42600	SUPPLIES DRIVE SET, COUPLING, STEEL ROD	197495	39.97
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-286927	101-42130-42545	PAINT BATTERY	197383	186.70
		I-4977-287660	101-42130-42610	GAS, OIL, TIR SPARK PLUG	197383	11.98
01-00712	NAPA CENTRAL					
		I-785216	101-42130-42600	SUPPLIES STOPLIGHT SWITCH	197470	32.79
01-01450	MUTH ELECTRIC INC					
		I-659511	101-42130-42535	LIGHT MAINTEN FIX UNDERGRND PWR TO TOWER	197468	702.16
01-01830	NORTHWESTERN ENERGY					
		I-2581249-6.05.23	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	197474	23.21
		I-2581251-2.05.23	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	197474	21.83
		I-2581252-0.05.23	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	197474	24.61
		I-2581521-8.05.23	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	197474	97.09
		I-2582741-1.05.23	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	197474	523.39
		I-2583138-9.05.23	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	197474	12.33
		I-2583139-7.05.23	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	197474	11.40
		I-2583145-4.05.23	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	197474	11.24
		I-2583147-0.05.23	101-42130-42810	UTILITIES-TRA 310 W NORWAY	197474	12.02
		I-2583319-5.05.23	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	197474	73.46
		I-2583840-0.05.23	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	197474	110.25
		I-2719916-5.05.23	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE	197474	22.43
		I-2745956-9.05.23	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	197474	21.03
		I-2748245-4.05.23	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	197474	209.71
		I-2748246-2.05.23	101-42130-42810	UTILITIES-TRA N RAMPS I 90 SIGNAL LIGHTS SGN	197474	133.13
		I-2784889-4.05.23	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	197474	11.08
		I-2784890-2.05.23	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	197474	11.25
		I-2943370-3.05.23	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR LT	197474	70.57
		I-3621835-2.05.23	101-42130-42810	UTILITIES-TRA S RAMPS I 90 SIGNAL LIGHTS SGN	197474	138.79
		I-3701975-9.05.23	101-42130-42835	UTILITIES-STR N RAMPS I 90 STREET LIGHT	197474	512.42
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-6884-4	101-42130-42545	PAINT PAINT	197508	2,922.70
01-02880	THUNE TRUE VALUE & APPL					
		I-A538656	101-42130-42600	SUPPLIES BIKE RACK NUTS,BOLTS	197518	36.30
		I-A538685	101-42130-42600	SUPPLIES SONIC PLUS,CAP SLIP	197518	10.48
		I-B271649	101-42130-42600	SUPPLIES BIKE RACK NUTS, BOLTS	197518	60.61
		I-B272437	101-42130-42540	SIGNS RACK CABLE TIES,NUTS,BOLTS	197518	19.88
01-06045	TRAFFIC CONTROL CORPORA					
		I-141391	101-42130-42530	TRAFFIC LIGHT LED RED TINTED ARROW	197523	336.00
		I-143284	101-42130-42530	TRAFFIC LIGHT BATTERY HEATER MAT KNIT	197523	490.00
01-09703	AMAZON CAPITAL SERVICES					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09703	AMAZON CAPITAL SERVICES	continued				
		I-1FCH-6JF6-9WW7	101-42130-42600	SUPPLIES REINFORCED CABLE	197358	24.20
		I-1M9F-WHM3-6VCN	101-42130-42600	SUPPLIES BASE/MOBILE SCANNER	197358	373.36
DEPARTMENT 2130 TRAFFIC DEPARTMENT						TOTAL: 7,298.37

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00020	BACKDRAFT TRAINING SOLU					
	I-2023-5	101-42200-42700	TRAVEL, CONF	DRIVER OPERATOR CLASSES	197367	2,000.00
01-00531	PAULSON SHEET METAL INC					
	I-S14188	101-42200-42500	REPAIR & MAIN	DIAGNOSTIC MIDDLE UNIT ON ROOF	197480	209.57
01-00809	GALLS LLC					
	I-024410271	101-42200-42600	SUPPLIES	CHIEF BADGE	197413	108.42
01-02258	JACKI LARSON					
	I-05262023	101-42200-42700	TRAVEL, CONF	MEALS-PIERRE,SUPPLY REIMBURSE	197445	24.00
	I-05262023	101-42200-42600	SUPPLIES	MEALS-PIERRE,SUPPLY REIMBURSE	197445	22.05
01-02679	MENARD'S INC					
	I-52793	101-42200-42500	REPAIR & MAIN	POWER CORD,CONNECTOR	197453	47.96
	I-52806	101-42200-42600	SUPPLIES	GARBAGE BAGS	197453	14.99
01-02790	SUN GOLD SPORTS LLC					
	I-20754	101-42200-42600	SUPPLIES	RETIRMENT PLAQUE	197516	30.00
01-03267	WALMART/CAPITAL ONE					
	I-00523	101-42200-42600	SUPPLIES	PLATES, JUICE,NAPKINS	197533	19.88
01-09349	HOWES OIL CO					
	I-324148	101-42200-42610	GAS & OIL	FUEL	197424	156.59
01-10486	AT&T MOBILITY - POLICE					
	I-9001X05232023	101-42200-42800	TELEPHONE	ACCT #287283989001	197363	104.64
DEPARTMENT 2200 FIRE DEPARTMENT						TOTAL: 2,738.10

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00250	BIERSCHBACH EQUIPMENT &					
	I-013325	101-43100-42600	SUPPLIES	THERMOCOUPLE, SEALING DISKS	197375	1,756.85
01-00424	RUNNINGS SUPPLY INC					
	I-1618916	101-43100-42600	SUPPLIES	CORNER 4-HOLES	197495	30.32
	I-1620236	101-43100-42600	SUPPLIES	MARKING PAINTS	197495	42.99
01-00436	CHS FARMERS ALLIANCE					
	I-IY3633	101-43100-42600	SUPPLIES	DEF	197388	145.75
	I-IY3897	101-43100-42500	REPAIRS	SERVICE TIRE CALL	197388	168.00
01-00917	DAKOTA FLUID POWER INC					
	I-7076627	101-43100-42600	SUPPLIES	MTF X REEL	197396	1,548.45
	I-7076629	101-43100-42600	SUPPLIES	INSTALL TOOLS	197396	378.72
01-01117	WHEELCO BRAKE & SUPPLY					
	I-INV351879	101-43100-42600	SUPPLIES	A/C RECEIVER, COMPRESSOR	197535	502.58
	I-INV353733	101-43100-42600	SUPPLIES	ELBOW, SWIVEL HOSES	197535	54.18
	I-INV353735	101-43100-42600	SUPPLIES	DUAL SWIVEL HOSE	197535	15.00
01-01199	STURDEVANTS AUTO VALUE					
	I-815014139	101-43100-42600	SUPPLIES	CARTRIDGES, OIL FARM, PAPER SHEE	197513	439.79
	I-815014583	101-43100-42600	SUPPLIES	BED MAT, AIR, OIL, CABIN FILTERS	197513	511.21
01-01830	NORTHWESTERN ENERGY					
	I-2576521-5.05.23	101-43100-42800	UTILITIES	1405 W 8TH AVE	197474	726.66
01-02555	TWO WAY SOLUTIONS INC					
	I-125984	101-43100-42600	SUPPLIES	DIGITAL RADIOS	197527	665.99
	I-128232	101-43100-42600	SUPPLIES	CABLE KIT, ANTENNA, BRACKETS	197527	1,271.65
01-02679	MENARD'S INC					
	I-52758	101-43100-42600	SUPPLIES	LOCKS, CONNECTORS, CLEANERS	197453	120.96
01-03884	COMMERCIAL ASPHALT/SPEN					
	I-0021029-IN	101-43100-42620	ASPHALT MIX	HOT MIX	197390	4,228.16
	I-0021050-IN	101-43100-42620	ASPHALT MIX	HOT MIX	197390	7,676.68
01-09282	DALE STAR					
	I-05222023	101-43100-42661	MECHANICS TOO TOOL ALLOWANCE		197512	350.00
01-09349	HOWES OIL CO					
	I-324148	101-43100-42610	GAS	FUEL	197424	9,611.27
01-09512	ENVIRONMENTAL EQUIPMENT					
	I-22981	101-43100-42600	SUPPLIES	WATER PUMP	197409	302.69
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	30,547.90

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01199	STURDEVANTS AUTO VALUE					
	I-815014142	101-43110-42500	REPAIRS	AIR DOOR ACTUATOR	197513	16.99
01-02567	S & M PRINTING INC					
	I-80385	101-43110-42600	SUPPLIES	BUILDING FORMS	197499	145.00
01-02679	MENARD'S INC					
	I-53112	101-43110-42600	SUPPLIES	SLEDGE HAMMER	197453	13.99
01-03114	SUBWAY					
	I-2/A-600946	101-43110-42750	PLANNING COMM	PLANNING COMMISSION MEALS	197515	55.93
01-03678	INTERSTATE OFFICE PRODU					
	I-01DY7120	101-43110-42600	SUPPLIES	SHARPIES MARKERS	197433	30.24
	I-01DY7121	101-43110-42600	SUPPLIES	SHARPIE MARKERS	197433	18.96
	I-01DY7688	101-43110-42600	SUPPLIES	HANDSET CORD	197433	22.84
01-08314	INTERNATIONAL CODE COUN					
	I-1001683588	101-43110-42625	BOOKS & MANUA	GOVERNMENTAL MEMBERSHIP	197431	1,472.10
01-09004	DAK TECH INC					
	I-INV0345948	101-43110-42694	COMPUTER HARD	WORKSTATION-NEW ENG TECH	197395	2,350.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	4,126.05

PACKET: 06498 MEETING 06.05.2023

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 3120 STREET & SIDEWALK CONST

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-31214	101-43120-42200	PROF SERVICES GREEN'S ADD PRELIMINARY RESRCH	197502	213.57
		I-31253	101-43120-42200	PROF SERVICES UNIVERSITY ADD MEETING	197502	767.23
01-04871	SD DEPT OF TRANSPORTATI					
		I-2021-39 P.E. #6	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #6	197505	6.37
		I-2022-36 P.E. #4	101-43120-42200	PROF SERVICES 2022-36 P.E. #4	197505	2,805.65
01-08307	TOP GRADE CONCRETE					
		I-890	101-43120-43300	STREET OVERLA CONCRETE	197522	720.41
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						4,513.23

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01054	JAMES VALLEY LANDSCAPE					
		I-30477	101-43130-42600	SUPPLIES & MA SPRINKLER HEAD SNOW REPAIR	197435	68.97
		I-30488	101-43130-42600	SUPPLIES & MA SPRINKLER HEAD SNOW REPAIR	197435	9.37
DEPARTMENT 3130 SNOW REMOVAL						TOTAL: 78.34

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00609	TRUE NORTH STEEL					
		I-HU00000040694	101-43150-42600	SUPPLIES & MA HELICAL GALV,BAND GLAV	197526	3,316.50
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.05.23	101-43150-42800	UTILITIES CABELA DR	197474	23.61
01-09991	DAKOTA PRO STRIPING LLC					
		I-3844	101-43150-43325	5TH & 9TH PRO INSTALL NEW SPRAY ZONE 5TH AVE	197397	6,022.97
DEPARTMENT 3150 STORM DRAINAGE						TOTAL: 9,363.08

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1613933	101-43700-42600	SUPPLIES & MA	SOCKETS,FORKS,RAKES,BATTERY	197495	96.45
01-01054	JAMES VALLEY LANDSCAPE					
	I-31909	101-43700-42604	TREES, SOD &	TREE	197435	214.99
01-01787	NORTH CENTRAL SEED CO					
	I-24259	101-43700-42604	TREES, SOD &	GOLD STAR LAWN MIX	197472	250.00
01-01830	NORTHWESTERN ENERGY					
	I-2581642-2.05.23	101-43700-42800	UTILITIES	600 W 23RD AVE PUMP	197474	121.75
01-02679	MENARD'S INC					
	I-52872	101-43700-42600	SUPPLIES & MA	DRAIN PLUG	197453	9.78
01-02880	THUNE TRUE VALUE & APPL					
	I-B272181	101-43700-42600	SUPPLIES & MA	NUTS,BOLTS	197518	7.77
	I-B273393	101-43700-42600	SUPPLIES & MA	CAULKS	197518	28.97
DEPARTMENT 3700 CEMETERY					TOTAL:	729.71

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01749	SAFE PLACE OF EASTERN S					
		I-05252023	101-44110-42950	SAFE PLACE OF 2023 ALLOCATION	197500	20,000.00
DEPARTMENT 4110 HEALTH & WELFARE					TOTAL:	20,000.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
	I-2719777-1.05.23	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG		197474	120.55
01-09865	MITCHELL ANIMAL RESCUE					
	I-06012023	101-44120-42900	IMPOUNDING DO JUNE MANAGMENT FEE		197462	350.00
DEPARTMENT 4120 ANIMAL CONTROL						TOTAL: 470.55

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03523	MITCHELL EXCHANGE CLUB					
		I-05222023	101-45000-42905	EXCHANGE CL F FIREWORKS ALLOCATION	197464	10,000.00
DEPARTMENT 5000 CULTURE & RECREATION					TOTAL:	10,000.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00019	DATA443 RISK MITIGASTIO					
	I-36906	101-45500-42902	COMPUTER SOFT SMART SHIELD		197402	243.75
01-00140	AL'S ENGRAVING					
	I-17719	101-45500-42600	SUPPLIES & MA PLAQUE LETTERING		197356	5.95
01-01015	INGRAM LIBRARY SERVICES					
	I-75879240	101-45500-43420	BOOKS	BOOKS	197428	372.49
	I-75891540	101-45500-43420	BOOKS	ADULT BOOK	197428	38.99
	I-75899572	101-45500-43420	BOOKS	BOOKS	197428	37.08
	I-75985884	101-45500-43420	BOOKS	BOOKS	197428	109.13
01-01018	AUTOMATIC BUILDING CONT					
	I-235654	101-45500-42500	REPAIR & MAIN ANNUAL FIRE ALARM MONITORING		197364	9,435.73
01-01830	NORTHWESTERN ENERGY					
	I-2585828-3.05.23	101-45500-42800	UTILITIES	221 N DUFF ST	197474	3,248.85
01-02679	MENARD'S INC					
	I-52453	101-45500-42600	SUPPLIES & MA FEMALE AERATOR,MOTOR		197453	8.77
01-02811	JONES SUPPLIES					
	I-141280	101-45500-42600	SUPPLIES & MA AIR FILTERS		197439	227.86
	I-141448	101-45500-42600	SUPPLIES & MA FILTERS		197439	74.48
01-04293	JCL SOLUTIONS					
	I-1325946	101-45500-42600	SUPPLIES & MA BOWL CLEANER		197437	130.07
01-05088	BLACKSTONE PUBLISHING					
	I-2099517	101-45500-43421	AUDIO-VISUAL	AUDIOBOOK	197377	32.00
	I-2099709	101-45500-43421	AUDIO-VISUAL	AUDIOBOOKS	197377	64.00
01-06583	BAKER & TAYLOR					
	I-2037506013	101-45500-43420	BOOKS	BOOKS	197370	784.21
	I-2037525289	101-45500-43420	BOOKS	REFERENCE BOOKS	197370	172.16
01-09703	AMAZON CAPITAL SERVICES					
	I-16NJ-PM6Q-66NL	101-45500-42600	SUPPLIES & MA SUMMER PROGRAM SUPPLIES		197358	46.97
	I-1K1V-76FP-JJKJ	101-45500-43420	BOOKS	CHILDREN'S BOOK	197358	39.99
	I-1NJT-3K7L-CXD9	101-45500-42500	REPAIR & MAIN MIXING VALVE		197358	70.00
01-10315	ALL FLAGS LLC					
	I-181470	101-45500-42600	SUPPLIES & MA POLY FLAGS		197357	136.95
DEPARTMENT 5500 LIBRARY					TOTAL:	15,279.43

FUND 101 GENERAL					TOTAL:	164,200.49

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00015	RIDDELL ALL AMERICAN SP					
		I-60477807	201-45110-42600	SUPPLIES & MA HELMETS	197493	1,977.95
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-00424	RUNNINGS SUPPLY INC					
		I-1606117	201-45110-42605	SUPPLIES & MA OUTDOOR POOL GASKET MAKER	197495	4.99
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-GENERAL		
01-01590	MCLEOD'S PRINTING					
		I-67499	201-45110-42600	SUPPLIES & MA TIME SHEETS	197450	81.98
	PROJ: J51-SM-OFFIC	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-OFFICE		
01-02679	MENARD'S INC					
		I-52848	201-45110-42550	REPAIR & MAIN ADAPTER,BUSHING,PUMP	197453	224.77
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
01-02880	THUNE TRUE VALUE & APPL					
		I-A539919	201-45110-42550	REPAIR & MAIN KITCHEN DRAIN	197518	4.49
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
01-03700	CORE-MARK MIDCONTINENT					
		I-1015347-4	201-45110-42601	CONCESSION SU LAFFY TAFFY,COW TALES,CHIPS	197392	409.80
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-10356	CK BICYCLES & LOCKS LLC					
		I-1731	201-45110-42550	REPAIR & MAIN NEW LOCK INSTALLED	197389	680.00
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	3,383.98

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00483	COUNTY FAIR					
		I-8346	201-45140-42600	SUPPLIES & MA SHEET CAKE	197394	54.00
	PROJ: J07-SM-OFFIC		REC CTR-PRESCHOOL	SUPPLIES/MATERIAL-OFFICE		
01-00520	HAWKINS INC					
		I-6466633	201-45140-42602	CHEMICALS CHEMICALS	197419	3,872.20
	PROJ: J02-CHEMICAL		INDOOR AQUATIC CTR	CHEMICALS		
		I-6472721	201-45140-42602	CHEMICALS CHEMICALS	197419	940.21
	PROJ: J02-CHEMICAL		INDOOR AQUATIC CTR	CHEMICALS		
01-01193	KROHMER PLUMBING INC					
		I-72469	201-45140-42500	REPAIR & MAIN REPLACE FOUR SHOWER HEADS	197443	289.51
	PROJ: J06-RM-PLUMB		REC CTR-GENERAL BLDG	REPAIR/MAINT-PLUMBING		
		I-72557	201-45140-42500	REPAIR & MAIN REPAIR SINK PRESCHOOL ROOM	197443	93.78
	PROJ: J06-RM-PLUMB		REC CTR-GENERAL BLDG	REPAIR/MAINT-PLUMBING		
01-01497	GRAINGER					
		I-9686723926	201-45140-42500	REPAIR & MAIN US FLAG	197417	50.29
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-9686967721	201-45140-42500	REPAIR & MAIN FLAT FLOOR COATING,MAT	197417	71.71
	PROJ: J06-RM-GENER		REC CTR-GENERAL BLDG	REPAIR/MAINT-GENERAL		
		I-9689170141	201-45140-42600	SUPPLIES & MA CASTERS	197417	12.60
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-9703980665	201-45140-42600	SUPPLIES & MA COATED GLOVES	197417	35.60
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
		I-9706338671	201-45140-42600	SUPPLIES & MA VACUUM BAGS	197417	21.43
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
01-01590	MCLEOD'S PRINTING					
		I-67499	201-45140-42600	SUPPLIES & MA TIME SHEETS	197450	81.98
	PROJ: J06-SM-OFFIC		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-OFFICE		
01-02567	S & M PRINTING INC					
		I-80390	201-45140-42300	PUBLISHING PRESCRIPTION SLIPS	197499	120.00
	PROJ: J08-SM PRINT		REC CTR PUBLISHING	PUBLISHING-S&M PRINTING		
01-02880	THUNE TRUE VALUE & APPL					
		I-A539218	201-45140-42500	REPAIR & MAIN NUTS,BOLTS,DRILL BITS	197518	10.21
	PROJ: J06-RM-GENER		REC CTR-GENERAL BLDG	REPAIR/MAINT-GENERAL		
		I-A540024	201-45140-42600	SUPPLIES & MA TURNER,KNIFE	197518	24.98
	PROJ: J06-SM-OFFIC		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-OFFICE		
		I-B272255	201-45140-42600	SUPPLIES & MA GLIDE,COUPLER,NOZZLE	197518	17.47
	PROJ: J06-SM-PLUMB		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-PLUMBING		
01-08594	MAKE IT MINE DESIGNS					
		I-30146	201-45140-42650	UNIFORMS CRANNY LOGO SCREEN PRINTS	197449	15.00
	PROJ: J10-CHRIS		REC CTR UNIFORMS	UNIFORMS-CHRIS		
01-09143	ICAN INC					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09143	ICAN INC		continued			
		I-1030006	201-45140-42300	PUBLISHING PUBLISHING	197426	750.00
	PROJ: J08-ICAN		REC CTR PUBLISHING	PUBLISHING-ICAN		
01-09170	SCHEMMER ASSOCIATES					
		I-2021-50 P.E. #19	201-45140-43300	CAPITAL IMPRO 2021-50 P.E. #19	197501	486.43
		I-2021-50 P.E. #20	201-45140-43300	CAPITAL IMPRO 2021-50 P.E. #20	197501	110.00
01-09633	STAPLES					
		I-3536417901	201-45140-42600	SUPPLIES & MA BOWL CLEANER,SOAPS	197511	82.62
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-3537242625	201-45140-42600	SUPPLIES & MA LINERS	197511	173.39
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
		I-3537451167	201-45140-42600	SUPPLIES & MA CONSTRUCTION PAPER	197511	18.76
	PROJ: J07-SM-OFFIC		REC CTR-PRESCHOOL	SUPPLIES/MATERIAL-OFFICE		
		I-3537687606	201-45140-42600	SUPPLIES & MA LAUNDRY DETERGENT	197511	97.12
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-179L-7FJN-31XQ	201-45140-42601	CONCESSION SU CANDY BARS	197358	30.32
	PROJ: J05-CONC SUP		REC CTR CONCESSIONS	CONCESSION SUPPLY		
		I-1NJT-3K7L-GPV4	201-45140-42600	SUPPLIES & MA PUSH FLOOR SWEEPER	197358	189.99
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-1W7W-HTW9-1GW6	201-45140-42601	CONCESSION SU BULK CANDY	197358	231.19
	PROJ: J05-CONC SUP		REC CTR CONCESSIONS	CONCESSION SUPPLY		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	7,880.79

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-487/1	201-45160-42500	REPAIR & MAIN REPAIR COUPLING	197407	7.99	
	PROJ: H05-42500	SOFTBALL	REPAIR/MAINTENANCE			
01-00145	AMERICAN GARAGE DOOR CO					
	I-M38788	201-45160-42500	REPAIR & MAIN HOCKEY ARENA DOOR	197360	105.00	
	PROJ: H06-42500	ARENA-NORTH RINK	REPAIR-MAINTENANCE			
01-00236	BENDER'S SEWER CLEANING					
	I-31122	201-45160-42500	REPAIR & MAIN SINK DRAIN LINE AT CADWELL	197373	230.00	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
01-00424	RUNNINGS SUPPLY INC					
	I-1618172	201-45160-42600	SUPPLIES & MA GREASE GUN	197495	67.99	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
	I-1630880	201-45160-43400	CAPITAL EQUIP HOOKS,CHAINS,BINDERS	197495	237.75	
	PROJ: H01-43400	SPORTS COMPLEX EQUIPMENT	CAPITAL EQUIPMENT			
01-00483	COUNTY FAIR					
	I-6075	201-45160-42500	REPAIR & MAIN BREAD	197394	5.97	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
01-00537	DAKTRONICS INC					
	I-7037475	201-45160-43300	CAPITAL IMPRO DRAKE FIELD SCOREBOARD	197400	30,816.00	
	PROJ: H04-43300	BASEBALL	CAPITAL IMPROVEMENTS			
01-00917	DAKOTA FLUID POWER INC					
	I-7076639	201-45160-42500	REPAIR & MAIN MOTOR REPAIR	197396	638.11	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-01054	JAMES VALLEY LANDSCAPE					
	I-29973	201-45160-42600	SUPPLIES & MA RAIN BIRD VALVE	197435	98.99	
	PROJ: H07-42600	PEPSI COMPLEX	SUPPLIES/MATERIALS			
01-01199	STURDEVANTS AUTO VALUE					
	I-815013262	201-45160-42500	REPAIR & MAIN PAD SET,FILTERS FOR CART	197513	65.88	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-815014141	201-45160-42500	REPAIR & MAIN BRAKE RELEASE HANDLE,AIR FLTR	197513	70.38	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-815014585	201-45160-42500	REPAIR & MAIN AIR FLEET	197513	26.19	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-815014853	201-45160-42500	REPAIR & MAIN HZBATTERY	197513	125.54	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-01404	MITCHELL IRON & SUPPLY					
	I-79105	201-45160-42500	REPAIR & MAIN PULLEY,TAPERED HUB,KEYSTOCK	197465	194.46	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-79106A	201-45160-42500	REPAIR & MAIN KEYS	197465	6.60	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01457	MIDWEST FIRE & SAFETY					
		I-057820	201-45160-42200	PROFESSIONAL FIRE EXTINGUISHER INSPECTION	197458	370.17
	PROJ: H06-42200	ARENA-NORTH RINK		PROFESSIONAL SERVICES		
01-01490	MUELLER LUMBER CO. INC.					
		C-289765	201-45160-42600	SUPPLIES & MA RETURNED SILICONE	197467	4.25-
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-289749	201-45160-42600	SUPPLIES & MA SEALANT,ADHESIVE	197467	22.92
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-289763	201-45160-42600	SUPPLIES & MA CLEAR SEALANT,SILICONE,GLOVES	197467	50.97
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-01590	MCLEOD'S PRINTING					
		I-67499	201-45160-42600	SUPPLIES & MA TIME SHEETS	197450	81.98
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-01819	NORTHWEST PIPE FITTINGS					
		I-419592	201-45160-42600	SUPPLIES & MA SOL ASSY.FALCON SERIES FULL CR	197473	1,149.36
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-420046	201-45160-42600	SUPPLIES & MA FALCON SERIES SPRINKLERS	197473	1,231.20
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-420325	201-45160-42600	SUPPLIES & MA FALCON SERIES SPRINKLER	197473	410.40
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-420325-1	201-45160-42600	SUPPLIES & MA FULL CIRCLE SPRINKLER	197473	820.80
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.05.23	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	197474	8,548.27
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2991007-2.05.23	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	197474	1,178.72
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		C-S102717434.001	201-45160-42600	SUPPLIES & MA RETURNED SPUD WRENCH,ACCT704	197399	28.88-
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-S102716992.001	201-45160-42600	SUPPLIES & MA DELTA FAUCETS,ACCT704	197399	242.74
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02054	TRI M TUNES					
		I-23304	201-45160-42500	REPAIR & MAIN TINT GLASS WINDOWS	197524	1,000.00
	PROJ: H13-42500	ARENA-SOUTH RINK		REPAIR-MAINTENANCE		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-5788-4	201-45160-42600	SUPPLIES & MA PAINT	197508	61.99
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-5906-2	201-45160-42600	SUPPLIES & MA PAINT	197508	66.57
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02679	MENARD'S INC		continued			
		I-52354	201-45160-42500	REPAIR & MAIN VALVES	197453	268.99
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-52439	201-45160-42600	SUPPLIES & MA CONNECTOR,LOCKING KNIFE	197453	38.96
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-52804	201-45160-42600	SUPPLIES & MA TOOLBOX,SCREWDRIVER,SOCKETS	197453	186.31
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-53098	201-45160-42600	SUPPLIES & MA CONNECTOR,UTILITY BLADES	197453	38.96
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-95999	201-45160-42500	REPAIR & MAIN SPECIALTY TIRES MOUNT	197521	203.84
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		C-141460	201-45160-42600	SUPPLIES & MA RETURNED LINERS	197439	59.80-
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-141381	201-45160-42600	SUPPLIES & MA T-PAPER	197439	122.00
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-141461	201-45160-42600	SUPPLIES & MA 60 GALLON LINERS	197439	49.55
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A539237	201-45160-42500	REPAIR & MAIN DRAIN BEND	197518	15.99
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-A539289	201-45160-42500	REPAIR & MAIN TOILET BOLT,SEAT,WIRE WHEEL	197518	35.65
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-A540015	201-45160-42600	SUPPLIES & MA TROWELS	197518	20.98
		I-A540363	201-45160-42600	SUPPLIES & MA HOOK/PIC SET,SCREW SET	197518	18.98
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A540605	201-45160-42600	SUPPLIES & MA SPOUT BRUSH	197518	3.29
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A540699	201-45160-42600	SUPPLIES & MA BATTERIES	197518	18.99
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A540744	201-45160-42600	SUPPLIES & MA LANDSCAPE ADHESIVE	197518	6.99
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-B272660	201-45160-42600	SUPPLIES & MA SPIRIT THINNER	197518	22.99
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-B273216	201-45160-42600	SUPPLIES & MA TANK SPRAYER	197518	15.99
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-03279	INTERSTATE GLASS & DOOR					
		I-63950	201-45160-42600	SUPPLIES & MA CADWELL REPLACE DOOR	197432	1,825.00
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12171297	201-45160-42500	REPAIR & MAIN FUEL FILTERS	197381	67.91
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		

PACKET: 06498 MEETING 06.05.2023

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09349	HOWES OIL CO					
		I-324148	201-45160-42610	GAS & FUEL FUEL	197424	462.92
01-09633	STAPLES					
		I-8070324247	201-45160-42600	SUPPLIES & MA WIPES	197511	129.18
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	51,393.48

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02560	PEPSI COLA COMPANY					
		I-97771854	201-45165-42610	COST OF GOODS SODAS	197481	482.82
01-02880	THUNE TRUE VALUE & APPL					
		I-A539290	201-45165-42600	SUPPLIES FLEX BAG,BLEACH	197518	14.78
01-03700	CORE-MARK MIDCONTINENT					
		I-1002089	201-45165-42610	COST OF GOODS SUCKERS,CANDY,SEEDS,BURGERS	197392	646.54
		I-1024927	201-45165-42610	COST OF GOODS MUSTARD,KETCHUP,HOT DOGS	197392	461.35
		I-1027583-4	201-45165-42610	COST OF GOODS SUNFLOWER SEEDS	197392	157.16
01-04015	CORN PALACE					
		I-5032023	201-45165-42610	COST OF GOODS POPCORN BALLS	197393	97.50
01-08594	MAKE IT MINE DESIGNS					
		I-30079	201-45165-42600	SUPPLIES GLOSS VINYL	197449	25.00
DEPARTMENT 5165 CADWELL CONCESSIONS TOTAL:						1,885.15

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-370	201-45210-42650	UNIFORMS GLOVES	197407	27.98
01-00009	BROOKINGS POWERSPORTS					
		I-110744	201-45210-42600	SUPPLIES & MA BOAT DOCKS	197378	2,533.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-00016	JAMIE VAN ZEE					
		I-30618	201-45210-42604	TREES TREE REIMBURSMENT	197530	200.00
	PROJ: H52-42604	FORESTRY		TREES		
01-00210	BAILEY METAL FABRICATOR					
		I-61134	201-45210-42600	SUPPLIES & MA ALUMINUM PIPE FOR DOCK	197369	364.36
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-00356	QUALIFIED PRESORT					
		I-2279-3756	201-45210-42600	SUPPLIES & MA POSTAGE 05.01-15.2023	197489	0.63
01-00424	RUNNINGS SUPPLY INC					
		C-1609878	201-45210-42600	SUPPLIES & MA RETURNED FERTILIZER	197495	479.94-
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-1605273	201-45210-42600	SUPPLIES & MA ELBOWS,BUSHINGS,TAPE,SWIVEL	197495	65.22
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1609532	201-45210-42600	SUPPLIES & MA SPREADER,BOLTS	197495	108.61
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1609626	201-45210-42600	SUPPLIES & MA LAWN FERTILIZER,WASHERS	197495	802.38
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-1620207	201-45210-42600	SUPPLIES & MA BULK BIN PRODUCTS	197495	20.34
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IF5578	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	197388	552.54
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IF5579	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	197388	638.86
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IF5580	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	197388	603.95
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000284605	201-45210-42600	SUPPLIES & MA CYLINDER REFILL	197349	96.32
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-0001302436	201-45210-42600	SUPPLIES & MA SERVICE CHARGE	197349	12.50
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00671	VAN DIEST SUPPLY CO					
		I-31650	201-45210-42602	CHEMICALS FERTILIZER FOR PARKS	197529	4,168.00
	PROJ: H56-42602	HITCHCOCK PARK		CHEMICALS		
01-00917	DAKOTA FLUID POWER INC					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00917	DAKOTA FLUID POWER INC	continued				
		I-7068164	201-45210-42500	REPAIR & MAIN SWIVELS	197396	155.57
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01054	JAMES VALLEY LANDSCAPE					
		I-30435	201-45210-42600	SUPPLIES & MA RED OAK MULCH	197435	130.46
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-30507	201-45210-42600	SUPPLIES & MA RED OAK MULCH	197435	782.73
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815012822	201-45210-42500	REPAIR & MAIN BATTERIES,FILTERS	197513	145.59
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815013262	201-45210-42500	REPAIR & MAIN PAD SET,FILTERS FOR CART	197513	50.00
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815013713	201-45210-42500	REPAIR & MAIN AIR,OIL,CABIN,FUEL FILTERS	197513	483.67
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01457	MIDWEST FIRE & SAFETY					
		I-057821	201-45210-42600	SUPPLIES & MA FIRE EXTINGUISHER INSPECTION	197458	982.17
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01590	MCLEOD'S PRINTING					
		I-67499	201-45210-42600	SUPPLIES & MA TIME SHEETS	197450	81.98
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.05.23	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	197474	28.46
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.05.23	201-45210-42800	UTILITIES PATTON YOUNG	197474	101.04
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.05.23	201-45210-42800	UTILITIES ACCESS LOT METER	197474	10.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.05.23	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	197474	40.75
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-3975325-6.05.23	201-45210-42800	UTILITIES 612 W ASH AVE	197474	34.58
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-01988	DOUG'S CUSTOM PAINT & B					
		I-43919	201-45210-42500	REPAIR & MAIN MOWER REPAIRS	197406	727.41
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02679	MENARD'S INC					
		I-51729	201-45210-42600	SUPPLIES & MA CEDAR WOOD	197453	40.98
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-51737	201-45210-42600	SUPPLIES & MA ADAPTERS	197453	12.66
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-51773	201-45210-42600	SUPPLIES & MA HEX BOLTS,NUTS,WASHERS	197453	18.09
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02679	MENARD'S INC		continued			
		I-52204	201-45210-42600	SUPPLIES & MA ELBOW,TEE,REDUCER,VALVE	197453	67.02
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-52213	201-45210-42600	SUPPLIES & MA ADAPTER,COUPLING	197453	5.68
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-52247	201-45210-42600	SUPPLIES & MA Q-TURN,MAKE ADAPTER	197453	27.17
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-52256	201-45210-42600	SUPPLIES & MA ADAPTER,Q TURN	197453	31.35
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-52338	201-45210-42600	SUPPLIES & MA ADAPTERS,BALL,HARD TERRAIN	197453	58.44
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-52357	201-45210-42600	SUPPLIES & MA POP-UP ADJUSTER	197453	8.58
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-52391	201-45210-42600	SUPPLIES & MA CABLE TIES,ELBOWS,CONNECTORS	197453	116.23
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-52404	201-45210-42600	SUPPLIES & MA ANGLES,TUBE CUTTER,CLEANING BR	197453	49.65
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-95796	201-45210-42500	REPAIR & MAIN SCREW IN TIRE REPAIR	197521	28.17
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-96016	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	197521	51.40
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-141100	201-45210-42600	SUPPLIES & MA LINERS,T-PAPER	197439	365.00
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-B271380	201-45210-42600	SUPPLIES & MA SILLCOCK	197518	8.49
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-B271385	201-45210-42600	SUPPLIES & MA VALVE	197518	29.99
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-B271596	201-45210-42600	SUPPLIES & MA CONNECTORS	197518	19.78
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-B271600	201-45210-42600	SUPPLIES & MA SINK HEAD	197518	8.99
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
		I-B271772	201-45210-42600	SUPPLIES & MA VALVE	197518	10.49
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12111517	201-45210-42500	REPAIR & MAIN SHOES,RIMS,WHEELS,TIRES	197381	1,013.28
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-12120002	201-45210-42500	REPAIR & MAIN IDLER,BELT	197381	272.46
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-12121662	201-45210-42500	REPAIR & MAIN FUEL FILTERS	197381	67.91
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-12124141	201-45210-42500	REPAIR & MAIN SPINDLE,BELT	197381	381.23
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09703	AMAZON CAPITAL SERVICES					
		C-17CX-TQCP-1MDR	201-45210-42600	SUPPLIES & MA RETURNED SHIPPING CHARGE	197358	3.19-
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1HTG-4DQJ-96NG	201-45210-42600	SUPPLIES & MA WEED WACKER LINE HOLDER	197358	151.27
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					
		I-2893	201-45210-42600	SUPPLIES & MA TOILET RENTALS	197503	200.00
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-2893	201-45210-42600	SUPPLIES & MA TOILET RENTALS	197503	200.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
DEPARTMENT 5210 PARKS					TOTAL:	16,710.28

PACKET: 06498 MEETING 06.05.2023
 VENDOR SET: 01
 FUND : 201 PARK FUND
 DEPARTMENT: 5220 SUPERVISION
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02537	SHERWIN-WILLIAMS COMPAN					
		C-5768-6	201-45220-42600	SUPPLIES & MA WRONG ACCOUNT CORRECTION	197508	27.39-
		I-5757-9	201-45220-42600	SUPPLIES & MA INCORRECT ACCOUNT CHARGE	197508	27.39
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4195656	201-45220-42600	SUPPLIES & MA PENS,RUBBERBANDS,PADS	197429	35.24
		I-IN4196837	201-45220-42600	SUPPLIES & MA PENS,MARKERS	197429	49.92
DEPARTMENT 5220 SUPERVISION						TOTAL: 85.16

FUND 201 PARK FUND				TOTAL:		81,338.84

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #5	203-45220-42200	PROFESSIONAL 2023-3 P.E. #5	197379	8,075.00
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-13	203-45220-42200	PROFESSIONAL 2021-20 P.E. #PH2-13	197371	48,065.25
01-10620	WETLANDS AMERICA TRUST					
		I-2021-18 P.E. #2	203-45220-42200	PROFESSIONAL 2021-18 P.E. #2	197534	140,475.00
DEPARTMENT 5220 LAKE					TOTAL:	196,615.25

FUND 203 LAKE MITCHELL					TOTAL:	196,615.25

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10395	JOHN ADAMO					
		I-05232023	213-46311-42900	PROJECT IMPRO BID DIST #3 GRANT-TUCK POINT	197351	1,975.35
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						1,975.35

FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						1,975.35

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00531	PAULSON SHEET METAL INC					
	I-S14188		214-43500-42500	REPAIRS & MAI DIAGNOSTIC MIDDLE UNIT ON ROOF	197480	83.83
01-05325	TRITECH SOFTWARE SYSTEM					
	I-382685		214-43500-42910	SERVICE CONTR ANNUAL SUBSCRIPTION FEE	197525	8,412.61
01-10486	AT&T MOBILITY - POLICE					
	I-9001X05232023		214-43500-42800	UTILITIES - T ACCT #287283989001	197363	45.31
DEPARTMENT 3500 E-911						TOTAL: 8,541.75

FUND 214 E-911 EMERGENCY						TOTAL: 8,541.75

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00712	NAPA CENTRAL					
		I-784754	218-45150-42500	REPAIR AND MA STOPLIGHT SWITCH	197470	26.99
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-785212	218-45150-42500	REPAIR AND MA BRAKE PADS	197470	97.59
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01198	SIGN PRO					
		I-71684	218-45150-42650	UNIFORMS LOGO EMBROIDERY	197509	63.60
	PROJ: E01-UNIF	5311-FY18/19		Uniforms		
01-01199	STURDEVANTS AUTO VALUE					
		I-815014140	218-45150-42500	REPAIR AND MA OIL FLEET,DIESEL EXHAUST FLUID	197513	289.13
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815014584	218-45150-42500	REPAIR AND MA BRAKE BOOSTERS,WIPERS,FILTERS	197513	418.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-02679	MENARD'S INC					
		I-53552	218-45150-42600	SUPPLIES & MA ROUNDUP	197453	34.98
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-06708	CDW GOVERNMENT INC					
		I-JL11478	218-45150-43411	COMPUTER HARD CRADLEPOINT FOR 2 BUSES	197384	2,209.50
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-JM23938	218-45150-43411	COMPUTER HARD DOME ANTENNA	197384	622.48
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
01-07717	VERN EIDE FORD LINCOLN					
		I-25033389	218-45150-42500	REPAIR AND MA SEAT BACK PAD	197531	237.37
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-26058092	218-45150-42500	REPAIR AND MA POWERTRAIN SOFTWARE UPDATE	197531	189.75
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-09349	HOWES OIL CO					
		I-324148	218-45150-42610	GAS OIL TIRES FUEL	197424	456.72
		I-324148	218-45150-42610	GAS OIL TIRES FUEL	197424	19.26
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	4,665.37

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00022	NICK RUSSELL					
		I-610	218-45180-42900	FUNDRAISING REFUND FOR RENTAL	197498	430.00
01-00236	BENDER'S SEWER CLEANING					
		I-31172	218-45180-42500	REPAIR & MAIN NORTH CONCESSION, JVCC DRAIN LN	197373	239.00
01-02811	JONES SUPPLIES					
		I-141378	218-45180-42600	SUPPLIES & MA T-PAPER, ROLL TOWELS	197439	118.78
DEPARTMENT 5180 JVCC						TOTAL: 787.78

FUND 218 COMMUNITY SERVICES				TOTAL:		5,453.15

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01221	MT VERNON SCHOOL DISTRI					
		I-05182023	219-45140-42911	CONTRACT SERV SR MEALS-MT VERNON	197466	126.00
01-09069	BIG DADDY D'S INC					
		I-816	219-45140-42911	CONTRACT SERV SR MEALS 05.08-12.2023	197376	2,006.80
		I-818	219-45140-42911	CONTRACT SERV SR MEALS 05.22-26.2023	197376	1,989.40
DEPARTMENT 5140 NUTRITION					TOTAL:	4,122.20

FUND 219 NUTRITION					TOTAL:	4,122.20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00520	HAWKINS INC					
		I-6471331	602-43330-42600	SUPPLIES & MA CHEMICALS	197419	50.00
01-00525	DAKOTA PUMP INC					
		I-16874	602-43330-42500	REPAIR & MAIN WWTP PHONE SUPPORT	197398	156.25
01-02602	PUBLIC HEALTH LABORATOR					
		I-10609972	602-43330-42550	LAB FEES LABS	197488	225.00
01-07598	AQUA-PURE INC					
		I-MITSD2305	602-43330-42620	CHEMICAL SERV BAGS OF SODIUM	197361	1,125.00
01-08281	ARAMARK					
		I-6380097535	602-43330-42600	SUPPLIES & MA DUST MOPS	197362	37.10
01-09044	INTELLIPRO SECURITY LLC					
		I-3629	602-43330-42800	UTILITIES SURVEILLANCE SYSTEMS	197430	37.50
01-09349	HOWES OIL CO					
		I-324148	602-43330-42610	GAS & FUEL FUEL	197424	200.88
DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:						1,831.73

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-3756	602-43340-42660	POSTAGE POSTAGE 05.01-15.2023	197489	14.49
01-00424	RUNNINGS SUPPLY INC					
		I-1624330	602-43340-42600	SUPPLIES & MA ADAPTOR FITTING	197495	19.99
		I-1630064	602-43340-42600	SUPPLIES & MA DRILL BIT,THREADLOCKER	197495	17.98
		I-1631614	602-43340-42600	SUPPLIES & MA IMPACT WRENCH	197495	279.99
01-00436	CHS FARMERS ALLIANCE					
		I-IY4159	602-43340-42500	REPAIR & MAIN TIRE REPAIR	197388	15.00
01-00712	NAPA CENTRAL					
		I-785506	602-43340-42600	SUPPLIES & MA DEF	197470	63.10
01-00717	H & W CONTRACTING LLC					
		I-2021-3 P.E. #1	602-43340-43358	PAINT WEST WT 2021-3 P.E. #1	197418	454,594.50
01-01199	STURDEVANTS AUTO VALUE					
		I-815014144	602-43340-42600	SUPPLIES & MA ON-OFF ROCKER,CIRCUIT,WIRE	197513	14.97
01-01590	MCLEOD'S PRINTING					
		I-67590	602-43340-42910	BILLING OFFIC DISCONNECT NOTICES	197450	129.97
01-01819	NORTHWEST PIPE FITTINGS					
		C-CM418153	602-43340-43348	WATER MAIN-RO RETURNED GASKETED PIPE	197473	3,461.00-
		I-418153-1	602-43340-43348	WATER MAIN-RO GASKETED PIPE	197473	13,151.80
		I-420669	602-43340-42600	SUPPLIES & MA SWIVEL ADAPTOR	197473	170.06
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.05.23	602-43340-42600	SUPPLIES & MA 1416 E SPRUCE ST	197474	39.98
01-02143	HDR ENGINEERING INC					
		I-2022-22 P.E. #9	602-43340-42225	PROFESSIONAL 2022-22 P.E. #9	197420	631.25
01-02470	CORE & MAIN LP					
		I-S658530	602-43340-43409	WATER METERS CHARGER	197391	275.70
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2021-3 P.E. #13	602-43340-43358	PAINT WEST WT 2021-3 P.E. #13	197502	6,107.80
		I-2021-45 P.E. #15	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #15	197502	2,443.75
01-02679	MENARD'S INC					
		I-53114	602-43340-42600	SUPPLIES & MA LED SWITCH,BULBS	197453	22.10
		I-53162	602-43340-42600	SUPPLIES & MA GARDEN HOSE,TOOLBOX,ADAPTOR	197453	587.06
01-06656	PREMIER PEST CONTROL LL					
		I-50343	602-43340-42600	SUPPLIES & MA MAY 2023 PEST CONTROL	197484	75.00
01-08130	C & B OPERATIONS LLC					

PACKET: 06498 MEETING 06.05.2023

VENDOR SET: 01

FUND : 602 WATER

DEPARTMENT: 3340 WATER DISTRIBUTION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08130	C & B OPERATIONS LLC	continued				
		I-12065771	602-43340-42600	SUPPLIES & MA HOSE FITTINGS	197381	167.68
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #19	602-43340-43355	ABOVE GROUND 2020-20 P.E. #19	197427	32,323.48
		I-2020-20 P.E. #20	602-43340-43355	ABOVE GROUND 2020-20 P.E. #20	197427	913.50
01-08466	CHR SOLUTIONS INC					
		I-764377	602-43340-42660	POSTAGE MONTHLY BILLING SERVICE	197387	769.21
		I-764377	602-43340-42910	BILLING OFFIC MONTHLY BILLING SERVICE	197387	376.39
01-09349	HOWES OIL CO					
		I-324148	602-43340-42610	GAS & FUEL FUEL	197424	67.16
		I-324148	602-43340-42610	GAS & FUEL FUEL	197424	88.20
01-09439	ADVANCED ENGINEERING AN					
		I-87167	602-43340-42225	PROFESSIONAL MITCHELL WATRE DIST MODEL SPRT	197354	190.00
01-09514	VOORHEES PLUMBING					
		I-2144	602-43340-42522	WATER MAIN RE NO PRESSURE ON LIDEL ST	197532	178.57
					TOTAL:	510,267.68

FUND 602 WATER					TOTAL:	512,099.41

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00018	RMB ENVIRONMENTAL LABOR					
		I-E000031	604-43200-42550	LABORATORY FE FATHEAD MINNOW DILUTION	197494	600.00
01-00021	ADVANCE AUTO GLASS LLC					
		I-IAA-0523-11991	604-43200-42500	REPAIRS WINDSHIELD REPAIR	197352	50.00
01-00356	QUALIFIED PRESORT					
		I-2279-3756	604-43200-42660	POSTAGE POSTAGE 05.01-15.2023	197489	13.86
01-00424	RUNNINGS SUPPLY INC					
		I-1619918	604-43200-42600	SUPPLIES SERVICE KIT	197495	21.99
		I-1625930	604-43200-42600	SUPPLIES SPRAY HOSES	197495	22.65
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E. #8	604-43200-43300	NORTH PLANT I 2021-31 P.E. #8	197415	1,818.50
01-02143	HDR ENGINEERING INC					
		I-2021-31 P.E. #26	604-43200-43300	NORTH PLANT I 2021-31 P.E. #26	197420	36,826.01
01-02495	SCOTT SUPPLY CO.					
		I-11155P	604-43200-42600	SUPPLIES BLADE	197504	75.99
01-02602	PUBLIC HEALTH LABORATOR					
		I-10609876	604-43200-42550	LABORATORY FE LABS	197488	85.00
01-03014	ADVANCE AUTO PARTS					
		I-5761314578998	604-43200-42600	SUPPLIES DUAL FOOT AIR,GAUGE CAPS	197353	15.18
01-06656	PREMIER PEST CONTROL LL					
		I-50344	604-43200-42600	SUPPLIES MAY 2023 PEST CONTROL	197484	75.00
01-08466	CHR SOLUTIONS INC					
		I-764377	604-43200-42660	POSTAGE MONTHLY BILLING SERVICE	197387	769.21
01-09044	INTELLIPRO SECURITY LLC					
		I-3629	604-43200-42800	UTILITIES SURVEILLANCE SYSTEMS	197430	37.50
01-09697	THOMAS HOLLEMAN					
		I-05102023	604-43200-42700	TRAVEL, CONF, ABERDEEN EXAM MEAL,MILEAGE	197423	173.63
DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:						40,584.52

6/01/2023 8:35 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 48

PACKET: 06498 MEETING 06.05.2023

VENDOR SET: 01

FUND : 604 SEWER

DEPARTMENT: 3210 WASTE WATER IND PRETREAT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01710	MINNESOTA VALLEY TESTIN					
		I-1199500	604-43210-42550	LABORATORY FE CYANIDE	197461	121.00
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						121.00

06/01/2023 8:35 AM		REGULAR DEPARTMENT PAYMENT REGISTER				PAGE: 49	
PACKET: 06498 MEETING 06.05.2023							
VENDOR SET: 01							
FUND : 604 SEWER							
DEPARTMENT: 3250 WASTE WATER COLLECTION		BANK: APBNK					
BUDGET TO USE: CB-CURRENT BUDGET							
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
=====							
01-00424	RUNNINGS SUPPLY INC						
		I-1625084	604-43250-42600	SUPPLIES HYDRANT BURY	197495	229.99	
		I-1626891	604-43250-42600	SUPPLIES SOCKETS,RAKES	197495	81.67	
01-00428	CARQUEST AUTO PARTS INC						
		I-4977-286842	604-43250-42600	SUPPLIES TERRACAIR DEF	197383	41.97	
01-00436	CHS FARMERS ALLIANCE						
		I-IY4134	604-43250-42600	SUPPLIES GLADIATOR TIRES MOUNTED	197388	262.50	
01-00525	DAKOTA PUMP INC						
		C-16506	604-43250-42600	SUPPLIES CREDIT DAILEY DR LS	197398	1,351.52-	
		I-16505	604-43250-42600	SUPPLIES DAILEY DR LS-REPLACE TRANSDUCR	197398	1,379.10	
		I-16917	604-43250-42600	SUPPLIES GAUGES	197398	724.92	
01-00717	H & W CONTRACTING LLC						
		I-2021-25 P.E. #1	604-43250-43336	LIVESAY UTILI 2021-25 P.E. #1	197418	289,549.80	
01-00917	DAKOTA FLUID POWER INC						
		I-7076640	604-43250-42500	REPAIRS CYLINDER REPAIR	197396	261.77	
01-01395	MITCHELL CONCRETE PRODU						
		I-103168	604-43250-42600	SUPPLIES INTERLOCKING BLOCKS	197463	300.00	
01-01404	MITCHELL IRON & SUPPLY						
		I-79220	604-43250-42600	SUPPLIES HOSE END,LABOR	197465	41.14	
		I-79254	604-43250-42600	SUPPLIES COUPLER	197465	68.00	
01-01590	MCLEOD'S PRINTING						
		I-67590	604-43250-42910	BILLING OFFIC DISCONNECT NOTICES	197450	129.97	
01-01805	FASTENAL COMPANY						
		I-SDMIT167177	604-43250-42600	SUPPLIES VESTS,SLING	197411	267.98	
01-01830	NORTHWESTERN ENERGY						
		I-2572870-0.05.23	604-43250-42800	UTILITIES 1511 N COMMERCE	197474	174.92	
		I-2582739-5.05.23	604-43250-42800	UTILITIES 1300 W NORWAY AVE	197474	116.48	
		I-2809477-9.05.23	604-43250-42800	UTILITIES 1423 COUNTRY DR	197474	237.93	
01-02143	HDR ENGINEERING INC						
		I-2022-22 P.E. #9	604-43250-42200	PROFESSIONAL 2022-22 P.E. #9	197420	631.25	
01-02480	SCHMUCKER, PAUL, NOHR &						
		I-2021-45 P.E. #16	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #16	197502	897.50	
		I-2023-16 P.E. #3	604-43250-43350	S HARMON/OHLM 2023-16 P.E. #3	197502	5,635.08	
		I-2023-6 P.E. #2	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #2	197502	5,927.80	
01-06656	PREMIER PEST CONTROL LL						
		I-50353	604-43250-42600	SUPPLIES MAY 2023 PEST CONTROL	197484	75.00	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08466	CHR SOLUTIONS INC					
		I-764377	604-43250-42910	BILLING OFFIC MONTHLY BILLING SERVICE	197387	376.39
01-09142	HYDRO-KLEAN LLC					
		I-083444	604-43250-43310	MANHOLE REHAB SCANNING FORTY-TWO MANHOLES	197425	1,750.00
01-09349	HOWES OIL CO					
		I-324148	604-43250-42610	GAS FUEL	197424	47.36
		I-324148	604-43250-42610	GAS FUEL	197424	77.21
01-10154	SCHOENFELDER PORTABLES					
		I-2891	604-43250-42600	SUPPLIES TOILET RENTAL	197503	100.00
DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:						308,034.21

FUND 604 SEWER TOTAL:						348,739.73

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02624	SD PUBLIC ASSURANCE ALL					
		I-29554	606-43500-42100	INSURANCE ADDITIONAL COVERAGE TRACTOR	197507	198.07
01-03267	WALMART/CAPITAL ONE					
		I-07321	606-43500-42600	SUPPLIES & MA VIR TOWER PARTS	197533	104.98
				DEPARTMENT 3500 AIRPORT	TOTAL:	303.05

				FUND 606 AIRPORT	TOTAL:	303.05

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00436	CHS FARMERS ALLIANCE					
	I-IY4132	612-43220-42600	SUPPLIES	DEF	197388	145.75
01-01830	NORTHWESTERN ENERGY					
	I-3750165-7.05.23	612-43220-42800	UTILITIES	2801 E HAVENS ST	197474	258.29
01-02484	DARRINGTON WATER COND					
	I-60160.04.23	612-43220-42500	REPAIR & MAIN COOLER RENTAL		197401	12.00
01-02653	DEPARTMENT OF MOTOR VEH					
	I-05052023	612-43220-43450	SEMI TRACTOR	FREIGHTLINER TITLE, PLATE, REGST	197404	26.70
01-06656	PREMIER PEST CONTROL LL					
	I-50345	612-43220-42500	REPAIR & MAIN MAY 2023 PEST CONTROL		197484	175.00
01-09891	MILLENNIUM RECYCLING					
	I-480408	612-43220-42200	CONTRACT-MILL SINGLE STREAM FEE		197460	1,668.05
DEPARTMENT 3220 RECYCLING PROGRAM						TOTAL: 2,285.79

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-3756	612-43230-42660	POSTAGE	POSTAGE 05.01-15.2023	197489 13.86
01-00436	CHS FARMERS ALLIANCE					
		I-IY3985	612-43230-42500	REPAIRS	MOUNT TIRES	197388 240.00
		I-IY4202	612-43230-42500	REPAIRS	MOUNT TIRES	197388 240.00
01-00917	DAKOTA FLUID POWER INC					
		I-7076631	612-43230-42600	SUPPLIES	ORING SWIVELS	197396 198.54
01-01198	SIGN PRO					
		I-71696	612-43230-43410	GARBAGE TRUCK	GARBAGE TRUCK LETTERING	197509 781.53
01-01199	STURDEVANTS AUTO VALUE					
		I-815014146	612-43230-42600	SUPPLIES	UNIVERSAL JOINTS	197513 18.99
01-01590	MCLEOD'S PRINTING					
		I-67590	612-43230-42910	BILLING OFFIC	DISCONNECT NOTICES	197450 129.96
01-01830	NORTHWESTERN ENERGY					
		I-2576522-3.05.23	612-43230-42800	UTILITIES	1404 W 5TH AVE SHED	197474 43.80
01-02555	TWO WAY SOLUTIONS INC					
		I-128231	612-43230-42600	SUPPLIES	ANALOG RADIO	197527 615.99
01-02653	DEPARTMENT OF MOTOR VEH					
		I-05182023	612-43230-42600	SUPPLIES	2023 FREIGHTLINER TITLE,REG,PL	197404 26.70
01-08466	CHR SOLUTIONS INC					
		I-764377	612-43230-42660	POSTAGE	MONTHLY BILLING SERVICE	197387 769.22
		I-764377	612-43230-42910	BILLING OFFIC	MONTHLY BILLING SERVICE	197387 376.39
01-09004	DAK TECH INC					
		I-INV0345947	612-43230-42540	REPR/MTN COMP	NEW DESKTOP COMPUTER STATION	197395 1,390.00
01-09349	HOWES OIL CO					
		I-324148	612-43230-42610	GAS & OIL	FUEL	197424 1,002.21
		I-324148	612-43230-42610	GAS & OIL	FUEL	197424 28.69
01-09582	TRAVIS PLATT					
		I-05222023	612-43230-42650	UNIFORMS	LOGOD UNIFORM REIMBURSE	197482 61.95
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	5,937.83

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-3756	612-43240-42600	SUPPLIES POSTAGE 05.01-15.2023	197489	28.72
01-00424	RUNNINGS SUPPLY INC					
		I-1631524	612-43240-42600	SUPPLIES TIRE SEALANT	197495	26.99
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.05.23	612-43240-42800	UTILITIES ACCT #13061001	197385	685.71
01-01417	GOLDEN WEST TECHNOLOGIE					
		I-411585	612-43240-42500	REPAIR AND MA REMOTE PROGRAMMING CHARGE	197416	50.00
01-02144	DAVISON COUNTY					
		I-05162023	612-43240-42211	DAVISON COUNT 05.01.22-04.30.23 FEES COLLECT	197403	62,844.60
01-02484	DARRINGTON WATER COND					
		I-49197.04.23	612-43240-42500	REPAIR AND MA COOLER RENTAL	197401	31.05
01-03531	OFFICE OF WEIGHTS & MEA					
		I-K2345703	612-43240-42500	REPAIR AND MA SCALE INSPECTION FEES	197478	206.00
01-04293	JCL SOLUTIONS					
		I-1325142-1	612-43240-42600	SUPPLIES WHITE POP UP BOXES	197437	296.00
01-09004	DAK TECH INC					
		I-INV0345933	612-43240-42540	REPAIRS/MAINT LANDFILL WORKSTATION	197395	905.00
01-09349	HOWES OIL CO					
		I-324148	612-43240-42610	GAS & OIL FUEL	197424	873.05
		I-324148	612-43240-42610	GAS & OIL FUEL	197424	5,287.89
01-10554	MIDWEST OIL COMPANY					
		I-1022212	612-43240-42600	SUPPLIES GALLON DRUMS	197459	586.71
DEPARTMENT 3240 LANDFILL					TOTAL:	71,821.72

FUND 612 SANITATION					TOTAL:	80,045.34

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER'S SEWER CLEANING					
		I-31172	613-45650-42500	REPAIRS & MAI NORTH CONCESSION,JVCC DRAIN LN	197373	230.00
01-00424	RUNNINGS SUPPLY INC					
		I-1618931	613-45650-42600	SUPPLIES & MA COMPRESSED AIR,BATTERIES	197495	62.28
		I-1624238	613-45650-42600	SUPPLIES & MA GLOVES	197495	26.95
	PROJ: X04-42600	DECORATING		SUPPLIES		
		I-1631470	613-45650-42600	SUPPLIES & MA SPRAY,TRIPLE ANTIBIOTIC CREAM	197495	34.47
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-287141	613-45650-42600	SUPPLIES & MA BATTERY CABLE	197383	48.00
01-00483	COUNTY FAIR					
		I-7014	613-45650-42610	COST OF GOODS BUNS,KETCHUP,PLATES	197394	34.92
01-01590	MCLEOD'S PRINTING					
		I-67575	613-45650-42320	ADVERTISING/P PULL DOOR STICKERS	197450	15.00
01-02679	MENARD'S INC					
		I-52385A	613-45650-42500	REPAIRS & MAI CLEANERS	197453	62.46
		I-53108	613-45650-42600	SUPPLIES & MA FURRING,DRIVE BIT,BLADES	197453	78.92
01-02811	JONES SUPPLIES					
		I-141273	613-45650-42600	SUPPLIES & MA T-TISSUE,TOWELS,GLOVES,SOAPS	197439	314.88
		I-141274	613-45650-42600	SUPPLIES & MA GLOVES,LINERS	197439	73.06
		I-141348	613-45650-42600	SUPPLIES & MA SOAP	197439	65.92
		I-141392	613-45650-42600	SUPPLIES & MA LINERS,CLEANERS,CELL BATTERY	197439	249.74
		I-141503	613-45650-42500	REPAIRS & MAI BATTERY,BOWL CLEANER,LINERS	197439	237.74
01-02880	THUNE TRUE VALUE & APPL					
		I-D26466	613-45650-42665	SMALL EQUIPME MICROWAVE	197518	498.00
01-03700	CORE-MARK MIDCONTINENT					
		C-9272862	613-45650-42610	COST OF GOODS RETURNED DILL PICKLES	197392	37.50-
		I-1004779	613-45650-42610	COST OF GOODS BUNS,GLOVES,CHIPS,MARSHMALLOWS	197392	1,363.70
		I-1015346	613-45650-42610	COST OF GOODS ENERGY DRINKS,CHIPDS,MARAGRINE	197392	809.97
		I-1027584-72	613-45650-42610	COST OF GOODS CANDY CORN,CHEDDAR FLAVOR	197392	296.75
01-04537	PORTER DISTRIBUTING CO					
		I-203370	613-45650-42615	COGS-ALCOHOL BEER	197483	66.45
01-05454	AIA CORPORATION					
		I-SSC2954013	613-45650-42650	UNIFORMS LEACH LOGOD UNIFORMS	197355	202.30
01-05892	GAYLEN'S GOURMET POPCOR					
		I-1216	613-45650-42610	COST OF GOODS FLAVORED POPCORN	197414	734.40
01-07344	CHESTERMAN COMPANY					

PACKET: 06498 MEETING 06.05.2023

VENDOR SET: 01

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07344	CHESTERMAN COMPANY		continued			
		I-11024036	613-45650-42610	COST OF GOODS SPARKLING PLB	197386	252.70
01-08281	ARAMARK					
		I-6380095095	613-45650-42600	SUPPLIES & MA MAT CLEANING	197362	30.66
01-09703	AMAZON CAPITAL SERVICES					
		I-11C3-X67H-CRKH	613-45650-42600	SUPPLIES & MA SPLITTER DUPLICATOR	197358	18.98
01-10254	LEIGHTON FAMILY FARMS					
		I-676	613-45650-42610	COST OF GOODS POPCORN	197446	877.60
01-10353	DIMOCK DAIRY INC					
		I-23051252	613-45650-42610	COST OF GOODS VARIETY OF CHEESES	197405	183.00
01-10425	ETIX					
		I-CP043023	613-45650-42900	TICKETING FEE BOX OFFICE FEES	197410	2,737.15
				DEPARTMENT 5650 CORN PALACE	TOTAL:	9,568.50
				FUND 613 CORN PALACE	TOTAL:	9,568.50

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-3756	614-45250-42600	SUPPLIES & MA POSTAGE 05.01-15.2023	197489	0.63
01-00424	RUNNINGS SUPPLY INC					
		I-1613933	614-45250-42600	SUPPLIES & MA SOCKETS,FORKS,RAKES,BATTERY	197495	96.45
		I-1630865	614-45250-42600	SUPPLIES & MA RAIN GAUGE,HOSES,ABSORBINE	197495	70.16
01-00712	NAPA CENTRAL					
		I-785049	614-45250-42600	SUPPLIES & MA ANTIFREEZE	197470	30.36
01-01300	M & M GREENHOUSE					
		I-05202023	614-45250-42600	SUPPLIES & MA FLOWERS	197448	95.00
01-01830	NORTHWESTERN ENERGY					
		I-2581643-0.05.23	614-45250-42800	UTILITIES GOLF PUMP 100 H	197474	1,329.53
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670213343	614-45250-42800	UTILITIES ACCT #026306702	197457	8.00
01-05227	PRESTIGE FLAG					
		I-724589	614-45250-42600	SUPPLIES & MA PRACTICE FLAGS	197487	143.83
01-08892	ERIC HIEB					
		I-05302023	614-45250-42200	GOLF PRO CONT BASE CONTRACT 6-2023	197422	8,724.86
		I-053023	614-45250-42200	GOLF PRO CONT CLOVER CC FEES	197422	83.69
01-09058	SITEONE LANDSCAPE SUPPL					
		C-195408	614-45250-42604	TREES & SOD DUPLICATE PAYMENT CK#195408	197510	931.58-
		I-129415560-001	614-45250-42602	CHEMICALS VIVAX LIQUID WETTING AGENT	197510	1,458.91
01-10363	NORBY GOLF COURSE DESIG					
		I-2313	614-45250-43300	IMPROVEMENTS GOLF ARCHITECTURAL MAY 2023	197471	11,400.00
DEPARTMENT 5250 GOLF COURSE						TOTAL: 22,509.84

FUND 614 GOLF COURSE						TOTAL: 22,509.84

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01193	KROHMER PLUMBING INC					
		I-72468	619-45220-42500	REPAIR & MAIN REPLACE MIXING VALVE CAMPGRND	197443	1,317.69
01-01590	MCLEOD'S PRINTING					
		I-67499	619-45220-42600	SUPPLIES TIME SHEETS	197450	81.98
01-02679	MENARD'S INC					
		C-52593	619-45220-42500	REPAIR & MAIN RETURNED FLAT PANEL	197453	74.99-
		I-52552	619-45220-42500	REPAIR & MAIN FLAT PANEL ALUMINUM	197453	149.98
		I-52577	619-45220-42500	REPAIR & MAIN FLAG	197453	29.99
		I-52594	619-45220-42500	REPAIR & MAIN LED FLAT FLASH	197453	59.97
01-08586	BERNTSEN INTERNATIONAL					
		I-300481	619-45220-42500	REPAIR & MAIN CAMPGROUND MARKER POSTS	197374	891.39
01-08594	MAKE IT MINE DESIGNS					
		I-30032	619-45220-42500	REPAIR & MAIN CAMPGROUND REFLECTIVE SIGN	197449	50.00
DEPARTMENT 5220 CAMPGROUND					TOTAL:	2,506.01

FUND 619 CAMPGROUND					TOTAL:	2,506.01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01700	AAA COLLECTIONS INC					
		I-7783-2.04.23	621-369	REFUNDS & REI COLLECTIONS FEE	197350	168.03
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						168.03

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00531	PAULSON SHEET METAL INC					
	I-S14188	621-44600-42500	REPAIRS & MAI	DIAGNOSTIC MIDDLE UNIT ON ROOF	197480	209.57
01-02700	HENRY SCHEIN INC					
	I-37484116	621-44600-42600	SUPPLIES	GLOVES,BEDPANS	197421	191.46
01-03316	MEDICAL WASTE TRANSPORT					
	I-88623	621-44600-42200	PROFESSIONAL	MEDICAL WASTE	197451	133.67
01-05325	TRITECH SOFTWARE SYSTEM					
	I-382685	621-44600-42693	SOFTWARE/SUPP	ANNUAL SUBSCRIPTION FEE	197525	160.46
01-07717	VERN EIDE FORD LINCOLN					
	I-25033333	621-44600-42530	REPAIR & MAIN	BUSHINGS	197531	26.14
01-08156	PREMIER SPECIALTY VEHIC					
	I-1004622	621-44600-42530	REPAIR & MAIN	WATER VALVE KIT	197485	267.53
	I-5346	621-44600-43420	AMBULANCE REP	2022 FORD AMBULANCE	197486	155,626.00
01-09349	HOWES OIL CO					
	I-324148	621-44600-42610	GAS & OIL	FUEL	197424	53.09
01-09962	QUICK MED CLAIMS					
	I-INV29138	621-44600-42250	CONTRACT-QMC	MONTHLY CONTRACT	197490	3,895.89
01-10398	TRISTIAN JOHNSON					
	I-05092023	621-44600-42700	TRAVEL, TRAIN	JOHNSON-NREMT RECERT	197438	25.00
					DEPARTMENT 4600 EMS	TOTAL: 160,588.81

					FUND 621 EMERGENCY MEDICAL SERVICE	TOTAL: 160,756.84

PACKET: 06498 MEETING 06.05.2023

VENDOR SET: 01

FUND : 724 STREET CONSTRUCTION

DEPARTMENT: 5000 STREET CONST.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2022-23 P.E. #9	724-45000-42900	PROJECT CONST 2022-23 P.E. #9	197502	971.25
				DEPARTMENT 5000 STREET CONST.	TOTAL:	971.25
				FUND 724 STREET CONSTRUCTION	TOTAL:	971.25
					REPORT GRAND TOTAL:	1,599,747.00

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2023-2024	101-41110-42300	LEGAL PUBLICATIONS	798.36	18,000	14,714.56		
	101-41110-42600	SUPPLIES & MATERIALS	14.75	625	585.95-	Y	
	101-41220-42600	SUPPLIES & MATERIALS	75.98	500	408.13		
	101-41230-42920	SPORTS AUTHORITY PROMOTION	5,000.00	80,000	28,585.00		
	101-41300-42900	ELECTION	17.78	8,000	7,963.62		
	101-41410-42200	PROFESSIONAL SERVICES	120.00	10,000	8,224.00		
	101-41420-42620	CHECKS, RCPTS, FORMS	489.90	2,080	1,270.67		
	101-41420-42650	UNIFORMS	139.92	1,500	1,360.08		
	101-41440-42230	EMPLOYEE ASSISTANCE & TRAI	6,500.00	18,500	6,779.50		
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	2,893.00	29,900	6,561.70		
	101-41440-42600	SUPPLIES & MATERIALS	177.57	1,500	1,072.53		
	101-41440-42630	AED REPLACEMENT PROGRAM	527.00	8,400	7,873.00		
	101-41440-42980	SAFETY COMMITTEE	220.01	750	529.99		
	101-41920-42520	REPAIR-CITY HALL	325.00	3,100	579.83		
	101-41935-42250	MANAGED PRINT SERVICES	4,094.29	52,000	31,222.94		
	101-41935-42615	POSTAGE	338.88	8,000	5,504.24		
	101-41935-42920	COMPUTER SOFTWARE	1,066.14	110,355	9,595.68		
	101-41935-43511	COMPUTER SOFTWARE	7,058.67	26,638	18,454.33		
	101-42110-42200	PROFESSIONAL SERVICES	128.57	16,030	10,860.89		
	101-42110-42500	REPAIR & MAINTENANCE	2,480.13	94,764	71,738.54		
	101-42110-42600	SUPPLIES	2,447.45	45,275	4,192.61-	Y	
	101-42110-42610	GAS OIL TIRES	1,516.98	60,000	31,108.66		
	101-42110-42640	UNIFORM ALLOWANCE	434.27	7,000	4,272.43		
	101-42110-42670	SERVICE DOG SUPPLY	100.00	2,030	1,285.46		
	101-42110-42693	COMPUTER SOFTWARE	20,845.30	39,021	9,119.70		
	101-42110-42700	TRAVEL, CONF & DUES	126.00	23,000	4,704.10		
	101-42110-42800	TELEPHONE	1,049.83	15,000	9,219.49		
	101-42110-42902	ALCOHOL TASK FORCE	69.95	3,500	2,899.03		
	101-42130-42520	EMERGENCY SIREN UTILITIES	113.11	2,700	1,634.78		
	101-42130-42530	TRAFFIC LIGHTS MAINT	826.00	11,500	5,290.79		
	101-42130-42535	LIGHT MAINTENANCE	702.16	21,000	11,241.83		
	101-42130-42540	SIGNS	19.88	12,000	1,021.09		
	101-42130-42545	PAINT	3,109.40	16,000	11,068.74		
	101-42130-42600	SUPPLIES	577.71	3,000	105.98		
	101-42130-42610	GAS, OIL, TIRES	11.98	4,000	862.46		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	902.32	38,500	24,635.23		
	101-42130-42835	UTILITIES-STREET LIGHTS	1,035.81	240,000	158,306.60		
	101-42200-42500	REPAIR & MAINTENANCE	257.53	6,880	427.68		
	101-42200-42600	SUPPLIES	195.34	23,450	18,965.66		
	101-42200-42610	GAS & OIL	156.59	8,500	5,397.27		
	101-42200-42700	TRAVEL, CONF & DUES	2,024.00	10,000	5,928.52		
	101-42200-42800	TELEPHONE	104.64	2,000	772.99		
	101-43100-42500	REPAIRS	168.00	16,000	10,305.19		
	101-43100-42600	SUPPLIES	7,787.13	131,700	38,418.53		
	101-43100-42610	GAS	9,611.27	97,000	36,245.91		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-43100-42620	ASPHALT MIX	11,904.84	120,000	104,471.96		
	101-43100-42661	MECHANICS TOOL ALLOWANCE	350.00	1,400	1,050.00		
	101-43100-42800	UTILITIES	726.66	15,000	5,596.86		
	101-43110-42500	REPAIRS	16.99	700	683.01		
	101-43110-42600	SUPPLIES	231.03	4,000	1,358.69		
	101-43110-42625	BOOKS & MANUALS	1,472.10	250	1,520.60-	Y	
	101-43110-42694	COMPUTER HARDWARE	2,350.00	2,500	2,382.60-	Y	
	101-43110-42750	PLANNING COMMISSION EXPENS	55.93	1,000	560.55		
	101-43120-42200	PROF SERVICES-DESIGN	3,786.45	145,800	138,455.17		
	101-43120-43300	STREET OVERLAY MAINT	720.41	1,292,000	1,236,721.10		
	101-43120-43313	SPRUCE ST RR CROSSING	6.37	886,886	873,892.13		
	101-43130-42600	SUPPLIES & MATERIALS	78.34	88,408	31,741.08		
	101-43150-42600	SUPPLIES & MATERIALS	3,316.50	10,000	6,474.94		
	101-43150-42800	UTILITIES	23.61	500	407.87		
	101-43150-43325	5TH & 9TH PROJECT	6,022.97	55,113	49,090.03		
	101-43700-42600	SUPPLIES & MATERIALS	142.97	16,000	7,300.30		
	101-43700-42604	TREES, SOD & SEED	464.99	2,000	335.01		
	101-43700-42800	UTILITIES	121.75	5,000	3,326.24		
	101-44110-42950	SAFE PLACE OF EASTERN SD	20,000.00	20,000	0.00		
	101-44120-42800	UTILITIES-POUND	120.55	4,000	3,236.39		
	101-44120-42900	IMPOUNDING DOGS	350.00	14,700	8,053.69		
	101-45000-42905	EXCHANGE CL FIREWORKS DISP	10,000.00	10,000	0.00		
	101-45500-42500	REPAIR & MAINTENANCE	9,505.73	16,500	6,009.81		
	101-45500-42600	SUPPLIES & MATERIALS	631.05	12,500	6,870.28		
	101-45500-42800	UTILITIES	3,248.85	41,100	19,964.44		
	101-45500-42902	COMPUTER SOFTWARE	243.75	0	273.70-	Y	
	101-45500-43420	BOOKS	1,554.05	47,000	30,642.09		
	101-45500-43421	AUDIO-VISUAL	96.00	8,500	7,329.40		
	201-45110-42550	REPAIR & MAINT-AQUATICS	909.26	11,000	10,090.74		
	201-45110-42600	SUPPLIES & MATERIALS	2,059.93	10,000	7,512.96		
	201-45110-42601	CONCESSION SUPPLIES	409.80	25,000	24,590.20		
	201-45110-42605	SUPPLIES & MAT-AQUATICS	4.99	5,500	4,291.55		
	201-45140-42300	PUBLISHING	870.00	45,000	23,157.05		
	201-45140-42500	REPAIR & MAINTENANCE	515.50	33,000	25,871.76		
	201-45140-42600	SUPPLIES & MATERIALS	809.94	29,000	18,605.68		
	201-45140-42601	CONCESSION SUPPLIES	261.51	15,000	9,464.63		
	201-45140-42602	CHEMICALS	4,812.41	16,000	6,612.17		
	201-45140-42650	UNIFORMS	15.00	1,250	841.90		
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	596.43	731,309	487,867.06		
	201-45160-42200	PROFESSIONAL SERVICES	370.17	900	179.83		
	201-45160-42500	REPAIR & MAINTENANCE	3,068.50	56,677	37,276.77		
	201-45160-42600	SUPPLIES & MATERIALS	6,711.15	57,113	35,646.65		
	201-45160-42610	GAS & FUEL	462.92	13,500	8,948.41		
	201-45160-42800	UTILITIES	9,726.99	128,520	60,199.80		
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	30,816.00	247,003	210,827.00		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45160-43400	CAPITAL EQUIPMENT	237.75	18,500	4,678.39				
	201-45165-42600	SUPPLIES	39.78	1,000	953.24				
	201-45165-42610	COST OF GOODS SOLD	1,845.37	27,000	16,515.56				
	201-45210-42500	REPAIR & MAINTENANCE	3,376.69	41,500	19,649.22				
	201-45210-42600	SUPPLIES & MATERIALS	6,927.43	64,600	44,076.70				
	201-45210-42602	CHEMICALS	4,168.00	5,500	1,332.00				
	201-45210-42604	TREES	200.00	3,000	2,800.00				
	201-45210-42610	GAS & FUEL	1,795.35	31,000	20,302.16				
	201-45210-42650	UNIFORMS	27.98	2,100	1,614.38				
	201-45210-42800	UTILITIES	214.83	54,700	44,908.07				
	201-45220-42600	SUPPLIES & MATERIALS	85.16	1,900	1,754.08				
	203-45220-42200	PROFESSIONAL SERVICES	196,615.25	415,204	47,788.67-	Y			
	213-46311-42900	PROJECT IMPROVEMENTS	1,975.35	49,500	35,495.85				
	214-43500-42500	REPAIRS & MAINTENANCE	83.83	3,696	3,612.17				
	214-43500-42800	UTILITIES - TELEPHONE	45.31	3,154	1,878.69				
	214-43500-42910	SERVICE CONTRACTS	8,412.61	20,518	11,170.82				
	218-45150-42500	REPAIR AND MAINTENANCE	1,258.83	11,500	5,045.65				
	218-45150-42600	SUPPLIES & MATERIALS	34.98	10,300	7,870.85				
	218-45150-42610	GAS OIL TIRES	475.98	60,000	26,154.34				
	218-45150-42650	UNIFORMS	63.60	1,000	439.27				
	218-45150-43411	COMPUTER HARDWARE	2,831.98	0	2,831.98-	Y			
	218-45180-42500	REPAIR & MAINTENANCE	239.00	6,600	4,592.02				
	218-45180-42600	SUPPLIES & MATERIALS	118.78	6,500	4,636.63				
	218-45180-42900	FUNDRAISING	430.00	6,750	2,811.88				
	219-45140-42911	CONTRACT SERVICES-MEALS	4,122.20	196,710	129,323.77				
	602-43330-42500	REPAIR & MAINTENANCE	156.25	25,000	22,023.05				
	602-43330-42550	LAB FEES	225.00	22,600	21,098.00				
	602-43330-42600	SUPPLIES & MATERIALS	87.10	17,500	10,218.40				
	602-43330-42610	GAS & FUEL	200.88	2,200	771.46				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	1,125.00	30,000	27,750.00				
	602-43330-42800	UTILITIES	37.50	160,000	123,493.64				
	602-43340-42225	PROFESSIONAL SERVICES	821.25	35,219	12,009.32				
	602-43340-42500	REPAIR & MAINTENANCE	15.00	11,000	10,008.36				
	602-43340-42522	WATER MAIN REPAIRS	178.57	18,000	17,821.43				
	602-43340-42600	SUPPLIES & MATERIALS	1,457.91	118,000	19,358.59-	Y			
	602-43340-42610	GAS & FUEL	155.36	10,000	4,393.32				
	602-43340-42660	POSTAGE	783.70	9,000	5,689.20				
	602-43340-42910	BILLING OFFICE	506.36	10,000	6,984.87				
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	2,443.75	998,000	992,996.25				
	602-43340-43348	WATER MAIN-ROWLEY	9,690.80	77,534	35,671.26				
	602-43340-43355	ABOVE GROUND STORAGE	33,236.98	16,000,000	15,861,115.71				
	602-43340-43358	PAINT WEST WTR TOWER	460,702.30	1,150,011	591,145.55				
	602-43340-43409	WATER METERS	275.70	25,000	45,229.12-	Y			
	604-43200-42500	REPAIRS	50.00	15,000	5,185.54				
	604-43200-42550	LABORATORY FEES	685.00	2,500	1,815.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	604-43200-42600	SUPPLIES	210.81	20,000	13,755.50			
	604-43200-42660	POSTAGE	783.07	9,000	5,644.13			
	604-43200-42700	TRAVEL, CONF, DUES	173.63	2,500	254.77			
	604-43200-42800	UTILITIES	37.50	225,000	145,205.53			
	604-43200-43300	NORTH PLANT IMPROVEMENTS	38,644.51	12,711,858	10,507,358.44			
	604-43210-42550	LABORATORY FEES & SERVICES	121.00	5,800	4,490.94			
	604-43250-42200	PROFESSIONAL SERVICES	631.25	24,220	452.86			
	604-43250-42500	REPAIRS	261.77	30,000	26,557.86			
	604-43250-42600	SUPPLIES	2,220.75	47,550	34,547.71			
	604-43250-42610	GAS	124.57	6,000	3,540.17			
	604-43250-42800	UTILITIES	529.33	61,100	47,322.38			
	604-43250-42910	BILLING OFFICE	506.36	9,000	5,984.85			
	604-43250-43310	MANHOLE REHABILITATION	1,750.00	50,000	19,000.00-	Y		
	604-43250-43336	LIVESAY UTILITIES	289,549.80	745,979	451,076.35			
	604-43250-43348	HIGHWAY 37 UTILITIES	897.50	660,000	655,291.25			
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	5,927.80	2,225,000	2,205,838.45			
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	5,635.08	857,000	843,986.13			
	606-43500-42100	INSURANCE	198.07	14,000	2,138.34			
	606-43500-42600	SUPPLIES & MATERIALS	104.98	8,500	5,162.19			
	612-43220-42200	CONTRACT-MILLENNIUM	1,668.05	35,000	25,547.60			
	612-43220-42500	REPAIR & MAINTENANCE	187.00	5,000	3,786.15			
	612-43220-42600	SUPPLIES	145.75	18,000	11,962.89			
	612-43220-42800	UTILITIES	258.29	5,000	2,888.13			
	612-43220-43450	SEMI TRACTOR	26.70	125,000	4,295.30			
	612-43230-42500	REPAIRS	480.00	11,000	5,194.42			
	612-43230-42540	REPR/MTN COMPUTER	1,390.00	0	1,390.00-	Y		
	612-43230-42600	SUPPLIES	860.22	40,000	25,661.68			
	612-43230-42610	GAS & OIL	1,030.90	40,000	26,619.72			
	612-43230-42650	UNIFORMS	61.95	750	625.56			
	612-43230-42660	POSTAGE	783.08	9,000	5,669.64			
	612-43230-42800	UTILITIES	43.80	600	314.34			
	612-43230-42910	BILLING OFFICE	506.35	8,000	4,984.86			
	612-43230-43410	GARBAGE TRUCK	781.53	280,000	22,494.53-	Y		
	612-43240-42211	DAVISON COUNTY FEE	62,844.60	60,000	2,844.60-	Y		
	612-43240-42500	REPAIR AND MAINTENANCE	287.05	32,000	21,736.51			
	612-43240-42540	REPAIRS/MAINTENANCE COMPUT	905.00	0	1,905.00-	Y		
	612-43240-42600	SUPPLIES	938.42	53,000	22,858.51			
	612-43240-42610	GAS & OIL	6,160.94	90,000	55,624.59			
	612-43240-42800	UTILITIES	685.71	13,000	7,974.05			
	613-45650-42320	ADVERTISING/PRINTING	15.00	28,500	28,485.00			
	613-45650-42500	REPAIRS & MAINTENANCE	530.20	54,180	42,235.90			
	613-45650-42600	SUPPLIES & MATERIALS	1,003.86	40,000	28,951.87			
	613-45650-42610	COST OF GOODS SOLD	4,515.54	170,000	72,246.22			
	613-45650-42615	COGS-ALCOHOL	66.45	20,500	14,022.35			
	613-45650-42650	UNIFORMS	202.30	1,750	1,211.26			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	613-45650-42665	SMALL EQUIPMENT	498.00	4,325	3,827.00		
	613-45650-42900	TICKETING FEES	2,737.15	4,760	1,378.15		
	614-45250-42200	GOLF PRO CONTRACT	8,808.55	66,525	29,729.90		
	614-45250-42600	SUPPLIES & MATERIALS	436.43	20,000	9,369.69		
	614-45250-42602	CHEMICALS	1,458.91	25,000	8,314.95		
	614-45250-42604	TREES & SOD	931.58-	2,500	3,206.58		
	614-45250-42800	UTILITIES	1,337.53	16,000	11,666.91		
	614-45250-43300	IMPROVEMENTS	11,400.00	602,836	570,436.00		
	619-45220-42500	REPAIR & MAINTENANCE	2,424.03	8,000	5,570.98		
	619-45220-42600	SUPPLIES	81.98	2,200	1,698.25		
	621-369	REFUNDS & REIMB*NON-EXPENS	168.03	0	356.46-		
	621-44600-42200	PROFESSIONAL SERVICES	133.67	7,250	2,722.93		
	621-44600-42250	CONTRACT-QMC	3,895.89	54,000	37,796.12		
	621-44600-42500	REPAIRS & MAINTENANCE	209.57	1,000	631.68		
	621-44600-42530	REPAIR & MAINT-VEHICLE	293.67	10,000	8,683.33		
	621-44600-42600	SUPPLIES	191.46	23,500	15,771.52		
	621-44600-42610	GAS & OIL	53.09	15,000	9,878.23		
	621-44600-42693	SOFTWARE/SUPPORT	160.46	5,000	1,044.95		
	621-44600-42700	TRAVEL, TRAINING & CONFERE	25.00	7,565	3,723.00		
	621-44600-43420	AMBULANCE REPLACEMENT	155,626.00	300,000	144,374.00		
	724-45000-42900	PROJECT CONSTRUCTION	971.25	0	55,172.50-	Y	
**	2023-2024 YEAR TOTALS	**	1,599,747.00				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	813.11
101-1220	CITY ADMINISTRATOR	75.98
101-1230	ADMINISTRATIVE BOARDS	5,000.00
101-1300	ELECTION	17.78
101-1410	ATTORNEY'S OFFICE	120.00
101-1420	FINANCE	629.82
101-1440	HUMAN RESOURCES	10,317.58
101-1920	MUNICIPAL BUILDINGS	325.00
101-1935	INFORMATION TECHNOLOGY	12,557.98
101-2110	POLICE DEPARTMENT	29,198.48
101-2130	TRAFFIC DEPARTMENT	7,298.37
101-2200	FIRE DEPARTMENT	2,738.10
101-3100	STREET DEPARTMENT	30,547.90
101-3110	PUBLIC WORKS ADMIN	4,126.05

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-3120	STREET & SIDEWALK CONST	4,513.23
101-3130	SNOW REMOVAL	78.34
101-3150	STORM DRAINAGE	9,363.08
101-3700	CEMETERY	729.71
101-4110	HEALTH & WELFARE	20,000.00
101-4120	ANIMAL CONTROL	470.55
101-5000	CULTURE & RECREATION	10,000.00
101-5500	LIBRARY	15,279.43

101 TOTAL	GENERAL	164,200.49
201-5110	RECREATION & AQUATICS	3,383.98
201-5140	RECREATION CENTER	7,880.79
201-5160	SPORTS COMPLEXES	51,393.48
201-5165	CADWELL CONCESSIONS	1,885.15
201-5210	PARKS	16,710.28
201-5220	SUPERVISION	85.16

201 TOTAL	PARK FUND	81,338.84
203-5220	LAKE	196,615.25

203 TOTAL	LAKE MITCHELL	196,615.25
213-6311	BUSINESS IMPROV DIST #3	1,975.35

213 TOTAL	BUSINESS IMPROV DIST #3	1,975.35
214-3500	E-911	8,541.75

214 TOTAL	E-911 EMERGENCY	8,541.75
218-5150	PALACE TRANSIT	4,665.37
218-5180	JVCC	787.78

218 TOTAL	COMMUNITY SERVICES	5,453.15

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
219-5140	NUTRITION	4,122.20

219 TOTAL	NUTRITION	4,122.20
602-3330	WATER TREATMENT PLANT	1,831.73
602-3340	WATER DISTRIBUTION	510,267.68

602 TOTAL	WATER	512,099.41
604-3200	WASTE WATER TREATMENT	40,584.52
604-3210	WASTE WATER IND PRETREAT	121.00
604-3250	WASTE WATER COLLECTION	308,034.21

604 TOTAL	SEWER	348,739.73
606-3500	AIRPORT	303.05

606 TOTAL	AIRPORT	303.05
612-3220	RECYCLING PROGRAM	2,285.79
612-3230	WASTE COLLECTION	5,937.83
612-3240	LANDFILL	71,821.72

612 TOTAL	SANITATION	80,045.34
613-5650	CORN PALACE	9,568.50

613 TOTAL	CORN PALACE	9,568.50
614-5250	GOLF COURSE	22,509.84

614 TOTAL	GOLF COURSE	22,509.84
619-5220	CAMPGROUND	2,506.01

619 TOTAL	CAMPGROUND	2,506.01

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
621	NON-DEPARTMENTAL	168.03
621-4600	EMS	160,588.81

621 TOTAL	EMERGENCY MEDICAL SERVICE	160,756.84
724-5000	STREET CONST.	971.25

724 TOTAL	STREET CONSTRUCTION	971.25

** TOTAL **		1,599,747.00

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	GASUP Garage Supplies	34.98
	MAINT Maintenance/Repairs	1,258.83
	RAD Radio Equipment	2,831.98
	UNIF Uniforms	63.60
	** PROJECT E01 TOTAL **	4,189.39
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	1,398.91
	43400 CAPITAL EQUIPMENT	237.75
	** PROJECT H01 TOTAL **	1,636.66
H04 BASEBALL	42500 REPAIR/MAINTENANCE	520.95
	42600 SUPPLIES/MATERIALS	2,683.33
	43300 CAPITAL IMPROVEMENTS	30,816.00
	** PROJECT H04 TOTAL **	34,020.28
H05 SOFTBALL	42500 REPAIR/MAINTENANCE	43.64
	42600 SUPPLIES/MATERIALS	2,518.35
	** PROJECT H05 TOTAL **	2,561.99
H06 ARENA-NORTH RINK	42200 PROFESSIONAL SERVICES	370.17
	42500 REPAIR-MAINTENANCE	105.00
	42600 SUPPLIES-MATERIALS	81.98
	42800 UTILITIES	8,548.27
	** PROJECT H06 TOTAL **	9,105.42

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H07 PEPSI COMPLEX	42600 SUPPLIES/MATERIALS	1,406.51
	** PROJECT H07 TOTAL **	1,406.51
H13 ARENA-SOUTH RINK	42500 REPAIR-MAINTENANCE	1,000.00
	42800 UTILITIES	1,178.72
	** PROJECT H13 TOTAL **	2,178.72
H50 PARKS EQUIPMENT	42500 REPAIR/MAINTENANCE	3,376.69
	42610 GAS/FUEL	1,795.35
	** PROJECT H50 TOTAL **	5,172.04
H51 PARK SHOP	42600 SUPPLIES/MATERIALS	1,533.31
	** PROJECT H51 TOTAL **	1,533.31
H52 FORESTRY	42604 TREES	200.00
	** PROJECT H52 TOTAL **	200.00
H55 DRY RUN CREEK PARK	42800 UTILITIES	34.58
	** PROJECT H55 TOTAL **	34.58
H56 HITCHCOCK PARK	42600 SUPPLIES/MATERIALS	605.98
	42602 CHEMICALS	4,168.00
	** PROJECT H56 TOTAL **	4,773.98
H65 AMPHITHEATER	42800 UTILITIES	40.75
	** PROJECT H65 TOTAL **	40.75
H67 DAY CAMP	42600 SUPPLIES/MATERIALS	329.71
	** PROJECT H67 TOTAL **	329.71
H77 SPORTSMANS CLUB	42600 SUPPLIES/MATERIALS	3,097.36
	42800 UTILITIES	28.46
	** PROJECT H77 TOTAL **	3,125.82
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	10.00
	** PROJECT H79 TOTAL **	10.00
H82 DOWNTOWN BEAUTIFCATION	42600 SUPPLIES/MATERIALS	1,360.44
	** PROJECT H82 TOTAL **	1,360.44

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H87 PATTON YOUNG	42800 UTILITIES	101.04
	** PROJECT H87 TOTAL **	101.04
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	4,812.41
	** PROJECT J02 TOTAL **	4,812.41
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	671.31
	** PROJECT J05 TOTAL **	671.31
J06 REC CTR-GENERAL BLDG	RM-GENER REPAIR/MAINT-GENERAL	81.92
	RM-PLUMB REPAIR/MAINT-PLUMBING	383.29
	SM-GENER SUPPLIES/MATERIAL-GENERAL	335.50
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	327.54
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	106.96
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	17.47
	** PROJECT J06 TOTAL **	1,252.68
J07 REC CTR-PRESCHOOL	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	72.76
	** PROJECT J07 TOTAL **	72.76
J08 REC CTR PUBLISHING	ICAN PUBLISHING-ICAN	750.00
	SM PRINT PUBLISHING-S&M PRINTING	120.00
	** PROJECT J08 TOTAL **	870.00
J10 REC CTR UNIFORMS	CHRIS UNIFORMS-CHRIS	15.00
	** PROJECT J10 TOTAL **	15.00
J50 OUTDOOR AQUATIC CENTER	RM-GENER REPAIR/MAINT-GENERAL	684.49
	RM-PLUMB REPAIR/MAINT-PLUMBING	224.77
	SM-GENER SUPPLIES/MATERIAL-GENERAL	4.99
	** PROJECT J50 TOTAL **	914.25
J51 P&A YOUTH PROGRAMS	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	81.98
	SM-PROGR SUPPLIES/MATERIAL-PROGRAMS	1,977.95
	** PROJECT J51 TOTAL **	2,059.93
X04 DECORATING	42600 SUPPLIES	61.42
	** PROJECT X04 TOTAL **	61.42

NO ERRORS

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Arlen Schuh		
Explanation/Background of Agenda Item Requested:	Arlen Schuh has applied for a front-yard setback variance permit 0 feet vs 35 feet to replace a shed that was damaged due to a snow storm, located at 1511 W 5th Ave, legally described as Lots 4 thru 9 and vacated alley, Block 28, Home Park Original, Davison County, South Dakota. The said real property is zoned TWC Transportation Warehousing and Commercial District. Planning Commission motioned to recommend approval; 5-0 with 2 absent, motion carried. See Planning Commission Unsigned Minutes 05-22-2023.		



TO: THE MITCHELL PLANNING COMMISSION AND CITY COUNCIL OR BOARD OF ADJUSTMENT, THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

The undersigned applicant(s) and owner(s) is hereby making an application pursuant to the provisions of the City of Mitchell Zoning Code.

The names and addresses of the current property owners within one hundred and forty feet (140') of the applicant's property (excluding streets and alleys) will be notified upon the filing of this application.

Applicant(s) request that dates be set for public hearings before the Mitchell Planning Commission and City Council or City Board of Adjustment. Furthermore, the applicant(s) request the City of Mitchell to publish the appropriate notice(s) in accordance with the City of Mitchell's Ordinances.

☐ Rezoning \$150 application due with the application.

- Applicant is request to rezone property from _____ District to _____ District.

☒ Variance \$100 application due with the application.

- Description of Variance Requested: Front yard setback of 0' vs 35'

☐ Conditional Use Permit \$150 application due with the application.

- Description of Conditional Use: _____

This Application is for the following described real property:

- Legal Description: Lots 4 thru 9 + Vacated alley, Block 28
Home Park Original, Davison County, South Dakota

- Property Address: 1511 W 5th Ave

Dated this 24th day of April, 2023

Anken Schuh
Applicant

Anken Schuh
Owner



NOTICE OF HEARING

To: The Planning Commission, Board of Adjustment of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that Arlen Schuh has applied for a front-yard setback variance permit 0 feet vs 35 feet to replace a shed that was damaged due to a snow storm, located at 1511 W 5th Ave, legally described as Lots 4 thru 9 and vacated alley, Block 28, Home Park Original, Davison County, South Dakota. The said real property is zoned TWC Transportation Warehousing and Commercial District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, May 22, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, June 5, 2023 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated at Mitchell, South Dakota, this 4th day of May, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 10th day of May, 2023

Approximate Cost:

Arlen & Patricia Schuh
41280 Rook Creek Dr
Mitchell, SD 57301

Michael & Michele Robertson
1612 W 4th Ave
Mitchell, SD 57301

Marvin Hanson
PO Box 971
Mitchell, SD 57301

Central Plains Properties LLC
1501 W 4th Ave
Mitchell, SD 57301

Mueller Lumber Company
400 N Ohlman St
Mitchell, SD 57301

Meyers Oil Company Inc
1500 W 5th Ave
Mitchell, SD 57301

Matthew & Allison Adema
1515 Augusta Ave
Mitchell, SD 57301

May 10, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Arlen Schuh has applied for a front-yard setback variance permit 0 feet vs 35 feet to replace a shed that was damaged due to a snow storm, located at 1511 W 5th Ave, legally described as Lots 4 thru 9 and vacated alley, Block 28, Home Park Original, Davison County, South Dakota. The said real property is zoned TWC Transportation Warehousing and Commercial District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, May 22, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, June 5, 2023 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

I/We *Meyerson Co. Tom Meyer*
OWNER

1500 W 5th
ADDRESS

/ APPROVE

_____ DISAPPROVE

COMMENTS:

May 10, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Arlen Schuh has applied for a front-yard setback variance permit 0 feet vs 35 feet to replace a shed that was damaged due to a snow storm, located at 1511 W 5th Ave, legally described as Lots 4 thru 9 and vacated alley, Block 28, Home Park Original, Davison County, South Dakota. The said real property is zoned TWC Transportation Warehousing and Commercial District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, May 22, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, June 5, 2023 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

All interested parties may be present and be heard on said request, either in person or by agent. Please submit written comments by 5:00 P.M. the Friday prior to the meeting, in the City of Mitchell Public Works Office or Finance Office.

I/We Mueller Lumber Company
OWNER

400 N. Ohlman Mitchell SD
ADDRESS

Robert W. Mueller President

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 6-20-23		
Explanation/Background of Agenda Item Requested:	Habitat for Humanity has applied for a variance permit for rear-yard setback of 16' vs 25' and front-yard setback of 18' vs 25' for construction of a house with a rear deck and front porch, located at 505 S Langdon St, legally described as Lot 81A of Overlook Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.		



TO: THE MITCHELL PLANNING COMMISSION AND CITY COUNCIL OR BOARD OF ADJUSTMENT, THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

The undersigned applicant(s) and owner(s) is hereby making an application pursuant to the provisions of the City of Mitchell Zoning Code.

The names and addresses of the current property owners within one hundred and forty feet (140') of the applicant's property (excluding streets and alleys) will be notified upon the filing of this application.

Applicant(s) request that dates be set for public hearings before the Mitchell Planning Commission and City Council or City Board of Adjustment. Furthermore, the applicant(s) request the City of Mitchell to publish the appropriate notice(s) in accordance with the City of Mitchell's Ordinances.

☐ Rezoning \$150 application due with the application.

- Applicant is request to rezone property from _____ District to _____ District.

☒ Variance \$100 application due with the application.

- Description of Variance Requested: Rear yard setback of 16' vs 25'
Front yard setback 24' to house, 18' to porch vs 25'
To help accomidate a shared driveway
4' step back from first house

☐ Conditional Use Permit \$150 application due with the application.

- Description of Conditional Use: _____

This Application is for the following described real property:

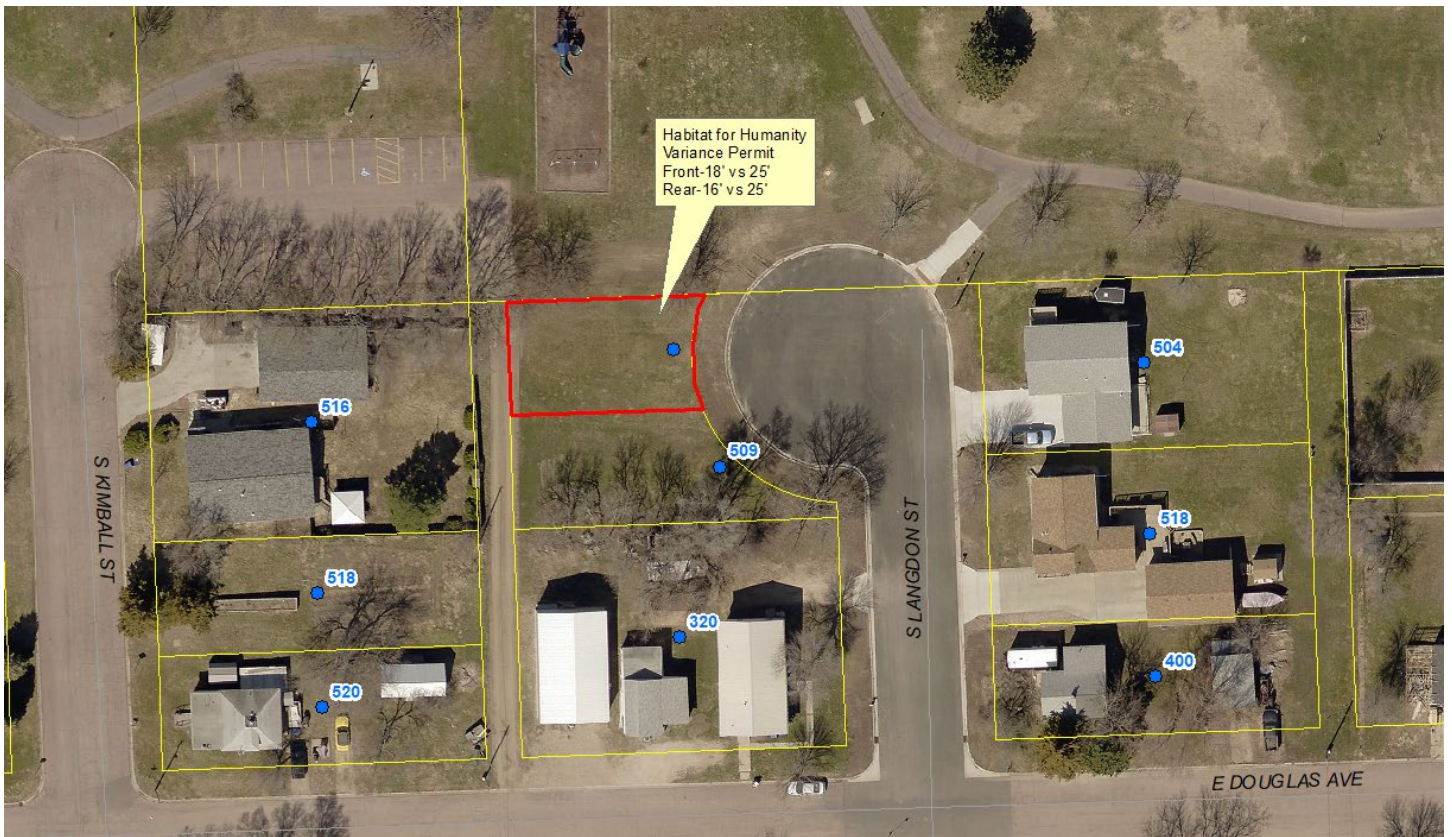
- Legal Description: Lot 81 A of Overlook Addition, City of Mitchell
Davison County, South Dakota

- Property Address: 505 S. Langdon St.

Dated this _____ day of _____,

Michael Asmus, Constuction Manager
Applicant Will Ebn

Mitchell Regional Habitat for Humanity
Owner



CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 6-20-23		
Explanation/Background of Agenda Item Requested:	The Flower Shop LLC has applied for a conditional use permit to operate a Medical Cannabis Dispensary; located at 100 N Main St, legally described Lot 7, Block 12; Original Plat of Town (now City) of Mitchell, Davison County, South Dakota. The said real property is zoned CB Central District.		



TO: THE MITCHELL PLANNING COMMISSION AND CITY COUNCIL, THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

The undersigned applicant(s) and owner(s) is hereby making an application pursuant to the provisions of the City of Mitchell Zoning Code.

The names and addresses of the current property owners within one hundred and forty feet (140') of the applicant's property (excluding streets and alleys) will be notified upon the filing of this application.

Applicant(s) request that dates be set for public hearings before the Mitchell Planning Commission and City Council. Furthermore, the applicant(s) request the City of Mitchell to publish the appropriate notice(s) in accordance with the City of Mitchell's Ordinances.

☐ **Rezoning** \$150 application due with the application.

Applicant is request to rezone property from _____ District to _____ District.

☐ **Variance** \$100 application fee due with application.

Description of Variance:

☒ **Conditional Use Permit** \$150 application fee due with application

Description of Conditional Use: Medical Cannabis Dispensary.

This Application is for the following described real property:

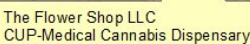
Legal Description: Lot 7 Blk 12, 15520- Original Mitchell - NE&SE (21), Davison County, South Dakota

Property Address: 100 N Main St, Mitchell, SD 57301

Dated this 4th day of May, 2023

Peter Dilans The Flower Shop LLC
APPLICANT

[Signature]
OWNER



CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 6-20-23		
Explanation/Background of Agenda Item Requested:	Corn Palace Stampede Inc has applied for a conditional use permit to operate a Rodeo Grounds; located on N Ohlman St north of Industrial Road (no address created at this time), legally described as Lot 1 in the S 1/2 of the NW 1/4 of Section 33, T 104 N, R 60 W of the 5th P.M., said lot formerly within the boundaries of the Mitchell Municipal Airport, Mitchell, South Dakota. The said real property is zoned PL Public Lands and Institutions District.		



TO: THE MITCHELL PLANNING COMMISSION AND CITY COUNCIL, THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

The undersigned applicant(s) and owner(s) is hereby making an application pursuant to the provisions of the City of Mitchell Zoning Code.

The names and addresses of the current property owners within one hundred and forty feet (140') of the applicant's property (excluding streets and alleys) will be notified upon the filing of this application.

Applicant(s) request that dates be set for public hearings before the Mitchell Planning Commission and City Council. Furthermore, the applicant(s) request the City of Mitchell to publish the appropriate notice(s) in accordance with the City of Mitchell's Ordinances.

☐ **Rezoning** \$150 application due with the application.

Applicant is request to rezone property from District to District.

☐ **Variance** \$100 application fee due with application.

Description of Variance:

☒ **Conditional Use Permit** \$150 application fee due with application

Description of Conditional Use: Rodeo Grounds 10-8A-3

This Application is for the following described real property:

Legal Description: Lot 1 in the S ½ of the NW ¼ of Section 33, T 104 N, R 60 W of the 5th P.M., said lot formerly within the boundaries of the Mitchell Municipal Airport, Mitchell, South Dakota.

Property Address:

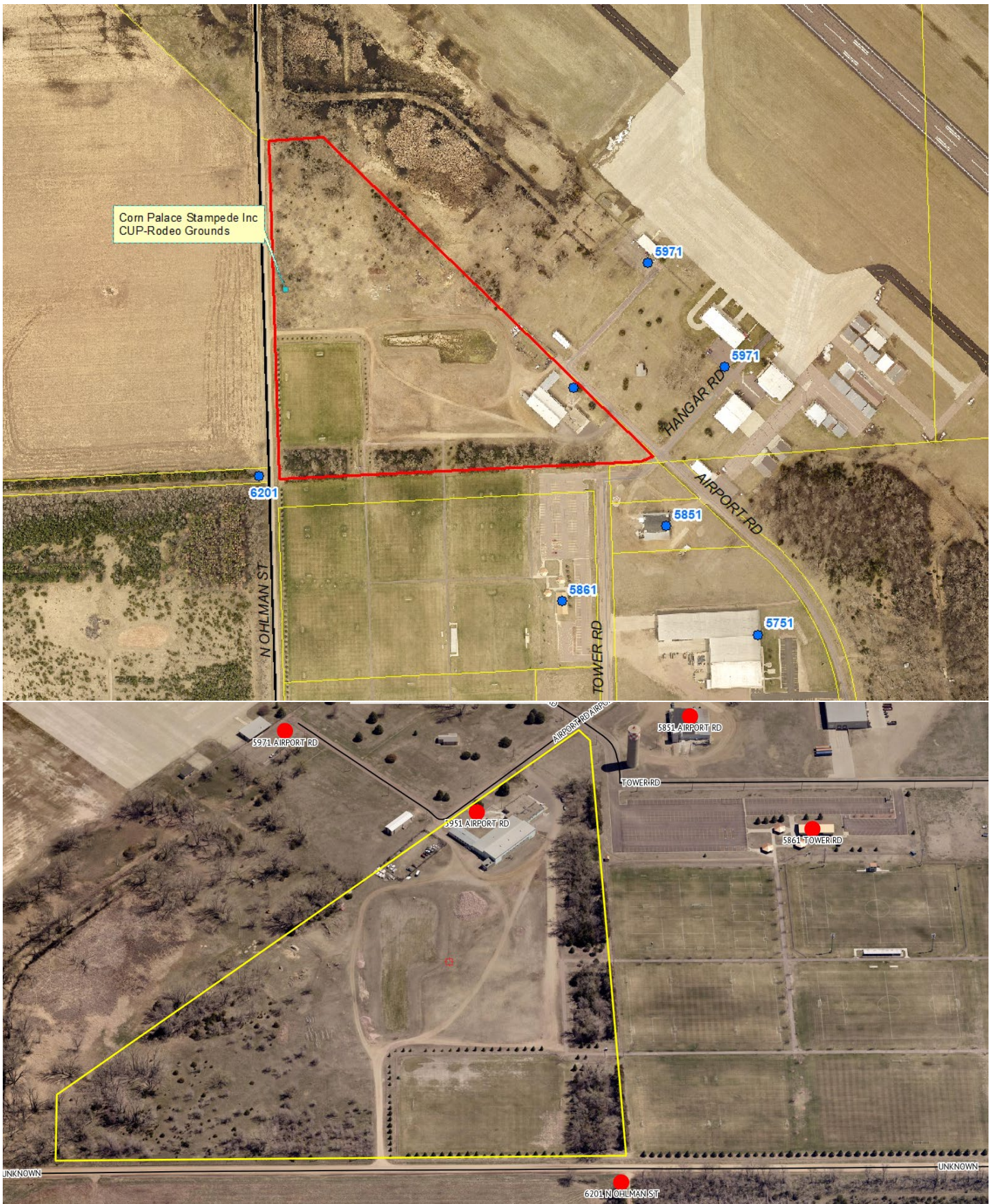
Dated this 18th of May, 2023

CORN PALACE Stampede, INC.

APPLICANT

Dominic Epp executive committee

OWNER



CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	2023 Compensation & Classification Review, Condrey & Associates, Inc.		
Explanation/Background of Agenda Item Requested:	Condrey & Associates, Inc. will present the results of the 2023 Compensation & Classification Review.		

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application to transfer RB-3833 Retail (On-Off Sale) Malt Beverage & SD Farm Wine License from Marco's Pizza, 605 S Sanborn Blvd, Mitchell to MG Oil Company dba Jokerz Casino Mitchell, 716 N Rowley, Mitchell b. On the application of the Corn Palace Stampede Inc for a Special Liquor License located at 5951 Airport Road for July 15 & 16 for the chili cook off		

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. RB-3823

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

Name MG Oil Company		Phone Number 605-342-0527	
Address PO Box 1006	City Rapid City	State SD	Zip 57709

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name Jokerz Casino Mitchell - 2		Phone Number 605-342-0527	
Address 716 N Rowley St, Suite	City Mitchell	State SD	Zip 57301

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 this license in active use?	☒ YES ☐ NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	☒ YES ☐ NO

Is place of business located in a municipality?	☒ YES ☐ NO
County	DAVISON
Do you own or lease this property?	☐ OWN ☒ LEASE
Are real property taxes paid to date?	☒ YES ☐ NO
Are you of good moral character having never been convicted of a felony?	☒ YES ☐ NO

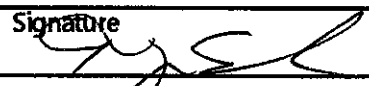
D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description:
Rowleys 1st Addn-NW(22), Lots 18, 19, 20 & 21 Blk 4 - Suite B-2

E. State Sales Tax Number _____ applied for _____

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 04/26/2023	Print Name Troy Erickson	Signature 
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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 MG Oil Company		
Address of office and principal place of business of corporation/partnership/LP/LLC 1108 Creek Drive		
City Rapid City	State SD	Zip Code 57703
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		☒ YES ☐ NO

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

Name	Office	Address	Occupation
Troy Erickson	President	PO Box 1006, Rapid City, SD	Oil Jobber
Marlyn Erickson	Treasurer	PO Box 1006, Rapid City, SD	Oil Jobber

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
See Attached				

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

Attorney - Jess Pekarski, 704 St. Joseph Street, Rapid City, SD 57701

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 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 4/24/2023
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ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage &	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25628	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Philip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Philip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32	Corner Pantry 32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
42	Lucky Lady Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
42	Lucky Lady Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
45	The Park 2B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3023	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
58	Lucky Strike Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	Uncle Sam's West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	Sam's #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
67	Uncle Sam's South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	777 Casino South A2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
67	Uncle Sam's South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	Uncle Sam's South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
75	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
76	Jokerz Too	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB 23116	MG Oil
77	Jokerz 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2751	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
84	Happy Jacks I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
86	Happy Jacks Omaha	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
89	Happy Jacks Sioux Falls	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603	The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752	Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752	Cash Out Casino and Vape - 4	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil

ATTACHMENT TO:
UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
778	777 Casino C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	RL-20178	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
20	Corner Pantry #20	Philip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
23	Corner Pantry 23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Package (off-sale) Liquor	PL-4469	MG Oil
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sale	RL-5208	MG Oil
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
76	Jokerz Too	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
605	Village Bowl 7	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-28106	MG Oil
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil

AFFIDAVIT

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF PENNINGTON)

Josh Holdinghausen, Member of Marco's Pizza, being first duly sworn on oath deposes and says: That on the 26th day of April, 2023 he was the owner of the license Rb-3833 in the city of Mitchell, South Dakota and that on the said date he made a transfer of said license operated under an alcoholic beverage license to MG Oil Company DBA Jokerz Casino Mitchell of Mitchell, South Dakota.



(Signature)

(Signature)

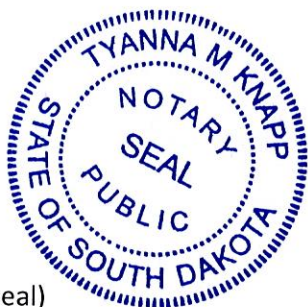
Subscribed and sworn to before me this 26th day of April, 2023

Tennant Knight

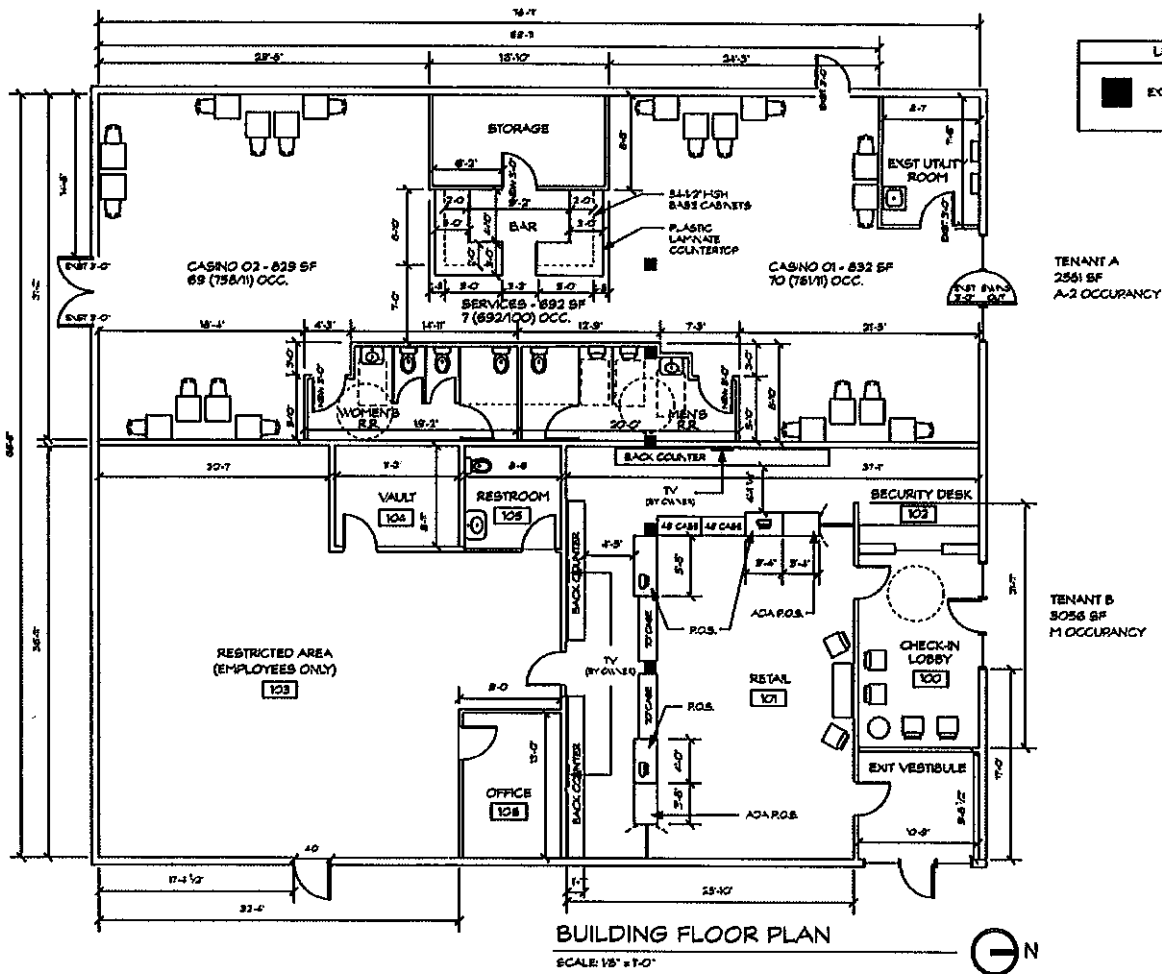
_____(Notary Public)

My Commission Expires
January 12, 2027

Commission Expires: January 12, 2027



(Notary Seal)



ID-1.1

TENANT A & TENANT B BUILDING FLOOR PLAN

716 N Rowley St
Mitchell, SD 57301
1/12/2025

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Corn Palace Stampede Inc
P.O. Box 177
Mitchell SD 57301

Owner's Telephone #: 605-770-7454

B. Business Name and Address

Same

Business Telephone #: _____

Place of business is located in a municipality? ☒ Yes ☐ No

County: _____

Do you own or lease this property? ☐ Own ☒ Lease

Are real property taxes paid to date? ☐ Yes ☐ No ☒ Exempt

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☒ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other Special Event Liquor July 15+16

Is this license in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

D. Legal description of licensed premise:

5971 Airport Rd

Have you ever been convicted of a felony? ☐ Yes ☒ No

E. State Sales Tax Number Exempt

F. New license ☒ Transfer? (\$150) ☐ Re-issuance ☐

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided 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 5-10-23 Print Name David Emmert Signature David Emmert

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.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP LLC _____

Address of office and principal place of business of corporation/partnership/LP/LLC _____

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

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

Name	Office	Address	Occupation
Jim Miskimins	President	420 Nathan Ave	States Atty
Matt Zens	Treas.	40975 256th St.	Education
Keed+ Tonn	Sec.	919 W Ash	Seed Sales
Dave Emmert	Committee	40672 252nd St.	Meat Mgr. CF.

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
------	--

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

919 W Ash

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date

Dave Emmert

5-10-23
3-30-23

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	CINDY ROTH
Desired Action of City Council:	Action to Approve Applications for Renewal of Malt Beverage Licenses		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Applications for Renewal of Malt Beverage Licenses		
Explanation/Background of Agenda Item Requested:	2023-2024 Malt Beverage Licenses Background Checks have been completed Property taxes have been checked		



NOTICE OF APPLICATIONS FOR SALE OF ALCOHOLIC BEVERAGES

It appearing that application for license for the sale of alcoholic beverages, in the City of Mitchell, South Dakota, as the same are defined and classified under the provision of 1967 SDCL, Title 35, and Acts Amendatory thereof, has been presented to the governing body and filed in the office of the Finance Officer, as follows:

License #	Retail (On-Off Sale) Malt Beverage	Business Address
RB-3833	MG Oil Company/Jokerz Casino Mitchell2	716 North Rowley
RB-28007	BHOLE dba Motel 6	1309 S Ohlman Street

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Noise Permit		
Agenda Item:	Special Event Permit for Sudz Casino Race Recognition Car Show on Thursday, June 8th, 2023		
Explanation/Background of Agenda Item Requested:	Sudz Casino is requesting a Special Event Permit for a first time event, a race recognition car show on Thursday, June 8th, 2023, from 5:00 - 8:00 PM. The event will take place in the Sudz Casino parking lot and the south end of the Advanced Auto Parts parking lot. There will be 7 cars parked in the Sudz Casino parking lot in front of the building and in the south parking spaces of the lot. They will leave the handicap parking spot accessible and open during the event. Also, the Hungry Dog food truck will be parked and set up in the front (south) 5 parking spaces of the Advanced Auto Parts parking lot. This event is open to the public. The permit application requests the following: • Noise Permit During the event, the 7 cars that are parked in the Sudz Casino parking lot will be revving up their engines. Please see the attached Special Event Permit Application, Noise Permit Event Location Map, and Certificate of Liability Insurance Form. Staff recommends City Council approval of the requested Special Event Permit as outlined in the attached application.		

Print**Special Event Permit Application - Submission #2674****Date Submitted: 5/30/2023**

Special Event Permit Application

Events that are open to the general public and take place within the public right-of-way; require closure of streets or parking lots, sound amplification, fireworks, or are located within a park, are coordinated through the special event application & permit process. Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event. To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

Event Name:*

Sudz Casino Race Recognition Car Show

Event Date:*

6/8/2023

Event Hours:*

5:00 PM

—

8:00 PM

Requests included in this application:*

- ☐ Road Closure
- ☐ Parking Lot Closure
- ☐ Parade Permit - with escort & closures (\$250 Fee)
- ☐ Parade Permit (\$50 fee)
- ☒ Noise Permit
- ☐ Fireworks Permit (\$50 fee)
- ☐ Special Event Liquor License (\$500 fee)
- ☐ Consumption Permit (\$500 fee)

Time Requested for Road Closure

mm/dd/yyyy

hh:mm am/pr

—

mm/dd/yyyy

hh:mm am/pr

Time Requested for Parking Lot Closure

mm/dd/yyyy

hh:mm am/pr

— mm/dd/yyyy

hh:mm am/pr

Event Information:

Overall Event Description:*

Sudz Casino Race Recognition Car Show will take place on Thursday, June 8th from 5 - 8 PM in the Sudz Casino parking lot.

Sudz Casino is requesting a Noise Permit for their event. During their event, they will be revving up the engines of the chosen cars in recognition of race cars. There will be 7 cars parked in the Sudz Casino parking lot in front of the building and in the south parking spaces in the lot. They will leave the handicap parking spot accessible and open.

Also, Hungry Dog food truck will be parked and set up in the front (south) 5 parking spaces of the Advanced Auto Parts parking lot.

Please see the attached Noise Permit Location Map.

Please check all that apply:*

- ☒ This is a first time event.
- ☒ This event is open to the public.
- ☐ Admission will be charged.
- ☐ Vendor and / or participant fees are required.
- ☐ The event includes the sale or use of alcoholic beverages.
- ☐ Items and / or services will be sold at the event.
- ☐ The event will be held in a City Park or Facility.

Total anticipated attendance:*

100

Name of Group Sponsoring the Event:*

Sudz Casino

Is your organization a "Tax Exempt", non profit organization?*

- ☐ yes (please attach 501C Exemption Letter)
- ☒ no

501C Exemption Letter Attachment No file chosen**Event Application Contact Person:***

Laurrie Bentson

Contact Person's Email:*

laurree@mit.midco.net

Phone Number: *

605-521-4014

Day of Event Contact Person:*

Laurree Bentson

Contact Person's Email:*

laurree@mit.midco.net

Phone Number:*

605-521-4014

Facility Use, Route Map, and Impacted Areas

Please provide a detailed description of what facilities and equipment will be used/needed (including bleachers, picnic tables, water, electricity, etc.), and what closures are needed. Attach a copy of the Event Map with your application. The Event Map should show overall layout and setup locations of the following items: alcoholic concessions, beer gardens, food concessions, food prep areas, first aid facilities, trash containers/dumpsters, fencing/barriers/or barricades, sources of electricity/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

No closures are needed.

Alcohol will not be permitted outside the casino. No one under 21 will be allowed inside the casino. There will be security people at the exits of the casino carding people and preventing alcohol from leaving the casino.

Hungry Dog food truck will be set up in the front (south) 5 parking spaces of the Advanced Auto Parts parking lot. Joshua Magnuson has given us permission to do so. The 7 cars will be parking in the Sudz Casino parking lot in front of the building and in the south parking spaces in the lot. They will leave the handicap parking spot accessible and open.

This event will include the use of:

* Any item(s) selected below needs to be reserved and fee submitted/collected to the respective City Department before application process can proceed.

- ☐ Indoor Park Shelter (\$117.15 Park & Rec Fee)
- ☐ Outdoor Park Shelter (\$58.58 Park & Rec Fee)
- ☐ City Facility or Other City Building
- ☐ Picnic Table Rentals (\$25/each/day- Park & Rec Fee)
- ☐ Bleacher Rentals (\$35/each/day- Park & Rec Fee)
- ☐ Electricity - Main Street Only (Confirm Fee with the Corn Palace)
- ☐ Water - Main Street Only (Confirm Fee with Corn Palace)

Safety, Security, and Accessibility

Please provide a detailed description of the safety, security, and parking plans for the event. Please describe your procedures for crowd control, internal security, and accessibility plans for individuals with disabilities, as well as what arrangements have been made for First Aid, and parking/shuttle plans to the special event.*

As above, security will be at the exits of the South entrances. Handicap parking will be accessible and not blocked off.

Noise Permits

Special events that cannot comply with Mitchell City Code Title 5, Chapter 5, Noise Control; are required to obtain a noise permit. MCC 5-5 can be found at: www.cityofmitchell.org/specialevents

Will Sound Amplification be used?*

☒ Yes

☐ No

What time will sound amplification be used?

5:00 PM — 8:00 PM

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

☐ Yes

☒ No

When will sound checks be preformed?

hh:mm am/pr

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below. Fireworks permits require that the applicant provide a copy of a certificate of liability insurance coverage with a \$1,000,000 per occurrence coverage with the City of Mitchell must be listed as an additional insured.

Contact information for the person(s) in charge of firing the display:

Name

Address

City

State

Zip Code

Phone Number**Email Address****Date of Display**

mm/dd/yyyy

Time of Display

hh:mm am/ — hh:mm am/

Type of Fireworks

- ☐ Class B Explosive (special fireworks)
- ☐ Class C Common Fireworks

Exact Location of Display:**What are the width perimeter requirements?**

Insurance Requirements

Insurance for your event will be required before final permit approval. Special Events: you will need \$1,000,000 commercial general liability insurance. Liquor liability insurance is required if you are planning to sell alcoholic beverages at your event or facilities rental. A minimum of \$500,000 liquor liability is required. Fireworks Permits require \$1,000,000 of liability insurance per occurrence. All required insurance must name the "City of Mitchell, its officers, employees, and agents" as an additional insured. Insurance coverage must be maintained for the duration of this event.

I have the following coverages and will provide a copy of the Certificate showing the City of Mitchell as an additional insured as required above.*

- ☒ Special Event Permit: \$1,000,000 Commercial General Liability
- ☐ Special Event Liquor License: \$500,000 per occurrence
- ☐ Fireworks Permit: \$1,000,000 General Liability

Name of Insurance Company*

Fischer, Rounds & Associates - Midwest Family Mutual Ins Co.

Agent's Name

Phil Collins

Policy Number

23574

Phone Number

605-996-7711

Affidavit of Applicant

By typing your name by each of the items below, you are providing your acknowledgement of the requirements listed.

I understand that this application is subject to Mitchell City Council approval. Any violations of the approved permits will be grounds for law enforcement to require the immediate termination of the event.*

Lauriee Bentson

I acknowledge and agree to allow the City of Mitchell to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the public notices and calendar of upcoming events in the City of Mitchell.*

Lauriee Bentson

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed special event and I understand that this application is made subject to the rules and regulations established by the City Council of Mitchell. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Mitchell.*

Lauriee Bentson

I am attaching the following items:

- ☐ Parade Route Map
- ☐ Road or Parking Lot Closure Map
- ☒ Event Map
- ☒ Certificate of Liability Insurance
- ☐ Certificate of Liquor Liability Insurance
- ☐ Additional Document(s)

Parade Route Map Attachment

Choose File No file chosen

Road or Parking Lot Closure Map Attachment

Choose File No file chosen

Event Map Attachment

Noise Permit location map.png

Certificate of Liability Insurance Attachment

Certificate of Liability Insurance Form.pdf

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document(s)

No file chosen

Additional Document(s)

No file chosen

Action of City Council _____

Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____

S Davison St S Davison St

Sudz

Food

CARS

90

E Havens Ave



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fischer, Rounds & Assoc. - Mitchell PO Box 820 Mitchell SD 57301-0820	CONTACT NAME: PHONE (A/C, No, Ext): 605-996-7711 E-MAIL ADDRESS: Mitchell@fischerrounds.com FAX (A/C, No): 605-996-1417
INSURED Sudz V V Inc DBA Outback PO Box 261 Mitchell SD 57301	INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 249490921

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPSD0560127688	2/4/2023	2/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER City of Mitchell 612 N. Main Street Mitchell SD 57301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Philip H. Collins</i>
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CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to approve Perpetual Easement for Ohlman Street Ditch with Thomas J. & Maureen K. Scott		
Explanation/Background of Agenda Item Requested:	The City is completing ditch grading improvements on the east side of Ohlman North of 8th Avenue and south of what would be 16th Avenue. The ditch is being lowered by as much as two feet to allow adequate drainage adjacent to the road. The improvements are requiring work on private property. A permanent easement agreement is necessary on lots 20 and 21, Block 7 in the Westwood Addition. This agreement is with Thomas J and Maureen K Thomas Joint Revocable Living Trust. Please see the attached easement agreement. Staff recommends City Council authorize the permanent easement agreement for \$1.00 and for the mayor to sign.		

PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

PERPETUAL EASEMENT AGREEMENT (City)

OHLMAN DITCH GRADING, 900 BLK – 1600 BLK

Parcel No.: 1

Owner: Thomas J & Maureen K Scott Joint Revocable Living Trust
211 N Harmon Drive, Mitchell SD 57301

This Agreement is made and entered into by and between the City of Mitchell acting by and through its City Council hereinafter referred to as “City” and Thomas J & Maureen K Scott Joint Revocable Living Trust, whose postal address is 211 N Harmon Drive, Mitchell SD 57301, hereinafter referred to as “Donor”;

WHEREAS, City needs the following easements for construction, operation, and maintenance of utilities:

Perpetual Easement: Such easement shall be defined as the area bounded by the following points: Beginning at a point that is Thirty-three (33’) feet east of the southwest corner along the southern property line of Lot 20, Block 7 of Westwood First Addition, a Subdivision of the Southwest Quarter of Section 16, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota, as depicted on the Plat recorded on November 3, 2021 with the Davison County Register of Deeds (Book 37, Page 50), then, from the point of beginning, east fifteen (15’) feet along said southern property line, then north to the point of intersection with the northern property line of said Lot 20, then west fifteen (15’) feet along said northern property line, then south to the point of beginning; all as shown on Exhibit A attached hereto and incorporated by reference.

NOW, THEREFORE, Donor and City hereby agree as follows:

1. Donor does hereby voluntarily grant and donate to City, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Donor, the above described easements.
2. Donor understands Donor's right to have an appraisal prepared and Donor's right to receive just compensation for the above described perpetual easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.
3. Donor shall not erect fences, structures, or obstacles within the perpetual easement.
4. Surfacing including asphalt and/or concrete shall be permitted within the easement.
5. Donor grants permission to City or City's agent to enter upon the above described easement upon approval of this Agreement.
6. The perpetual easement shall be in effect until the culvert is abandoned by the proper action of the City Council.
7. The City shall ensure that the culvert installation is completed in a manner where the soil settles and/or is compacted in similar manner to the adjacent areas. City will remediate any soil settlement or soil compaction issues occurring due to the culvert installation.

The Donor grants permission to the City to enter upon the above described property to commence construction upon the approval of this AGREEMENT, the above and foregoing AGREEMENT is entered into on this _____ day of _____, _____, and in the witness whereof the Grantor hereunto subscribes by signature.

(Rest of page left intentionally blank. Signature page to follow.)

Receipt of an identical copy of this agreement is hereby acknowledged.

Robert B. Everson, Jr., Mayor

Date: _____

Attest:

Michelle Bathke, Finance Officer (Seal)

COMPANY ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)SS

Robert B. Everson, Jr., and Michelle Bathke being first duly sworn on oath, deposes and says that he/she is the Mayor and Finance Officer, respectively, of the City of Mitchell, SD, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such entity in his/her official capacity.

Subscribed and sworn to before me this ____ day of _____, 20__.

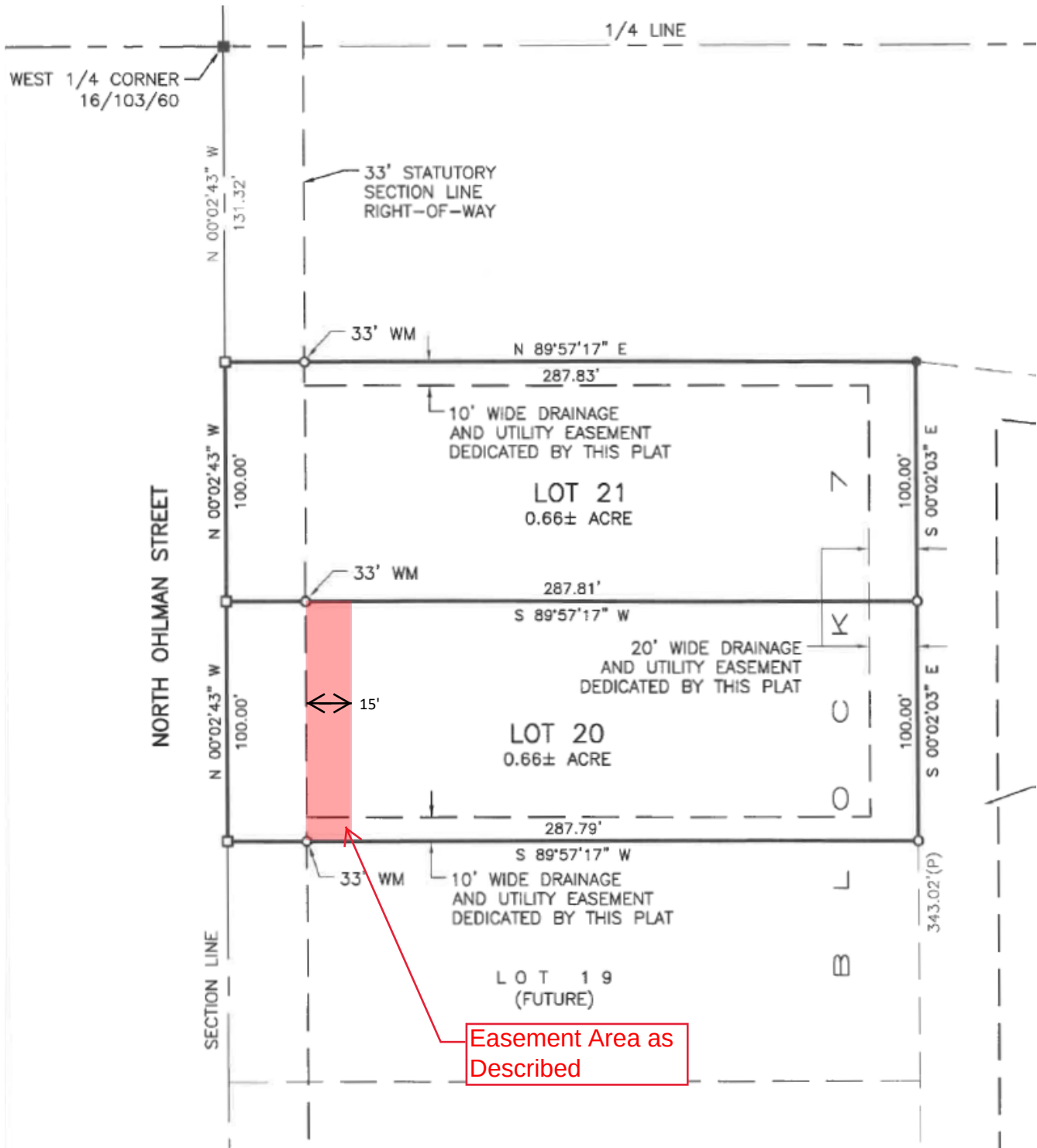
(SEAL)

Notary Public
My commission expires: _____

PERSONAL ACKNOWLEDGMENT

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EXHIBIT A



CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to approve Perpetual Easement for Ohlman Street Ditch Grading with LHM, LLC		
Explanation/Background of Agenda Item Requested:	The City is completing ditch grading improvements on the east side of Ohlman North of 8th Avenue and south of what would be 16th Avenue. The ditch is being lowered by as much as two feet to allow adequate drainage adjacent to the road. The improvements are requiring work on private property. A permanent easement agreement is necessary on lots 20 and 21, Block 7 in the Westwood Addition. This agreement is with LHM, LLC. Please see the attached easement agreement. Staff recommends City Council authorize the permanent easement agreement for \$1.00 and for the mayor to sign.		

PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

PERPETUAL EASEMENT AGREEMENT (CITY)

OHLMAN DITCH GRADING, 900 BLK – 1600 BLK

Parcel No.: 2

Owner: LHM LLC

1311 Firesteel Drive, Mitchell SD 57301

This Agreement is made and entered into by and between the City of Mitchell acting by and through its City Council hereinafter referred to as “City” and LHM LLC, whose postal address is 1311 Firesteel Drive, Mitchell SD 57301, hereinafter referred to as “Donor”;

WHEREAS, City needs the following easements for construction and operation of a storm water culvert for drainage purposes:

Perpetual Easement: Such easement shall be defined as the area bounded by the following points: Beginning at a point that is Thirty-three (33’) feet east of the southwest corner along the southern property line of Lot 21, Block 7 of Westwood First Addition, a Subdivision of the Southwest Quarter of Section 16, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota, as depicted on the Plat recorded on November 3, 2021 with the Davison County Register of Deeds (Book 37, Page 50), then, from the point of beginning, east Fifteen (15’) feet along said southern property line, then north to the point of intersection with the northern property line of said Lot 21, then west Fifteen (15’) feet along said northern property line, then south to the point of beginning; all as shown on Exhibit A attached hereto and incorporated by reference.

NOW, THEREFORE, Donor and City hereby agree as follows:

1. Donor does hereby voluntarily grant and donate to City, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Donor, the above described easements.

2. Donor understands Donor's right to have an appraisal prepared and Donor's right to receive just compensation for the above described perpetual easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. Donor shall not erect fences, structures, or obstacles within the perpetual easement.

4. Surfacing including asphalt and/or concrete shall be permitted within the easement.

5. Donor grants permission to City or City's agent to enter upon the above described easement upon approval of this Agreement.

6. The perpetual easement shall be in effect until the culvert is abandoned by the proper action of the City Council.

7. The City shall ensure that the culvert installation is completed in a manner where the soil settles and/or is compacted in similar manner to the adjacent areas. City will remediate any soil settlement or soil compaction issues occurring due to the culvert installation.

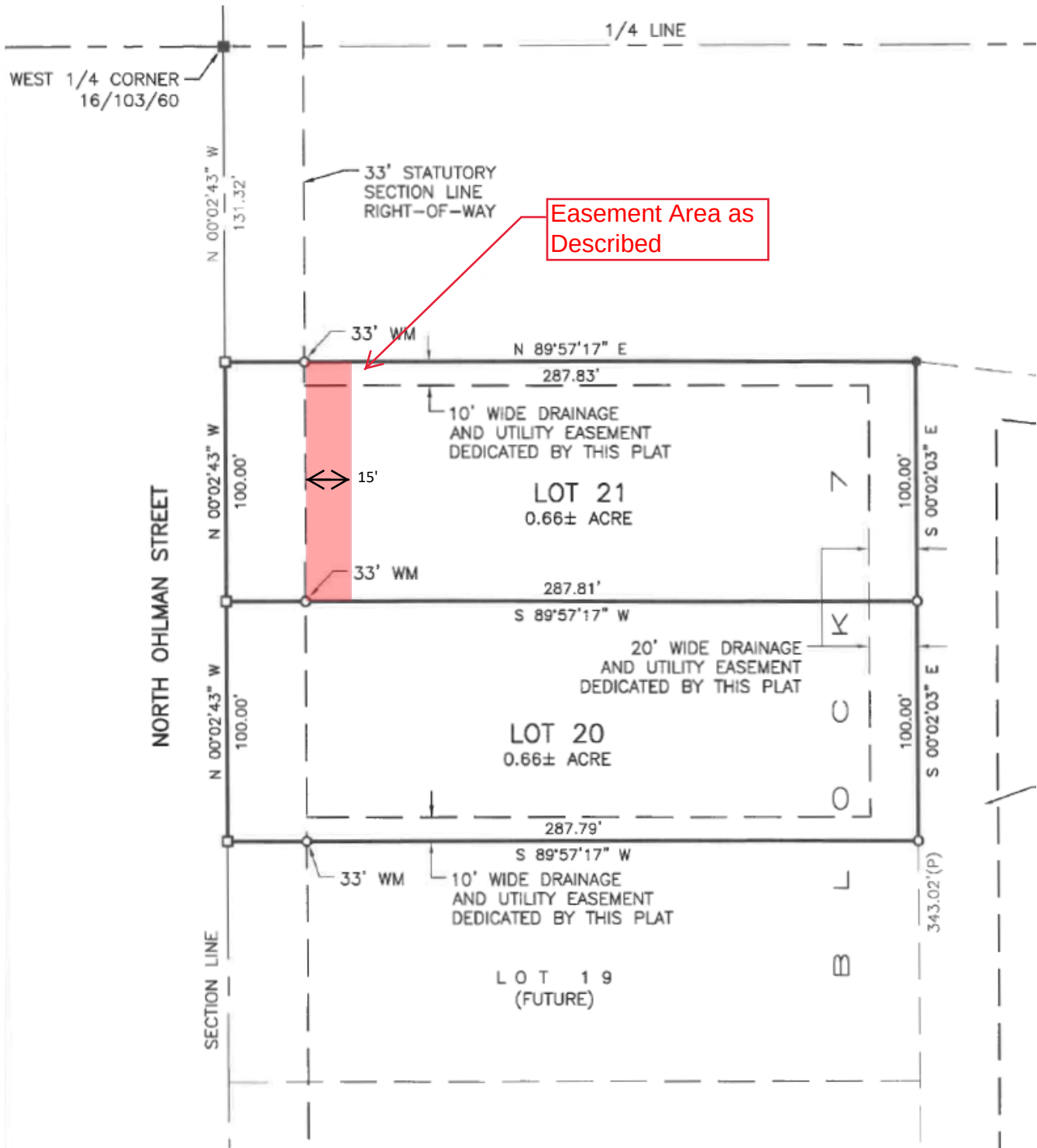
The Donor grants permission to the City to enter upon the above described property to commence construction upon the approval of this AGREEMENT, the above and foregoing AGREEMENT is entered into on this _____ day of _____, _____, and in the witness whereof the Grantor hereunto subscribes by signature.

(Rest of page left intentionally blank. Signature page to follow.)

PERSONAL ACKNOWLEDGMENT

Page 182 of 246

EXHIBIT A



CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:	Approval of Amendment #1 to Agreement for Engineering Services for Cadwell Booster Station		
Amount Budgeted in current fiscal year for this item (if applicable):	\$6,700		
Agenda Item:	Action to Approve Amendment No 1 to Agreement #A2023-09, Engineering Services with SPN & Associates for Cadwell Booster Station		
Explanation/Background of Agenda Item Requested:	A contract with SPN was awarded for work at the Cadwell Irrigation Booster Pump station on March 6, 2023 for \$6,700. Work included a limited survey of the site, design and preparation of plans and specifications for the replacement of equipment. During the design additional items were discovered that need to be addressed. Those items include adding/replacing lever swing check valves, flow metering, flow strainer, access hatch, new piping, new building doors, control panel improvements, general electrical work and related improvements. Original Contract Amount - \$6,700 Amendment No. 1 - \$4,000 New Contract Amount - \$10,700 The project budget is now estimated to be approximately \$200,000. Additional funds will be requested during the 2024 budget process, and the project will bid early December if approved by council. City staff recommends council approval for the above described services by SPN and Associates at the new lump sum contract amount of \$10,700.		

May 25, 2023

Joe Schroeder, Public Works Director
City of Mitchell
612 North Main Street
Mitchell SD 57301

RE: Agreement Amendment
Parks Department Booster Station Rehabilitation

Dear Mr. Schroeder:

The following is an amendment to the March 8, 2023, Letter of Agreement for the Parks Department booster pump station improvement project. Amendment #1 will change the Scope of Work and Compensation to provide additional engineering services, as described below.

Scope of Work: SPN will include the engineering design services to expand the proposed project to include lever swing check valves, flow metering, flow strainer, steel base over the wet well with an access hatch, all new pipe, valves and fittings, new building doors, control panel relocation and modification, general electrical work and related items.

Compensation: By authorizing SPN to proceed with the additional work on this project, The City of Mitchell agrees to compensate SPN based on the following:

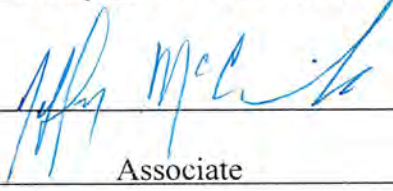
	Original Agreement	Amendment #1 Increase	Total Contract Amount
Design Phase	\$6,700	\$4,000	\$10,700

Acceptance/Notice to Proceed: By signing this amendment to the March 8, 2023, Letter of Agreement the City of Mitchell accepts the terms and conditions as set forth in the Letter of Agreement and hereby authorizes SPN to proceed with the performance of the services as set forth herein effective the date of this letter.

CITY OF MITCHELL
MITCHELL, SOUTH DAKOTA

SCHMUCKER, PAUL, NOHR & ASSOC INC
MITCHELL, SOUTH DAKOTA

By: _____

By:  _____

Title: _____

Title: Associate

ATTEST:

By: _____

Title: _____

Date of Acceptance: _____

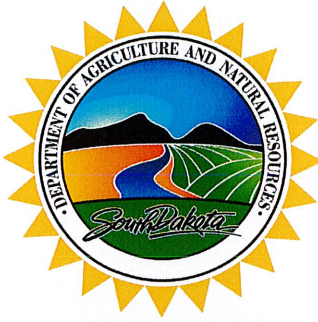
CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	612-Sanitation Recycling 2023 Budget - \$2,680,000		
Agenda Item:	Action to Approve Agreement #A2023-22, Recycling Transfer Station Grant with SDDANR		
Explanation/Background of Agenda Item Requested:	The City entered into a contract with Helms and Associates on February 16, 2021 for the design and bidding of a new recycling transfer station to be located at the current Mitchell Regional Landfill site. Council authorized the application of a DANR grant on December 5 for the transfer station. The Board of Water and Natural Resources held their scheduled meeting on March 30, 2023 to consider a grant proposal for the City's Recycling Transfer Station. The SD DANR awarded the City a grant for 37.4% of approved costs and is not to exceed a maximum grant of \$1,000,000. Staff recommends approval of the SD DANR Solid Waste Management Program for 37.4% of the approved costs not to exceed a maximum grant of \$1,000,000.		



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

04/27/2023

Re: City of Mitchell, 2024G-SW-101
Construction of Recycling and Solid Waste

Bob Everson, Mayor
City of Mitchell
612 North Main Street
Mitchell, SD 57301

Dear Mayor Everson:

I would like to congratulate the city of Mitchell for obtaining a grant from the Solid Waste Management Program for the Construction of a Recycling Transfer Station project. The grant is for 37.4 percent of approved costs, not to exceed a maximum grant of \$1,000,000.

Enclosed is the grant agreement for your project. Please have the authorized signatory sign and date the agreement, make a copy for your files, and **the original returned** to our office. Also enclosed are the Assurances, Terms, and Conditions and a Payment Provisions Checklist related to the grant agreement. You cannot draw grant funds until the items listed on the checklist are submitted. Please keep the Assurances, Terms, and Conditions and begin preparing the items on the checklist.

Please take note of the audit requirements outlined in item 14 of the Assurances, Terms, and Conditions. At project completion, a project audit or your regular scheduled audit covering the grant period shall be submitted to the department within 15 days of issuance.

In addition, the enclosed W-9 form must be fully completed, signed, and **return the original to this department**.

I look forward to working with your system on this project. Please contact me at (605) 394-5318 or via email at abbey.larson@state.sd.us if you have any questions.

Sincerely,

Abbey Larson
Natural Resources Engineer II
Environmental Funding Program

Enclosures

cc: John Clem, Planning and Development District II, Yankton
Leif Redinger, Helms and Associates, Aberdeen

SOLID WASTE MANAGEMENT PROGRAM
GRANT AGREEMENT
ASSURANCES, TERMS AND CONDITIONS

In consideration of the approval of the Grant described above by the State of South Dakota, acting through its Board of Water and Natural Resources, and Department of Agriculture and Natural Resources (“DANR”), 523 East Capitol Avenue, Pierre, SD 57501 (collectively the “State”), the Grantee covenants and agrees to comply with the following assurances, terms, and conditions.

1. Grantee will comply with those federal, state and local laws, regulations, ordinances and permits applicable to the construction, operation, and maintenance of the Project.
2. Grantee will cause its contractors, sub-contractors, agents, and employees to comply with the applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. In the event of conflict between federal, state and local laws and regulations, compliance with the more restrictive laws and regulations shall be deemed compliance with less restrictive laws and regulations.
3. Grantee will submit all changes which would alter the purpose, scope, or the functional layout of the Project to the State for approval and no such changes or modifications may be made without such prior approval in writing. It is agreed that the Application of the Grantee, including those materials attached in support thereof, are by this reference incorporated herein as if set out in full. Grantee will not substantially depart from the description of the Project as set forth therein without the prior written approval of the State.
4. Grantee will construct the Project, or cause it to be constructed, to final completion with reasonable diligence in accordance with the approved plans and specifications and the approved Project scope for the grant; construction will be completed and funds expended within three years after Grantee’s request for grant funds has been approved.
5. Grantee will ensure that construction administration and inspection is done by or under the supervision of a professional engineer or architect licensed and registered in the State of South Dakota to help assure that the construction contractor’s work conforms with the approved plans and specifications, and to furnish inspection and material testing reports, recommendations and such other information as the State may require. It is recognized and understood that the final responsibility of conformance with the plans and specifications is that of the construction contractor. The State has the right to monitor facility and design through on-site inspections from time to time.
6. Grantee warrants and represents as follows:
 - a. The Grantee is duly organized and existing under the laws of the State of South Dakota; has taken all proper action to authorize the execution, delivery and

performance of its obligations under this Grant Agreement; and has the power and authority to enter into and consummate all transactions contemplated by this Grant Agreement, and to carry out its obligations hereunder.

b. There is no action, suit, proceeding, inquiry or investigation at law or equity, by or before any judicial or administrative court, agency or body, pending or threatened against the Grantee wherein an unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Grant Agreement.

c. As of the date of this Grant Agreement, the Grantee has obtained or made all permits, findings and approvals required by any governmental body or officer for the Project or the financing thereof, except as otherwise set forth in this Grant Agreement or disclosed in writing to the State prior to the execution hereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Grantee as a condition to entering into this Grant Agreement and the performance of the Grantee's obligations hereunder.

d. This Grant Agreement is a legal, valid and binding obligation and agreement of the Grantee, enforceable against the Grantee according to its terms, except as the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

e. The Project consists of the facilities, improvements and activities described in the Project Title/Description of the Funding Agreement, as the same may be from time to time amended pursuant to section 28 hereof.

f. There is no fact that the Grantee has not specifically disclosed in writing to the State that materially and adversely affects or will materially and adversely affect the properties, operations and finances of the Grantee, its legal status, or its ability to perform its obligations hereunder.

g. The Grantee certifies that there has been no material adverse change since the date of the Application in the financial condition, organization, operation, property, or the personnel of the Grantee; and that the information contained in the Application, and other information the Grantee provided to the State does not contain any material misrepresentations or misstatements of fact.

h. The Grantee further certifies that it:

(1) has not received any notice or otherwise learned of any Environmental Liability which would individually or in the aggregate constitute a Material

Adverse Occurrence arising in connection with (i) any non-compliance with or violation of the requirements of any Environmental Law or (ii) the release or threatened release of any toxic or hazardous waste or other substance into the environment;

(2) does not have any knowledge of any threatened or actual liability in connection with the release or threatened release of any toxic or hazardous waste, substance or constituent, or other substance in the environment which would individually or in the aggregate constitute a Material Adverse Occurrence; or

(3) has not received any notice or otherwise learned of any federal or state investigation evaluating whether any remedial action is needed to respond to a material release or threatened release on any toxic or hazardous waste, substance or constituent into the environment for which the Grantee is or may be liable. The Grantee is in substantial compliance with all Environmental Laws in the respective jurisdictions where it is presently doing business or conducting operations.

(4) Material Adverse Occurrence shall mean any occurrence of any nature whatsoever, including without limitation, any adverse determination in any litigation, arbitration or government investigation or proceeding, which the State shall reasonably determine materially adversely affects the present or prospective financial condition or operations of the Grantee, or impairs the ability of the Grantee to perform its obligations.

7. Grantee agrees to maintain the necessary and appropriate accounts, records and books in which full and correct entries are made, capable of allowing the preparation of annual financial statements prepared in accordance with generally accepted financial and reporting standards as promulgated by the Governmental Accounting Standards Board, or the Financial Accounting Standards Board, as appropriate, or an Other Comprehensive Basis of Accounting as defined by the American Institute of Certified Public Accountants. The State and its authorized representatives shall have the right to inspect such books and accounts upon reasonable notice, during normal business hours. Grantee will retain all books and records, including audits required pursuant to this Grant Agreement, for a period of not less than three years following the issuance of the final grant closeout letter.
8. Grantee will establish safeguards to prevent employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain unrelated to the public benefits from the Project, for themselves or others, particularly those with whom they have family, business, or other ties.

9. Grant proceeds will be kept in the state treasury, in the Water and Environment Fund, and shall be disbursed based upon the Grantee's request for disbursements. Grantee will submit signed requests for disbursements using a form prescribed by the State, together with all attachments required by such form. The request for disbursement will be submitted to such person or persons as the State may designate for approval. Disbursements may be obtained only for those Project costs which have been legally incurred, and which are due and payable, or have been paid by the Grantee. The Grantee will designate, by duly adopted resolution, an official to certify on Grantee's behalf that the request submitted is correct and is a valid expenditure for the Project. The Grantee is required to submit a W-9 form with the "Required Direct Deposit Information" completed which will authorize electronic payments by direct deposit and provide electronic payment notification to the Borrower. This form is available through the DANR Fiscal Office or it can be downloaded directly from <http://denr.sd.gov/dfta/wwf/VendorACHW-9Form.pdf>. The Borrower must fax the completed form to (605) 773-4068 or scan and email to DANRMail@state.sd.us with "Attn: Fiscal Office" in the subject line or mail it to:

DANR Fiscal Office
523 East Capitol
Pierre, SD 57501-3182

All requests for disbursement for eligible costs under this Grant Agreement not presented within ninety (90) days after the completion of the term hereof are barred from payment. The State reserves the right, at its option, to disburse the funds directly to the contractor or sub-contractor supplying the service or material for which the payment is sought. Disbursements for travel and subsistence may not exceed the rates established in the rules and regulations of the State Board of Finance relating to travel and subsistence expenses for state employees. No funds will be disbursed until all fees owed by the Grantee to DANR are paid.

10. Prior to the drawdown of grant funds, Grantee will supply to the State, in a form satisfactory to the State, evidence of the commitment of funds from other sources for use, together with the funds granted hereby, in construction of the Project.
11. Grantee hereby grants to the State a security interest pursuant to the South Dakota Uniform Commercial Code (SDCL Ch. 57A-1 et seq.) in the equipment described in Exhibit A, attached hereto, including all products of, additions to, and replacements thereof, and all accessories, accessions, parts and equipment now or hereafter affixed thereto and used in connection therewith, and the proceeds of all property secured hereby (the "Collateral"). Upon purchase of the equipment, Grantee shall within ten (10) days provide a description to the State, which description is hereby made a part of this Grant Agreement. Grantee agrees that the equipment will remain personal property, and not become a fixture. The State shall have a first lien on the Collateral, unless it expressly agrees otherwise in writing. Grantee agrees to cooperate with the State in signing and filing all documents necessary to perfect the State's security interest in such equipment.

12. Grantee agrees not to sell, lease, convey, assign, transfer, or encumber any equipment purchased, in whole or in part, with funds provided pursuant to this Grant Agreement for a period of five (5) years from the date hereof, without the express prior written consent of the State. In the event the equipment is transferred within the five (5) year period, Grantee agrees to pay the State, within 30 days, an amount equal to an amount determined by taking the fair market value of the equipment at the time of disposal times the approved percentage of the Project funded by this Grant Agreement.
13. Grantee will submit, if requested, within ten (10) working days of the end of a quarter, on a form provided by the State, a status report detailing the progress, operations, and financial condition of the Project and its facilities, which reports may include the entire construction and operation of the Project and all revenues and expenditures of the Project.
14. If the Grantee's financial statements for the grant period are not audited and the grant is for more than \$250,000 dollars, the Grantee agrees to have a final project audit performed. The final project audit or audited financial statements covering the grant period shall be submitted to the Department of Agriculture and Natural Resources within 15 days of issuance or acceptance by either the Department of Legislative Audit or issuance by a qualified independent accountant duly licensed in the State of South Dakota. The scope of the required final project audit is detailed in Exhibit B.
15. Grantee will insure that all land surveys are conducted by a land surveyor registered in the State of South Dakota, and that the final plans and specifications are prepared under the supervision of a professional architect or engineer licensed and registered in the State of South Dakota.
16. Grantee will maintain an acceptance certificate completed by the architect or engineer in charge of the Project in the Grantee's files.
17. The Grantee shall at all times during the term of this Grant Agreement keep and maintain property and casualty insurance, workers compensation, and liability insurance with insurers licensed to do business in the State, or risk pool coverage programs described in SDCL chapter 3-22, against such risks and in such amounts as are customary in the State for entities of the same or similar size and type as the Grantee, and similarly situated with facilities of the Project's type, and provide proof of such coverage to the State. In the event of cancellation of coverage the Grantee will promptly obtain replacement insurance with the same or substantially similar coverage and provide proof of such coverage to the State. In the event of a substantial change in insurance, issuance of a new policy, renewal, replacement, or changes in coverage, the Grantee will promptly provide written notice of such changes to the State and provide a new certificate of insurance showing continuous coverage in the amounts required.
18. Grantee agrees to indemnify and hold the State, its officers, agents, employees, assigns and successors in interest harmless from any and all claims or liability of any kind or

character whatsoever arising from or connected with the construction, operation, or maintenance of the Project funded herein, provided that nothing herein requires the Grantee to indemnify the State for its own acts or omissions.

19. Grantee certifies, by signing this agreement, that:
 - a. A conflict of interest policy is enforced within the Grantee's organization;
 - b. Internal Revenue Service Form 990 has been or will be filed, if applicable, in compliance with federal law, and will be displayed immediately after filing on the Grantee's website or if Grantee does not maintain a website a copy of the form will be sent to the State;
 - c. An effective internal control system is employed by the Grantee's organization; and
 - d. Grantee is in compliance with the federal Single Audit Act, if applicable, in compliance with SDCL 4-11-2.1, and that audits are displayed on the Grantee's website or if Grantee does not maintain a website copies of the audits will be sent to the State.

If Grantee is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Grantee's conflict of interest policy. The State will publically post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

20. Prior to the disbursement of funds, Grantee will provide the State with the written opinion of an attorney duly licensed to practice law in the State of South Dakota, said opinion certifying that, if applicable:
 - a. The Grantee is a duly organized and existing legal entity under State law, has the legal power to enter into this Grant Agreement both as a matter of State law and according to its enabling documents, and its governing board has duly authorized these transactions by appropriate resolutions;
 - b. The Grantee, has acquired or will acquire the real property necessary for the construction of the Project, together with those rights-of-way, easements, permits, and licenses necessary for the construction, operation and maintenance of the Project; the legal instruments evidencing that acquisition are in appropriate and due legal form and adequately confer upon the Grantee the necessary rights for the construction, operation and maintenance of the Project; such omissions or defects as may exist will in no substantial way or manner endanger the value or operation of the Project and its facilities; and those legal instruments have been

duly and properly recorded in the appropriate public land records of each county in which any land affected thereby is situated; and,

c. There is no action, suit, proceeding, inquiry or investigation at law or in equity, by or before any judicial or administrative court, agency or body, pending or threatened against the Grantee or the Project, wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of this Grant Agreement, or would materially adversely affect the ability of the Grantee to comply with its obligations under this Grant Agreement.

21. In the event the Grantee fails or refuses to perform any covenants or agreements hereunder on Grantee's part made and entered into, or in the event of an improper use of grant funds hereunder, or in the event of the failure of the Grantee to promptly pay, when due, any taxes, charges, liens, assessments, or encumbrances, or in the event of the insolvency of the Grantee, the State may at its option declare this Grant Agreement to be in default and shall provide Grantee with written notice of such default. If such default has not been cured, or if a written plan to correct such default acceptable to the State has not been submitted to the State within thirty (30) days of Grantee's receipt of written notice thereof, the State at its sole option, may cancel this Grant Agreement, and Grantee shall be obligated to reimburse the State for any grant funds therefore expended by or for the benefit of Grantee, or any part thereof, and if not promptly paid the State may pursue any rights and remedies under any applicable laws or regulations. Grantee agrees to pay the State an amount equal to the costs and expenses, including reasonable expert and attorney's fees, incurred by the State in enforcing its rights under this Grant Agreement.
22. The rights and remedies herein conferred upon the State shall be cumulative and not alternative and shall be in addition and not in substitution of or in derogation of rights and remedies conferred by any other agreements between the parties hereto or by any applicable law. The failure of the State to enforce strict performance of any covenant, promise, or condition herein contained, including timely payments due hereunder, shall not operate as a waiver of the right of the State thereafter to require that the terms hereof be strictly performed according to the tenor thereof.
23. This Grant Agreement, or any part thereof, or the benefits to be received hereunder, shall not be assigned, transferred, or otherwise disposed of to any person, firm, corporation, or other entity by Grantee without the express prior written consent of the State.
24. Any notice or other communication required under this Grant Agreement shall be in writing and sent to the address set forth in this Grant Agreement. Notices shall be given by and to the Secretary, DANR on behalf of the State, and by and to the Designated Official executing the Funding Agreement on behalf of the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when

mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

25. In the event that any provision of this Grant Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
26. All other prior discussions, communications and representations concerning the subject matter of the Grant are superseded by the terms of this Grant Agreement, and except as specifically provided herein, this Grant Agreement constitutes the entire agreement with respect to the subject matter hereof.
27. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Grant Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
28. This Grant Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof or thereof, and which writing will be signed by an authorized representative of each of the parties. No provision stated herein shall be waived without the prior written consent of the State.
29. Time is of the essence in the performance of the covenants, terms and conditions contained in this Grant Agreement. This Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

EXHIBIT A

SOLID WASTE MANAGEMENT PROGRAM

SOUTH DAKOTA UNIFORM COMMERCIAL CODE

EXHIBIT B

SOLID WASTE MANAGEMENT PROGRAM

All recipients of a grant of more than \$250,000 who do not have their financial statements audited during the grant period must have a final Project audit performed by a qualified independent accountant duly licensed in the State of South Dakota. The final project audit or audited financial statements covering the grant period shall be submitted to the Department of Agriculture and Natural Resources within 15 days of issuance or acceptance by either the Department of Legislative Audit or issuance by a qualified independent accountant duly licensed in the State of South Dakota.

The scope of the audit will include:

- 1) Compliance with federal, state and local laws, regulations, ordinances and permits applicable to the construction, operation, and maintenance of the Project;
- 2) Documentation of all sources of revenue for the Project and all Project costs to include allocation of costs by revenue source; and
- 3) An Acceptance Certificate completed by the architect or engineer of the Project.

PAYMENT PROVISION CHECKLIST OF REQUIRED DOCUMENTS

PROJECT NAME

Grant Number 2024G-SW-101

The following documents, as indicated, must be submitted prior to the drawdown and receipt of any funds under this grant:

_____ Project plans and specifications as approved by a professional architect or engineer licensed and registered in South Dakota as outlined in Item #5.

_____ Resolution authorizing the signatory on the grant agreement and for payment requests as outlined in Item #9.

_____ Complete and submit to the department the attached "Vendor ACH Authorization Form" as outlined in Item #9.

_____ Submit South Dakota Uniform Commercial Code as "Collateral" to the department as outlined in Item #11. (required for equipment purchases only)

_____ Copy of your property and casualty insurance, workers compensation, and liability insurance or risk pool coverage as outlined in Item #17.

_____ Opinion of Counsel certifying the applicable information as outlined in Item #20 of the Assurances, Terms, and Conditions.



Substitute **W-9**

Taxpayer Identification Number (TIN) Verification

DO NOT send to IRS

Print or Type

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

Legal Name (as entered with IRS) If Sole Proprietorship enter your Last, First MI	Entity Designation (check only one) <u>Required</u> ☐ Individual / Sole Proprietor ☐ Partnership ☐ C Corporation ☐ S Corporation ☐ Limited Liability Company - Individual ☐ Limited Liability Company - Partnership ☐ Limited Liability Company - Corporation ☐ Governmental Entity ☐ Hospital Exempt from Tax or Government Owned ☐ Long Term Care Facility Exempt from Tax or Government Owned ☐ Trust/Estate ☐ All Other Entities (specify e.g. 501(c)(3), etc.)
Business Name If doing business as (DBA) or enter business name of Sole Proprietorship	
Order Address (where order should be mailed) PO Box or Number and Street, City, State, ZIP + 4	
Remit Address (where check should be mailed) PO Box or number and street, City, State, ZIP + 4	
Exemptions Exempt payee code (if any): Exemption from FATCA reporting code (if any):	Taxpayer Identification Number (TIN) _____ Check Only One <u>Required</u> ☐ Social Security Number (SSN) ☐ Employer Identification Number (EIN) ☐ Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)

Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number ()
Signature		Date (mm/dd/yy)

Required Direct Deposit Information

Your Bank Account Number ☐ Checking ☐ Savings	Bank Routing Number (9-digit ABA #)	Name on Bank Account
THIS IS A: ☐ new direct deposit ☐ change of existing (providing old banking information required to change existing)		
Old Bank Account Number	Old Routing Number (9-digit ABA #)	You must provide the previous banking information to make a change.
Required e-mail address (Please make this LEGIBLE)		

If you provide an email address you will be sent electronic notification when a payment is issued. You will also receive a PIN for use when logging into the SD Vendor Self Service website at <http://bfm.sd.gov/vendor>. We will **NOT** share your email address with anyone or use it for any purpose other than communicating remittance information.

Information below to be completed by the State Agency. Vendor Number required for any new vendors added to SDAS.

State Agency:	Agency Contact:	Date:	Vendor Number assigned by SDAS:
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STATE OF SOUTH DAKOTA
BOARD OF WATER AND NATURAL RESOURCES
RESOLUTION NO. 2023- 62

APPROVING THE SOUTH DAKOTA SOLID WASTE MANAGEMENT PROGRAM GRANT AGREEMENT TO THE CITY OF MITCHELL, APPROVING THE FORM OF THE GRANT AGREEMENT, AND DESIGNATING THE SECRETARY OF THE DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES TO ACT ON ITS BEHALF.

WHEREAS, the Board of Water and Natural Resources (the "Board") was presented with an application from the city of Mitchell (the "Sponsor") seeking financial assistance for the Construction of a Recycling Transfer Station; and

WHEREAS, the Board has determined that the project described in the Grant Agreement is an eligible project as defined by SDCL 34A-6-1.3 and SDCL 34A-6-61; and

WHEREAS, the Board has determined that the Sponsor and the project it has described meet the requirements for grant assistance as set out in the Solid Waste Management Program, ARSD 74:05:10; and

WHEREAS, the Board has reviewed the Grant Agreement, to be executed by the Sponsor, a true copy of which is attached hereto, and finds the document proper in all respects.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That the Board hereby approves the Solid Waste Management Program Grant Agreement (2024G-SW-101) for up to 37.4 percent of all approved total project costs not to exceed \$1,000,000 as set forth with particularity in the Solid Waste Management Program Grant Agreement attached hereto, which is hereby approved.

2. That the Chairman is authorized to execute the "SOUTH DAKOTA SOLID WASTE MANAGEMENT PROGRAM GRANT AGREEMENT."

3. That the Secretary, Department of Agriculture and Natural Resources, is hereby designated as the representative of the Board to do all things on its behalf allowable under ARSD 74:05:10 with reference to the Solid Waste Management Program Grant Agreement described herein, and doing of those acts specified in the agreement to be performed by the Board, provided that the Secretary is hereby empowered to delegate such authority in writing to persons under the supervision of the Secretary as deemed appropriate.

Dated this 30th day of March, 2023

(SEAL)

ATTEST:



Secretary, Board of Water and
Natural Resources

By: 

Chairman, Board of Water and
Natural Resources

**South Dakota
Solid Waste Management Program
Grant Agreement**

Recipient City of Mitchell	Award Type Grant	ID Number 2024G-SW-101
Address 612 N Main St Mitchell, SD 57301-2620	Date of Award March 30, 2023	Type of Action New
Certifying Officer (name, title, phone no.) Jerald Toomey Mayor of Mitchell 605-995-8420	Total Project Cost \$2,680,000	SWMP Amount \$1,000,000

Project Title/Description Construction of Recycling Transfer Station

The proposed project involves construction of a 12,500 square foot bi-level building for operations to include a tipping floor with a lower level to facilitate loading walking floor trailers.

Award Conditions

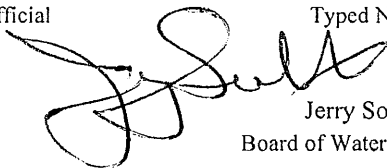
General: The grantee covenants and agrees that it will expeditiously initiate and timely complete the project above described in accordance with this agreement in three years or less from the date of award. The grantee warrants, represents, and agrees that it will comply: (1) with all applicable provisions of SDCL Chapter 34A-6-1.3, SDCL Chapter 34A-6-61 and ARSD 74:05:10; (2) with any special conditions set forth in this agreement; and (3) with the attached Assurances, Terms, and Conditions.

Special: None

Offer

The State of South Dakota hereby offers assistance to the city of Mitchell for up to 37.4% of all approved total project costs not to exceed \$1,000,000 for the support of the approved project as described above (including all application modifications).

Signature of Award Official



Typed Name and Title

Jerry Soholt, Chairman
Board of Water and Natural Resources

Date

March 30, 2023

Acceptance

In accepting this award or amendment and any payment made pursuant thereto, (1) the undersigned represents that he/she is duly authorized to act on behalf of the recipient, and (2) the recipient agrees (a) to comply with the provisions of this agreement, and (b) any payments found by the State of South Dakota to have been overpaid will be refunded or credited in full to the State. To the best of my knowledge and belief, data in this agreement are true and correct.

By and On Behalf of The Recipient

Signature of Designated Official

Typed Name and Title

Date

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Action to Approve Agreement #A2023-21, TID #30 Developer's Agreement (Sharpstone)		
Explanation/Background of Agenda Item Requested:	The City approved the creation of TIF 30 and the project plan for TIF 30 on May 15, 2023. This relates to the development of the Sharpstone subdivision for affordable housing. This Developer's Agreement provides some additional terms relating to how the TIF 30 proceeds will be distributed to the Developer.		

**CONTRACT FOR
PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT
NUMBER THIRTY
CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA**

Between

Sharpestone Deuce LLC,
a South Dakota Liability Company,

and the

City of Mitchell, South Dakota

Dated as of June ____, 2023

THIS AGREEMENT is made effective as of the _____ day of June, 2023, between SHARPESTONE DEUCE LLC, a South Dakota limited liability company (“Developer”), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the “City”).

SECTION 1. The City created Tax Increment District Number Thirty (TID #30) by resolution dated May 15, 2023. The purpose of TID #30 is to provide funds to assist in the construction of infrastructure for an Affordable/Work Housing project to be located within the city limits of the City, pursuant to Tax Increment District Number 30, City of Mitchell Tax Increment Project Plan (the “Project Plan”).

SECTION 2. The City approved the Project Plan for TID #30 on May 15, 2023.

SECTION 3. The estimated Project costs to be paid by TID #30, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project	Number of Projects	Location	Amount	Reference
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs)		District	0	11-9-15(1)
Financing Costs		District	0	11-9-15(2)
Real Property Assembly		District	0	11-9-15(3)
Professional Fees		District	0	11-9-15(4)
Administrative Costs		District	0	11-9-15(5)
Relocation Costs		District	0	11-9-15(6)
Organizational Costs		District	0	11-9-15(7)
Discretionary Costs and Grants	1	District	\$1,002,469	11-9-15(8)
Eligible Project Costs			\$1,002,469	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed \$1,002,469 during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the “Act”). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment

to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #30 has or will be certified by the South Dakota Department of Revenue at \$55,610.

SECTION 6. Financing for TID #30 shall be secured by the Developer securing financing to fund the improvements by way of a note which will have an interest rate over the life of the note as negotiated by the Developer. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer's improvement of the TID under this Agreement. The Grant shall constitute "proceeds" under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a "zero interest" TID, meaning that City's only obligation is to pay forward on the tax increment received from TID #30 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for public improvements in the tax increment district. TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, as more fully set forth in the TID #30 Project Plan, notwithstanding any other provision in this Agreement.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur is owned by Developer, and the property in its totality shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the TIF-borrowed funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

SECTION 8. Developer agrees to complete any public improvements described and undertaken in the approved Project Plan, pursuant to the approval of the City of Mitchell, and the public improvements shall be completed by the Developer within five (5) years of the date of the creation of this TID #30.

The parties recognize that the project cost figures are based upon good faith estimates, and the actual components within a particular category of project costs as set forth on page 17 of the TID #30 Project Plan may vary from the estimated values. Therefore, Developer and City mutually agree that the total authorized front-end TID project costs as set forth in the Developer's Project Plan, up to \$1,200,000 incurred by Developer, is the controlling value with respect to the authorized TID expenditures rather than particular line item amounts contained in the Project Plan. The line item categories set forth in the Project Plan were prepared for guidance in developing the Project Plan, and actual costs will be determined upon completion of the improvements; however, in the event the total of the actual TIF-eligible costs exceed the

authorized amount, the Developer hereby acknowledges and agrees that costs exceeding this amount are guaranteed by the Developer; however, if the TID amount is repaid prior to the expiration of the TID, Developer may be reimbursed for any eligible costs or amounts paid by Developer, not to exceed the total maximum eligible cost of \$1,002,469. Both parties acknowledge that Developer reserves the right to undertake the improvements contained within the Project Plan in its sole discretion. City represents that Developer may rely upon the payments to be made to it solely out of available tax increment funds as specified in this Agreement and that Developer may assign its rights to such payments, either in full or in part, for the purposes of financing its obligations related to this Agreement, to include payment or assignment back to City.

SECTION 9. All positive tax increments received in Tax Increment District Number Thirty shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Thirty Fund," hereinafter referred to as the "Fund," pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 8 above.

SECTION 10. 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 Tax Increment District Number 30 receipted into the Fund specified in Section 9. 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 such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 9 hereof. 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 #30. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 11. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. **THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER.** Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 12. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 13. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plan.

SECTION 14. This document, along with the Project Plan for Tax Increment District Number 30, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 15. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 16. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 17. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this ____ day of June, 2023.

SHARPESTONE DEUCE LLC

By _____
Caleb Koerner, One of Its Members

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the ____ day of June, 2023, before me, the undersigned officer, personally appeared Caleb Koerner, who acknowledged himself to be one of the Members of Sharpestone Deuce LLC, a South Dakota limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as one of its Members.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

Dated this _____ day of June, 2023.

CITY OF MITCHELL

(SEAL)

By _____
Its Mayor

ATTEST:

City Finance Officer

STATE OF SOUTH DAKOTA

SS

COUNTY OF DAVISON

On this the _____ day of June, 2023, before me, the undersigned officer, personally appeared Robert B. Everson, Jr. and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve Developers Agreement #A2023--23 with Sharpestone Deuce, LLC for Sharpstone Development		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Agreement #A2023-23, Sharpestone Deuce, LLC Developer's Agreement		
Explanation/Background of Agenda Item Requested:	Sharpestone Deuce, LLC brought their Master Plan for the Sharpstone Deuce development at the September 12, 2022 Planning Commission, which was approved unanimously. The development will add approximately 13 new single family housing lots within City limits. A Planned Unit Development District was approved at the August 22, 2022 Planning Commission meeting and was adopted at the September 18, 2022 City Council meeting. Sharpestone Deuce also applied and was approved for TID #30 at the May 8 Planning Commission Meeting and May 15 City Council Meeting. Plans and specifications were submitted and approved by the DANR and the plans, specifications and drainage plan have been submitted and approved by the Public Works Department. The plans, specifications and drainage plan are on file in the Public Works Office at City Hall. The developer's agreement requires the developer to improve the property in accordance with the plans and specifications that were approved by the City, City Ordinances and all laws and regulations governing the development. The developer will provide water service, sanitary sewer service, adequate storm sewer facilities and street access to City standards as outlined in the plans and specifications. The street will remain a private street. The City will maintain water, sanitary sewer and storm sewer per City ordinances. The City will also be capable of providing garbage and recycling services per City ordinance per the agreement. The developer is required to provide on-site observation and testing services by a qualified professional to ensure compliance with the plans and specifications. Staff recommends City Council approve the Developer's Agreement with Sharpestone Deuce, LLC.		

PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

Developer's Agreement

Sharpstone Deuce Addition

City of Mitchell, South Dakota

This agreement made this 5th day of June, 2023, between Sharpstone Deuce, LLC, owners, hereinafter called "Developer" and the City of Mitchell, a municipal corporation of the State of South Dakota, located in Davison County, hereinafter called the "City".

WHEREAS, the Developer is the owner of approximately 3.01 acres, said land being described as follows:

Lots 1 through 13 and Lot A of Sharpstone Deuce Addition in the W1/2 of the S1/2 of the SW1/4 of the NW1/4 of Section 9, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota

WHEREAS, the Developer desires to improve land for residential purposes; and

WHEREAS, the Planning Commission of the City has recommended to the City Council that the proposed subdivision of the above described land be given final approval when the plat thereof was presented to the Planning Commission and City Council on the condition that the Subdivider enter into an agreement with the City relative to the manner and method by which said land is to be developed; that the developer not be in default as to said agreement and all laws and regulations governing said development; and

WHEREAS, the Developer agrees to develop said land as herein described in accordance with this agreement, all City Ordinances, and all laws, plans and regulations governing said development.

NOW, THEREFORE, IN CONSIDERATION OF THE GRANTING OF APPROVAL OF A PLAT OF THE ABOVE DESCRIBED LAND AND THE DEVELOPMENT THEREOF BY THE CITY COUNCIL, the Developer does hereby agree to improve and develop said land as follows and as otherwise regulated by City Ordinances and all laws, plans and regulations governing said development.

Section I. Improvements. Standard for all Subdivisions

All Provisions of Section I apply unless otherwise addressed in Section II.

A. Roads and Streets. The Developer hereby agrees:

1. To grade and surface all roads and streets in the above described property in accordance with the plat of said subdivision and the plans and specifications on file in the Office of the Director of Public Works.

2. That roads and streets will be completed before occupancy is permitted.

3. That no occupancy will be permitted until a homeowner's association has been established and will address any responsibilities established by this agreement.

4. Roads and streets within the development shall not be dedicated to the City.

B. Sanitary Sewer. The Developer hereby agrees:

1. To construct, furnish, install and provide a complete sewerage system throughout the entire subdivision, all in accordance with the plans, specifications and drawings on file in the Office of the Director of Public Works.

2. That construction of a sanitary sewer will be completed and acceptable to the City before any occupancy is permitted.

3. That no occupancy will be permitted until the sanitary sewer main lines have been dedicated to and accepted by the City.

4. The City shall not be responsible for service pipes or accessories nor for inferior pipe or fixtures. A service pipe shall be considered all of the sewer pipes on a property up to their connection point with the main line herein dedicated to the City. The Developer or owners, at their own expense, must keep and maintain their service in good working order and properly protected from frost and other injury. No claim shall be made against the City for reason of the breaking of any service pipe or apparatus or for damage that may result from variations of water pressure or shutting off water for repair or other necessary purpose. No reduction from regular water rates will be made because of such broken or leaking pipes or fixtures.

C. Water. The Developer hereby agrees:

1. To construct, install, furnish and provide a complete system of water distribution throughout the entire subdivision in accordance with the plans and specifications on file in the office of the Director of Public Works.
2. That construction of the system of water distribution will be completed and acceptable to the City before any occupancy is permitted.
3. That no occupancy will be permitted until the water main distribution system has been dedicated to and accepted by the City.
4. The City shall not be responsible for service pipes or accessories nor for inferior pipe or fixtures. A service pipe shall be considered all of the water lines extending from the water main herein dedicated to the City up to a meter. The Developer or owners, at their own expense, must keep and maintain their service in good working order and properly protected from frost and other injury. No claim shall be made against the City for reason of the breaking of any service pipe or apparatus or for damage that may result from variations of water pressure or shutting off water for repair or other necessary purpose. No reduction from regular water rates will be made because of such broken or leaking pipes or fixtures.
5. The developer, owner or occupant of any premises connected with City water shall keep all curb cocks and meters readily accessible and shall protect the same and the meter from frost, from all other destructive agencies and from injury or interference by any person. The developer, owner or occupant shall notify the Public Works Department in case of leaks on service pipes or meter. The developer, owner or occupant shall pay the cost of repairing meters that have been damaged by frost or by his carelessness or maliciousness, and there shall be an additional charge for shutoff as required in section 8-8-17 of the City Ordinance.

D. Surface Water Drainage. The Developer hereby agrees:

1. To construct, install, furnish and provide adequate facilities for storm and surface water drainage throughout the entire subdivision in accordance with the plans and specifications on file in the office of the Director of Public Works.
2. That construction of surface and storm water drainage facilities shall be completed and acceptable to the City before occupancy is permitted; however, such facilities will not be dedicated to the City. The established homeowner's association shall be responsible for any maintenance, replacement, or drainage blockages that may occur within the development property.

E. Sidewalks. The Developer hereby agrees:

1. To design a complete system of sidewalks parallel to Lot A as shown in the plans.
2. The construction of all sidewalks shall be completed for each lot by either the Developer or owner prior to permitting occupancy of the property.
3. Sidewalk within the development shall not be dedicated to the City.
4. Sidewalk shall be cleared of snow and ice from the entire width of the sidewalk adjacent to their property within forty-eight (48) hours after the fall of snow or the formation of ice and shall be completed or enforced by the homeowner's association.

F. Testing. Developer shall employ at its sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish the City with certified copies of test results and shall release and authorize full access to the City and its designated representatives to all work-up materials, procedures and documents used in preparing test results.

G. Drawings of Construction Record. The Developer shall supply the City with drawings of construction record showing the grades of all underground utilities. The Developer shall contact the City during the installation of the water main to coordinate as-built GPS records.

Section II. Provisions Specific to This Subdivision

A. The Developer shall provide an adequate easement for underground utilities to allow for reasonable access.

B. The Developer shall allow residents within the subdivision to participate in City Garbage. Developer acknowledges that City garbage services include the use of heavy equipment and that City shall not be responsible for normal wear and tear to the development road occurring from the use of such equipment to provide garbage service.

C. Residents within the subdivision shall participate in the City's recycling program. Developer acknowledges that City recycling services include the use of heavy equipment and that City shall not be responsible for normal wear and tear to the development road occurring from the use of such equipment to provide recycling service.

D. The homeowner's association shall be responsible for completing or enforcing all snow removal on the development property roads, streets and sidewalks while the road remains private.

Section III. Dedication

Subject to all of the other provisions of this agreement and the exhibits hereto attached the Developer shall, without charge to the City, upon completion of all of the water main distribution line and sanitary sewer main improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns forever free and clear of all encumbrances. After such dedication, the City shall have the right to connect or integrate other sanitary sewer main or water main facilities provided hereunder as the City decides, with no payment or award to, or constitute acceptance of any improvement by the City.

Section IV. Miscellaneous Requirements.

A. Survey Monuments. The Developer hereby agrees to properly place and install all survey or other monuments required by statute or ordinance prior to final plat approval. Interior piping shall be installed after the improvements are completed; before the sale of any lot and prior to the City's final acceptance.

B. Grade. The Developer hereby agrees to furnish to the Director of Public Works a copy of a plan showing the street grade in front of each lot and finished yard grade. This information shall be provided in the plans, specifications and drawings on file in the Office of the Director of Public Works.

C. Reimbursement of Costs to the City. The Developer hereby agrees to reimburse the City for any costs incurred by the City for engineering, inspection, administrative and legal expenses. Engineering and administrative costs for outside consultants shall be charged at the rate the consultant charges the City.

D. Covenants. The Developer may establish covenants which are more restrictive than the provisions of the Planned Unit Development.

Section V. Roads, Sanitary Sewer, Water and Storm Water Guaranty.

The Developer shall guarantee the improvement described in this agreement against defect due to faulty materials or workmanship which appear within a period of one year from the date of acceptance by the City as herein provided and shall pay for any damages resulting therefrom to City property.

Section VI. Method of Improvement.

The Developer hereby agrees to engage contractors for all work included in this agreement who are qualified to perform the work and who shall be listed as qualified for such work by the City. The Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference and including those standard specifications of the City.

Section VII. Issuance of Occupancy Permits.

The Developer hereby agrees no occupancy shall be permitted until all roads, streets, public utilities and improvements have been installed and are approved for connection by the City of Mitchell. No building permits shall be issued until the improvements in Section I., A, B, C, D, E, F and G are contracted for and copies of the executed contract are supplied to the City.

The Developer agrees to cooperate with the City to prevent the occupancy of any dwelling units before required improvements have been accepted. The City will not be obligated to provide any services to any unit built in the Subdivision until all required improvements have been accepted and may terminate any services provided during construction if a unit is occupied before an occupancy permit is issued by the City.

Section VIII. City Responsibility.

The Developer hereby agrees the City will not provide utility services on any improvements until accepted by the City.

Section IX. Performance Security.

A Performance Security (performance bond) shall be secured in favor of the City by a bond issued by a corporate surety licensed and authorized to do business in the State of South Dakota. The bond shall be equivalent to the Engineer's Estimate. The Performance Security shall terminate with this contract as outlined in Section X.

Section X. Termination

The Developer hereby agrees that this agreement shall be terminated after the one-year guaranty period as set forth in Section V has expired or thirty (30) days after all deficiencies have been corrected which were identified during the one-year guaranty period, whichever is more stringent.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this _____ day of _____, 2020.

Signature

Signature

Print Name

Print Name

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

On this 16th day of May, 2023, before me, the undersigned officer, personally appeared _____ (print signees name)., who acknowledged himself/herself to be a member of Sharpestone Deuce, LLC, and that in his official capacity, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public – South Dakota
My Commission Expires:_____

CITY OF MITCHELL, SOUTH DAKOTA

Robert B. Everson, Jr., Mayor

Attest:

Michelle Bathke, Finance Officer

(seal)

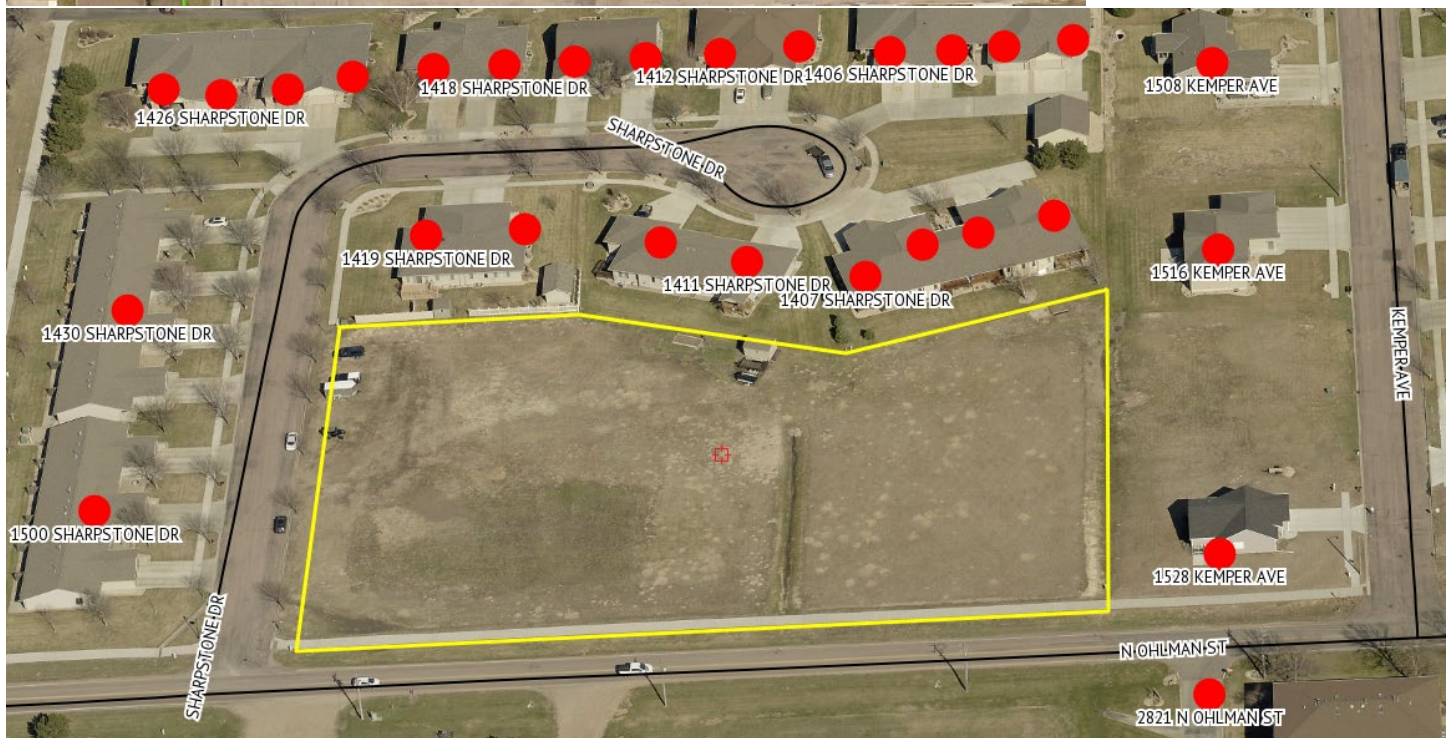
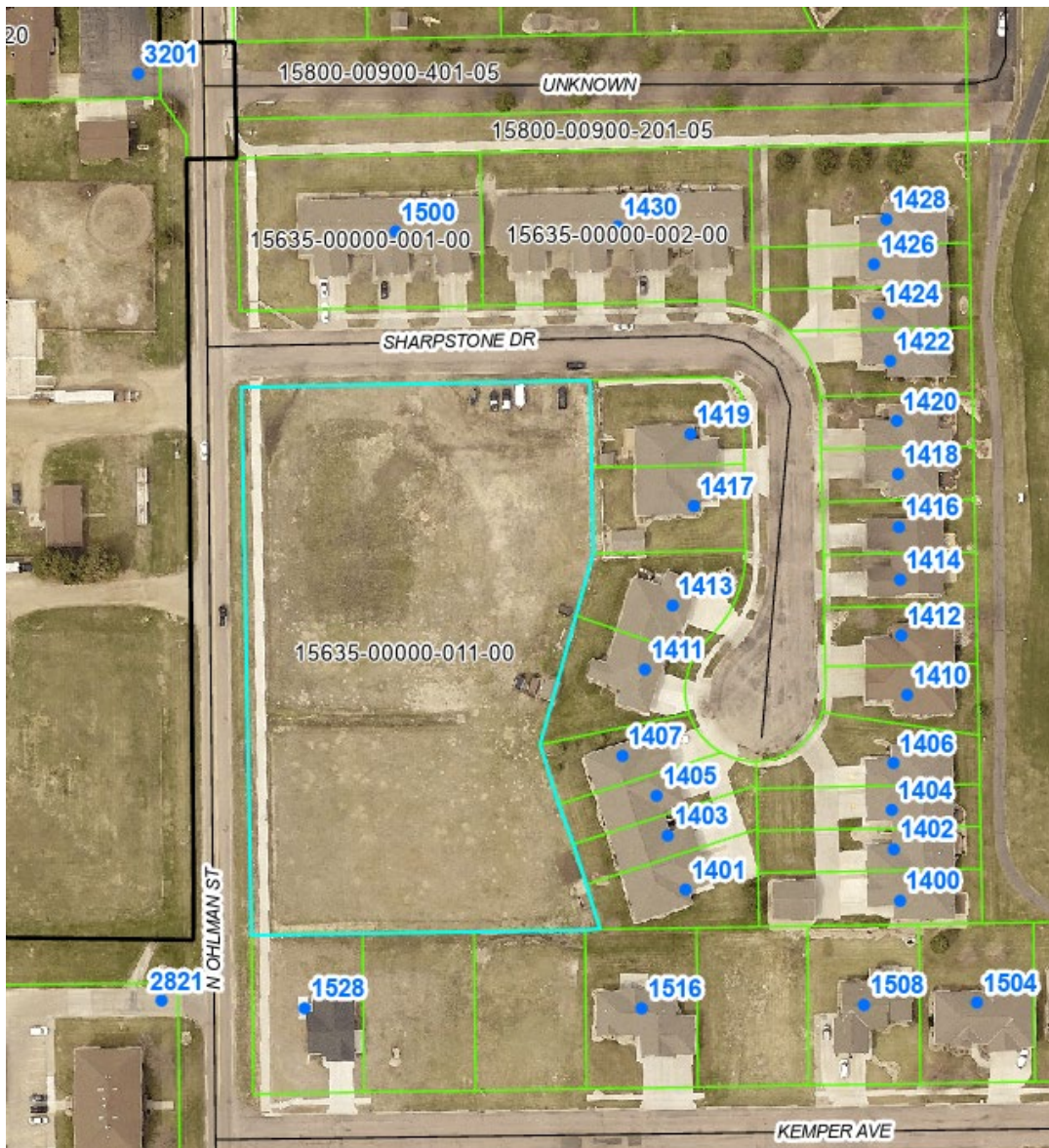
STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

On this 5th day of June, 2023, before me, the undersigned officer, personally appeared Robert B. Everson, Jr. and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, a South Dakota municipal corporation, and that in their official capacities, being authorized to do so, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public – South Dakota
My Commission Expires:_____

(seal)



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-38, Plat of Lot B of M. and S. Miiller's First Addition, a subdivision of the NE 1/4 of the NW 1/4 of Section 32, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot B of M. and S. Miiller's First Addition, a subdivision of the NE 1/4 of the NW 1/4 of Section 32, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Darwin Miiller. Planning Commission motioned to approve; 5-0, with 2 absent. Motion carried. See Planning Commission Unsigned Minutes 5-22-23.		

RESOLUTION #R2023-38

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 22nd day of May, 2023; and

WHEREAS, it appears from an examination of the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE ¼ OF NW ¼ OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE ¼ OF NW ¼ OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M, DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 5th day of June, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



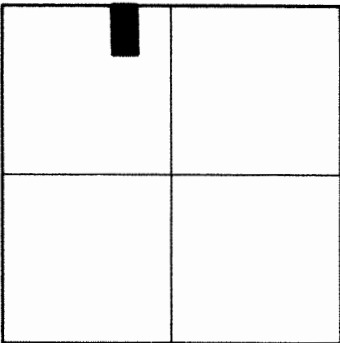
1 Inch = 200 Feet

- LEGEND**
- = FOUND IRON MONUMENT
 - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
 - 100' (P) = PLATTED BEARING OR DISTANCE
 - 100' = MEASURED BEARING OR DISTANCE
 - = SET NAIL
 - △ = SET SURVEY SPIKE
 - 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
 - = FOUND NAIL
 - ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
 - ◆ = FOUND POLE BARN NAIL
 - WM = WITNESS MONUMENT

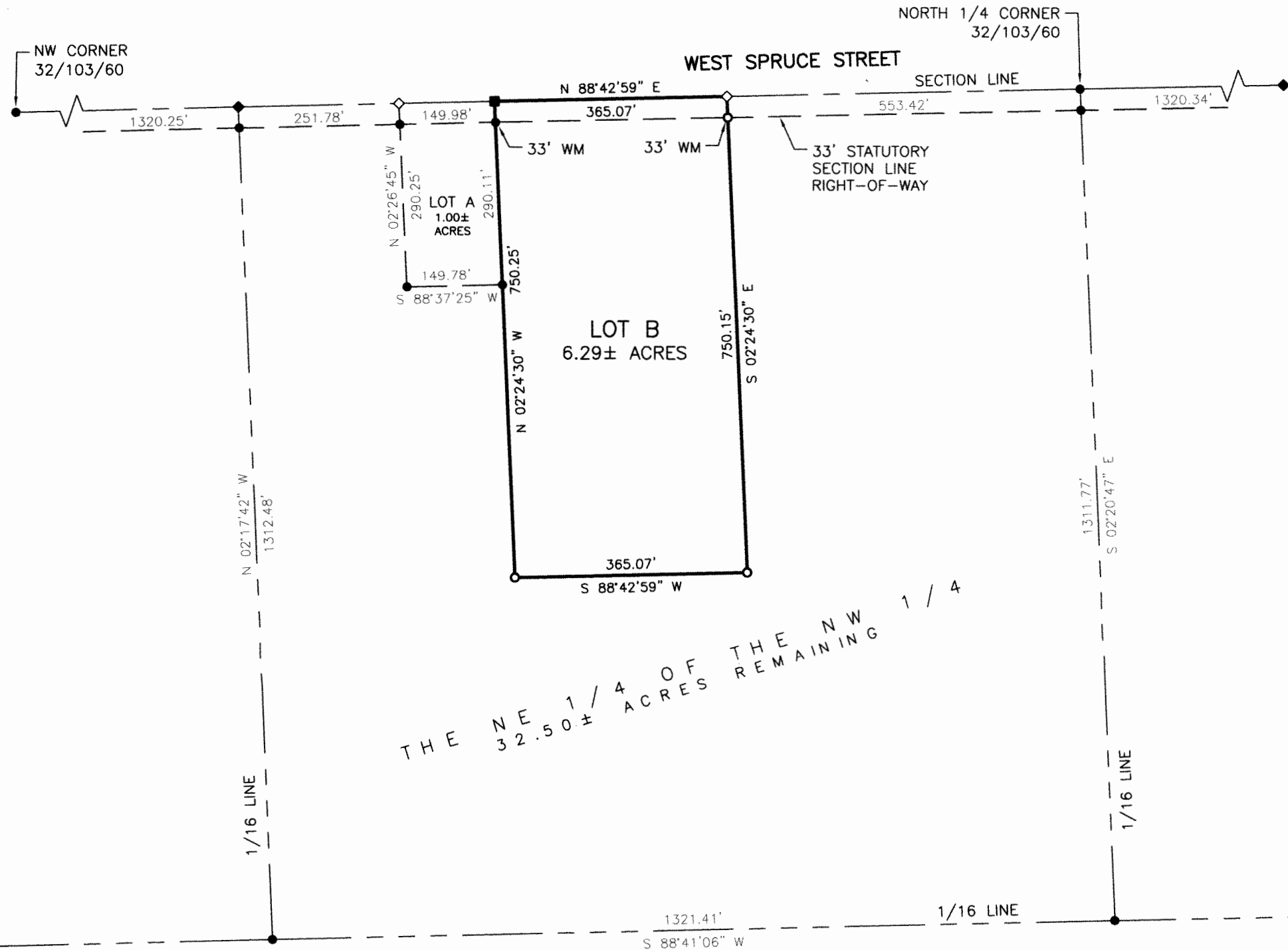
PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

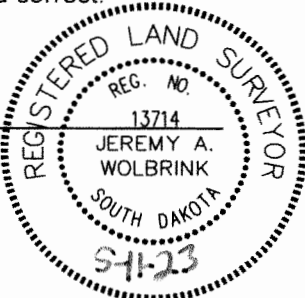
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of Darwin J. Miiller, Shirley A. Hendrix and Cheryl F. Miiller, as owners, and under their direction for purposes indicated therein, I did on or prior to April 28, 2023, survey those parcels of land described as follows: LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 11TH day of MAY, 2023.

Registered Land Surveyor #SD13714



SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, do hereby certify that we are the absolute and unqualified owners of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in THE NE 1/4 OF OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at our request and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and we hereby dedicate to the public, for public use forever as such, the streets, if any, as shown or described on said plat; and that development of the land included within the boundaries of said Lot B shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

Darwin J. Miiller

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

On this, the _____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared Darwin J. Miiller, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

Shirley A. Hendrix

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

On this, the _____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared Shirley A. Hendrix, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

Cheryl F. Miiller

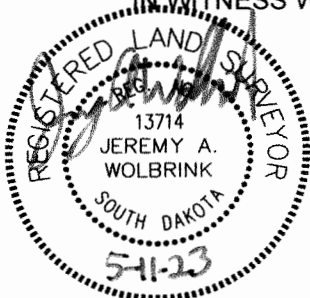
By _____
Darwin J. Miiller, Attorney-in-Fact
(pursuant to Durable Power of Attorney and Living Will
Recorded February 21, 2023, in Book MR 83, Page 57 thereof)

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

On this, the _____ day of _____, 2020, before me, _____, the undersigned officer, personally appeared Darwin J. Miiller, known to me or satisfactorily proven to be the person who is described in and whose name is subscribed to the within instrument as the Attorney-in-Fact of Cheryl F. Miiller, and acknowledged to me that he subscribed the name of Cheryl F. Miiller thereto as principal and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____



A PLAT OF LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2023.

Chairperson/Vice-Chairperson of Mitchell City Planning Commission

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2023; and

WHEREAS, it appears from an examination of the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2023.

Finance Officer/Deputy Finance Officer of City of Mitchell

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

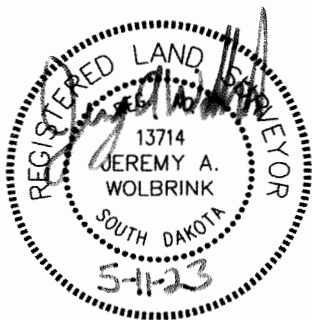
The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2023.

Chairperson/Vice-Chairperson of Davison County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOT B OF M. AND S. MILLER'S FIRST ADDITION, A SUBDIVISION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Chairperson/Vice-Chairperson, Board of County Commissioners of Davison County



SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

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CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-39, Plat of Lot 1, Block 5 of Circle K Ranch Second Addition, a subdivision of the South 1/2 of the NE 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M, Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot 1, Block 5 of Circle K Ranch Second Addition, a subdivision of the South 1/2 of the NE 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M, Davison County, South Dakota; as requested by 4K Land Group LLC. Planning Commission motioned to approve; 5-0, with 2 absent. Motion carried. See Planning Commission Unsigned Minutes 5-22-23.		

RESOLUTION #R2023-39

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 22nd day of May, 2023; and

WHEREAS, it appears from an examination of the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH ½ OF THE NE ¼ OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH ½ OF THE NE ¼ OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M, DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 5th day of June, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

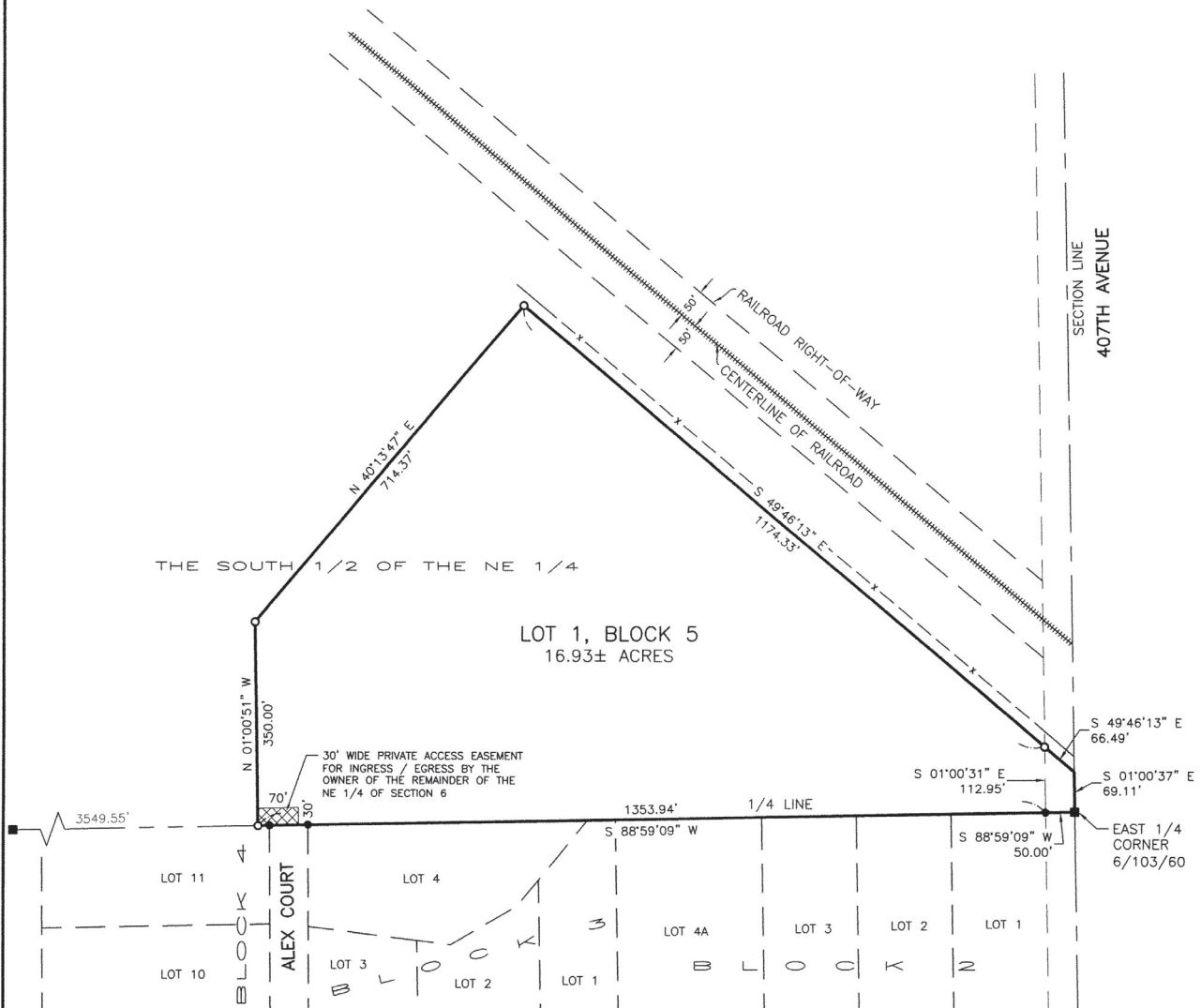


- = FOUND IRON MONUMENT
- = SET 5/8" x 18" REBAR WITH PLASTIC CAP NO. 13714
- (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A
SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N,
R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the owners as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under their direction for purposes indicated therein, I did on or prior to May 8, 2023, survey those parcels of land described as follows: LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 11TH day of MAY, 2023.

Registered Land Surveyor #SD13714



SPN

& Associates
Engineers, Planners and Surveyors
 2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
 Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that Kleve A. Klingaman and Tonya Klingaman hereby certify that they are members of 4K Land Group LLC, a South Dakota limited liability company, and that said LLC is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at our request, and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and we hereby dedicate to the public, for public use forever as such, the streets, if any, as shown and marked on said plat; the 30' wide private access easement for ingress and egress as shown, is to be utilized only by the owner of the remainder of the NE 1/4 of Section 6 lying South and West of the Railroad right-of-way; and that development of the land included within the boundaries of said Lot 1, Block 5 shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists 407th Avenue and Alex Court. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2023.

Kleve A. Klingaman, as a Member of 4K Land Group LLC,
a South Dakota Limited Liability Company

Tonya Klingaman, as a Member of 4K Land Group LLC,
a South Dakota Limited Liability Company

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared Kleve A. Klingaman and Tonya Klingaman, as a Members of 4K Land Group LLC, a South Dakota Limited Liability Company, and that they, as such Members, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by themselves as Members.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2023.

Chairperson/Vice-Chairperson of Mitchell City Planning Commission

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2023; and

WHEREAS, it appears from an examination of the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2023.

Finance Officer/Deputy Finance Officer of City of Mitchell



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A PLAT OF LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2023.

Chairperson/Vice-Chairperson of Davison County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this _____ day of _____, 2023.

Chairperson/Vice-Chairperson, Board of County Commissioners of Davison County

AUDITOR'S CERTIFICATE

I do hereby certify that the above resolution was adopted by the Board of County Commissioners of Davison County, South Dakota, at a regular meeting held on _____, 2023, approving the above named plat.

Auditor/Deputy Auditor of Davison County

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing approach(es) is hereby approved. Any change in the location of the existing approach(es) shall require additional approval.

By: _____
Highway Authority

Title: _____

Date: _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Treasurer/Deputy Treasurer of Davison County

Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOT 1, BLOCK 5 OF CIRCLE K RANCH SECOND ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

Director of Equalization/Deputy Director of Equalization of Davison County

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2023, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

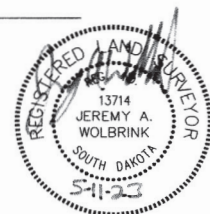
By _____
Deputy

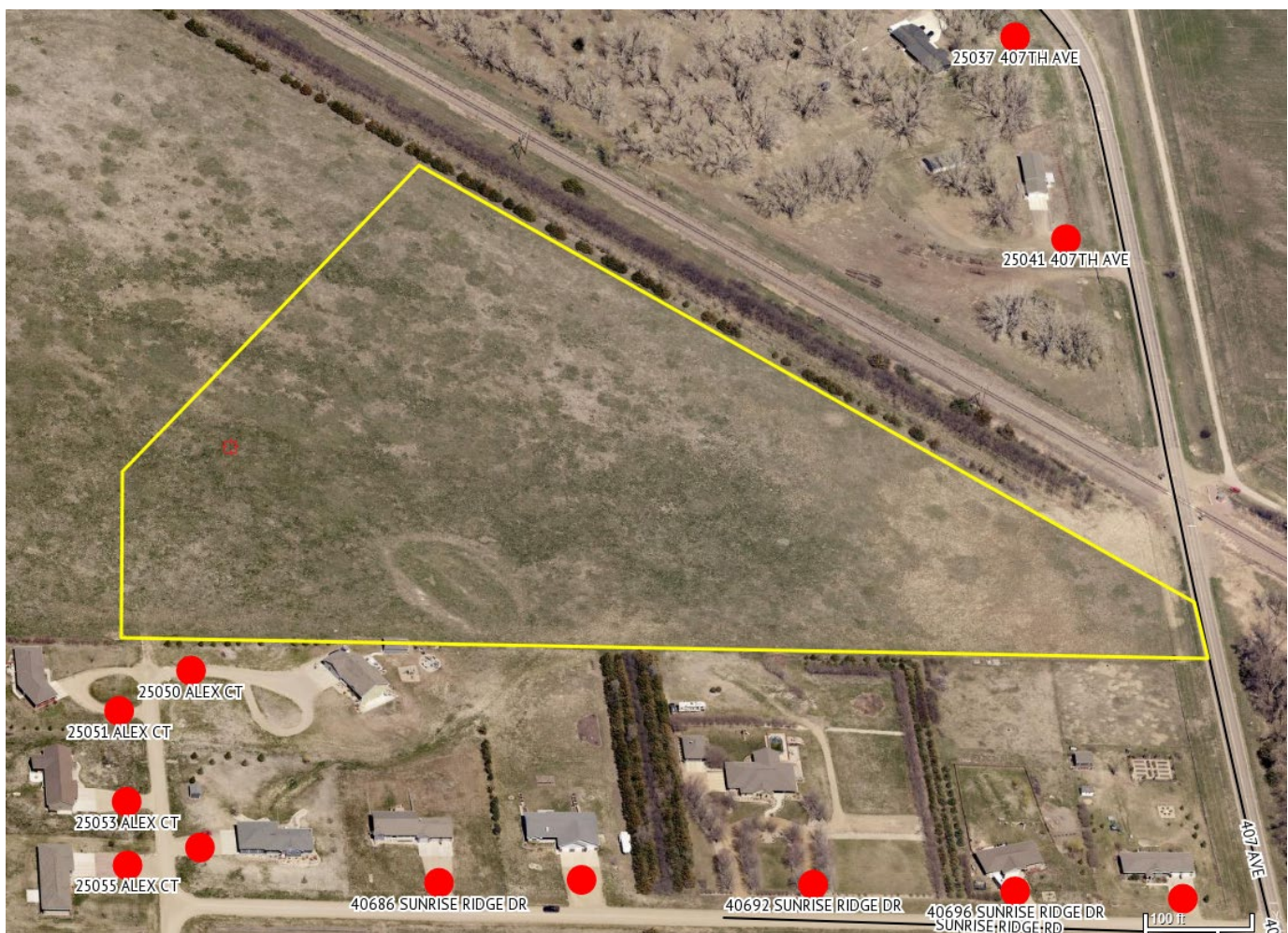
SPN

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CITY OF MITCHELL

City Council Meeting
Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-40, Plat of Lot 2-AB of Circle K Ranch Third Addition, a subdivision of Government Lots 3, 4 and 5, the SE 1/4 of the NW 1/4, and the West 1/2 of the NE 1/4, all in Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot 2-AB of Circle K Ranch Third Addition, a subdivision of Government Lots 3, 4 and 5, the SE 1/4 of the NW 1/4, and the West 1/2 of the NE 1/4, all in Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by 4K Land Group LLC and Darren Reasy. Planning Commission motioned to approve; 5-0, with 2 absent. Motion carried. See Planning Commission Unsigned Minutes 5-22-23.		

RESOLUTION #R2023-40

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 22nd day of May, 2023; and

WHEREAS, it appears from an examination of the plat of LOT 2-AB OF CIRCLE K RANCH THIRD ADDITION, A SUBDIVISION OF GOVERNMENT LOTS 3, 4 AND 5 IN THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ AND THE WEST $\frac{1}{2}$ OF THE NE $\frac{1}{4}$, ALL IN SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOT 2-AB OF CIRCLE K RANCH THIRD ADDITION, A SUBDIVISION OF GOVERNMENT LOTS 3, 4 AND 5 IN THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ AND THE WEST $\frac{1}{2}$ OF THE NE $\frac{1}{4}$, ALL IN SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 5th day of June, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR

REG. NO.
13714

JEREMY A.
WOLBRINK

SOUTH DAKOTA

511-23

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2023.

Stephanie Reasy, owner of record of previously platted
Lot 2-A of Circle K Ranch Third Addition

On this, the _____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared Darren Reasy and Stephanie Reasey, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2023.

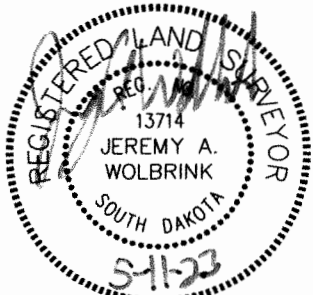
Chairperson/Vice-Chairperson of Mitchell City Planning Commission

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2023.

Finance Officer/Deputy Finance Officer of City of Mitchell

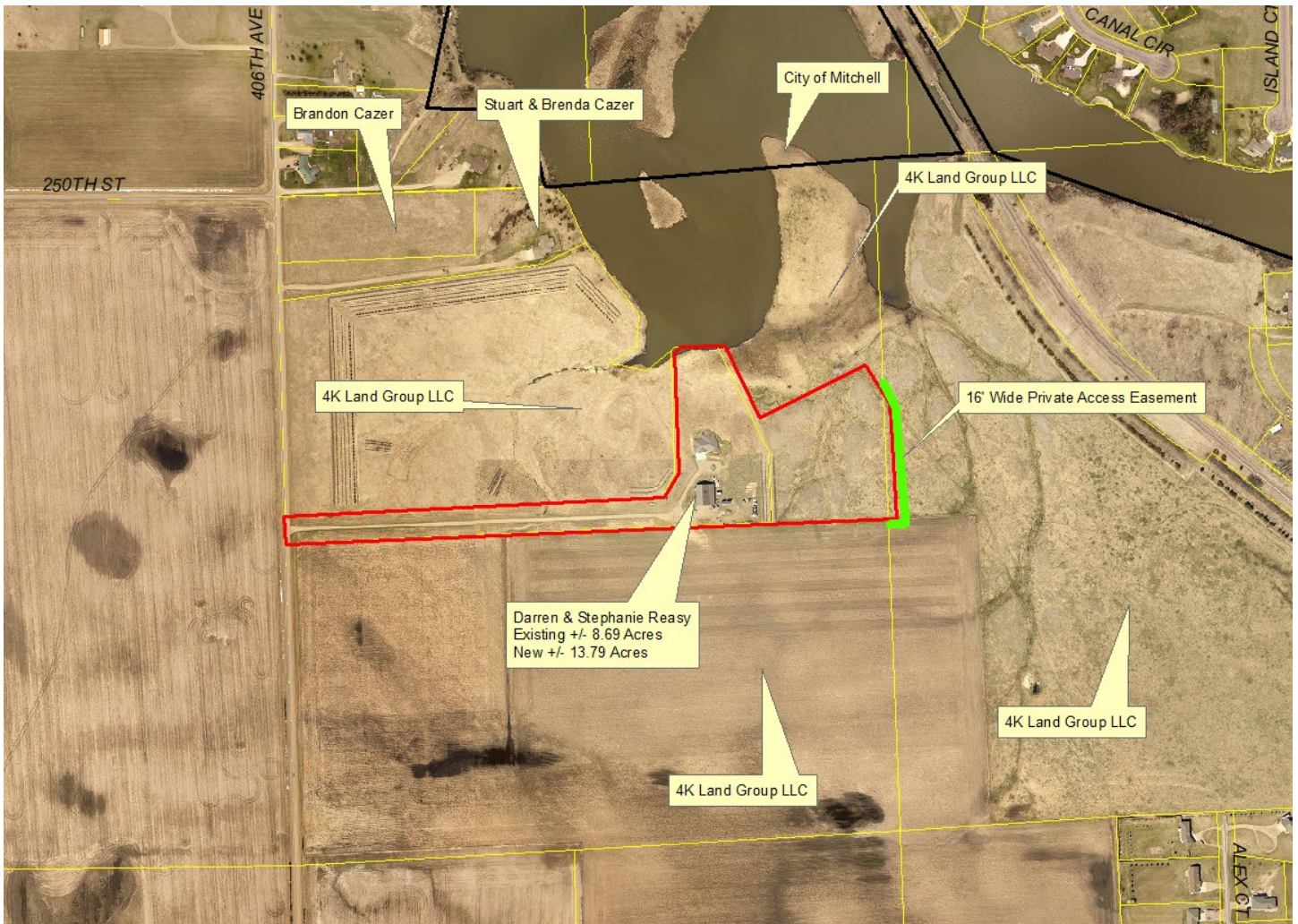
The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2023.

Chairperson/Vice-Chairperson of Davison County Planning Commission



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CITY OF MITCHELL

City Council Meeting Agenda Item Request



The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	June 5, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-41, Plat of Tract 1 of Charles & Diana, Land & Cattle Addition, in the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 1 of Charles & Diana, Land & Cattle Addition, in the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by 4K Land Group LLC. Planning Commission motioned to approve the amended plat; 5-0, with 2 absent. Motion carried. See Planning Commission Unsigned Minutes 5-22-23.		

RESOLUTION #R2023-41

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 22nd day of May, 2023; and

WHEREAS, it appears from an examination of the plat of TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 6, T03 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE ¼ AND THE SE ¼ OF THE SW ¼ OF SECTION 6, T03 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 5th day of June, 2023.

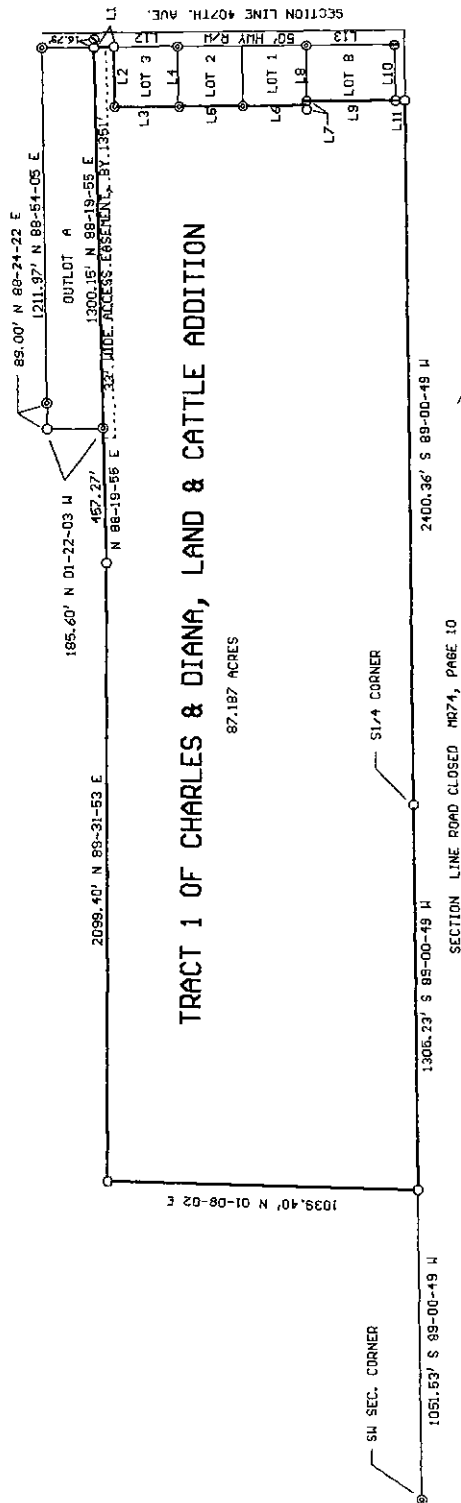
MAYOR

ATTEST:

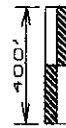
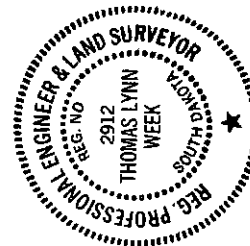
FINANCE OFFICER

{SEAL}

PLAT OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4
AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M.,
DAVISON COUNTY, SOUTH DAKOTA.

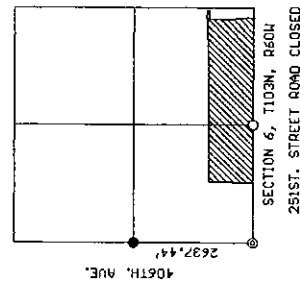
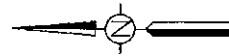


- L1 = 66.00' S 01-00-53 E
- L2 = 202.98' S 88-23-40 W
- L3 = 214.34' S 01-01-11 E
- L4 = 203.01' N 88-32-00 E
- L5 = 214.27' S 00-57-29 E
- L6 = 214.18' S 01-05-56 E
- L7 = 13.06' N 88-09-02 E
- L8 = 189.74' N 88-03-53 E
- L9 = 296.80' S 00-58-53 E
- L10 = 193.97' N 88-59-45 E
- L11 = 32.93' S 00-58-55 E
- L12 = 214.83' S 01-01-41 E
- L13 = 296.67' S 01-01-31 E



SCALE :

- SET 5/8" REBAR WITH CAP
- STAMPED TOM WEEK LS 2912
- ⊗ FOUND LARGE SPIKE
- ⊗ FOUND REBAR WITH CAP
- ⊗ FOUND REBAR
- ⊗ FOUND PIPE



SHEET 1 OF 4

PLAT OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNER, MADE A SURVEY OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 21ST. DAY OF MAY, 2023.

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

I, TONYA KLINGAMAN, AS MEMBER OF THE 4K LAND GROUP LLC, DATED MARCH 27TH, 2023, DO HEREBY CERTIFY THAT 4K LAND GROUP LLC, DATED MARCH 27, 2023, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF THE ABOVE DESCRIBED REAL PROPERTY: TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

THAT THE ABOVE SURVEY AND PLAT WAS MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF CHARLES AND DIANA, LAND AND CATTLE ADDITION, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. THERE DOES EXIST HIGHWAY RIGHT OF WAY ALONG THE EAST SIDE OF THIS ADDITION. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

THERE IS AN EXISTING ROAD EASEMENT THAT LIES ON THE SOUTH SIDE OF OUTLOT A, THERE IS NO GIVEN WIDTH IN THAT AGREEMENT EASEMENT (MR83, PAGE 145) SO THIS PLAT DEFINES THE WIDTH TO BE 33 FEET, WHICH IS THE SOUTH SIDE OF THE EXISTING ROADWAY. THIS PLAT EXTENDS THE EXISTING EASEMENT 34 FEET TO THE WEST OF OUTLOT A. THIS EXTENSION DOES NOT AFFECT THE MAINTENANCE AGREEMENT WITH THE OWNER OF OUTLOT A.

DATED THIS ____ DAY OF _____,

TONYA KLINGAMAN, MEMBER

STATE OF _____
COUNTY OF _____

ON THIS ____ DAY OF _____, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED TONYA KLINGAMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED, AND FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HERETO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE DAVISON COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR DAVISON COUNTY, AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA IS RECOMMENDED.

THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____.

CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNERS THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA AND HAVE SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR/DEPUTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, ON THIS _____ DAY OF _____.

COUNTY AUDITOR/DEPUTY AUDITOR

CHAIRMAN/VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION; NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____.

CITY PLANNING COMMISSION BY: _____

PLAT OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, ____; AND WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY THOMAS LYNN WEEK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 1 OF CHARLES & DIANA, LAND & CATTLE ADDITION, IN THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 6, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH HEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE ____ DAY OF _____.

FINANCE OFFICER BY: _____

CERTIFICATE OF STREET AUTHORITY

THERE EXISTS AN APPROACH TO TRACT 1 FROM 407TH. AVE., ANY FURTHER ACCESS WILL REQUIRE ADDITIONAL APPROVAL.

THIS ____ DAY OF _____, _____
COUNTY AUTHORITY

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS ____ DAY OF _____.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER/DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS ____ DAY OF _____.

TREASURER/DEPUTY TREASURER, DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS ____ DAY OF _____, ____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY: TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
1-605-665-8333

