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

1. **Mayor Bob Everson to Issue Oath of Office to City Council Members-Tim Goldammer, John Doescher, Mike Bathke, Susan Tjarks**
2. **6:00 PM Call to Order**
3. **Pledge Of Allegiance**
4. **Invocation: River Tree Wesleyan**
5. **Roll Call**
6. **Election of Officers**
   A. President of City Council

   B. Vice-President of City Council
7. **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. Mayoral appointments to boards & committees:

   - **Chamber of Commerce, Liaison - Mike Bathke**
   - **Community Services Board ,Liaison- John Doescher**
   - **Corn Palace Events & Entertainment Board, Board Member- Jeff Smith**
   - **Golf & Cemetery Board, Ex Officio- Tim Goldammer**
   - **Housing & Redevelopment Authority, Liaison- John Doescher**
   - **Library Board of Trustees, Board Member- Susan Tjarks**
   - **Mitchell Area Development Corporation, Liaison- Jeff Smith**
   - **Mitchell Main Street & Beyond, Liaison- Dan Sabers**
   - **Park & Recreation Board, Liaison- Susan Tjarks**
   - **Planning Commission, Ex Officio- John Doescher**
   - **Sports & Events Authority Committee, Committee Member- Kevin McCardle**

   D. Raffle Permits

   E. Declare Item Suplus to be Sold on Purple Wave-Golf/Cemetery

   F. Change Order #1 for 200-400 Blocks of East 10th Utility Upgrade Project #2022-2

G. **Set Date of July 17, 2023 for Hearing and Action on the application of the VFW Post #2750 for a Special Event Liquor License located at the Horseman Sports Arena for August 11-12, 2023 for the Shoot-Out by the Lake**

H. **Pay Estimates**

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

8. **Motion To Approve, Request Public Comment, Roll Call**

9. **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.

10. **Action to Approve Resolution #R2023-53, A Resolution Declaring Necessity and Expediency for Issuance of Revenue Bonds, Calling an Election Therefore and Hiring Professionals in Connection Therewith**

11. **Reconsider Action to Award Bid for Golf Course Improvements Project #2023-2 pursuant to Mayoral Veto**

12. **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 Jodi Hofer-Conditional Use Permit**

       Jodi Hofer has applied for a conditional use permit to operate a Family Residential Daycare; located at 314 E 10th Ave, legally described as Lot 10, Block 8, D A Scotts First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

    B. **Hearing and Action on an Application for Jennifer Gerfen-Conditional Use Permit**

       Jennifer Gerfen has applied for a conditional use permit to operate a Family Residential Daycare; located at 1026 N Langdon St, legally described as West 81' of Lot 5, Block 4 of DA Scotts Second Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

    C. **Hearing and Action on an Application for Bailey Week-Conditional Use Permit**

       Bailey Week has applied for a conditional use permit to operate a Family Residential Daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

    D. **Hearing and Action on an Application for Aaron Pemrick-Variance Permit**

       Aaron Pemrick has applied for a variance permit for a setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition; located at 209 E 7th Ave, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property

is zoned NS Neighborhood Shopping District.

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

14. **Hearing and Action on the Application of the Exchange Club of Mitchell for a Special Event Malt Beverage & SD Farm Wine License located at Cadwell Park for August 2 thru August 13, 2023 for the State Amateur Baseball Tournament**

15. **Action to Award Curbtender off Sourcewell Contract Project #2023-30**

16. **Action to Approve Special Event Permit for Shoot-Out By The Lake on Friday, August 11 and Saturday, August 12, 2023**

17. **Action to Approve Agreement #A2023-24, GeoComm Dispatch Map Software Contract**

18. **Action to Approve Resolution #R2023-50, A Resolution in Support of an Application for Financial Assistance to the South Dakota Housing & Development Authority by Mitchell Area Housing Inc, for the Ridgeview on Foster Housing Project**

19. **Action to Approve Resolution #R2023-51, Plat of Lot A-2, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota**

20. **Hearing and First Reading on Ordinance #O2023-05, Amending South Point Village Planned Development District**

21. **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.

WORK SESSION OF THE CITY COUNCIL
MITCHELL, SOUTH DAKOTA

June 20, 2023
5:15 P.M.

PRESENT: Mayor Bob Everson, Dan Allen, Marty Barington, John Doescher, Steve Rice, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Council President Kevin McCardle

PRESENTATION:

The City Council met June 20, 2023 for a work session in the Council Chambers of City Hall. Barr Engineering presented information regarding previous and future alum treatments on Lake Mitchell.

ADJOURN:

There being no further business to come before the meeting, Council President McCardle adjourned the work session at 5:56 p.m.

Michelle Bathke
Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

06-20-23

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

June 20, 2023
6:00 P.M.

PRESENT: Dan Allen, Marty Barington, John Doescher, Kevin McCardle, Steve Rice, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Mayor Bob Everson

AGENDA:

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

a. City Council Minutes
   1. City Council June 5, 2023,
   2. Special City Council June 12, 2023, and
   3. Work Session June 12, 2023.
b. Committee Reports
   1. Planning Commission May 22, 2023 and
   2. Planning Commission June 12, 2023 (unsigned).
c. Department Reports
   1. Sales Tax Collections (May),
   2. Finance (May),
   3. Building Permits (May),
   4. Police (May),
   5. Fire/EMS (May),
   6. Code Enforcement (May),
   7. Palace Transit (April/May),
   8. Water (May), and
   9. Airport (May).
d. Automatic Supplements
   1. General Fund-Library in the amount of $15,000.00 from grant funds.
e. Declare items surplus to be sold on Purple Wave-Palace Transit.
f. Declare items surplus to be sold on Purple Wave or disposed of as noted.
g. Special Event Permit for Corn Palace Stampede Rodeo Parade on Saturday, July 15, 2023.
h. Special Event Permit for South Dakota Professional Towing Association Tow Show on Saturday, September 9, 2023.
i. Special Event Permit for The 437 Project on Saturday, September 23, 2023.

j. Special Event Permit for VFW Post 2750 Chili Cook-Off on Saturday, October 14, 2023.
k. Fireworks Permit request for Lew's Fireworks 4th of July display.
l. Volunteer Boards
   1. Reappoint Jeff McEntee to the Golf & Cemetery Board for a term of July 1, 2023-June 30, 2026,
   2. Reappoint Tom Young to the Golf & Cemetery Board for a term of July 1, 2023-June 30, 2026,
   3. Reappoint Luke Norden to the Park & Recreation Board for a term of July 1, 2023-June 30, 2026,
   4. Reappoint Pat Skinner to the Park & Recreation Board for a term of July 1, 2023-June 30, 2026, and
   5. Reappoint Jon Osterloo to the Planning Commission for a term of July 1, 2023-June 30, 2026.
m. Purchase of a drum mulcher for Forestry Division off of the Sourcewell Contract.
n. Authorization to purchase BAF & Transfer Switch for $48,754.00.
o. Application for a Bureau of Reclamation WaterSmart Grant.
p. Set date of 3;00 p.m. on July 10, 2023 for bid opening for Firesteel Creek Ducks Unlimited Project #2023-26 at Ducks Unlimited in Grand Island, Nebraska.
q. Set date for hearing on the application of the Exchange Club of Mitchell for a Special Event Malt Beverage & SD Farm Wine License at Cadwell Park for August 2-13, 2023 for the State Amateur Baseball Tournament.
r. Pay Estimates June 20, 2023
   Pay Estimate #1 in the amount of $5,243.50 for Above Ground Pump Station #2020-20 contracted to GeoTek Engineering,
   Pay Estimate #1 in the amount of $649,264.43 for Above Ground Pump Station #2020-20 contracted to Rice Lake West,
   Pay Estimate #5 in the amount of $20,575.70 for Livesay Lane Utilities #2021-25 contracted to Infrastructure Design Group,
   Pay Estimate #9 in the amount of $170.00 for Recycling Building #2021-30 contracted to Helms & Associates,
   Pay Estimate #12 in the amount of $877,967.00 for North Wastewater Improvements #2021-31 contracted to PKG Contracting,
   Pay Estimate #8 in the amount of $1,000.00 for Fuel Storage Tank Replacement #2021-51 contracted to West Plains Engineering,
   Pay Estimate #3 in the amount of $67,412.51 for 200-400 Blocks of East 10th #2022-02 contracted to First Rate Excavating,
   Pay Estimate #3 in the amount of $1,497.50 for Gun Range #2023-01 contracted to Civil Design,
   Pay Estimate #1-Final in the amount of $6,000.00 for Airport Tracking System #2023-25 contracted to Virtower, and
   Pay Estimate #25 in the amount of $13,018.70 for AIP '28 Airport ALP/Master Plan contracted to Helms & Associates.
s. 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 MAY 28, 2023 – JUNE 10, 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 $14,574.12, Human Resources $3,975.10, Municipal Building $3,470.32, Information Technology $3,015.51, Police $73,509.48, Traffic $4,813.58, Fire $37,330.84, Street $31,423.00, Public Works $21,890.00, Cemetery $7,036.84, Library $17,541.12, Recreation & Aquatics $23,365.71, Recreation Center $14,356.94, Sports Complexes $18,800.16, Cadwell Concessions-$830.09, Parks $23,647.99, Supervision $6,081.69, E911 $23,995.30, MVP $536.26, Palace Transit $28,434.96, JVCC $1,584.55, Nutrition $4,190.58, Water Distribution $16,896.78, Sewer $12,409.24, Airport $2,868.48, Recycling Program $7,837.88, Waste Collection $6,451.66, Landfill $10,197.75, Corn Palace $32,000.64, Golf Course $9,899.02, Campground $1,228.80, Emergency Medical Services $33,934.88

NEW HIRES:

CADWELL CONCESSIONS: Matthew Johnson-$11.30

CORN PALACE: Landon Bollinger-$11.30, Rubiany Ferreira-Escalera-$10.80, Brennen Penne-$11.30, Brayden Reindl-$11.30, Reed Renken-$13.30, Tyson Sabers-$11.30, Gavin Soukup-$11.30, Markus Talley-$11.30, Eva Vaughan-$11.30

EMS: Mark White-$24.738

FIRE: Joel Reiter-$19.616

PARKS: Tyra Hill-$12.30, Ashlynn Pollreisz-$10.80, Jared Roth-$12.30, Michael Wantoch-$12.30, Jeren Zens-$12.30

RECREATION & AQUATICS: Macy Allhiser-$10.80, Ciara Blake-$11.30, Jordyn Cranny-$10.80, Raeana Eggert-$12.80, Hope Flippen-$11.80, Elise Foster-$10.80, Hannah Hetland-$13.30, Olivia Huber-$11.80, Keirstyn Krcil-$11.30, Nancy Leach-$14.80, Bruce Mastel-$14.80, Lori Schmidt-$14.80, Sarah Sebert-$11.30, Mariyha Turner-$12.80, Kent Van Overschelde-$14.80, Lisa Vermeulen-$11.80, Ella Ziegeldorf-$12.80

RECREATION CENTER: Lydia Brink-$13.00, Erika Clark-$13.80, Sophia Huber-$12.80, Avrie London-$12.80, Robert McCardle-$12.80, Keean Mimmack-$12.80, Emma Plamp-$12.80, Mikayla Ratigan-$12.80,

SPORTS COMPLEXES: Brady Hawkins-$12.30

WATER DISTRIBUTION: Dick Figland-$16.30

SALARY ADJUSTMENTS:

E-911: Kathleen Brink-$29.464

FINANCE: Jerilyn Mickelson-$20.558

FIRE: Chad Cody-$28.431, Zachary Dalrymple-$28.786, Luke Ruml-$24.228

POLICE: Bradley Buysse-$38.142

PUBLIC WORKS: Debra Hanson-Sudbeck-$28.028

TERMINATIONS:

CORN PALACE: Nicholas Jarman, Gage Renken

WARRANTS: A-Ox Welding Supply, Supplies-$171.95; AAA Collections, Fees-$327.77; Accounts Management, Garnishment-$372.23; AFSCME Council 65, Union Dues-$604.80; Amazon Capital Services, Supplies-$291.86; American Garage Door, Supplies-$216.00; Aqua-Pure, Supplies-$1,125.00; Aramark, Mat Cleaning-$119.16; Arctic Refrigeration, Repairs-$81.49; AT&T Mobility, Utilities-$524.19; ATV Holdings, LLC dba Mitchell Telecom, Utilities-$2,801.03; Avera Occupational Medicine, Physicals-$1,799.00; Avera Queen of Peace Hospital, Supplies-$87.87; B-Y Water District, Utilities-$95,309.51; Baker & Taylor, Books-$109.94; Big Daddy D's, Contract Services-$3,744.03; Blackburn Manufacturing, Supplies-$233.80; Boyer Ford Trucks, Supplies-$841.29; Brenda Bohn, Election Worker-$250.00; Buckin' Wild Ranch, Sports Authority Promotion-$600.00; Builders First Source, Supplies-$1,370.00; Butler Machinery, Supplies-$728.89; C&B Operations, Supplies-$493.21; Cadwell Sanford Deibert & Garry, Professional Service-$72.00; Carquest Auto Parts, Supplies-$153.25; Central Electric, Utilities-$11,413.00; Century Link, Utilities-$58.48; CHS Farmers Alliance, Supplies-$8,637.61; City of Mitchell, Utilities-$44,592.02; City of Mitchell, Utilities-$511.50; Civil Design, 2023-1 P.E. #3-$1,497.50; CK Bicycles & Locks, Supplies-$42.50; Clubhouse Hotel & Suites, Travel-$521.16; Coborns, Contract Services-$656.25; Core & Main, Supplies-$13,530.86; Core-Mark Midcontinent, Supplies-$16,313.71; Corn Palace, Supplies-$322.00; Corporate Translation Service, Translation Service-$77.01; County Fair, Contract Services-$1,328.25; Culligan Water, Rental-$52.00; Cummins Sales & Service, Equipment-$699.96; Dakota Pump, Excise Tax-$2,167.68; Dakota Supply Group, Supplies-$406.94; Dan London, Reimbursement-$33.00; Daniel Fechner, Reimbursement-$151.89; Darrington Water Conditioning, Rental-$105.85; Davison County Register of Deeds, Easement-$60.00; Davison Rural Water Systems, Utilities-$96.70; Deann Schmidt, Election Worker-$250.00; Deb Toomey, Election Worker-$250.00; Department of Agriculture, Solid Waste-$3,109.31; Department of Motor Vehicle, 2024 Trailer Plate, Title, and Registration-$26.70; Department of Social Services, Child Support-$921.22; Dice Benefits Consulting, Consulting Fee-$507.00; Dick's Towing, Towing Fee-$230.00; Dimock Dairy, Supplies-$267.00; Direct Digital Control, Repair-$202.50; Dogpoopbags, Supplies-$46.62; Donald Roti, Election Worker-$250.00; Doug's Custom Paint & Body, Supplies-$132.38; Environmental Equipment & Services, Supplies-$1,522.56; Eric Hieb, Contract Services-$1,173.24; Fastenal, Supplies-$107.12; Ferguson Waterworks #2516, Supplies-$2,326.02; First Rate Excavate, 2022-2 P.E. #3-$67,412.51; Fisher Scientific, Supplies-$829.31; Forum Communications, Advertising-$1,465.00; Frank Welding, Repair-$110.00; Galls, Supplies-$720.90; Gaylen's Gourmet Popcorn, Supplies-$1,490.40;

Geotek Engineering & Testing, 2020-20 P.E. #1-$5,243.50; Gloria Montgomery, Election Worker-$250.00; Government Finance Officer, Membership-$190.00; Grainger, Supplies-$81.73; Great Western Tire, Supplies-$1,554.56; Greg Docter, Hydrant Deposit Refund-$2,000.00; Hank Kor, Tree Program-$100.00; Harve's Sport Shop, Supplies-$219.99; Hawkins, Supplies-$13,072.17; Heartland Ag Systems, Maintenance-$24.31; Helms and Associates, 2021-30 P.E. #9-$13,188.70; Henry Schein, Supplies-$783.52; Hohn's Carpet Cleaning, Supplies-$260.00; Holly Fechner, Refund-$40.00; Honda of Mitchell, Supplies-$17.10; Howes Oil, Supplies-$21,182.67; Hydro Tech Service, Maintenance-$950.00; Ican, Advertising-$750.00; Infrastructure Design Group, 2021-25 P.E. #5-$20,575.70; Ingram Library Services, Books-$1,527.02; Innovative Office Solution, Supplies-$17.35; Interstate Office Products, Supplies-$525.41; Jabr Trucking, Police Tow-$145.00; James Montgomery, Election Worker-$250.00; James Valley Landscape Solutions, Supplies-$9,417.08; Janice Claussen, Trees Reimbursed-$200.00; Jason Tuttle, Reimbursement-$33.00; JCL Solutions, Supplies-$44.00; Jean Koehler, Election Worker-$250.00; Jeanette Jones, Election Worker-$250.00; Jeff Hurt, Reimbursement-$35.00; John Adamo, Bid District #3 Grant-Tuck Point-$2,394.06; Johnson Controls, Maintenance-$7,297.94; Jones Supplies, Supplies-$2,389.47; Kari Kirchmeyer, Election Worker-$250.00; Kathy Frank, Election Worker-$250.00; Kimball-Midwest, Supplies-$298.20; Krohmer Plumbing, Repair-$1,111.44; Lakeview Veterinary Clinic, Supplies-$1,042.95; Larry's I-90 Service, Repair-$188.68; Lawson Products, Supplies-$880.35; Lewis Family Drug, Supplies-$11.96; Liz Kitchens, Travel-$188.65; LTS Distributing, Supplies-$595.00; Ludens, New Trailer-$7,575.00; Lyla Jerke, Election Worker-$250.00; M & T Fire and Safety, Supplies-$1,640.67; Mac's – Huron, Supplies-$1,211.07; Make it Mine Designs, Supplies-$830.00; Mary Ellen Jepsen, Election Worker-$250.00; Mary Freeman, Election Worker-$50.00; Mary Overbay, Election Worker-$250.00; McLeod's Printing, Supplies-$338.50; Menard's, Supplies-$2,246.33; Michelle Bathke, Travel-$185.08; Microsoft Corporation, Online Service-$910.00; Midcontinent Communication, Utilities-$121.50; Midcontinent Communication, Advertising-$1,771.40; Midwest Fire & Safety, Inspection-$1,102.17; Midwest Laboratories, Labs-$373.00; Midwest Oil, Supplies-$806.75; Millennium Recycling, Single Stream Fee-$2,350.15; Minnesota Valley Testing, Contract-$3,943.50; Mitchell Concrete Product, Supplies-$213.60; Mitchell Convention & Visitors Bureau, June 2023 Funding-$20,800.00; Mitchell Iron & Supply, Supplies-$296.50; Mitchell Municipal Band, 2023 Allocation-$11,000.00; Mitchell School District, Utilities-$1,869.73; Mitchell United Way, United Way-$224.50; Motorola Solutions, Maintenance-$10,739.76; Mueller Lumber, Supplies-$292.61; Muth Electric, Supplies-$2,650.63; MW Mini Melts, Supplies-$2,112.00; N-Able Solutions, Supplies-$160.46; Northwest Pipe Fittings, Supplies-$984.96; Northwestern Energy, Utilities-$57,448.42; Online Computer Library Center, Cataloging Subscription-$378.95; Odeys, Supplies-$433.00; One Source The Background, Background Check-$769.00; Overtime, Contract Services-$2,334.00; Parkeon, Professional Service-$65.00; Patrick Marler, Travel-$156.00; Pepsi Cola, Supplies-$11,133.14; Peterbilt of Sioux Falls, Supplies-$1,020.89; Pictometry International, Supplies-$12,348.70; PKG Contracting, 2021-31 P.E. #12-$877,967.00; Porter Distributing, Supplies-$66.45; Premier Pest Control, Contract Services-$200.00; Prestige Flag, Supplies-$568.17; Public Health Laboratory, Lab Fees-$120.00; Qualified Presort, Postage-$324.32; Reel Sharp, Supplies-$1,089.50; Renee Michael, Election Worker-$250.00; Rice Lake West, 2020-20 P.E. #1-$649,264.43; Robin Dutt, Election Worker-$250.00; Roxi Brown, Election Worker-$50.00; Runnings Supply, Supplies-$1,472.31; S&M Printing, Supplies-$69.50; Saga Communications

of South Dakota, Advertising-$589.00; Sanitation Products, Supplies-$10,190.21; Santel Communications, Utilities-$106.16; Schoenfelder Portables, Rental-$320.00; Scott Supply, Supplies-$722.15; South Dakota Public Assurance Alliance, Additional Coverage-$2,254.44; South Dakota Retirement System, Retirement Contributions-$57,142.42; South Dakota Supplemental Retirement, Supplemental Retirement-$2,579.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-$1,258.50; Sherwin-Williams, Supplies-$175.29; Smart Apple Media, Books-$129.78; South Dakota 811, Professional Service-$326.55; Southeast South Dakota Tourism, Membership Dues-$265.00; Staples, Supplies-$42.62; Sturdevants Auto Value, Supplies-$2,145.19; Subway, Planning Meals-$39.95; Sun Gold Sports, Supplies-$209.00; The Dugout, Contract Services-$1,186.00; The Office Advantage, Supplies-$190.50; Thomson Reuters – West, Online Subscription-$800.80; Thune True Value & Appliance, Supplies-$767.02; Tim's Towing & Recovery, Tow-$45.00; TK Electric, Maintenance-$1,775.40; TMA Stores, Repair-$184.70; Two Way Solutions, Maintenance-$450.00; US Bank, Admin Charge-$660.00; Van Diest Supply, Supplies-$10,047.98; Verizon Wireless, Utilities-$754.97; Virtower, 2023-25 P.E. #1-Final-$6,000.00; Walmart/Capital One, Supplies-$437.15; Wanda Kobes, Election Worker-$250.00; West Plains Engineering, 2021-51 P.E. #8-$1,000.00; Wheelco Brake & Supply, Supplies-$676.09; White Cap, Supplies-$9,477.00; Wholesale Electronics, Supplies-$17.77; William Lutjen, Reimbursement-$36.16; Willow Lane Education, Books-$239.89; Foreman Charters, Buses-$43,102.00; Ellwein Brothers, Supplies-$948.00; Wageworks, Expense Posting-$10,449.30; Wellmark, Administration, Medical and Refunds-$182.611.06; US Bank, Lakeland-$58,843.75; US Bank, Community Project Bonds-$89,228.75; Ellwein Brothers, Supplies-$95.10; AFLAC, Aflac Withholding-$9,990.71; AFLAC Group, Critical Care-$460.78; City of Mitchell, Golf-$1,662.01; City of Mitchell, Rec Center-$1,188.20; Delta Dental plan of South Dakota, Dental Insurance-$15,281.91; Standard Insurance, Life Insurance-$2,426.80.

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

CITIZENS INPUT:

Mayor Everson recognized the 2023 MHS Girls Golf Team, who were state champions, and read a proclamation in honor of the team.

EXECUTIVE SESSION:

Moved by Rice, seconded by McCardle, to go into Executive Session as permitted by SDCL 1-25-2(3) Legal. Motion carried.

Mayor Everson declared the board out of executive session at 6:19 p.m. and the City Council to reconvene in regular session at 6:20 p.m.

BOARD OF ADJUSTMENT:

Moved by Rice, seconded by Allen, 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 P.M., City of Mitchell, Davison County, South Dakota. The property is zoned HB Highway Business District. The Planning Commission recommended approval of said application. Moved by Sabers, seconded by Tjarks, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of The Flower Shop LLC for a conditional use permit to operate a medical cannabis dispensary located at 100 North Main Street, legally described as Lot 7, Block 12, Original Plat of Town (now City) of Mitchell, Davison County, South Dakota. The property is zoned CB Central Business District. The Planning Commission recommended denial of said application. Moved by Rice, seconded by Allen, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Corn Palace Stampede Inc for a conditional use permit to operate rodeo grounds located on North Ohlman Street north of Industrial Road, legally described as Lot 1 in the South 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. The property is zoned PL Public Lands and Institutions District. The Planning Commission recommended approval of said application. Moved by Allen, seconded by Sabers, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Habitat for Humanity for a rear yard variance of 16' vs 25' and front yard variance of 18' vs 25' for construction of a house with a rear deck and front porch located at 505 South Langdon Street, legally described as Lot 81A of Overlook Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application. Moved by McCardle, seconded by Rice, to approve said application. Motion carried.

Moved by Tjarks, seconded by Rice, to set date for July 5, 2023 on the application of Jodi Hofer for a conditional use permit to operate a family residential daycare located at 314 East 10th Avenue, legally described as Lot 10, Block 8, DA Scott's First Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Barington, seconded by McCardle, to set date for July 5, 2023 on the application of Jennifer Gerfen for a conditional use permit to operate a family residential daycare located at 1026 North Langdon Street, legally described as the West 81' of Lot 5, Block 4, DA Scott's Second Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Smith, seconded by Tjarks, to set date for July 5, 2023 on the application of Bailey Week for a conditional use permit to operate a family residential daycare located at 308 South Mentzer Street, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Allen, seconded by McCardle, to set date for July 5, 2023 on the application of Aaron Pemrick for an alley variance of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition located at 209 East 7th Avenue, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

AWARD BIDS:

Bids were opened and read on Golf Course Improvements Project #2023-02 on the 31st day of May, 2023. Moved by Sabers, seconded by Allen, to award, as follows:

GOLF COURSE IMPROVEMENTS
PROJECT #2023-02

Duininck Inc., 408 6th Street, Prinsburg, MN 56281

Base Bid	$680,300.00
Alt #5	($10,000.00)
Total Bid	$670,300.00

Tjarks opposed. Motion carried.

Bids were opened and read on Concrete Project #2023-04 on the 12th day of June, 2023. Moved by Allen, seconded by Tjarks, to award, as follows:

CONCRETE
PROJECT #2023-04

Top Grade Concrete LLC, 641 1st Avenue, Emery, SD 57332

Bid Schedule A	$126,839.00

Motion carried.

CONSIDER APPROVAL:

Moved by Rice, seconded by Smith, to approve the application of The Flower Shop LLC for transfer of a Medical Cannabis Dispensary License. Motion carried.

RESOLUTIONS:

Moved by Sabers, seconded by Tjarks, to approve Resolution #R2023-17, Plat of Canal Tract 1, 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 follows:

RESOLUTION #R2023-17

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 27th day of March, 2023; and

WHEREAS, it appears from an examination of the plat of CANAL TRACT 1, A SUBDIVIVION 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, 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 CANAL TRACT 1, A SUBDIVIVION 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 McCardle, seconded by Tjarks, to approve Resolution #R2023-18, Accepting and Opening Certain Dedicated Land for Public Use, as follows:

RESOLUTION #R2023-18

A RESOLUTION ACCEPTING AND OPENING CERTAIN DEDICATED LAND FOR PUBLIC USE

WHEREAS the City of Mitchell, on June 20th, 2023 by Resolution R2023-17, did approve the plat for land legally described as "Canal Tract 1, 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"; and

WHEREAS such plat contains a dedication by the owner that such land is to be dedicated "to the public for public use forever as such, the waterways, shore and embankments comprising all of Canal Tract 1, as shown and marked on said plat"; and

WHEREAS the area defined as Canal Tract 1 was previously constructed by the owner of the adjoining developments who was under the belief that such manmade canal became a public way at the time public waters began flowing through such canal; and

WHEREAS the area defined as Canal Tract 1, for a number of years following the canal's construction, was not taxed by Davison County until an opinion was rendered in early 2023 that the area now defined as Canal Tract 1 should be taxed as it was never formally dedicated for public purposes; and

WHEREAS it appears from all records and communications available to city staff in participating in such taxation discussion with Davison County, that it did appear that the original intent was for such area to be dedicated to the public.

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the area described above as Canal Tract 1, and which was dedicated via plat for public use, is hereby accepted by the City of Mitchell for such purposes and is hereby formally declared open to use by the public for such purposes stated in the dedication.

Motion carried and resolution declared duly adopted.

HEARING:

It was advised that this is the date and time set for hearing on the funding for various components designed to improve the health of Lake Mitchell. Public Works Director Joe Schroeder reviewed the details of the project. The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Clean Water State Revolving Fund Program. The City is seeking up to $25,000,000.00 from the program, the expected loan term is 30 years at 3.25%.

Various members of Friends of Firesteel and community members spoke in favor of the funding and the project. Council Members also discussed the project.

RESOLUTIONS:

Moved by Barington, seconded by Rice, to approve Resolution #R2023-42, Authorizing Mayor to Sign Grant Application for $25 Million Water Application for Lake Mitchell. Roll call vote- Members present voting aye: Barington, Rice, Smith, Tjarks. Members present voting nay: Allen, Doescher, McCardle, Sabers. Motion failed.

Moved by Rice, seconded by Smith, to approve Resolution #R2023-44, Plat of Lots K and M, a subdivision of previously platted Lot S of Maui Farms Second Addition, as follows:

RESOLUTION #R2023-44

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 12th day of June, 2023; and

WHEREAS, it appears from an examination of the plat of LOTS K AND M, A SUBDIVISION OF PREVIOUSLY PLATTED LOT S OF MAUI FARMS SECOND ADDITION, 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 K AND M, A SUBDIVISION OF PREVIOUSLY PLATTED LOT S OF MAUI FARMS SECOND ADDITION, 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 Allen, seconded by Rice, to approve Resolution #R2023-45, Plat of Lot 1, Block 5, Woods First Addition, as follows:

RESOLUTION #R2023-45

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 12th day of June, 2023; and

WHEREAS, it appears from an examination of the plat of LOT 1, BLOCK 5 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST ½ OF THE SW ¼ OF SECTION 23, T 103 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 LOT 1, BLOCK 5 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST ½ OF THE SW ¼ OF SECTION 23, T 103 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 McCardle, seconded by Rice, to approve Resolution #R2023-46, Plat of Lot 11, Block 9, Woods First Addition, as follows:

RESOLUTION #R2023-46

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 12th day of June, 2023; and

WHEREAS, it appears from an examination of the plat of LOT 11, BLOCK 9 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST ½ OF THE SW ¼ OF SECTION 23, T 103 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 LOT 11, BLOCK 9 OF THE WOODS FIRST ADDITION, A SUBDIVISION OF THE EAST ½ OF THE SW ¼ OF SECTION 23, T 103 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 Barington, to approve Resolution #R2023-47, Plat of Lots 1-A and 1-B, Block 5, Woodland Heights First Addition, as follows:

RESOLUTION #R2023-47

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 12th day of June, 2023; and

WHEREAS, it appears from an examination of the plat of LOTS 1-A AND 1-B, BLOCK 5 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF TRACTS 2 AND 3, BLOCK 1, CRANE'S ADDITION IN THE SE ¼ OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul C. Kiepke, 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 1-A AND 1-B, BLOCK 5 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF TRACTS 2 AND 3, BLOCK 1, CRANE'S ADDITION IN THE SE ¼ OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul C. Kiepke, 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 Allen, to approve Resolution #R2023-48, Plat of Lot 1A of Brig Addition, as follows:

RESOLUTION #R2023-48

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 12th day of June, 2023; and

WHEREAS, it appears from an examination of the plat of LOT 1A OF BRIG ADDITION, A SUBDIVISION OF IRREGULAR TRACT 12 IN THE SW ¼ OF SECTION 10, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, 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 1A OF BRIG ADDITION, A SUBDIVISION OF IRREGULAR TRACT 12 IN THE SW ¼ OF SECTION 10, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, 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 Tjarks, seconded by McCardle, to approve Resolution #R2023-49, Vacation of Public Rights-of-Way, a Portion of Indianhead Drive, as follows:

RESOLUTION #R2023-49

WHEREAS, The petitions and consent in writing of Kelly Gross, owner of Lots 1-2-3-A, Block 15, Indianhead 3rd Addition, City of Mitchell, Davison County, South Dakota and vacated alley abutting, as depicted on the plat recorded with the Davison County Register of Deeds in Book PB 11, Page 70 on June 7, 1987; Bart and Nikki Fredericksen, owner of Lot 2A, Block 3 Indianhead 2nd Addition, City of Mitchell, Davison County, South Dakota; Charles and Pricilla

Stevenson, owner of Lot 4A and Lot 5, Block 3, Indianhead 2nd Addition, City of Mitchell, Davison County, South Dakota; CJM Consulting Inc, owner of Lot 1, Block 6, South Lake Estates Subdivision to the City of Mitchell in the SW ¼ of Section T 103 N, R 60 W of the 5th P.M., Davison County South Dakota respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate alley right-of way described as set forth below pursuant to the statues in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitioners respectfully show and represent the following:

> That the portion of Indian Head Drive which is adjacent to the Gross Property, Fredericksen Property, Stevenson Property and CJM Property, but only such portion lying east of the west property boundary of the CJM Property, and not including any portion of the intersection of Indian Head Drive with South Harmon Drive.

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

WHEREAS, the petition was presented to the City Council of Mitchell, South Dakota, in a regular meeting assembled on the 20th day of June, 2023.

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

WHEREAS, this Council did, by proper motion, made, seconded and carried in regular meeting assembled on the 20th day of June, 2023 deem it proper that the matter be proceeded with and did order that the said Petition be filed with the City Finance Officer and did order said Finance Officer to give notice of a hearing thereon, by publication, as required by law, that said Petition had been filed and that the same would be heard and considered by the Governing Body of the City on the 20th day of June, 2023 at 6:00 PM. In the Chambers of the City Council of the City of Mitchell Davison County South Dakota;

WHEREAS, said Council did meet to consider and hear said Petition on the 20th day of June, 2023 at the time and place specified in said Notice, and that the said Petition was duly heard and considered by this Council, the Petitioners and consideration of those objecting were heard by Council were presented in regards to said Petition, writing or otherwise; and,

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

1. That due notice of the hearing of said Petition was given by the City Finance Officer by publication of a Notice thereof in the form prescribed by law in the *Mitchell Republic*, a newspaper, printed and published in the City of Mitchell, South Dakota, for two (2) successive weeks, to-wit: May 31, 2023 and June 7, 2023.

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 20th day of June, 2023 that road identified as the portion of Indian Head Drive which is adjacent to the Gross Property, Fredericksen Property, Stevenson Property and CJM Property, but only such portion lying east of the west property boundary of the CJM Property, and not including any portion of the intersection of Indian Head Drive and South Harmon Drive owned by Kelly Gross, Bart and Nikki Frederickson, Charles and Pricilla Stevenson and CJM Consulting Inc is hereby vacated.

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(3) Legal. Motion carried.

Mayor Everson declared the board out of executive session at 8:52 p.m. and the City Council to reconvene in regular session at 8:53 p.m.

ADJOURN:

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

Michelle Bathke
Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
June 12, 2023

1. Call to Order

Chairperson Larson called the June 12, 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 (telephonically), Larson, Osterloo, Sonne.
Absent: Penney, Schmitz.
Staff Present: Dammann, Ellwein, Mayor Everson, Hegg, Jenniges, J Johnson, T Johnson, , Sandoval, Schroeder.

3. Declaration Of Conflicts Of Interests

Jirsa item #8.
Sonne item #10.

4. Approve Agenda

Motion by Genzlinger, seconded by Sonne to approve the proposed agenda. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

5. Approval of Previous Minutes: May 22, 2023

Motion by Jirsa, seconded by Osterloo to approve the proposed minutes of the May 22, 2023 Planning Commission meeting. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

6. Schedule Next Meeting: June 26, 2023

Motion by Genzlinger, seconded by Sonne to set the date for the next Planning Commission meeting for June 26, 2023. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

7. Plan Approval: Muth Electric, 1717 N Sanborn Blvd, zoned Highway Business District

Jenniges explained the applicant is constructing a 30' x 40' garage in the northwest corner of the facility for storage. The applicant was not present to answer questions.

Motion by Jirsa, seconded by Osterloo to approve the plan. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

8. Plan Approval: Danny Prom Commercial Building, 1425 S Burr St, zoned Highway Business District

Jenniges explained the applicant would like to construct another building on his property for commercial use. The plans of the proposed building are in the packet. Use of the building will dictate building codes and possible issues that will be dealt with at the time of the building permit application. There are 10 parking spaces for the new proposed facility but more

available parking around the restaurant to the south. Public Works will work through site plans during the building permit process. At this time it is a spec commercial building and could be used for offices or sales. The applicant was present to answer questions.

Motion by Genzlinger, seconded by Osterloo to approve the plan. Roll call vote: Genzlinger – aye, Jirsa – abstain, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 4 aye, 0 nay, 1 abstain, 2 absent; motion carried.

9. Plan Approval: Aaron Pemrick, 209 E 7th Ave, zoned Neighborhood Shopping

Jenniges explained the applicant would like to build an addition onto his existing garage. The existing garage sits 7' from the property line. At this time he is not requesting to put a door on the south side, but will in the future, at which time there will be a variance permit requested. The applicant was present to answer questions.

Motion by Sonne, seconded by Jirsa to approve the plan. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5, aye, 0 nay, 2 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 notices were sent out to adjacent landowners, published in the official newspaper and sign posted. There were no letters for or against returned. The proposed site layout has 6 duplexes but the applicant would like to put six tri-plexes up. Jenniges said the Conditional Use Permit is the first step in the process and if approved, the applicant will have to come back to the board for plan approval as well. The applicant was not present to answer questions.

Osterloo stated it's been an empty lot for a long time and that it would be nice to have something there.

Motion by Genzlinger, seconded by Osterloo to recommend approval of the conditional use. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – abstain. 4 aye, 0 nay, 1 abstain. 2 absent; motion carried.

11. Conditional Use Permit: The Flower Shop LLC

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.

Jenniges explained notices were sent out to adjacent landowners, published in the official newspaper and sign posted. There was one letter of disapproval that made the packet and three that did not make the packet but were handed out at the meeting. The applicant was present to answer questions.

Don Dahl stated he was representing Mr. Adamo. He is originally from California and moved

to Mitchell for business. His grandson received a medical card at 13 and was top of his class and at age 15 he dropped out of school and, at age 28 he is finally getting his life back in order. The reason he and his wife moved here was because Mitchell is "small town America" with great compassion for restoring the main street. His opinion is that medical cannabis dispensaries are just legalized drug dealers and too many people have access to it. In California, they could no longer go downtown due to the smell and drug abuse happening. He has been called to an apartment he manages because a tenant was have an allergic reaction to someone smoking it in the hallway.

Peter Dikun, the applicant, stated he would like to expand his business into Mitchell from Sioux Falls. There is no smoking allowed on-site and he will have odor control plans for his building, but it is mainly the cultivation and manufacturing facilities that have odor problems, not dispensaries. There are no daycare or churches close to this location. He noted that veterans in Sioux Falls use his service. He explained the City of Mitchell only allows 5 licences and there are no places to put them. He plans to do some updating and improvements to the building.

Jirsa questioned if this building falls within the Mitchell Commercial Historic District and if it did would he need approval by Mitchell's Historic Preservation Commission first? Jenniges explained that at this time there have been no building permit applications that would warrant a review by HPC at this time. Any future improvements/remodels could.

Genzlinger questioned the history of the previous dispensaries in Central Business District. Jenniges reminded the board that they approved the location at 5th and Main but did not approve the variance that went with it. Also they approved the dispensary located at the old Overtime building which is also zoned Central Business. Genzlinger questioned where this license would be coming from and if code has anything about distances to parks, to which Jenniges said that it is his understanding they are transferring the one from the old Runnings building (Besame Wellness) and the city does not have anything in their code about parks.

Motion by Osterloo, seconded by Larson to recommend approval of the conditional use. Roll call vote: Genzlinger – nay, Jirsa – nay, Larson – nay, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 2 aye, 3 nay, 2 absent; motion failed.

12. Variance Permit: Habitat for Humanity

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.

Jenniges explained notices were sent out to adjacent landowners, published in the official newspaper and sign posted. There were no letters for or against returned. The applicants built the house to the south and are trying to keep the fronts lined up as much as possible and pour a driveway between the two houses for only one curb cut out. The applicant was present to answer questions.

Genzlinger questioned the size of the houses, to which Hegg noted about 1,000 square feet, nothing overly big.

Osterloo noted that this is what was intended for these two lots.

Sonne questioned if the city was going to continue the sidewalk around the cul-de-sac and be a curbside sidewalk, to which Schroeder said they would continue the sidewalk but like to keep the boulevard for snow removable purposes.

Motion by Osterloo, seconded by Genzlinger to recommend approval of the variance. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

13. Conditional Use Permit: Corn Palace Stampede Inc

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.

Jenniges explained notices were sent out to adjacent landowners, published in the official newspaper and sign posted. There were no letters for or against returned. The proposed site layout of the the arena did not make the packet but was distributed at the meeting. The size is roughly the same as the existing soccer field and spectator parking will be to the east and competitor parking to the north but there will still be some bugs to work out. The applicant was not present to answer questions.

Motion by Genzlinger, seconded by Osterloo to recommend approval of the conditional use. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

14. Recommendation on Road Vacation

Kelly Gross, Bart and Nikki Fredericksen, Charles and Pricilla Stevenson and CJM Consulting Inc, have petitioned the City Council of the City of Mitchell, Davison County, South Dakota to vacate the following:

Petitioners request to vacate the portion of Indian Head Drive which is adjacent to the Gross Property, Fredericksen Property, Stevenson Property and CJM Property, but only such portion lying east of the west property boundary of the CJM Property, and not including any portion of the intersection of Indian Head Drive with South Harmon Drive.

Jenniges explained the request of the unimproved road and how it will help with the development of South Lake. The city will have an easement on the existing drive for utilities and drainage. No permanent structures will be allowed to be located by the owners. The applicant was present to answer questions.

Kelly Gross submitted a letter that did not make the packet for his reasoning for why he is requesting the road to be vacated.

Schroeder stated Public Works supports the vacation and recommends approval.

Genzlinger noted that he is usually not in favor of vacations, but this one makes sense.

Motion by Osterloo, seconded by Jirsa to recommend approval of the road vacation. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz –

absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

15. Plat: Lots K and M, a subdivision of previously platted Lot S of Maui Farms Second Addition, City of Mitchell, Davison County, South Dakota; as requested by Maui Farms Inc

Jenniges explained this continues with the master plan for the area. The applicant was present to answer questions.

Motion by Genzlinger, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

16. Plat: Lot 1, Block 5 of the Woods First Addition, a subdivision of the East 1/2 of the SW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by CJM Consulting Inc

Jenniges explained this continues with the master plan for the area. The applicant was present to answer questions.

Motion by Osterloo, seconded by Jirsa to approve the plat. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

17. Plat: Lot 11, Block 9 of the Woods First Addition, a subdivision of the East 1/2 of the SW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by CJM Consulting Inc

Jenniges explained this continues with the master plan for the area. The applicant was present to answer questions.

Motion by Jirsa, seconded by Genzlinger to approve the plat. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

18. Plat: Lots 1-A and 1-B, Block 5 of Woodland Heights First Addition, A subdivision of Tracts 2 and 3, Block 1, Crane's Addition in the SE ¼ of Section 34, T 103, N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Ethan Coop Lumber

Jenngies explained there was a twin home that was built on the parent parcel and the center wall was not parallel to the parcel lines, so the halves could not be sold by the north or south half of said lot and had to be platted again. The applicant was not present to answer questions.

Motion by Genzlinger, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

19. Plan Approval: Cully Evers, 2700 N Main, zoned Highway Business

Jenniges explained the conditional use permit and variance permit were approved by the Board of Adjustment on May 1, 2023. This is zoned Highway Business so any plans have to be approved by Planning Commission. The applicant has provided specs of the tower and a site layout including the location of their future developments and why they wish to put it in the location they did. The next agenda item is the plan to vacate some existing easements and

create some new. The applicant was present to answer questions.

Paul Koch stated he is a neighbor to this property and plans to develop it in the future. He has concerns over safety issues of the tower falling or ice falling from the tower. He believes the location is just not good for him.

Cully Evers stated it will be a monopole construction like MTC. Ice built up will slide straight down the structure as it warms up. He also plans to build on his property close to the tower. The tower is designed to break half way up and fall onto itself.

Genzlinger stated he can sympathize with both but has not seen any building plans for the east property and he sees it at first come, first serve.

Motion by Genzlinger, seconded by Sonne to approve the plan. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

20. Plat: Lot 1A of Brig Addition, a subdivision of Irregular Tract 12 in the SW 1/4 of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Cully Evers

The applicant is replatting their existing for furutre development purposes. Also, they are vacating some existing easements as well as adding a couple, one of which is for the City of Mitchell on the east side of the property as there is a water line that goes through there. The applicant was present to answer questions.

Motion by Jirsa, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

21. Other Business:

None.

22. Public Input:

None.

23. Adjourn

Chairperson Larson adjourned the meeting at 12:46 P.M.

_____

Jay A. Larson
Planning Commission Chairperson

Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
June 26, 2023

1. Call to Order

Chairperson Larson called the June 26, 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: Jirsa, Larson, Osterloo, Schmitz, Sonne.
Absent: Doescher, Genzlinger, Penney.
Staff Present: Dammann, Ellwein, Mayor Everson, Hegg, Jenniges, J Johnson, Schroeder.

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: June 12, 2023

Motion by Jirsa, seconded by Osterloo to approve the proposed minutes of the June 12, 2023 Planning Commission meeting. All present voting aye; motion carried.

6. Schedule next Meeting: July 10, 2023

Motion by Jirsa, seconded by Sonne to set the date for the next Planning Commission meeting for July 10, 2023. All present voting aye; motion carried.

7. Conditional Use Permit: Jodi Hofer

Jodi Hofer has applied for a conditional use permit to operate a Family Residential Daycare; located at 314 E 10th Ave, legally described as Lot 10, Block 8, D A Scotts First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Jenniges explained notices were sent out to the neighbors, it was published in the official newspaper and a sign was posted. There were two responses back, one in favor and one opposed due to safety concerns of their "beware of dogs" sign. Jenniges also cited the three regular conditions put on a daycare conditional use. The applicant was not present to answer questions.

Motion by Schmitz, seconded by Jirsa to recommend approval of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection. All present voting aye; motion carried.

8. Conditional Use Permit: Jennifer Gerfen

Jennifer Gerfen has applied for a conditional use permit to operate a Family Residential Daycare; located at 1026 N Langdon St, legally described as West 81' of Lot 5, Block 4 of DA Scotts Second Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Jenniges explained notices were sent out to the neighbors, it was published in the official newspaper and a sign was posted. There was one response returned in favor. The applicant was not present to answer questions.

Motion by Jirsa, seconded by Sonne to recommend approval of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection. All present voting aye; motion carried.

9. Conditional Use Permit: Bailey Week

Bailey Week has applied for a conditional use permit to operate a Family Residential Daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Jenniges explained notices were sent out to the neighbors, it was published in the official newspaper and a sign was posted. There was one response returned in favor that did not make the packet. The applicant was not present to answer questions.

Motion by Osterloo, seconded by Schmitz to recommend approval of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection. All present voting aye; motion carried.

10. Variance Permit: Aaron Pemrick

Aaron Pemrick has applied for a variance permit for a setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition; located at 209 E 7th Ave, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned NS Neighborhood Shopping District.

Jenniges explained notices were sent out to the neighbors, it was published in the official newspaper and a sign was posted. There were two responses returned in favor. The applicant was present to answer questions.

Jenniges reminded the board that the applicant was approved at the last meeting for construction of the shed.

Schmitz reaffirmed that the garage addition met setbacks for Neighborhood Shopping District, which Jenniges said it did, and also confirmed that this is just about the overhead garage door being installed. Jenniges also noted that the applicant knows that he will not be able to park in front of the door.

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

11. Hearing And Recommendation: An Ordinance Amending 10-9E-4,South Point Village Planned Development District

Loyd Companies is requesting to amend South Point Village Planned Unit Development by changing 10-9E-4 Permitted Uses from "Multi-family dwellings of twenty four (24) units or less" to "Multi-family dwellings":

Jenniges explained notices were sent out to the neighbors, it was published in the official newspaper and a sign was posted. There was one response returned in favor and one reminding the boards of their business across the street. The applicant was present to answer questions.

Jenniges explained that when the PUD was created there probably should have been a conditional use section for the unlimited portion of dwellings. He also explained there are some currently non-conforming properties in this PUD because prior permits were issued based on dwellings per building and not per parcel.

Drew O'Brian of Lloyd Companies acknowledged the letter from Menards that their business is across the street. He noted that they are already invested in some of the properties in the area.

Motion by Osterloo, seconded by Schmitz to recommend approval of the zoning amendment. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

12. Plat: Lot A-2, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota

Jenniges showed an updated version of the plat that was received on Friday. The only change was the size of the parcel going from 3.11 acres to 2 acres. This parcel is outside the city limits but still falls under city of Mitchell zoning jurisdiction. County will hear the plat during their July meetings. The applicant was present to answer questions.

Motion by Jirsa, seconded by Schmitz to approve the plat. Roll call vote: Genzlinger – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 5 aye, 0 nay, 2 absent; motion carried.

13. Other Business:

None.

14. Public Input:

None.

15. Adjourn

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

_____

Jay A. Larson
Planning Commission Chairperson

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 6-15-23

Organization: FIRE & IRON

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

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

Contact Information:

Name: CHRIS WILLMAN.

Address: 1424 S. BAHNSON AVE

Phone #: 605-413-6109

Email: DOC49FIR@OUTLOOK.COM

501(c) 3 – (Non-Profit): yes_____ no_____ eligible X

Dates of Ticket Sales: MAY 1ST TO SEPT 8TH.

Date of Raffle Drawing: SEPT 8TH.

Value of Raffle Prize: $400.00

Proceeds Benefitting: RAVINA FIRE DEPT & FEDORA FIRE

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

Date Received: 6-15-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 6-27-23

Organization: Mitchell Baseball

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

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

Contact Information:

Name: Jim Larson

Address: 040442 - 254th St

Phone #: 605-770-7553

Email: JHL81@yahoo.com

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

Dates of Ticket Sales: July 27 -

Date of Raffle Drawing: Aug 12

Value of Raffle Prize: 25,000

Proceeds Benefitting: Cadwell Park Improvement

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

Date Received: 6-27-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 15 July 23

Organization: VFW Post 2750

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

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

Contact Information:

Name: Martin Christensen

Address: 25044 413th Ave Mitchell SD 57301

Phone #: 605 933 2220

Email: mchristensen@santel.net

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

Dates of Ticket Sales: 15 July 23 – 23 Sept 23

Date of Raffle Drawing: 23 Sept 23

Value of Raffle Prize: $1500.00

Proceeds Benefitting: VFW & ALS Research

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

Date Received: 6-15-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 06 / 27 / 2023

Organization: Mitchell Ducks Unlimited

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

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

Contact Information:

Name: Holly Thorpe

Address: 25346 400th Ave

Phone #: 605-630-0218

Email: dthorpe@santel.net

501(c) 3 – (Non-Profit): yes X no____ eligible____

Dates of Ticket Sales: 10 / 07 / 2023

Date of Raffle Drawing: 10 / 07 / 2023

Value of Raffle Prize: $ 5,000.00

Proceeds Benefitting: Wildlife Habitat

Date Received: 6-27-2023

For Finance Office Use Only:

Council Approval Date:_____

Signature:

_____

Finance Office

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: June 28, 2023

Organization: Abbott House

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

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

Contact Information:

Name: Alexandria Fieseler

Address: 909 Court Merrill St Mitchell, SD 57301

Phone #: (605) - 996 - 2486 ext. 191

Email: alexandriaf@abbothousesd.com

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

Dates of Ticket Sales: August 1, 2023 - October 30, 2024

Date of Raffle Drawing: October 30, 2024

Value of Raffle Prize: $7,100

Proceeds Benefitting: Abbott House Youth

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

Date Received: 6-29-2023

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:	July 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 Suplus to be Sold on Purple Wave-Golf/Cemetery		
Explanation/Background of Agenda Item Requested:	1. 1996 Chevy S-10 Ext. Cab Pickup Truck 2. 1999 EZGO Utility Golf Cart 3. 1999 EZGO Utility Golf Cart 4. Toro PTO Blower Attachment 5. 12' Tandem Axle Flatbed Trailer 6. Ditch Witch 1810 Trencher		

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:	July 5, 2023	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-43300, $1,169,309		
Agenda Item:	Change Order #1 for 200-400 Blocks of East 10th Utility Upgrade Project #2022-2		
Explanation/Background of Agenda Item Requested:	Change Order #1 reflects final quantities installed for Bid Schedule B. The completion date was also extended to allow time for the project to be completed. Early cold weather did not allow the project to be completed by the original completion date of November 1, 2022. Please see attached Change Order #1 for detailed information. Original Contract Amount - $162,618.02 Current Contract Amount - $162,618.02 Increase of this Change Order - $4,380.68 Item No. 4 - 4" Concrete Sidewalk, $440.20 Item No. 6 - 6" Concrete Approach, $3,940.48 New Contract Amount - $166,998.70 Staff recommends approval of Change Order No. 1.		

CHANGE ORDER NO.: 1

Owner: City of Mitchell City's Project No.: 2022-2

Contractor: First Rate Excavate, Inc.

Project: 200-400 Blks of East 10th Utility Upgrades - Bid Schedule B

Date Issued: 7/5/2023 Effective Date of Change Order: 7/5/2023

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

The contract is being amended to reflect actual quantities installed.

Attachments: See Attached

Change in Contract Price	**Change in Contract Time**
Original Contract Price: $162,618.02	Original Contract Times: Substantial Completion: November 1, 2022 Ready for final payment: December 1, 2022
Increase from previously approved Change Order No. 1	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: $162,618.02	Contract Times prior to this Change Order: Substantial Completion: November 1, 2022 Ready for final payment: December 1, 2022
Increase of this Change Order: $4,380.68	**Increase of** this Change Order: Substantial Completion: 212 Ready for final payment: 212
Contract Price incorporating this Change Order: $166,998.70	Contract Times with all approved Change Orders: Substantial Completion: June 1, 2023 Ready for final payment: July 1, 2023

Approved by Contractor

By: _____

Title: _____

Date: _____

Recommended for Approval

By: _____

Title: _____

Date: _____

Approved by Owner

By: _____

Title: _____

Date: _____

EJCDC® C-941, Change Order.
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Change Order - Unit Price Work

CHANGE ORDER NO.: 1

Owner: City of Mitchell
Contractor: First Rate Excavate, Inc.
Project: 200-400 Blks of East 10th Utility Upgrades - Bid Schedule B

City's Project No.: 2022-2

Effective Date of Change Order: 07/05/23

A	B	C	D	E	F	G	H		J
		Current Contract Information				Proposed Contract Change			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Proposed Item Quantity Change	Units	Proposed Item Quantity	New Contract Amount (H + I) ($)
				Bid Schedule A					
1	Mobilization	1	LS	$ 3,250.00	$ 3,250.00		LS	1.00	$ 3,250.00
2	Traffic Control Miscellaneous	1	LS	$ 810.00	$ 810.00		LS	1.00	$ 810.00
3	Concrete Curb and Gutter	1821	LF	$ 21.18	$ 38,568.78		LF	1,821.00	$ 38,568.78
4	4" Concrete Sidewalk	10374	SF	$ 7.10	$ 73,655.40	62	SF	10,436.00	$ 74,095.60
5	Detectable Warning Panels	160	SF	$ 60.50	$ 9,680.00		SF	160.00	$ 9,680.00
6	6" Concrete Approach	323	SY	$ 83.84	$ 27,080.32	47	SY	370.00	$ 31,020.80
7	6" Reinforced Fillet Section	88	SY	$ 108.79	$ 9,573.52		SY	88.00	$ 9,573.52
				Total for Bid Schedule B	**$ 162,618.02**				**$ 166,998.70**

EJCDC C-620 Contractor's Application for Payment
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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:	July 5, 2023	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Date of July 17, 2023 for Hearing and Action on the application of the VFW Post #2750 for a Special Event Liquor License located at the Horseman Sports Arena for August 11-12, 2023 for the Shoot-Out by the Lake		
Explanation/Background of Agenda Item Requested:			

Date Received_____
Date Issued_____

License No._____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address (~~Corporate City~~)
VFW POST 2750
215 North MAIN St
Mitchell, SD 57301

Owner's Telephone #: 605 933-2220

B. Business Name and Address (~~Corporate City~~) Shoot-Out By the Lake
VFW POST 2750
215 NORTH MAIN St
Mitchell, SD 57301

Business Telephone #: 605 933-2220

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

County: DAVISON

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

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

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

- ☒ Retail (on-sale) Liquor
- ☐ Retail (on-sale) Liquor - Restaurant
- ☐ Convention Center (on-sale) Liquor
- ☐ Package (off-sale) Liquor
- ☐ Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- ☐ Package Delivery
- ☐ Hunting Preserve
- ☒ Other Special Event Liquor (8/11/23-8/12/23)

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:
See Attached Other
Horseman Sports Arena

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

E. State Sales Tax Number 1014-369-ST

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 27 JUNE 2023 Print Name Matthew Christensen Signature _____

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

Renewal - no public hearing held ☐
Amount of fee collected with application $_____
Amount of fee retained $_____
Forwarded with application $_____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From:_____

Sales tax approval_____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC ~~Corporation City~~ VFW Post 2750 - Shoot-Out by the Lake

Address of office and principal place of business of corporation/partnership/LP/LLC 215 N. Main St Mitchell, SD 57301

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

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

Name	Office	Address	Occupation
Lyle Sunderland	Commander	40967 256th St Mitchell, SD	Retired
Duane Kumme	Trustee	25611 460th Ave Mitchell, SD	Retired
Marvin Carpenter	Qm	25041 413 Drive Mitchell, SD 57301	Retired

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

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

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

VFW Post 2750 Quartermaster & Commander office

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**

Lyle W. Sunderland 06/22/2023

15800-00400-401-60

ALL SE 1/4 SE 1/4 N & E OF BAYSIDE OVERLOOK EX LOT 2 4-103-60 & INCL PORTION PLATTED AS LOTS 1&2 OF RODEO GROUNDS & INCL PORTION OF VAC BAYSIDE AVE ABUTTING - PLATTED VARIOUS

PAY ESTIMATES FOR JULY 5, 2023

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
SPN & Associates	#2021-3 West Side Water Tower	#14	$ 10,186.22	$ 47,753.72	$ 99,813.60
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-14	$ 44,721.22	$ 421,639.62	$ 767,500.00
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#6	$ 35,984.40	$ 118,780.56	$ 205,094.00
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#27	$ 35,784.49	$ 1,382,412.98	$ 1,751,150.00
SPN & Associates	#2021-45 Highway #37 Utility Design-water	#17	$ 2,478.75		
SPN & Associates	#2021-45 Highway #37 Utility Design-sewer	#18	$ 3,977.50		
SPN & Associates	#2021-45 Highway #37 Utility Design-sewer	#19	$ 1,018.75	$ 45,646.55	$ 57,000.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#5	$ 6,141.25	$ 14,770.00	$ 1,908,860.00
First Rate Excavating	#2022-2 200-400 Blks of E. 10th-Sch. B	#4	$ 20,089.55	$ 166,998.70	$ 166,998.70
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#10	$ 1,194.50	$ 43,966.80	$ 66,509.60
Commercial Asphalt	#2022-15 Paving & Overlay	#2	$ 68,476.00	$ 101,484.00	$ 149,610.00
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#10	$ 1,802.50	$ 62,258.09	$ 97,620.00
SDDOT-Finance & Management	#2022-36 Canal Bridge on Harmon Drive	#5	$ 2,520.65	$ 8,619.68	$ 13,740.00
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#3	$ 7,302.27	$ 26,463.82	$ 110,000.00
Commercial Asphalt	#2023-15 Paving & Overlay	#1	$ 70,474.00	$ 70,474.00	$ 497,156.50
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#4	$ 1,942.50	$ 14,956.37	$ 42,900.00
SPN & Associates	#2023-19 Cadwell Booster Station Rehab.	#2	$ 1,060.00	$ 6,420.00	$ 10,700.00
	TOTALS		$ 315,154.55	$ 2,532,644.89	$ 5,944,652.40

Prepared by Deb Hanson-Sudbeck

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00048	TIM GOLDAMMER					
		I-06252023	101-41110-42600	SUPPLIES & MA ALDERMAN TECHNOLOGY STIPEND	197833	500.00
01-00140	AL'S ENGRAVING					
		I-17791	101-41110-42600	SUPPLIES & MA NAME PLATES	197781	17.90
01-08018	MICHAEL BATHKE					
		I-06162023	101-41110-42600	SUPPLIES & MA ALDERMAN TECHNOLOGY STIPEND	197792	500.00
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2466030523	101-41110-42300	LEGAL PUBLICA ACCT MP246603-LEGALS	197831	854.31
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	1,872.21

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1210 MAYOR'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-9931273126A	101-41210-42800	UTILITIES-TEL ACCT #886931646-00001	197918	46.83
				DEPARTMENT 1210 MAYOR'S OFFICE TOTAL:		46.83

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1300 ELECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00027	WANDA KOBES						
		I-06262023	101-41300-42900	ELECTION	ELECTION SUPERINTENDENT	197851	25.00
01-00030	LYLA JERKE						
		I-06262023	101-41300-42900	ELECTION	ELECTION SUPERINTENDENT	197848	25.00
01-00033	JAMES MONTGOMERY						
		I-06262023	101-41300-42900	ELECTION	ELECTION SUPERINTENDENT	197867	25.00
01-02144	DAVISON COUNTY						
		I-2023 ELECTION	101-41300-42900	ELECTION	2023 CITY/SCHOOL ELECTION EXPN	197816	2,812.62
01-07870	MARY ELLEN JEPSEN						
		I-06262023	101-41300-42900	ELECTION	ELECTION SUPERINTENDENT	197847	25.00
01-09268	FORUM COMMUNICATIONS CO						
		I-MP2466030523	101-41300-42900	ELECTION	ACCT MP246603-LEGALS	197831	447.59
					DEPARTMENT 1300 ELECTION	TOTAL:	3,360.21

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-67870	101-41420-42600	SUPPLIES & MA FILES,STAPLER	197855	50.80
		I-68267	101-41420-42620	CHECKS, RCPTS WINDOW ENVELOPES	197855	99.97
01-03678	INTERSTATE OFFICE PRODU					
		I-01DZ0694	101-41420-42600	SUPPLIES & MA FILES,HIGHLIGHTERS,RIBBONS	197846	200.82
01-08200	CLUBHOUSE HOTEL & SUITE					
		I-202130	101-41420-42700	TRAVEL ROTH-PIERRE ROOMS	197807	347.44
				DEPARTMENT 1420 FINANCE	TOTAL:	699.03

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03678	INTERSTATE OFFICE PRODU					
		I-01DZ0833	101-41440-42600	SUPPLIES & MA LABELS,FILES	197846	134.44
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00099328-00	101-41440-42231	EMPLOYEE PHYS SCREENINGS	197789	1,610.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	1,744.44

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1460 INSURANCE & BONDS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07424	INSURANCE BENEFITS INC					
		I-1195	101-41460-42110	LIABILITY, PR AIRPORT LIABILITY RENEWAL	197845	2,432.70
				DEPARTMENT 1460 INSURANCE & BONDS TOTAL:		2,432.70

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00531	PAULSON SHEET METAL INC					
		I-S14473	101-41920-42520	REPAIR-CITY H FAULTY COMPRESSOR	197879	210.00
01-08281	ARAMARK					
		I-638017056	101-41920-42520	REPAIR-CITY H MAT CLEANING	197786	89.30
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	299.30

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1935 INFORMATION TECHNOLOGY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-4574	101-41935-42615	POSTAGE	POSTAGE 06.01-15.2023	197885	323.84
		I-576536	101-41935-42615	POSTAGE	FLATS POSTAGE 06.01-15.23	197885	16.64
01-03678	INTERSTATE OFFICE PRODU						
		I-01DZ0505	101-41935-42640	COPY MACHINE	LEDGER PAPER	197846	99.25
01-05195	A & B BUSINESS SOLUTION						
		I-IN1064174	101-41935-42250	MANAGED PRINT	CT9857-01	197777	4,797.01
01-09050	MICROSOFT CORPORATION						
		I-E0300NW5LD	101-41935-42920	COMPUTER SOFT	MAY-JUNE ONLINE SERVICES	197860	2.00
		I-E0300NW81L	101-41935-42920	COMPUTER SOFT	MAY-JUNE 2023 SERVICES	197860	908.00
					DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		6,146.74

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01020	CENTRAL ELECTRIC COOPER						
		I-14579002.06.23	101-42110-42810	UTILITIES	25647 412TH AVE	197800	84.71
01-01199	STURDEVANTS AUTO VALUE						
		I-815016319	101-42110-42610	GAS OIL TIRES	SWITCH,FILTERS	197907	49.27
01-01240	SODAK SPORTS						
		I-112526	101-42110-42500	REPAIR & MAIN	GUN REPAIR LABOR	197903	34.32
01-01322	LARRY'S I-90 SERVICE IN						
		I-97658	101-42110-42610	GAS OIL TIRES	MOUNT & BALANCE TIRE	197852	25.00
01-01518	VERIZON WIRELESS						
		I-9936621803	101-42110-42800	TELEPHONE	ACCT #786752327-00002	197918	80.02
01-02679	MENARD'S INC						
		I-54396	101-42110-42600	SUPPLIES	TRIM BRUSH,PLASTIC TRAY,PAINT	197858	87.86
		I-54838	101-42110-42600	SUPPLIES	DRANO/LIGHT BULB	197858	25.69
01-02804	TMA STORES						
		I-96698	101-42110-42610	GAS OIL TIRES	FLAT TIRE REPAIR	197914	28.17
01-02811	JONES SUPPLIES						
		I-141884	101-42110-42600	SUPPLIES	LINERS	197849	84.67
		I-141918	101-42110-42600	SUPPLIES	SANITIZER,DISPENSERS	197849	112.83
01-03267	WALMART/CAPITAL ONE						
		I-02664	101-42110-42600	SUPPLIES	WATER	197921	26.80
01-03360	WHOLESALE ELECTRONICS I						
		I-C31640030	101-42110-42600	SUPPLIES	BATTERIES	197922	12.41
		I-C31720020	101-42110-42600	SUPPLIES	BATTERIES	197922	79.82
01-07717	VERN EIDE FORD LINCOLN						
		I-25034084	101-42110-42610	GAS OIL TIRES	WINDSHIELD HOSE	197920	68.25
		I-25034254	101-42110-42610	GAS OIL TIRES	LATCH	197920	148.76
		I-25034413	101-42110-42610	GAS OIL TIRES	COVER	197920	217.29
01-08014	VERN EIDE CHEVROLET BUI						
		I-4424	101-42110-42980	VEHICLE TOWIN	POLICE TOWING	197919	125.00
		I-4425	101-42110-42980	VEHICLE TOWIN	POLICE IMPOUND	197919	170.00
01-08281	ARAMARK						
		I-6380107610	101-42110-42200	PROFESSIONAL	MAT CLEANING	197786	56.27
01-09703	AMAZON CAPITAL SERVICES						
		I-1FWY-VFJ1-V3FL	101-42110-42600	SUPPLIES	BATTERIES,PHONE CASE	197783	60.29
01-10304	AUSTIN RESICK						

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10304	AUSTIN RESICK	continued				
		I-06172023	101-42110-42640	UNIFORM ALLOW REIMBURSE UNDERVEST	197889	46.75
01-10486	AT&T MOBILITY - POLICE					
		I-9001X06232023	101-42110-42800	TELEPHONE ACCT #287283989001	197788	1,049.83
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	2,674.01

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC						
		I-1646410	101-42130-42600	SUPPLIES	VEST,GLOVES	197890	32.98
		I-1647082	101-42130-42545	PAINT	TRIMMER LINE,GOGS POLARIZED	197890	28.68
		I-1649357	101-42130-42545	PAINT	BRAIDED TUBING	197890	5.39
		I-1649515	101-42130-42545	PAINT	PVC BRAIDED TUBING	197890	107.80
01-01518	VERIZON WIRELESS						
		I-9931273126A	101-42130-42820	TELEPHONE	ACCT #886931646-00001	197918	93.66
01-01700	AAA COLLECTIONS INC						
		I-7779-1.05.23	101-42130-42540	SIGNS	PRE COLLECTION FEE	197778	5.00
01-01830	NORTHWESTERN ENERGY						
		I-2576730-2.06.23	101-42130-42810	UTILITIES-TRA	N SANBORN AND 5TH AVE	197872	103.92
		I-2577687-3.06.23	101-42130-42810	UTILITIES-TRA	N SANBORN AND 7TH AVE	197872	53.22
		I-2577895-2.06.23	101-42130-42810	UTILITIES-TRA	710 N MINNESOTA ST	197872	10.78
		I-2578443-0.06.23	101-42130-42840	BUILDING UTIL	705 N CAPITAL ST	197872	245.40
		I-2579139-3.06.23	101-42130-42810	UTILITIES-TRA	901 N MINNESOTA ST	197872	11.55
		I-2579461-1.06.23	101-42130-42810	UTILITIES-TRA	N SANBORN AND 12TH AVE	197872	98.46
		I-2580311-5.06.23	101-42130-42810	UTILITIES-TRA	1204 N KIMBALL ST	197872	11.72
		I-2580312-3.06.23	101-42130-42810	UTILITIES-TRA	N MAIN AND 12TH AVE	197872	46.00
		I-2580491-5.06.23	101-42130-42810	UTILITIES-TRA	1403 N KIMBALL ST	197872	11.88
		I-2581249-6.06.23	101-42130-42520	EMERGENCY SIR	E GOLF COURSE SIREN	197872	24.51
		I-2581250-4.06.23	101-42130-42520	EMERGENCY SIR	800 W 8TH AVE	197872	22.32
		I-2581251-2.06.23	101-42130-42520	EMERGENCY SIR	1221 S MINNESOTA ST	197872	23.41
		I-2581252-0.06.23	101-42130-42520	EMERGENCY SIR	100 MATTIE ST	197872	26.53
		I-2581521-8.06.23	101-42130-42810	UTILITIES-TRA	W HAVENS AND OHLMAN	197872	104.93
		I-2582741-1.06.23	101-42130-42835	UTILITIES-STR	I 90 AND OHLMAN	197872	538.30
		I-2583138-9.06.23	101-42130-42810	UTILITIES-TRA	W UNIV AND NORWAY	197872	11.56
		I-2583139-7.06.23	101-42130-42810	UTILITIES-TRA	1309 W UNIVERSITY AVE	197872	10.62
		I-2583145-4.06.23	101-42130-42810	UTILITIES-TRA	1522 W UNIVERSITY AVE	197872	10.46
		I-2583147-0.06.23	101-42130-42810	UTILITIES-TRA	310 W NORWAY	197872	10.92
		I-2583319-5.06.23	101-42130-42810	UTILITIES-TRA	HAVENS AND MINN ST	197872	75.33
		I-2583840-0.06.23	101-42130-42810	UTILITIES-TRA	S SANBORN AND HAVEN ST	197872	112.81
		I-2719916-5.06.23	101-42130-42520	EMERGENCY SIR	CABELA AND SPRUCE	197872	23.89
		I-2734281-5.06.23	101-42130-42520	EMERGENCY SIR	900 BLOCK OF E 11TH ST SIREN	197872	24.03
		I-2735044-6.06.23	101-42130-42835	UTILITIES-STR	801 N KIMBALL ST	197872	10.00
		I-2745956-9.06.23	101-42130-42520	EMERGENCY SIR	W END BOAT RAMP	197872	22.48
		I-2784889-4.06.23	101-42130-42810	UTILITIES-TRA	1120 W CEDAR	197872	10.62
		I-2784890-2.06.23	101-42130-42810	UTILITIES-TRA	1501 W CEDAR	197872	10.62
		I-2943370-3.06.23	101-42130-42810	UTILITIES-TRA	SPRUCE AND CABELA DR LT	197872	72.63
		I-3045379-9.06.23	101-42130-42810	UTILITIES-TRA	800 N CAPITAL	197872	10.94
		I-3045401-1.06.23	101-42130-42810	UTILITIES-TRA	921 N CAPITAL	197872	11.25
01-02880	THUNE TRUE VALUE & APPL						
		I-B275181	101-42130-42600	SUPPLIES	GAS HOSE,KEYS	197911	7.76
01-04871	SD DEPT OF TRANSPORTATI						
		I-S00129222	101-42130-42545	PAINT	FIN SYS TRAN	197897	990.80

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-06045	TRAFFIC CONTROL CORPORA						
		I-143998	101-42130-43410	BATTERY BACKU	BATTERY BACKUP	197915	7,620.00
01-08524	HR GREEN INC						
		I-2022-8 P.E. #10	101-42130-43320	UPGRADE SIGNA	2022-8 P.E. #10	197841	1,194.50
01-09118	MOBOTREX						
		I-266363	101-42130-42530	TRAFFIC LIGHT	ALUMINUM WITH PLASTIC DOOR	197866	215.00
01-09703	AMAZON CAPITAL SERVICES						
		C-1W9Y-PXM9-1LXN	101-42130-42545	PAINT	RETURNED SWITCH	197783	63.96-
		I-19FG-3YWC-D3GD	101-42130-42545	PAINT	HONDA STARTER	197783	84.60
					DEPARTMENT 2130 TRAFFIC DEPARTMENT	TOTAL:	12,083.30

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00439	CHARLIE'S SHOE REPAIR					
		I-386121	101-42200-42641	PROTECTIVE CL ZIPPER REPAIR	197801	47.50
01-01199	STURDEVANTS AUTO VALUE					
		I-815016323	101-42200-42500	REPAIR & MAIN FILTERS,SWITCHES	197907	442.09
01-01202	TK ELECTRIC					
		I-20049	101-42200-42500	REPAIR & MAIN CHARGER REPAIR	197913	71.43
01-01518	VERIZON WIRELESS					
		I-9936621803	101-42200-42800	TELEPHONE ACCT #786752327-00002	197918	100.03
01-01830	NORTHWESTERN ENERGY					
		I-2583799-8.06.23	101-42200-42810	UTILITIES 201 W 1ST AVE	197872	3,062.15
01-04066	BOYER FORD TRUCKS INC					
		I-004P25649	101-42200-42500	REPAIR & MAIN WATER PUMP KIT,CORROSION GSKT	197796	297.50
		I-004P25724	101-42200-42500	REPAIR & MAIN SEAL KIT	197796	199.18
01-08380	PETERBILT OF SIOUX FALL					
		I-A599491	101-42200-42500	REPAIR & MAIN RUBBER VIBRATION DAMPER	197881	442.23
01-09829	SD REDBOOK FUND					
		I-2839	101-42200-42700	TRAVEL, CONF PUMP AERIAL OPERATOR TRAING	197899	1,623.00
01-10486	AT&T MOBILITY - POLICE					
		I-9001X06232023	101-42200-42800	TELEPHONE ACCT #287283989001	197788	104.64
				DEPARTMENT 2200 FIRE DEPARTMENT	TOTAL:	6,389.75

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00145	AMERICAN GARAGE DOOR CO						
		I-M39028	101-43100-42600	SUPPLIES	GARAGE DOOR MOTOR	197784	325.00
01-00436	CHS FARMERS ALLIANCE						
		I-IY4847	101-43100-42500	REPAIRS	TIRE REPAIR	197803	30.00
		I-IY4968	101-43100-42500	REPAIRS	MOUNT TIRE	197803	25.00
01-00917	DAKOTA FLUID POWER INC						
		I-7088780	101-43100-42600	SUPPLIES	HYDRAULIC HOSES	197811	2,429.46
01-01199	STURDEVANTS AUTO VALUE						
		I-815016315	101-43100-42600	SUPPLIES	AIR,OIL FILTERS,WASHERS,JOINTS	197907	275.24
01-01830	NORTHWESTERN ENERGY						
		I-2576521-5.06.23	101-43100-42800	UTILITIES	1405 W 8TH AVE	197872	725.72
01-02527	TRANSOURCE						
		I-41P34415	101-43100-42600	SUPPLIES	PARTS	197916	163.84
		I-41P34954	101-43100-42600	SUPPLIES	OIL FILTERS	197916	48.78
01-02650	STAN HOUSTON EQUIP CO I						
		I-2281940	101-43100-42600	SUPPLIES	UPPER & LOWER RADIATOR HOSES	197904	225.60
01-02676	JAMES ZARD						
		I-06222023	101-43100-42650	UNIFORMS	UNIFORMS REIMBURSED	197924	194.78
01-02679	MENARD'S INC						
		I-54146	101-43100-42600	SUPPLIES	WATER,PLATES	197858	256.36
01-04066	BOYER FORD TRUCKS INC						
		I-004P25600	101-43100-42600	SUPPLIES	FUEL TANK,BRACKETS,COVER	197796	974.41
		I-004P25763	101-43100-42600	SUPPLIES	PUMP,CORE,FREIGHT	197796	1,137.17
01-08108	SNAP-ON CREDIT, LLC						
		I-040623114250	101-43100-42600	SUPPLIES	AIR ADJUSTABLE VALVES	197902	239.45
01-09006	CLEAN SWEEP						
		I-6493	101-43100-42600	SUPPLIES	SQUEEGEES, SUPPLIES	197806	592.00
01-09138	MIDSTATES EQUIPMENT & S						
		I-223547	101-43100-42640	RUBBER CRACK	MELTER RENTAL	197862	7,295.00
01-09358	JASON DICUS						
		I-06262023	101-43100-42650	UNIFORMS	REIMBURSE PANTS,SHIRT	197820	69.93
01-09512	ENVIRONMENTAL EQUIPMENT						
		I-23109	101-43100-42600	SUPPLIES	BACK UP ALARM AMP	197825	102.99

DEPARTMENT 3100 STREET DEPARTMENT TOTAL: 15,110.73

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC						
		I-1648824	101-43110-42650	UNIFORMS	THURMAN-POCKET TEES	197890	51.96
01-01518	VERIZON WIRELESS						
		I-9931273126A	101-43110-42800	UTILITIES	ACCT #886931646-00001	197918	80.02
01-03114	SUBWAY						
		I-1/A-607585	101-43110-42750	PLANNING COMM	PLANNING COMMISSION MEALS	197908	47.94
01-03678	INTERSTATE OFFICE PRODU						
		I-01DZ0312	101-43110-42600	SUPPLIES	PENCILS	197846	43.67
		I-01DZ0358	101-43110-42600	SUPPLIES	ORGANIZER	197846	13.38
		I-01DZ0367	101-43110-42600	SUPPLIES	PRINTER LABELS	197846	18.09
		I-01DZ0784	101-43110-42600	SUPPLIES	PRINTER LABELS	197846	29.99
		I-01DZ0870	101-43110-42600	SUPPLIES	STORAGE CLIP BOARD	197846	21.57
		I-01DZ1153	101-43110-42600	SUPPLIES	POLY JACKETS	197846	81.96
01-06708	CDW GOVERNMENT INC						
		I-KB17089	101-43110-42694	COMPUTER HARD	ANTI-GLARE LED DISPLAY	197798	192.94
01-09172	AAA LAWN CARE AND MAINT						
		I-900	101-43110-42916	NUISANCE ABAT	PROPERTIES MOWINGS	197779	2,639.00
					DEPARTMENT 3110 PUBLIC WORKS ADMIN	TOTAL:	3,220.52

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3120 STREET & SIDEWALK CONST BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01321	MEBIUS NURSERY & LANDSC					
		I-126864	101-43120-42521	SIDEWALK CONS SERVICE CALLS	197856	550.00
01-02786	DEGEN STUMP REMOVAL INC					
		I-20171292	101-43120-43325	NORWAY/ROWLEY NORWAY ASH TREE REMOVAL	197818	1,600.00
01-03884	COMMERCIAL ASPHALT/SPEN					
		I-2022-15 P.E. #2	101-43120-43300	STREET OVERLA 2022-15 P.E. #2	197808	68,476.00
		I-2023-15 P.E. #1	101-43120-43300	STREET OVERLA 2023-15 P.E. #1	197808	33,422.80
01-04871	SD DEPT OF TRANSPORTATI					
		I-2022-36 P.E. #5	101-43120-42200	PROF SERVICES 2022-36 P.E. #5	197897	2,520.65
01-08560	FIRST RATE EXCAVATE INC					
		I-2022-2 P.E. #4	101-43120-43300	STREET OVERLA 2022-2 P.E. #4	197830	20,089.55
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		126,659.00

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY						
		I-3288018-9.06.23	101-43150-42800	UTILITIES	CABELA DR	197872	25.02
01-08417	INFRASTRUCTURE DESIGN G						
		I-2021-25 P.E. #6	101-43150-43317	LIVESAY UTILI	2021-25 P.E. #6	197842	20,870.95
				DEPARTMENT 3150	STORM DRAINAGE	TOTAL:	20,895.97

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE						
		I-IF5834	101-43700-42610	GAS & FUEL	GOLF RUBY FIELDMASTER	197803	83.13
		I-IF5835	101-43700-42610	GAS & FUEL	GOLF UNLEADED FUEL	197803	136.34
		I-IF6104	101-43700-42610	GAS & FUEL	GOLF RUBY FIELDMASTER	197803	293.27
		I-IF6105	101-43700-42610	GAS & FUEL	GOLF RUBY FIELDMASTER	197803	214.05
		I-IF6106	101-43700-42610	GAS & FUEL	GOLF UNLEADED FUEL	197803	205.73
01-01130	KIMBALL-MIDWEST						
		I-101142728	101-43700-42600	SUPPLIES & MA	NUTS,LUBRICANT,FITTINGS,GLASS	197850	189.70
01-01355	MIDWEST TURF & IRRIGATI						
		C-3906462-00	101-43700-42600	SUPPLIES & MA	RETURN BLADE	197864	117.60-
		I-3907098-00	101-43700-42600	SUPPLIES & MA	BRAKE CABLES, DECAL	197864	310.14
		I-3909578-00	101-43700-42600	SUPPLIES & MA	PEDAL SPRING	197864	24.23
01-01457	MIDWEST FIRE & SAFETY						
		I-100756	101-43700-42500	REPAIR & MAIN	FIRE EXTINGUISHER INSPECTION	197863	161.50
01-01490	MUELLER LUMBER CO. INC.						
		I-290206	101-43700-42600	SUPPLIES & MA	HEM FIR WOOD,DEET REPELLENT	197868	65.54
01-01518	VERIZON WIRELESS						
		I-9931273126A	101-43700-42800	UTILITIES	ACCT #886931646-00001	197918	71.52
01-01590	MCLEOD'S PRINTING						
		I-67830	101-43700-42600	SUPPLIES & MA	COPY PAPER	197855	55.99
01-01830	NORTHWESTERN ENERGY						
		I-2581639-8.06.23	101-43700-42800	UTILITIES	700 W 23RD AVE	197872	147.20
		I-2581641-4.06.23	101-43700-42800	UTILITIES	W 23RD	197872	10.15
		I-2581642-2.06.23	101-43700-42800	UTILITIES	600 W 23RD AVE PUMP	197872	316.22
01-02495	SCOTT SUPPLY CO.						
		I-12418P	101-43700-42600	SUPPLIES & MA	COUPLINGS	197895	79.50
01-02880	THUNE TRUE VALUE & APPL						
		I-A542847	101-43700-42600	SUPPLIES & MA	NUTS & BOLTS	197911	10.80
		I-B274712	101-43700-42600	SUPPLIES & MA	BRUSH,BOLTS,STAIN KILLER	197911	57.62
01-09703	AMAZON CAPITAL SERVICES						
		I-1FWY-VFJ1-67YM	101-43700-42600	SUPPLIES & MA	TURF TIRES	197783	59.99
		I-1XWL-97GT-FGD1	101-43700-42600	SUPPLIES & MA	PULL START ASSEMBLY	197783	33.52
					DEPARTMENT 3700 CEMETERY TOTAL:		2,408.54

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.06.23	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	197872	172.58
				DEPARTMENT 4120 ANIMAL CONTROL TOTAL:		172.58

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01015	INGRAM LIBRARY SERVICES						
		I-76395703	101-45500-43420	BOOKS	BOOKS	197843	304.13
		I-76410640	101-45500-43420	BOOKS	BOOK	197843	16.20
		I-76442125	101-45500-43420	BOOKS	BOOKS	197843	151.72
		I-76501230	101-45500-43420	BOOKS	BOOKS	197843	324.77
		I-76512080	101-45500-43420	BOOKS	BOOKS	197843	32.38
01-01450	MUTH ELECTRIC INC						
		I-658166	101-45500-42500	REPAIR & MAIN	REPLACE SMOKE DETECTORS	197869	3,036.00
01-01830	NORTHWESTERN ENERGY						
		I-2585828-3.06.23	101-45500-42800	UTILITIES	221 N DUFF ST	197872	2,782.82
01-02679	MENARD'S INC						
		I-54026	101-45500-42600	SUPPLIES & MA	UTILITY KNIFE,PLIERS	197858	18.98
01-05088	BLACKSTONE PUBLISHING						
		I-2105171	101-45500-43421	AUDIO-VISUAL	AUDIOBOOKS	197795	145.55
01-06026	CENTER POINT LARGE PRIN						
		I-2017165	101-45500-43420	BOOKS	LARGE PRINT BOOKS	197799	94.08
01-06583	BAKER & TAYLOR						
		I-2037584543	101-45500-43420	BOOKS	CHILDREN'S BOOK	197790	10.92
		I-2037587898	101-45500-43420	BOOKS	REFERENCE BOOKS	197790	172.06
01-08223	OVERDRIVE INC						
		I-02495CO23187937	101-45500-42693	E-BOOKS/AUDIO	EBOOKS,EAUDIOBOOKS	197878	1,227.58
		I-02495CO2395996	101-45500-42693	E-BOOKS/AUDIO	EBOOKS,EAUDIOBOOKS	197878	1,907.27
		I-02495DA23195374	101-45500-42693	E-BOOKS/AUDIO	EBOOKS,EAUDIOBOOKS	197878	142.97
01-09703	AMAZON CAPITAL SERVICES						
		I-1MJP-1MYY-7F1P	101-45500-43421	AUDIO-VISUAL	PARACHUTES FOR KIDS	197783	61.98
		I-1WG6-4MDV-6VW9	101-45500-42600	SUPPLIES & MA	COLORED PAPER	197783	196.54

DEPARTMENT 5500 LIBRARY TOTAL: 10,625.95

FUND 101 GENERAL TOTAL: 216,841.81

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1644031	201-45110-42605	SUPPLIES & MA COMMAND STRIPS,TAPE	197890	23.06
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-GENERAL		
01-02560	PEPSI COLA COMPANY					
		I-97774952	201-45110-42601	CONCESSION SU POP,JUICE,GATORADES,WATER	197880	1,061.50
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
01-02679	MENARD'S INC					
		I-53835	201-45110-42602	POOL CHEMICAL MURIATIC ACID	197858	89.90
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-54537	201-45110-42600	SUPPLIES & MA OUTDOOR GAMES	197858	60.96
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-02790	SUN GOLD SPORTS LLC					
		I-21107	201-45110-42600	SUPPLIES & MA PROGRAM SHIRTS	197909	2,128.00
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A542747	201-45110-42600	SUPPLIES & MA NUTS,BOLTS	197911	2.80
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-02987	DWU BASEBALL ASSN					
		I-06132023	201-45110-42250	PROGRAMMING S DWU BASEBALL SERVICES	197822	3,155.00
01-03267	WALMART/CAPITAL ONE					
		I-02369	201-45110-42600	SUPPLIES & MA SUNSCREEN	197921	73.79
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-03700	CORE-MARK MIDCONTINENT					
		C-1047346	201-45110-42601	CONCESSION SU RETURNED PORTION CUPS	197810	39.91-
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		C-1054927	201-45110-42601	CONCESSION SU RETURNED ORDER FEE MINIMUM	197810	36.00-
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-1067359	201-45110-42601	CONCESSION SU AIRHEADS,CANDY,PRETZELS,BUNS	197810	975.42
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-1080951	201-45110-42601	CONCESSION SU CANDY,CHIPS,CHEESE,ICE CREAM	197810	2,066.73
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-1080952-700	201-45110-42601	CONCESSION SU FOAM PLATES	197810	60.20
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
01-08515	SD DEPT OF PUBLIC SAFET					
		I-116766	201-45110-42550	REPAIR & MAIN BOILER CERT FEE	197896	300.00
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
01-08594	MAKE IT MINE DESIGNS					
		I-26735	201-45110-42350	PUBLISHING-AQ BILLBOARD DESIGN FEE	197854	225.00
	PROJ: J50-MK-IT-MN	OUTDOOR AQUATIC CENTER		PUBLISHING-MAKE-IT-MINE		

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09556	DAKOTA WESLEYAN TRACK					
		I-06132023	201-45110-42250	PROGRAMMING S DWU TRACK PROGRAM SERVICES	197814	1,637.00
01-10256	DAKOTA WESLEYAN UNIVERS					
		I-06132023	201-45110-42250	PROGRAMMING S ESPORTS P&R PROGRAM SERVICE	197815	760.00
				DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:		12,543.45

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01497	GRAINGER					
		I-9726716716	201-45140-42600	SUPPLIES & MA CLEANING VINEGAR	197834	32.92
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-9728138943	201-45140-42600	SUPPLIES & MA PADDLE KIT	197834	51.17
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-9728556243	201-45140-42500	REPAIR & MAIN ZURN BRASS CARTRIDGE	197834	99.12
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
		I-9729519174	201-45140-42600	SUPPLIES & MA BATTERY	197834	7.51
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-9730581809	201-45140-42600	SUPPLIES & MA LQD LVL SWCH	197834	22.40
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-01830	NORTHWESTERN ENERGY					
		I-3510842-2.06.23	201-45140-42800	UTILITIES 1300 N MAIN CNTR	197872	4,165.21
	PROJ: J02-ELE/GAS	INDOOR AQUATIC CTR		UTILITIES-ELECTRIC/GAS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A542474	201-45140-42600	SUPPLIES & MA PACK TAPE	197911	7.49
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09633	STAPLES					
		I-3539578846	201-45140-42600	SUPPLIES & MA GLOVES,WHITEBOARD FRAME,TAPE	197905	176.61
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	4,562.43

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4574	201-45160-42600	SUPPLIES & MA POSTAGE 06.01-15.2023	197885	0.63
01-00424	RUNNINGS SUPPLY INC					
		I-1644240	201-45160-43400	CAPITAL EQUIP RATCHETS,COUPLERS	197890	883.82
	PROJ: H01-43400	SPORTS COMPLEX EQUIPMENT		CAPITAL EQUIPMENT		
		I-1648498	201-45160-42600	SUPPLIES & MA RAIN GAUGE	197890	3.99
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-1648682	201-45160-42600	SUPPLIES & MA FILE GUIDE	197890	45.99
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01355	MIDWEST TURF & IRRIGATI					
		C-3908475-00	201-45160-42500	REPAIR & MAIN RETURNED BUSHING	197864	42.32-
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-3912143-00	201-45160-42500	REPAIR & MAIN SPRAYER TANK	197864	253.96
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01404	MITCHELL IRON & SUPPLY					
		I-79549	201-45160-42600	SUPPLIES & MA WASHERS,BUSHINGS,SCREWS	197865	17.54
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-9931273126A	201-45160-42800	UTILITIES ACCT #886931646-00001	197918	46.83
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.06.23	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	197872	1,062.01
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2834109-7.06.23	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	197872	1,153.88
	PROJ: H15-42800	LAK MITCHELL PUMP CADWELL		UTILITIES		
		I-2991007-2.06.23	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	197872	184.16
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S102750049.001	201-45160-42600	SUPPLIES & MA PLUMBING REPAIR PARTS,ACCT704	197813	863.92
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-S102811979.001	201-45160-42600	SUPPLIES & MA REPAIR KIT,ACCT 704	197813	65.25
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-S102824079.001	201-45160-42500	REPAIR & MAIN LASCO ELBOW,ADPTR,ACCT704	197813	111.56
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-S102825641.001	201-45160-42600	SUPPLIES & MA CHROME REPAIR KIT,ACCT 704	197813	173.11
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2023-19 P.E. #2	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #2	197894	1,060.00
01-02679	MENARD'S INC					
		I-54280	201-45160-42600	SUPPLIES & MA TOILET CLEANER	197858	13.44
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-54425	201-45160-42602	CHEMICALS TRIAZICIDE	197858	41.82
	PROJ: H07-42602	PEPSI COMPLEX		CHEMICALS		

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02804	TMA STORES					
		I-96808	201-45160-42500	REPAIR & MAIN LOOSE TIRE REPAIR	197914	122.42
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-141869	201-45160-42600	SUPPLIES & MA TOILET PAPER	197849	183.00
	PROJ: H05-42600		SOFTBALL	SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A543378	201-45160-42600	SUPPLIES & MA KEYS	197911	9.96
	PROJ: H10-42600		MUNROE PARK	SUPPLIES/MATERIALS		
01-07595	RAIN OUT LLC					
		I-232034	201-45160-42600	SUPPLIES & MA FIELD DRY & CONDITIONER	197887	559.90
	PROJ: H04-42600		BASEBALL	SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12222565	201-45160-42500	REPAIR & MAIN SPACERS,RINGS,PINS	197797	41.46
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
		I-12222569	201-45160-42500	REPAIR & MAIN RADIATOR REPAIR	197797	250.00
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
		I-12223216	201-45160-42500	REPAIR & MAIN HOSE FITTINGS	197797	100.36
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-08604	3D SECURITY INC					
		I-57288FA	201-45160-42500	REPAIR & MAIN BILLING SERVICE CALL	197776	380.00
	PROJ: H06-42500		ARENA-NORTH RINK	REPAIR-MAINTENANCE		

DEPARTMENT 5160 SPORTS COMPLEXES TOTAL: 7,586.69

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5165 CADWELL CONCESSIONS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03700	CORE-MARK MIDCONTINENT					
		C-1051422	201-45165-42610	COST OF GOODS REFUND MINIMUM ORDER FEE	197810	25.00-
				DEPARTMENT 5165 CADWELL CONCESSIONS TOTAL:		25.00-

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00046	JEAN NELSON					
		I-06142023	201-45210-42604	TREES REIMBURSE TREE	197870	24.44
	PROJ: H52-42604	FORESTRY		TREES		
01-00356	QUALIFIED PRESORT					
		I-2279-4574	201-45210-42600	SUPPLIES & MA POSTAGE 06.01-15.2023	197885	1.26
01-00424	RUNNINGS SUPPLY INC					
		I-1641831	201-45210-42600	SUPPLIES & MA CUTTING WHEELS	197890	10.36
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1641850	201-45210-42600	SUPPLIES & MA SCREW LAG,TIE DOWN STRAPS,BEAR	197890	98.53
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1642554	201-45210-42600	SUPPLIES & MA CUTTING WHEEL	197890	25.90
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1646674	201-45210-42600	SUPPLIES & MA Y-VALVE,FITTINGS	197890	36.95
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
		I-1647076	201-45210-42600	SUPPLIES & MA WINCH STRAP,PLIERS,FITTINGS	197890	93.21
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
		I-1647129	201-45210-42602	CHEMICALS ROUNDUP,MANIFOLD BRASS	197890	230.95
	PROJ: H87-42602	PATTON YOUNG		CHEMICALS		
01-01518	VERIZON WIRELESS					
		I-9931273126A	201-45210-42800	UTILITIES ACCT #886931646-00001	197918	41.83
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.06.23	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	197872	108.63
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.06.23	201-45210-42800	UTILITIES PATTON YOUNG	197872	98.92
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.06.23	201-45210-42800	UTILITIES ACCESS LOT METER	197872	10.46
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.06.23	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	197872	45.89
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-2997129-8.06.23	201-45210-42800	UTILITIES 800 E 11TH AVE	197872	20.61
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-3975323-1.06.23	201-45210-42800	UTILITIES 502 S LAWLER ST	197872	53.22
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3975325-6.06.23	201-45210-42800	UTILITIES 612 W ASH AVE	197872	33.39
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S102809266.001	201-45210-42600	SUPPLIES & MA BATHROOM SINK,ACCT 704	197813	76.51
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-54018A	201-45210-42600	SUPPLIES & MA FOOT PLATE,BRACKETS,MOP HEAD	197858	192.15
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
		I-54021	201-45210-42600	SUPPLIES & MA PLASTIC ANCHOR	197858	1.29
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC	continued				
		I-54098	201-45210-42600	SUPPLIES & MA FLAT WASHERS	197858	1.75
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
		I-54105	201-45210-42600	SUPPLIES & MA FLEX EXTENSION,P-TRAP	197858	10.98
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
		I-54150	201-45210-42600	SUPPLIES & MA FOUNDATIONS,BRASS CAP	197858	54.18
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-96679	201-45210-42500	REPAIR & MAIN TIRES	197914	1,006.87
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-141798	201-45210-42600	SUPPLIES & MA LINERS,T-PAPER,GLOVES	197849	499.88
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-B274559	201-45210-42600	SUPPLIES & MA MANIFOLD	197911	27.99
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12222556	201-45210-42500	REPAIR & MAIN BELT	197797	35.65
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-12222561	201-45210-42600	SUPPLIES & MA BLADES	197797	123.74
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
		I-12222566	201-45210-42500	REPAIR & MAIN SWITCH,JUMPER	197797	68.92
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-09058	SITEONE LANDSCAPE SUPPL					
		I-130889300-001	201-45210-42600	SUPPLIES & MA CHECK VALVE,DECODER	197901	2,335.01
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-09200	HOHBACH ELECTRIC INC					
		I-1781	201-45210-42500	REPAIR & MAIN REPLACED LED LIGHT @ DAY CAMP	197840	655.07
	PROJ: H67-42500	DAY CAMP		REPAIR/MAINTENANCE		
				DEPARTMENT 5210 PARKS	TOTAL:	6,024.54

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-9931273126A	201-45220-42800 UTILITIES	ACCT #886931646-00001	197918	46.83
				DEPARTMENT 5220 SUPERVISION TOTAL:		46.83
				FUND 201 PARK FUND TOTAL:		30,738.94

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IH9590	203-45220-42500	REPAIRS & MAI WILLIAMS DRONE KELLY PROP	197803	483.25
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-14	203-45220-42200	PROFESSIONAL 2021-20 P.E. #PH2-14	197791	44,721.22
				DEPARTMENT 5220 LAKE	TOTAL:	45,204.47
				FUND 203 LAKE MITCHELL	TOTAL:	45,204.47

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01321	MEBIUS NURSERY & LANDSC					
		I-126771	211-46311-42963	COMMUNITY PRO DRIP SYSTEM FOR PLANTERS	197856	2,500.00
				DEPARTMENT 6311 ENTERTAINMENT TAX TOTAL:		2,500.00
				FUND 211 ENTERTAINMENT TAX TOTAL:		2,500.00

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 213 BUSINESS IMPROV DIST #3
DEPARTMENT: 6311 BUSINESS IMPROV DIST #3 BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04007	ED ANDERSON					
		I-06262023	213-46311-42900	PROJECT IMPRO DIST #3-ROOF REPAIR	197785	4,800.00
01-10621	MELISSA & DAVID SCHWALM					
		I-06262023	213-46311-42900	PROJECT IMPRO BID DIST #3-PHASE 2 TUCK POINT	197857	4,800.00
				DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:		9,600.00
				FUND 213 BUSINESS IMPROV DIST #3 TOTAL:		9,600.00

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911 BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02118	POWERPHONE INC					
		I-80151	214-43500-42910	SERVICE CONTR TOTAL RESPONSE SOFTWARE	197882	2,961.58
01-03267	WALMART/CAPITAL ONE					
		I-02415	214-43500-42600	SUPPLIES & MA TOASTER	197921	22.96
01-10486	AT&T MOBILITY - POLICE					
		I-9001X06232023	214-43500-42800	UTILITIES - T ACCT #287283989001	197788	45.31
				DEPARTMENT 3500 E-911	TOTAL:	3,029.85
				FUND 214 E-911 EMERGENCY	TOTAL:	3,029.85

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5140 MVP BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-07987	AT&T MOBILITY - PALACE						
		I-3882X06232023	218-45140-42800	UTILITIES	ACCT #287298243882	197787	12.58
				DEPARTMENT 5140 MVP		TOTAL:	12.58

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00445	CITY OF MITCHELL					
		I-04.000200.00.06.23	218-45150-42810	UTILITIES-GAR BUS BARN/CAR WASH	197804	272.03
	PROJ: E01-GAUT	5311-FY18/19		Garage Utilities		
01-01199	STURDEVANTS AUTO VALUE					
		I-815015821	218-45150-42500	REPAIR AND MA HALOGEN LIGHTS, FAN	197907	100.91
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815016318	218-45150-42500	REPAIR AND MA OIL FILTERS,STOPLIGHT ASSEMBLY	197907	66.55
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01830	NORTHWESTERN ENERGY					
		I-2782802-9.06.23	218-45150-42810	UTILITIES-GAR 1321 W 8TH	197872	195.52
	PROJ: E01-GAUT	5311-FY18/19		Garage Utilities		
01-02624	SD PUBLIC ASSURANCE ALL					
		I-29628	218-45150-42110	INSURANCE ADDITIONAL BUS COVERAGES	197898	1,753.72
01-07987	AT&T MOBILITY - PALACE					
		I-3882X06232023	218-45150-42800	UTILITIES ACCT #287298243882	197787	43.84
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
		I-3882X06232023	218-45150-42920	COMPUTER SOFT ACCT #287298243882	197787	407.67
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
01-08965	PRO-VISION SOLUTIONS, L					
		I-INV2118255	218-45150-43411	COMPUTER HARD CAMERAS FOR NEW BUSES	197883	1,250.75
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	4,090.99

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00445	CITY OF MITCHELL						
		I-04.001400.00.06.23	218-45180-42800	UTILITIES	300 1ST AVE W-JVCC	197804	430.58
01-01830	NORTHWESTERN ENERGY						
		I-3358242-0.06.23	218-45180-42800	UTILITIES	300 W 1ST AVE	197872	1,602.95
01-07987	AT&T MOBILITY - PALACE						
		I-3882X06232023	218-45180-42800	UTILITIES	ACCT #287298243882	197787	12.58
				DEPARTMENT 5180	JVCC	TOTAL:	2,046.11
				FUND 218	COMMUNITY SERVICES	TOTAL:	6,149.68

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-07987	AT&T MOBILITY - PALACE						
		I-3882X06232023	219-45140-42800	UTILITIES	ACCT #287298243882	197787	12.59
01-09069	BIG DADDY D'S INC						
		I-824	219-45140-42911	CONTRACT SERV	SR MEALS 06.05-09.2023	197794	2,223.60
		I-825	219-45140-42911	CONTRACT SERV	SR MEALS 06.12-16.2023	197794	2,176.00
		I-826	219-45140-42911	CONTRACT SERV	SR MEALS 06.20-23.2023	197794	1,876.80
				DEPARTMENT 5140	NUTRITION	TOTAL:	6,288.99
				FUND 219	NUTRITION	TOTAL:	6,288.99

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00044	ANGIE FILLAUS					
		I-03272023	602-381369	REFUNDS AND R REFUND WATER TRANSFER FEE	197829	50.00
01-09535	TIFFANY ALBERTSON					
		I-06122023	602-381369	REFUNDS AND R REFUND WATER TRANSFER FEE	197782	50.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	100.00

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3330 WATER TREATMENT PLANT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00403	CITY OF SIOUX FALLS					
		I-26369	602-43330-42550	LAB FEES MAY WATER TESTS	197805	29.00
01-00520	HAWKINS INC					
		I-6499129	602-43330-42600	SUPPLIES & MA CHEMICALS	197836	50.00
01-01696	DAKOTA PUMP & CONTROL I					
		I-17000	602-43330-42500	REPAIR & MAIN AIR RELEASE VALVE	197812	2,142.47
01-02372	AGRONOMY PLUS INC					
		I-22340	602-43330-42600	SUPPLIES & MA AMINE,GLYPHOSATE	197780	335.00
01-02679	MENARD'S INC					
		I-54250	602-43330-42600	SUPPLIES & MA LED,GORILLA TAPE,CABLE TIES	197858	189.89
01-08281	ARAMARK					
		I-6380105469	602-43330-42600	SUPPLIES & MA MOP CLEANING	197786	41.07
				DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:		2,787.43

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00250	BIERSCHBACH EQUIPMENT &					
		I-024471	602-43340-43348 WATER MAIN-RO	TRENCH ROLLER	197793	1,548.00
01-00356	QUALIFIED PRESORT					
		I-2279-4574	602-43340-42660 POSTAGE	POSTAGE 06.01-15.2023	197885	37.38
01-00424	RUNNINGS SUPPLY INC					
		I-1644271	602-43340-42600 SUPPLIES & MA	DISCHARGE HOSE	197890	69.99
		I-1644449	602-43340-42600 SUPPLIES & MA	STARTER ROPE	197890	7.69
01-01199	STURDEVANTS AUTO VALUE					
		I-815016313	602-43340-42600 SUPPLIES & MA	AIR FRAM,FILTERS,HYDRAULICS	197907	124.56
01-01518	VERIZON WIRELESS					
		I-9931273126A	602-43340-42800 UTILITIES	ACCT #886931646-00001	197918	93.66
01-01590	MCLEOD'S PRINTING					
		I-68267	602-43340-42910 BILLING OFFIC	WINDOW ENVELOPES	197855	99.97
01-01819	NORTHWEST PIPE FITTINGS					
		I-422060	602-43340-42600 SUPPLIES & MA	TOP BOLT MULTI-RANGE CPLG	197871	2,654.22
		I-422061	602-43340-42600 SUPPLIES & MA	DOMESTIC VALVE BOX,WATER LID	197871	3,696.11
01-01830	NORTHWESTERN ENERGY					
		I-2576810-2.06.23	602-43340-42800 UTILITIES	1224 1/2 W 5TH AVE	197872	45.02
		I-2941237-6.06.23	602-43340-42800 UTILITIES	1416 E SPRUCE ST	197872	43.59
01-02143	HDR ENGINEERING INC					
		I-2022-22 P.E. #10	602-43340-42225 PROFESSIONAL	2022-22 P.E. #10	197837	901.25
01-02470	CORE & MAIN LP					
		I-S892504	602-43340-42600 SUPPLIES & MA	PIPES	197809	1,766.00
		I-S979555	602-43340-42600 SUPPLIES & MA	VARIETY OF SS TAP SAD	197809	2,613.01
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2021-3 P.E. #14	602-43340-43358 PAINT WEST WT	2021-3 P.E. #14	197894	10,186.22
		I-2021-45 P.E. #17	602-43340-43333 HIGHWAY 37 WA	2021-45 P.E. #17	197894	2,478.75
		I-2021-45 P.E. #18	602-43340-43333 HIGHWAY 37 WA	2021-45 P.E. #18	197894	3,977.50
01-02679	MENARD'S INC					
		I-54141	602-43340-42600 SUPPLIES & MA	STRAIN,ELBOWS,CAPS	197858	29.11
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #6	602-43340-43326 LIVESAY UTILI	2021-25 P.E. #6	197842	1,439.38
01-08466	CHR SOLUTIONS INC					
		I-764645	602-43340-42660 POSTAGE	MONTHLY BILLING SERVICE	197802	784.17
		I-764645	602-43340-42910 BILLING OFFIC	MONTHLY BILLING SERVICE	197802	378.58

DEPARTMENT 3340 WATER DISTRIBUTION TOTAL: 32,974.16

FUND 602 WATER TOTAL: 33,661.59

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3200 WASTE WATER TREATMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00047	WILLIAMS DRONES						
		I-1007	604-43200-42500	REPAIRS	PASTURE GRASS SPRAYING	197923	1,500.00
01-00356	QUALIFIED PRESORT						
		I-2279-4574	604-43200-42660	POSTAGE	POSTAGE 06.01-15.2023	197885	36.75
01-01518	VERIZON WIRELESS						
		I-9931273126A	604-43200-42800	UTILITIES	ACCT #886931646-00001	197918	46.83
01-02143	HDR ENGINEERING INC						
		I-2021-31 P.E. #27	604-43200-43300	NORTH PLANT I	2021-31 P.E. #27	197837	35,784.49
		I-2022-1 P.E. #5	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #5	197837	6,141.25
01-02409	ENVIRONMENTAL RESOURCE						
		I-044660	604-43200-42600	SUPPLIES	PH HARDNESS SIMPLE	197826	464.83
01-02602	PUBLIC HEALTH LABORATOR						
		I-10610326	604-43200-42550	LABORATORY FE	TESTING	197884	195.00
01-02679	MENARD'S INC						
		I-54113	604-43200-42600	SUPPLIES	WATER,BLUE TOWELS,BLEACH	197858	156.65
01-06311	SUNSHINE FILTERS OF PIN						
		I-148545	604-43200-42600	SUPPLIES	FILTER ELEMENT	197910	381.88
01-08466	CHR SOLUTIONS INC						
		I-764645	604-43200-42660	POSTAGE	MONTHLY BILLING SERVICE	197802	784.17

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 45,491.85

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3250 WASTE WATER COLLECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR						
		I-608/1	604-43250-42600	SUPPLIES	BALL VALVE	197823	27.98
01-01199	STURDEVANTS AUTO VALUE						
		I-815016317	604-43250-42600	SUPPLIES	OIL FILTERS	197907	67.61
01-01404	MITCHELL IRON & SUPPLY						
		I-79415	604-43250-42600	SUPPLIES	HOSE END,HYDRAULIC HOSE	197865	159.58
01-01590	MCLEOD'S PRINTING						
		I-68267	604-43250-42910	BILLING OFFIC	WINDOW ENVELOPES	197855	99.98
01-01830	NORTHWESTERN ENERGY						
		I-2572870-0.06.23	604-43250-42800	UTILITIES	1511 N COMMERCE	197872	197.63
		I-2582739-5.06.23	604-43250-42800	UTILITIES	1300 W NORWAY AVE	197872	111.80
		I-2809477-9.06.23	604-43250-42800	UTILITIES	1423 COUNTRY DR	197872	240.87
		I-2828568-2.05.23	604-43250-42800	UTILITIES	5709 ISLAND CT	197872	41.58
01-02143	HDR ENGINEERING INC						
		I-2022-22 P.E. #10	604-43250-42200	PROFESSIONAL	2022-22 P.E. #10	197837	901.25
01-02480	SCHMUCKER, PAUL, NOHR &						
		I-2021-45 P.E. #19	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #19	197894	1,018.75
		I-2023-16 P.E. #4	604-43250-43350	S HARMON/OHLM	2023-16 P.E. #4	197894	1,942.50
		I-2023-6 P.E. #3	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #3	197894	7,302.27
01-02537	SHERWIN-WILLIAMS COMPAN						
		I-6943-4	604-43250-42600	SUPPLIES	NEON GREEN PAINT	197900	1,251.36
01-02880	THUNE TRUE VALUE & APPL						
		I-B274308	604-43250-42600	SUPPLIES	GALV COUPLING	197911	5.99
01-07430	ELLIOTT EQUIPMENT CO						
		C-170994	604-43250-42600	SUPPLIES	RETURNED CLAMP HOSE SHACKLE	197824	1,026.85-
		I-173228	604-43250-42600	SUPPLIES	PLEATED AIR FILTERS	197824	866.38
		I-173375	604-43250-42600	SUPPLIES	SWIVEL ADAPTOR	197824	228.96
		I-173522	604-43250-42600	SUPPLIES	COUPLER DISCONNECTS	197824	566.21
01-08417	INFRASTRUCTURE DESIGN G						
		I-2021-25 P.E. #6	604-43250-43336	LIVESAY UTILI	2021-25 P.E. #6	197842	13,674.07
01-08466	CHR SOLUTIONS INC						
		I-764645	604-43250-42910	BILLING OFFIC	MONTHLY BILLING SERVICE	197802	378.58

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 28,056.50

FUND 604 SEWER TOTAL: 73,548.35

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 606 AIRPORT
DEPARTMENT: 3500 AIRPORT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS						
		I-9931273126A	606-43500-42800	UTILITIES	ACCT #886931646-00001	197918	46.83
01-02170	DAVISON COUNTY REGISTER						
		I-06202023	606-43500-42600	SUPPLIES & MA	INTERMENT RELEASE COPIES	197817	11.00
01-02624	SD PUBLIC ASSURANCE ALL						
		I-29623	606-43500-42100	INSURANCE	ADDITIONAL COVERAGE JOHN DEERE	197898	267.53
				DEPARTMENT 3500	AIRPORT	TOTAL:	325.36
				FUND 606	AIRPORT	TOTAL:	325.36

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3220 RECYCLING PROGRAM BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE						
		I-IY5261	612-43220-42600	SUPPLIES	DEF	197803	145.75
01-01199	STURDEVANTS AUTO VALUE						
		I-815016322	612-43220-42600	SUPPLIES	CRANKCASE VENTILATION	197907	508.61
01-01830	NORTHWESTERN ENERGY						
		I-3750165-7.06.23	612-43220-42800	UTILITIES	2801 E HAVENS ST	197872	135.02
					DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	789.38

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00262	GREAT WESTERN TIRE CO						
		I-620697	612-43230-42500	REPAIRS	CAPS,NAIL REPAIR,SECTION REPAI	197835	1,626.60
01-00356	QUALIFIED PRESORT						
		I-2279-4574	612-43230-42660	POSTAGE	POSTAGE 06.01-15.2023	197885	36.75
01-01199	STURDEVANTS AUTO VALUE						
		I-815016321	612-43230-42600	SUPPLIES	CABIN AIR FILTERS,FUEL FILTERS	197907	120.47
01-01590	MCLEOD'S PRINTING						
		I-68267	612-43230-42910	BILLING OFFIC	WINDOW ENVELOPES	197855	99.98
01-01830	NORTHWESTERN ENERGY						
		I-2576522-3.06.23	612-43230-42800	UTILITIES	1404 W 5TH AVE SHED	197872	47.51
01-08466	CHR SOLUTIONS INC						
		I-764645	612-43230-42660	POSTAGE	MONTHLY BILLING SERVICE	197802	784.16
		I-764645	612-43230-42910	BILLING OFFIC	MONTHLY BILLING SERVICE	197802	378.58

DEPARTMENT 3230 WASTE COLLECTION TOTAL: 3,094.05

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-4574	612-43240-42600	SUPPLIES	POSTAGE 06.01-15.2023	197885	30.00
01-00436	CHS FARMERS ALLIANCE						
		I-IF6388	612-43240-42610	GAS & OIL	LANDFILL RUBY FIELDMASTER	197803	1,656.59
01-01020	CENTRAL ELECTRIC COOPER						
		I-13061001.06.23	612-43240-42800	UTILITIES	ACCT #13061001	197800	687.36
01-01199	STURDEVANTS AUTO VALUE						
		I-815016320	612-43240-42600	SUPPLIES	FILTERS,CLAMPS	197907	134.35
01-02679	MENARD'S INC						
		I-54257	612-43240-42600	SUPPLIES	COUPLING,ELBOWS	197858	17.03
01-06543	EUROFINS ENVIRONMENT TE						
		I-3100124243	612-43240-42205	MONITOR GROUN	LABS	197828	3,034.00
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN4223152	612-43240-42600	SUPPLIES	PADS,PENS,SHIPPING FEE	197844	33.61
		I-IN4224105	612-43240-42600	SUPPLIES	STAPLES	197844	7.89

DEPARTMENT 3240 LANDFILL TOTAL: 5,600.83

FUND 612 SANITATION TOTAL: 9,484.26

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00045	TIM MONTANA AND THE SHR					
		I-06142023	613-45650-42905	ENTERTAINMENT 1ST HALF PYMNT PRE-STURGIS	197912	3,750.00
01-00356	QUALIFIED PRESORT					
		I-2279-4574	613-45650-42660	SHIPPING/POST POSTAGE 06.01-15.2023	197885	0.63
01-00424	RUNNINGS SUPPLY INC					
		I-1642588	613-45650-42600	SUPPLIES & MA GLOVES,AIR TOOL	197890	23.48
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-01590	MCLEOD'S PRINTING					
		I-67906	613-45650-42320	ADVERTISING/P VINYL LETTER,STICKER	197855	75.00
01-02560	PEPSI COLA COMPANY					
		I-97774489	613-45650-42610	COST OF GOODS BIBS,BUBBLRS	197880	782.48
01-02790	SUN GOLD SPORTS LLC					
		I-21097	613-45650-42600	SUPPLIES & MA DECORATOR SHIRTS	197909	757.53
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-02811	JONES SUPPLIES					
		I-141781	613-45650-42600	SUPPLIES & MA TOWELS,CLEANERS,LINERS,BLEACH	197849	387.50
		I-141892	613-45650-42600	SUPPLIES & MA HAND SOAP,TISSUE,TOWELS	197849	478.02
01-02880	THUNE TRUE VALUE & APPL					
		I-B275027	613-45650-42600	SUPPLIES & MA SYRINGES,STRAPS	197911	14.26
	PROJ: X04-42600	DECORATING		SUPPLIES		
		I-D26620	613-45650-42665	SMALL EQUIPME RANGE MICROWAVE	197911	249.00
01-03267	WALMART/CAPITAL ONE					
		I-01109	613-45650-42600	SUPPLIES & MA SUNSCREEN	197921	31.52
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-03700	CORE-MARK MIDCONTINENT					
		I-1067360	613-45650-42610	COST OF GOODS ICE CREAM,COFFEE,BUNS,CANDY	197810	3,950.08
		I-1067361-90	613-45650-42610	COST OF GOODS SESAME ORANGE CHICKEN	197810	86.10
		I-1067362-92	613-45650-42610	COST OF GOODS BURGERS,BUNS,HOT DOGS	197810	204.16
01-04352	UPS STORE #4227					
		I-06082023	613-45650-42660	SHIPPING/POST POSTAGE	197917	106.00
		I-06152023	613-45650-42660	SHIPPING/POST POSTAGE	197917	25.44
01-10254	LEIGHTON FAMILY FARMS					
		I-663	613-45650-42610	COST OF GOODS POPCORN,BAGS	197853	1,097.00
01-10353	DIMOCK DAIRY INC					
		I-23061581	613-45650-42610	COST OF GOODS VARIETY OF CHEESES	197821	270.00
01-10425	ETIX					

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10425	ETIX	continued				
		I-CP053123	613-45650-42900	TICKETING FEE ETICKETS FEES	197827	118.10
01-10438	CRAIG STUCKY					
		I-CS06122023	613-45650-42665	SMALL EQUIPME HENNY PENNY WARMER	197906	1,200.00
				DEPARTMENT 5650 CORN PALACE	TOTAL:	13,606.30
				FUND 613 CORN PALACE	TOTAL:	13,606.30

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1654332	614-45250-42600	SUPPLIES & MA MOUNTING TAPE	197890	11.49
01-00436	CHS FARMERS ALLIANCE					
		I-IF5833	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED FUEL	197803	300.25
		I-IF5834	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	197803	83.13
		I-IF5835	614-45250-42610	GAS & FUEL GOLF UNLEADED FUEL	197803	136.34
		I-IF6103	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED FUEL	197803	775.26
		I-IF6104	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	197803	293.27
		I-IF6105	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	197803	214.04
		I-IF6106	614-45250-42610	GAS & FUEL GOLF UNLEADED FUEL	197803	205.73
01-01130	KIMBALL-MIDWEST					
		I-101142728	614-45250-42600	SUPPLIES & MA NUTS,LUBRICANT,FITTINGS,GLASS	197850	189.70
01-01355	MIDWEST TURF & IRRIGATI					
		I-3911849-00	614-45250-42600	SUPPLIES & MA UPPER RADIATOR HOSE	197864	71.74
01-01457	MIDWEST FIRE & SAFETY					
		I-100756	614-45250-42500	REPAIR & MAIN FIRE EXTINGUISHER INSPECTION	197863	161.50
01-01518	VERIZON WIRELESS					
		I-9931273126A	614-45250-42800	UTILITIES ACCT #886931646-00001	197918	41.83
01-01590	MCLEOD'S PRINTING					
		I-67831	614-45250-42600	SUPPLIES & MA ROLLS OF PAPER	197855	175.89
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.06.23	614-45250-42800	UTILITIES 700 W 23RD AVE	197872	147.19
		I-2581643-0.06.23	614-45250-42800	UTILITIES GOLF PUMP 100 H	197872	1,766.76
		I-2581875-8.06.23	614-45250-42800	UTILITIES GOLF CLUB HOUSE	197872	590.53
		I-2581876-6.06.23	614-45250-42800	UTILITIES GOLF CART SHED	197872	69.09
		I-2939180-2.06.23	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	197872	185.82
01-02051	MIDCONTINENT COMMUNICAT					
		I-0630670213400	614-45250-42800	UTILITIES ACCT #026306702	197861	169.60
01-08892	ERIC HIEB					
		I-06252023	614-45250-42200	GOLF PRO CONT BASE CONTRACT 7-2023	197839	7,986.38
		I-062523	614-45250-42200	GOLF PRO CONT MAY 2023 CLOVER CC FEES	197839	1,251.46
01-09058	SITEONE LANDSCAPE SUPPL					
		I-130932782-001	614-45250-42600	SUPPLIES & MA MARKING PAINT,BLACK & GRAY LID	197901	579.50
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2466030523	614-45250-42300	PUBLISHING ACCT MP246603-LEGALS	197831	24.32
01-09703	AMAZON CAPITAL SERVICES					
		I-1MYT-Y7VN-6NCV	614-45250-42600	SUPPLIES & MA CORDLESS PHONE BATTERY	197783	28.08

DEPARTMENT 5250 GOLF COURSE TOTAL: 15,458.90

FUND 614 GOLF COURSE TOTAL: 15,458.90

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 619 CAMPGROUND
DEPARTMENT: 5220 CAMPGROUND BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING						
		I-68085	619-45220-42600	SUPPLIES	REGISTRATION CARDS	197855	162.90
01-02679	MENARD'S INC						
		I-54082	619-45220-42600	SUPPLIES	FLOWERS FOR CAMPGROUND	197858	17.94
01-02880	THUNE TRUE VALUE & APPL						
		I-A542863	619-45220-42500	REPAIR & MAIN	STRIKE PLATE	197911	7.29
				DEPARTMENT 5220	CAMPGROUND	TOTAL:	188.13
				FUND 619	CAMPGROUND	TOTAL:	188.13

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 621 EMERGENCY MEDICAL SERVICE
DEPARTMENT: 4600 EMS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00043	REDI TOWING					
		I-5841	621-44600-42530	REPAIR & MAIN AMBULANCE TOW	197888	468.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815016323	621-44600-42530	REPAIR & MAIN FILTERS,SWITCHES	197907	27.67
01-01518	VERIZON WIRELESS					
		I-9931273126A	621-44600-42800	UTILITIES ACCT #886931646-00001	197918	98.76
		I-9936621802	621-44600-42800	UTILITIES ACCT #786752327-00001	197918	80.02
		I-9936621803	621-44600-42800	UTILITIES ACCT #786752327-00002	197918	100.02
01-02653	DEPARTMENT OF MOTOR VEH					
		I-060132023	621-44600-43420	AMBULANCE REP 2022 FORD F-550 TITLE, REGISTR	197819	15.00
01-02679	MENARD'S INC					
		I-55097	621-44600-42600	SUPPLIES PAINT SUPPLIES	197858	27.52
01-02700	HENRY SCHEIN INC					
		I-41690708	621-44600-42600	SUPPLIES MED SUPPLIES	197838	224.54
01-03267	WALMART/CAPITAL ONE					
		I-06212023	621-44600-42600	SUPPLIES COFFEE	197921	25.96
01-09443	FOX PAINT & BLINDS					
		I-6011	621-44600-42600	SUPPLIES PAINT	197832	9.58
		I-6048	621-44600-42600	SUPPLIES PAINT	197832	63.98
		I-6062	621-44600-42600	SUPPLIES PAINT	197832	31.99
01-09619	SANFORD HEALTH CENTER F					
		I-AMLS PROVIDER CRSE	621-44600-42700	TRAVEL, TRAIN PHTLS TRAINING	197892	1,579.00
01-09962	QUICK MED CLAIMS					
		I-INV29707	621-44600-42250	CONTRACT-QMC MONTHLY SERVICES	197886	4,848.53
01-10568	DR. MATTHEW SCHAFER					
		I-07012023	621-44600-42200	PROFESSIONAL 2023 3RD QTR PAYMENT	197893	1,500.00

DEPARTMENT 4600 EMS TOTAL: 9,100.57

FUND 621 EMERGENCY MEDICAL SERVICETOTAL: 9,100.57

PACKET : 06523 06524
VENDOR SET: Mult
FUND : 724 STREET CONSTRUCTION
DEPARTMENT: 5000 STREET CONST. BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03884	COMMERCIAL ASPHALT/SPEN					
		I-2023-15 P.E. #1	724-45000-42900	PROJECT CONST 2023-15 P.E. #1	197808	37,051.20
				DEPARTMENT 5000 STREET CONST. TOTAL:		37,051.20
				FUND 724 STREET CONSTRUCTION TOTAL:		37,051.20
				REPORT GRAND TOTAL:		514,978.40

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2023-2024	101-41110-42300	LEGAL PUBLICATIONS	854.31	18,000	13,860.25				
	101-41110-42600	SUPPLIES & MATERIALS	1,017.90	625	1,633.35-	Y			
	101-41210-42800	UTILITIES-TELEPHONE	46.83	750	515.58				
	101-41300-42900	ELECTION	3,360.21	8,000	484.51				
	101-41420-42600	SUPPLIES & MATERIALS	251.62	3,000	1,531.75				
	101-41420-42620	CHECKS, RCPTS, FORMS	99.97	2,080	1,170.70				
	101-41420-42700	TRAVEL	347.44	6,000	4,710.04				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	1,610.00	29,900	3,152.70				
	101-41440-42600	SUPPLIES & MATERIALS	134.44	1,500	938.09				
	101-41460-42110	LIABILITY, PROPERTY INS &	2,432.70	217,000	17,356.73				
	101-41920-42520	REPAIR-CITY HALL	299.30	3,100	280.53				
	101-41935-42250	MANAGED PRINT SERVICES	4,797.01	52,000	26,425.93				
	101-41935-42615	POSTAGE	340.48	8,000	4,909.37				
	101-41935-42640	COPY MACHINE SUPPLIES	99.25	2,475	1,088.31				
	101-41935-42920	COMPUTER SOFTWARE	910.00	110,355	7,531.82				
	101-42110-42200	PROFESSIONAL SERVICES	56.27	16,030	10,543.31				
	101-42110-42500	REPAIR & MAINTENANCE	34.32	100,647	77,470.34				
	101-42110-42600	SUPPLIES	490.37	45,275	7,827.18-	Y			
	101-42110-42610	GAS OIL TIRES	536.74	60,000	25,256.97				
	101-42110-42640	UNIFORM ALLOWANCE	46.75	7,000	3,352.89				
	101-42110-42800	TELEPHONE	1,129.85	15,000	8,056.34				
	101-42110-42810	UTILITIES	84.71	4,000	600.15-	Y			
	101-42110-42980	VEHICLE TOWING	295.00	5,500	3,922.00				
	101-42130-42520	EMERGENCY SIREN UTILITIES	167.17	2,700	1,418.49				
	101-42130-42530	TRAFFIC LIGHTS MAINT	215.00	11,500	5,071.30				
	101-42130-42540	SIGNS	5.00	12,000	977.89				
	101-42130-42545	PAINT	1,153.31	16,000	9,800.73				
	101-42130-42600	SUPPLIES	40.74	3,000	624.05-	Y			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	800.22	38,500	22,516.42				
	101-42130-42820	TELEPHONE	93.66	1,200	731.28				
	101-42130-42835	UTILITIES-STREET LIGHTS	548.30	240,000	140,165.11				
	101-42130-42840	BUILDING UTILITIES	245.40	4,000	473.60				
	101-42130-43320	UPGRADE SIGNAL LIGHTS	1,194.50	30,000	25,440.25				
	101-42130-43410	BATTERY BACKUP	7,620.00	7,000	620.00-	Y			
	101-42200-42500	REPAIR & MAINTENANCE	1,452.43	6,880	2,685.08-	Y			
	101-42200-42641	PROTECTIVE CLOTHING	47.50	11,800	10,168.04				
	101-42200-42700	TRAVEL, CONF & DUES	1,623.00	10,000	4,187.02				
	101-42200-42800	TELEPHONE	204.67	2,000	562.74				
	101-42200-42810	UTILITIES	3,062.15	41,000	16,445.88				
	101-43100-42500	REPAIRS	55.00	16,000	10,250.19				
	101-43100-42600	SUPPLIES	6,770.30	131,700	26,289.33				
	101-43100-42640	RUBBER CRACK SEALER	7,295.00	28,600	11,828.00				
	101-43100-42650	UNIFORMS	264.71	3,750	3,276.50				
	101-43100-42800	UTILITIES	725.72	15,000	4,868.02				
	101-43110-42600	SUPPLIES	208.66	4,000	700.36				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-43110-42650	UNIFORMS	51.96	2,000	1,726.04				
	101-43110-42694	COMPUTER HARDWARE	192.94	2,500	2,575.54-	Y			
	101-43110-42750	PLANNING COMMISSION EXPENS	47.94	1,000	472.66				
	101-43110-42800	UTILITIES	80.02	2,500	1,866.53				
	101-43110-42916	NUISANCE ABATEMENT	2,639.00	15,000	11,754.14				
	101-43120-42200	PROF SERVICES-DESIGN	2,520.65	145,800	135,934.52				
	101-43120-42521	SIDEWALK CONSTRUCT	550.00	75,000	74,450.00				
	101-43120-43300	STREET OVERLAY MAINT	121,988.35	1,292,000	1,047,320.24				
	101-43120-43325	NORWAY/ROWLEY SIDEWALK	1,600.00	720,000	718,400.00				
	101-43150-42800	UTILITIES	25.02	500	382.85				
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	20,870.95	720,526	679,551.01				
	101-43700-42500	REPAIR & MAINTENANCE	161.50	3,000	2,564.51				
	101-43700-42600	SUPPLIES & MATERIALS	769.43	16,000	6,130.45				
	101-43700-42610	GAS & FUEL	932.52	10,000	7,809.10				
	101-43700-42800	UTILITIES	545.09	5,000	2,629.11				
	101-44120-42800	UTILITIES-POUND	172.58	4,000	3,022.91				
	101-45500-42500	REPAIR & MAINTENANCE	3,036.00	16,500	2,308.03				
	101-45500-42600	SUPPLIES & MATERIALS	215.52	12,500	6,015.24				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	3,277.82	17,151	8,957.46				
	101-45500-42800	UTILITIES	2,782.82	41,100	17,104.72				
	101-45500-43420	BOOKS	1,106.26	47,000	27,529.20				
	101-45500-43421	AUDIO-VISUAL	207.53	8,500	6,940.50				
	201-45110-42250	PROGRAMMING SERVICES	5,552.00	14,000	8,448.00				
	201-45110-42350	PUBLISHING-AQUATICS	225.00	750	525.00				
	201-45110-42550	REPAIR & MAINT-AQUATICS	300.00	11,000	9,341.22				
	201-45110-42600	SUPPLIES & MATERIALS	2,265.55	10,000	4,935.44				
	201-45110-42601	CONCESSION SUPPLIES	4,087.94	25,000	7,597.08				
	201-45110-42602	POOL CHEMICALS	89.90	40,000	26,837.93				
	201-45110-42605	SUPPLIES & MAT-AQUATICS	23.06	5,500	3,055.16				
	201-45140-42500	REPAIR & MAINTENANCE	99.12	33,000	25,480.25				
	201-45140-42600	SUPPLIES & MATERIALS	298.10	29,971	18,985.82				
	201-45140-42800	UTILITIES	4,165.21	185,000	98,865.76				
	201-45160-42500	REPAIR & MAINTENANCE	1,217.44	60,498	37,853.59				
	201-45160-42600	SUPPLIES & MATERIALS	1,936.73	57,113	30,631.38				
	201-45160-42602	CHEMICALS	41.82	20,500	5,988.04				
	201-45160-42800	UTILITIES	2,446.88	128,520	52,547.82				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	1,060.00	247,003	209,767.00				
	201-45160-43400	CAPITAL EQUIPMENT	883.82	18,500	3,488.64				
	201-45165-42610	COST OF GOODS SOLD	25.00-	27,000	3,802.66				
	201-45210-42500	REPAIR & MAINTENANCE	1,766.51	41,500	16,587.41				
	201-45210-42600	SUPPLIES & MATERIALS	3,589.69	64,600	28,212.98				
	201-45210-42602	CHEMICALS	230.95	5,500	1,101.05				
	201-45210-42604	TREES	24.44	3,000	2,475.56				
	201-45210-42800	UTILITIES	412.95	54,700	40,894.86				
	201-45220-42800	UTILITIES	46.83	640	397.61				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	203-45220-42200	PROFESSIONAL SERVICES	44,721.22	415,204	92,509.89-	Y			
	203-45220-42500	REPAIRS & MAINTENANCE	483.25	0	483.25-	Y			
	211-46311-42963	COMMUNITY PROJECTS	2,500.00	246,928	244,428.00				
	213-46311-42900	PROJECT IMPROVEMENTS	9,600.00	49,500	23,501.79				
	214-43500-42600	SUPPLIES & MATERIALS	22.96	920	855.68				
	214-43500-42800	UTILITIES - TELEPHONE	45.31	3,154	1,619.97				
	214-43500-42910	SERVICE CONTRACTS	2,961.58	20,518	8,209.24				
	218-45140-42800	UTILITIES	12.58	390	314.44				
	218-45150-42110	INSURANCE	1,753.72	18,700	1,228.01				
	218-45150-42500	REPAIR AND MAINTENANCE	167.46	11,500	4,878.19				
	218-45150-42800	UTILITIES	43.84	1,553	1,190.77				
	218-45150-42810	UTILITIES-GARAGE	467.55	10,232	2,801.56				
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	407.67	35,660	32,799.59				
	218-45150-43411	COMPUTER HARDWARE	1,250.75	0	4,082.73-	Y			
	218-45180-42800	UTILITIES	2,046.11	28,980	17,921.49				
	219-45140-42800	UTILITIES	12.59	405	328.97				
	219-45140-42911	CONTRACT SERVICES-MEALS	6,276.40	196,710	113,826.47				
	602-381369	REFUNDS AND REI*NON-EXPENS	100.00	0	88.85-				
	602-43330-42500	REPAIR & MAINTENANCE	2,142.47	25,000	19,880.58				
	602-43330-42550	LAB FEES	29.00	22,600	21,069.00				
	602-43330-42600	SUPPLIES & MATERIALS	615.96	17,500	7,727.91				
	602-43340-42225	PROFESSIONAL SERVICES	901.25	35,219	11,108.07				
	602-43340-42600	SUPPLIES & MATERIALS	10,960.69	118,000	41,210.74-	Y			
	602-43340-42660	POSTAGE	821.55	9,000	4,851.90				
	602-43340-42800	UTILITIES	182.27	10,000	4,345.71				
	602-43340-42910	BILLING OFFICE	478.55	10,000	6,506.32				
	602-43340-43326	LIVESAY UTILITIES	1,439.38	94,829	92,003.13				
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	6,456.25	998,000	986,540.00				
	602-43340-43348	WATER MAIN-ROWLEY	1,548.00	77,534	30,168.15				
	602-43340-43358	PAINT WEST WTR TOWER	10,186.22	1,150,011	580,959.33				
	604-43200-42500	REPAIRS	1,500.00	15,000	3,685.54				
	604-43200-42550	LABORATORY FEES	195.00	2,500	1,620.00				
	604-43200-42600	SUPPLIES	1,003.36	20,000	12,590.77				
	604-43200-42660	POSTAGE	820.92	9,000	4,807.46				
	604-43200-42800	UTILITIES	46.83	225,000	129,417.83				
	604-43200-43300	NORTH PLANT IMPROVEMENTS	35,784.49	12,711,858	9,593,606.95				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	6,141.25	30,000,000	29,985,230.00				
	604-43250-42200	PROFESSIONAL SERVICES	901.25	24,220	448.39-	Y			
	604-43250-42600	SUPPLIES	2,147.22	47,550	32,216.93				
	604-43250-42800	UTILITIES	591.88	61,100	44,177.81				
	604-43250-42910	BILLING OFFICE	478.56	9,000	5,506.29				
	604-43250-43336	LIVESAY UTILITIES	13,674.07	745,979	429,583.51				
	604-43250-43348	HIGHWAY 37 UTILITIES	1,018.75	660,000	654,272.50				
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	7,302.27	2,225,000	2,198,536.18				
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	1,942.50	857,000	842,043.63				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	606-43500-42100	INSURANCE	267.53	14,000	1,870.81				
	606-43500-42600	SUPPLIES & MATERIALS	11.00	8,500	5,123.48				
	606-43500-42800	UTILITIES	46.83	18,500	9,032.94				
	612-43220-42600	SUPPLIES	654.36	18,000	7,692.26				
	612-43220-42800	UTILITIES	135.02	5,000	2,739.81				
	612-43230-42500	REPAIRS	1,626.60	11,000	3,567.82				
	612-43230-42600	SUPPLIES	120.47	40,000	17,317.40				
	612-43230-42660	POSTAGE	820.91	9,000	4,832.98				
	612-43230-42800	UTILITIES	47.51	600	266.83				
	612-43230-42910	BILLING OFFICE	478.56	8,000	4,506.30				
	612-43240-42205	MONITOR GROUND WATER-OLD L	3,034.00	18,000	9,871.00				
	612-43240-42600	SUPPLIES	222.88	53,000	20,830.39				
	612-43240-42610	GAS & OIL	1,656.59	90,000	47,908.73				
	612-43240-42800	UTILITIES	687.36	13,000	7,230.89				
	613-45650-42320	ADVERTISING/PRINTING	75.00	28,500	27,541.00				
	613-45650-42600	SUPPLIES & MATERIALS	1,692.31	40,000	23,490.53				
	613-45650-42610	COST OF GOODS SOLD	6,389.82	170,000	59,374.11				
	613-45650-42660	SHIPPING/POSTAGE	132.07	2,500	1,858.26				
	613-45650-42665	SMALL EQUIPMENT	1,449.00	4,325	2,378.00				
	613-45650-42900	TICKETING FEES	118.10	4,760	1,260.05				
	613-45650-42905	ENTERTAINMENT	3,750.00	203,250	199,500.00				
	614-45250-42200	GOLF PRO CONTRACT	9,237.84	66,525	19,318.82				
	614-45250-42300	PUBLISHING	24.32	2,000	1,120.83				
	614-45250-42500	REPAIR & MAINTENANCE	161.50	18,000	9,966.35				
	614-45250-42600	SUPPLIES & MATERIALS	1,056.40	20,000	7,561.19				
	614-45250-42610	GAS & FUEL	2,008.02	15,000	12,093.15				
	614-45250-42800	UTILITIES	2,970.82	16,000	8,082.83				
	619-45220-42500	REPAIR & MAINTENANCE	7.29	8,000	4,018.98				
	619-45220-42600	SUPPLIES	180.84	2,200	1,508.25				
	621-44600-42200	PROFESSIONAL SERVICES	1,500.00	7,250	1,482.93				
	621-44600-42250	CONTRACT-QMC	4,848.53	54,000	32,947.59				
	621-44600-42530	REPAIR & MAINT-VEHICLE	495.67	10,000	8,080.71				
	621-44600-42600	SUPPLIES	383.57	23,500	14,458.45				
	621-44600-42700	TRAVEL, TRAINING & CONFERE	1,579.00	7,565	2,119.00				
	621-44600-42800	UTILITIES	278.80	4,225	2,651.12				
	621-44600-43420	AMBULANCE REPLACEMENT	15.00	300,000	144,359.00				
	724-45000-42900	PROJECT CONSTRUCTION	37,051.20	0	92,223.70-	Y			
	** 2023-2024 YEAR TOTALS **		514,978.40						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	1,872.21
101-1210	MAYOR'S OFFICE	46.83
101-1300	ELECTION	3,360.21
101-1420	FINANCE	699.03
101-1440	HUMAN RESOURCES	1,744.44
101-1460	INSURANCE & BONDS	2,432.70
101-1920	MUNICIPAL BUILDINGS	299.30
101-1935	INFORMATION TECHNOLOGY	6,146.74
101-2110	POLICE DEPARTMENT	2,674.01
101-2130	TRAFFIC DEPARTMENT	12,083.30
101-2200	FIRE DEPARTMENT	6,389.75
101-3100	STREET DEPARTMENT	15,110.73
101-3110	PUBLIC WORKS ADMIN	3,220.52
101-3120	STREET & SIDEWALK CONST	126,659.00
101-3150	STORM DRAINAGE	20,895.97
101-3700	CEMETERY	2,408.54
101-4120	ANIMAL CONTROL	172.58
101-5500	LIBRARY	10,625.95
101 TOTAL	GENERAL	216,841.81
201-5110	RECREATION & AQUATICS	12,543.45
201-5140	RECREATION CENTER	4,562.43
201-5160	SPORTS COMPLEXES	7,586.69
201-5165	CADWELL CONCESSIONS	25.00CR
201-5210	PARKS	6,024.54
201-5220	SUPERVISION	46.83
201 TOTAL	PARK FUND	30,738.94
203-5220	LAKE	45,204.47
203 TOTAL	LAKE MITCHELL	45,204.47
211-6311	ENTERTAINMENT TAX	2,500.00
211 TOTAL	ENTERTAINMENT TAX	2,500.00
213-6311	BUSINESS IMPROV DIST #3	9,600.00
213 TOTAL	BUSINESS IMPROV DIST #3	9,600.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
214-3500	E-911	3,029.85
214 TOTAL	E-911 EMERGENCY	3,029.85
218-5140	MVP	12.58
218-5150	PALACE TRANSIT	4,090.99
218-5180	JVCC	2,046.11
218 TOTAL	COMMUNITY SERVICES	6,149.68
219-5140	NUTRITION	6,288.99
219 TOTAL	NUTRITION	6,288.99
602	NON-DEPARTMENTAL	100.00
602-3330	WATER TREATMENT PLANT	2,787.43
602-3340	WATER DISTRIBUTION	32,974.16
602 TOTAL	WATER	35,861.59
604-3200	WASTE WATER TREATMENT	45,491.85
604-3250	WASTE WATER COLLECTION	28,056.50
604 TOTAL	SEWER	73,548.35
606-3500	AIRPORT	325.36
606 TOTAL	AIRPORT	325.36
612-3220	RECYCLING PROGRAM	789.38
612-3230	WASTE COLLECTION	3,094.05
612-3240	LANDFILL	5,600.83
612 TOTAL	SANITATION	9,484.26

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
613-5650	CORN PALACE	13,606.30
613 TOTAL	CORN PALACE	13,606.30
614-5250	GOLF COURSE	15,458.90
614 TOTAL	GOLF COURSE	15,458.90
619-5220	CAMPGROUND	188.13
619 TOTAL	CAMPGROUND	188.13
621-4600	EMS	9,100.57
621 TOTAL	EMERGENCY MEDICAL SERVICE	9,100.57
724-5000	STREET CONST.	37,051.20
724 TOTAL	STREET CONSTRUCTION	37,051.20
	** TOTAL **	514,978.40

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	GAUT	Garage Utilities	467.55
	MAINT	Maintenance/Repairs	1,418.21
	OFFUT	Office Utilities	43.84
	SHAH	Tablet/Radio Contract	407.67
		** PROJECT E01 TOTAL **	2,337.27
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	725.88
	42600	SUPPLIES/MAINTENANCE	45.99
	43400	CAPITAL EQUIPMENT	883.82
		** PROJECT H01 TOTAL **	1,655.69

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H04 BASEBALL	42500	REPAIR/MAINTENANCE	111.56
	42600	SUPPLIES/MATERIALS	563.89
		** PROJECT H04 TOTAL **	675.45
H05 SOFTBALL	42600	SUPPLIES/MATERIALS	1,298.72
		** PROJECT H05 TOTAL **	1,298.72
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	380.00
	42800	UTILITIES	1,062.01
		** PROJECT H06 TOTAL **	1,442.01
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	17.54
	42602	CHEMICALS	41.82
		** PROJECT H07 TOTAL **	59.36
H10 MUNROE PARK	42600	SUPPLIES/MATERIALS	9.96
		** PROJECT H10 TOTAL **	9.96
H13 ARENA-SOUTH RINK	42800	UTILITIES	184.16
		** PROJECT H13 TOTAL **	184.16
H15 LAK MITCHELL PUMP CADWELL	42800	UTILITIES	1,153.88
		** PROJECT H15 TOTAL **	1,153.88
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	1,111.44
	42600	SUPPLIES/MATERIALS	281.89
		** PROJECT H50 TOTAL **	1,393.33
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	134.79
		** PROJECT H51 TOTAL **	134.79
H52 FORESTRY	42604	TREES	24.44
		** PROJECT H52 TOTAL **	24.44
H55 DRY RUN CREEK PARK	42600	SUPPLIES/MATERIALS	76.51
	42800	UTILITIES	86.61
		** PROJECT H55 TOTAL **	163.12
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	2,335.01
		** PROJECT H56 TOTAL **	2,335.01

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H60 NORTHRIDGE PARK	42800	UTILITIES	20.61
		** PROJECT H60 TOTAL **	20.61
H61 PIONEER PARK	42600	SUPPLIES/MATERIALS	260.35
		** PROJECT H61 TOTAL **	260.35
H65 AMPHITHEATER	42800	UTILITIES	45.89
		** PROJECT H65 TOTAL **	45.89
H67 DAY CAMP	42500	REPAIR/MAINTENANCE	655.07
		** PROJECT H67 TOTAL **	655.07
H77 SPORTSMANS CLUB	42600	SUPPLIES/MATERIALS	499.88
	42800	UTILITIES	108.63
		** PROJECT H77 TOTAL **	608.51
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	10.46
		** PROJECT H79 TOTAL **	10.46
H87 PATTON YOUNG	42602	CHEMICALS	230.95
	42800	UTILITIES	98.92
		** PROJECT H87 TOTAL **	329.87
J02 INDOOR AQUATIC CTR	ELE/GAS	UTILITIES-ELECTRIC/GAS	4,165.21
		** PROJECT J02 TOTAL **	4,165.21
J06 REC CTR-GENERAL BLDG	RM-GENER	REPAIR/MAINT-GENERAL	99.12
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	88.57
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	209.53
		** PROJECT J06 TOTAL **	397.22
J50 OUTDOOR AQUATIC CENTER	CHEM	CHEMICALS	89.90
	CONCESS	CONCESSIONS	4,087.94
	MK-IT-MN	PUBLISHING-MAKE-IT-MINE	225.00
	RM-GENER	REPAIR/MAINT-GENERAL	300.00
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	23.06
		** PROJECT J50 TOTAL **	4,725.90
J51 P&A YOUTH PROGRAMS	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	2,265.55
		** PROJECT J51 TOTAL **	2,265.55

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
X04 DECORATING	42600	SUPPLIES	826.79
		** PROJECT X04 TOTAL **	826.79

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:	July 5, 2023	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:

Consider action on resolution

Amount Budgeted in current fiscal year for this item (if applicable):

Agenda Item:

Action to Approve Resolution #R2023-53, A Resolution Declaring Necessity and Expediency for Issuance of Revenue Bonds, Calling an Election Therefore and Hiring Professionals in Connection Therewith

Explanation/Background of Agenda Item Requested:

Following the June 20, 2023 tie vote on the Lake State Revolving Loan Fund (SRF) application, staff was asked to prepare a resolution that would call for an election to authorize the project by a vote of the electorate. If the project is approved by a majority vote, the application would then be submitted to the Department of Ag and Natural Resources's (DANR's) October meeting where State Revolving Loan Funds (SRF) applications are heard. Additionally, the project would be moved to the 10% constitutional debt category since it would be approved by a majority vote at an election.

Bond Counsel provided the enclosed resolution to ensure it meets the statutory requirements calling for the election and financing of the project. The resolution is very similar to the one passed in 1999 to authorize the BY-Water project. The resolution sets the date for the special election as September 19, 2023 to give enough time to prepare the ballot, coordinate schedules with the Davison County Auditor, and to meet requirements for voter registration and absentee ballots. If council would like to choose another date for the election, the resolution can be updated with a different date. If the election is held after September 19, the application for the SRF loan would be moved to the next quarterly meeting (anticipated in January of 2024).

Special elections typically cost the City approximately $10,000. The cost of the special election would be taken from the 2023 Contingency Fund.

RESOLUTION NO. 2023-53

RESOLUTION DECLARING NECESSITY AND EXPEDIENCY FOR ISSUANCE OF REVENUE BONDS, CALLING AN ELECTION THEREFORE AND HIRING PROFESSIONALS IN CONNECTION THEREWITH.

BE IT RESOLVED by the City Council of City of Mitchell, Davison County, South Dakota, as follows:

1. Declaration of Necessity. It is hereby found, determined and declared that it is necessary and expedient for this City of Mitchell (the "City") to borrow money by issuing its revenue bonds in an amount not exceeding $25,000,000 payable upon such term and at such rate or rates as may be determined by the City Council, the proceeds of which will be used to finance city improvements, including the lake Mitchell project, and financing costs of issuance, if so approved by the voters. The City further finds that it is necessary to have the debt count for constitutional debt purposes in the additional 10% debt limit under Article 13 Section 4 of the South Dakota Constitution.

2. Election. The question of authorizing the issuance of such bonds shall be submitted to the qualified electors of the City at a bond election which is to be held on the **19th day** of September 2023, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. The question shall be in substantially the following form:

   SHALL THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, ISSUE ITS REVENUE BONDS IN A PRINCIPAL AMOUNT NOT EXCEEDING $25,000,000, BEARING INTEREST SUCH RATES AND PAYABLE UPON SUCH TERM AS MAY BE DETERMINED BY THE CITY COUNCIL, FOR THE PURPOSE OF PROVIDING FUNDS FOR CITY IMPROVEMENTS, INCLUDING THE LAKE MITCHELL PROJECT, AND PAYING THE COSTS OF ISSUANCE?

   SHALL THE ABOVE PROPOSITION BE APPROVED AND THE BONDS ISSUED?

3. Polling places and Judges. Polling places and judges and clerks for said election shall be selected according to South Dakota Law.

4. Voter Registration Deadline. The Finance Officer is hereby authorized and directed to give notice of voter registration and deadline therefore, as required by law. The deadline for voter registration shall not be less than fifteen (15) days prior to the election. The Finance Officer shall give notice of the availability of registration officials and state when registration will be terminated and the effect of a failure to have registered. Such notice shall be published in official newspapers of the City at least once each week for (2) two consecutive weeks, the last publication to be not less than (10) ten nor more than (15) fifteen days before the deadline for registration.

5. Notice of Election. The Finance Officer is hereby authorized and directed to give notice of bond election, said notice to be published in the official newspaper for the City, once each week for two (2) successive weeks before said date of election. The second notice shall be published not less than four (4) days nor more than ten (10) days before the election.

6. Ballots. The Finance Officer is authorized and directed to cause printed ballots to be prepared for use at said election in substantially the form on file with the Finance Officer and to publish with the second notice of election.

7. Canvass. Said election shall be held and conducted and the votes cast thereat shall be counted, certified and canvassed according to law, and the City Council shall meet at the regular meeting room in Mitchell, South Dakota, in the City for the purpose of canvassing the results within six (6) days of the election.

8. Hiring of Professionals. Meierhenry Sargent LLP of Sioux Falls, South Dakota is hereby designated as bond counsel for this issue. The Mayor and Finance Officer are authorized to execute such documents as are necessary to carry out the intent of this paragraph.

Council Member _____ moved for the adoption of the foregoing Resolution.

Said motion was seconded by Council Member _____ and upon vote being taken the following voted AYE:

and the following voted NAY:
`

whereupon said motion was declared duly passed and adopted, and was signed and attested by the Mayor and Finance Officer.

_____
ATTEST: Mayor

_____
Finance Officer

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

I, Michelle Bathke, the undersigned, duly qualified and acting Finance Officer of City of Mitchell, Davison County, State of South Dakota, hereby certify that I have carefully compared the attached and foregoing Extract of Minutes with the original thereof on file and of record in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, so far as such Minutes relate to the issuance of bonds by said City.

WITNESS my hand and official seal of the City as such Finance Officer this _____ day of _____ 2023.

_____
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 20, 2023	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	203-45220-43300, $5,500,000		
Agenda Item:	Action to Approve Resolution #R2023-42, Authorizing Mayor to sign Grant Application for $25 Million Water Application for Lake Mitchell		

Explanation/Background of Agenda Item Requested:

Resolution 2023-42 authorizes the City Council to approve and execute a State Revolving Financing loan through the South Dakota Board of Water and Natural Resources. The resolution also designates the Mayor to execute and submit the application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the project.

The application for financial assistance is in an amount not to exceed $25,000,000. The loan term is 30-years at a rate of 3.25%.

Staff recommends approval of Resolution 2023-42.

Project Background:
Lake Mitchell is a 671-acre artificial reservoir of Firesteel Creek created in 1928 with the construction of the Lake Mitchell dam with a 350,000-acre watershed. For several decades, persistent water quality problems related to elevated phosphorus levels have resulted in harmful algae blooms and microcystin levels. As a result, the lake is considered to be in a eutrophic to hyper-eutrophic state. Proposed improvements include mechanically removing soft sediment that is high in phosphorus, fish habitat improvements, installation of sediment catchment areas at the entrance of the lake, a lake drawdown structure at the spillway for future maintenance and related improvements. The sediment traps and the ability to draw the lake down will make future maintenance convenient which will greatly increase the life of this project. The City has been studying the lake as far back as 1985 with a report completed by the South Dakota Department of Water and Natural Resources. Completed reports which were utilized to support this proposed project include a DANR report from 1997, Lake Mitchell Technical Memorandum Phases I and II (2018) by FYRA Engineering and Verax, Inc. and most recently a preliminary design completed by Barr Engineering Co. (Barr) in 2022. Partners included in this project and ongoing watershed work include SD GF&P, James River Water Development District, Friends of Firesteel, Davison County, Ducks Unlimited, US Fish and Wildlife Service, NRCS/USDA, Pheasants Forever, and producers within the watershed.

RESOLUTION NO. R2023-42

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

WHEREAS, the **City of Mitchell** (the "City") has determined it is necessary to proceed with a project including but not limited to restoring Lake Mitchell (the "Project"); and

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

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

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed **$25 million** for the Lake Mitchell Restoration Project to the South Dakota Board of Water and Natural Resources.

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

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

Adopted at Mitchell, South Dakota, this 20th day of June 2023.

APPROVED:

_____
Robert Everson
Mayor, City of Mitchell
(Seal)

Attest: _____
Michelle Bathke
Mitchell Finance Officer

Sanitary/Storm Sewer Facilities Funding Application

Clean Water State Revolving Fund Program (CWSRF)
Consolidated Water Facilities Construction Program (CWFCP)

Applicant: City of Mitchell	Proposed Funding Package
Address: 612 N. Main Street Mitchell, SD 57301	Requested Funding $25,000,000 Local Cash _____
Subapplicant:	Other: _____ _____ Other: _____ _____
DUNS Number: 04-091-4277	Other: _____ _____ TOTAL $25,000,000

Project Title: Lake Mitchell Restoration

Description:

Persistent water quality problems related to elevated phosphorus and resulting algae blooms have degraded the water quality of Lake Mitchell. The phosphorus in the lake originates from both external and internal sources. External sources primarily consist of runoff from cropland and pastureland, which can be reduced through agricultural best management practices. Internal loading is mainly caused by phosphorus released from sediments on the lake bed.

To address these issues, the City of Mitchell is proposing a dredging project to remove phosphorus-laden sediment, which will involve drawing down the lake to expose sediments, thereby facilitating mechanical dredging of soft sediment in the lake. The project also includes management of impacts of future sediment and nutrient loading from external sources.

The Applicant Certifies That:

I declare and affirm under the penalties of perjury that this application has been examined by me and, to the best of my knowledge and belief, is in all things true and correct.

Robert B. Everson, Jr, Mayor		June 20, 2023
Name & Title of Authorized Signatory (Typed)	Signature	Date

Cost and Effectiveness Certification Form

This is to certify compliance with Subtitle A, Section 5002, Subsection 602(b)(13) of the Water Resources Reform Development Act of 2014 in that project has been studied and evaluated for the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought; and to the maximum extent practicable, the project or activity selected maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account (i) the cost of constructing the project; (ii) the cost of operating and maintaining the project over the life of the project; and (iii) the cost of replacing the project.

Applicant Name:	City of Mitchell

Project Name:	Lake Mitchell Restoration

We certify that the proposed project is in compliance as described above.

Applicant's Authorized Signatory

Signature: _____

Printed Name: Robert B. Everson, Jr.

Title: Mayor

Date: June 20, 2023

Project Engineer

Signature: _____

Printed Name: Eric Lund

License #: _____

Date: _____

Category	Definition	Loan Amount
IX	Energy Conservation - Renewable. Costs for the production of renewable energy such as wind, solar, methane capture and energy conversion equipment, co-digestion, combined heat and power (CHP) systems, hydroelectric systems that harness wastewater flows to, from, or within treatments.	
X	Water Conservation - Efficiency. Costs that reduce the demand for POTW capacity through reduced water consumption including water meters, plumbing fixture retrofits or replacement, water efficient appliances, water efficient irrigation equipment, and education programs.	
XI	Water Conservation - Reuse. Costs for the treatment and conveyance of treated wastewater that is being reused (recycled water), including rehabilitation/replacement needs.	
	TOTAL:	$25,000,000

Robert B. Everson, Jr. Mayor

Name & Title of Authorized Representative

June 20, 2023

Signature of Authorized Representative

Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forger, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Robert B. Everson, Jr. Mayor

Name & Title of Authorized Representative

Signature of Authorized Representative

June 20, 2023

Date

☐ I am unable to certify to the above statements. Attached is my explanation

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:	July 5, 2023	**Requested By:**	Michelle Bathke
Desired Action of City Council:	Consideration of Mayoral Veto		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Reconsider Action to Award Bid for Golf Course Improvements Project #2023-2 pursuant to Mayoral Veto		
Explanation/Background of Agenda Item Requested:	Mayor Bob Everson filed a notice of Veto with Michelle Bathke, Finance Officer on Tuesday, June 27, 2023 in accordance with SDCL 9-19-10. State law requires that the Finance Officer present the veto to the Council at the next meeting for reconsideration. Two-thirds vote of the council is required to override the Mayor's veto.		

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 20, 2023	**Requested By:**	Joe Schroeder

Desired Action of City Council:

Bid Award for Golf Course Improvements, Project #2023-2

Amount Budgeted in current fiscal year for this item (if applicable):

614-45250-43300, $550,836
Requesting an additional $180,000 in 2024 budget

Agenda Item:

Action to Award Bid for Golf Course Improvements Project #2023-2

Explanation/Background of Agenda Item Requested:

Bids were opened on May 31, 2023 in City Hall Council Chambers at 3:00 PM. Two bids were received with totals as follows:

Duininck, Inc.
Base Bid - $680,300
Alternate 1 - Install drainage on hole 15 fairway, 42,600
Alternate 2 - Pave cart paths on holes 11 and 12, $36,000
Alternate 3 - Pave Cart paths on holes 15 and 15, $52,800
Alternate 4 - Install 10" pipe and actch basins on hole 14, $46,500
Alternate 5 - Eliminate 4-inch rock later in greens, -$10,000
Alternate 6 - Install Knife River bunker sand in lieu of Opperman Sand, NA
Alternate 7 - Eliminate all cart path construction, $-43,600

Mid-America Golf and Landscape, Inc.
Base Bid - $726,993.52
Alternate 1 - Install drainage on hole 15 fairway, $17,798
Alternate 2 - Pave cart paths on holes 11 and 12, $29,610
Alternate 3 - Pave Cart paths on holes 15 and 15, $34,380
Alternate 4 - Install 10" pipe and actch basins on hole 14, $18,700
Alternate 5 - Eliminate 4-inch rock later in greens, -$9,000
Alternate 6 - Install Knife River bunker sand in lieu of Opperman Sand, -$7,800
Alternate 7 - Eliminate all cart path construction, $-18,310

Please see the attached bid tabulation for detailed information.

Staff recommends awarding Base Bid and Alternate 5 to Duininck, Inc. for a total bid amount of $670,300.

Staff is requesting an additional $180,000 during the 2024 budget to bring the project within budget and provide a 10% contingency.

BID TABULATION FOR GOLF COURSE IMPROVEMENTS CITY PROJECT #2023-2

BID OPENING: 3:00 PM, MAY 31, 2023 - CITY COUNCIL CHAMBERS, CITY HALL, MITCHELL, SD

				DUININCK INC. 408 6TH STREET PRINSBURG, MN 56281		MID-AMERICA GOLF & LANDSCAPE 1621 SE SUMMIT STREET LEE'S SUMMIT, MO 64081	
ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT		AMOUNT	
BASE BID	LUMP SUM BID	1	LS	$ 680,300.00		$ 726,993.52	
ALT #1	ADD-DRAINAGE HOLE #15 FAIRWAY	1	LS	$ 42,600.00	Add	$ 17,798.00	Add
ALT #2	ADD-PAVE CART PATH HOLES #11 & #12	1	LS	$ 3,600.00	Add	$ 29,610.00	Add
ALT #3	ADD-PAVE CART PATH HOLES #14 & #15	1	LS	$ 52,800.00	Add	$ 34,380.00	Add
ALT #4	ADD INSTALL. 10" HDPE PIPE & BASINS-HOLE #14	1	LS	$ 46,500.00	Add	$ 18,700.00	Add
ALT #5	DEDUCT ELIMINATE 4" ROCK LAYER/GREENS ON HOLES #11 & #14 INSTALL ROCK OVER TILE ONLY	1	LS	$ (10,000.00)	Deduct	$ (9,000.00)	Deduct
ALT #6	PROVIDE CONCRETE MATERIALS/KNIFE RIVER USGA BUNDER SAND IN LIEU OF SPEC. OPPERMAN SAND	1	LS	$ -		$ (7,800.00)	Deduct
ALT. #7	DEDUCT ELIMINATE 4" ROCK LAYER/GREENS ON	1	LS	$ (43,600.00)	Deduct	$ (18,310.00)	Deduct

To: Michelle Bathke, Finance Officer
From: Mayor Bob Everson

RE: Veto on Council Action taken to Award Bid for Golf course Improvements Project #2023-2, on June 20, 2023 giving approval for expenditures for renovation of Lakeview Golf Course

Given there is concern for current expenditures from the General Fund, and the referenced project requires adding unbudgeted funds from that General Fund to supplement the project; given the Golf Course is an Enterprise Fund, meaning it should be able to sustain itself **without** having to transfer money from the General Fund, and repeatedly over the past decade the General Fund has had to transfer funds in excess of $500,000.00 to supplement the Golf Coarse to prevent deficit spending; given the General Fund was used to **loan** the Golf Coarse $100,000.00 to purchase new golf carts in 2021, and none of that loan has been repaid as of this date; given the referenced project will require an additional $181,000.000 over the amount budgeted for the project; it is my opinion the City should not continue forward with the Golf Coarse Project, Project #2023-2, and I therefore issue my **VETO of the Council action on June 20, 2023, approving Award of Bids for Project 2023-2.** It is my belief better - more important projects exist for these funds to be utilized on.

Mayor Robert B Everson, Jr.
June 27, 2023

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:	July 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 Jodi Hofer-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Jodi Hofer has applied for a conditional use permit to operate a Family Residential Daycare; located at 314 E 10th Ave, legally described as Lot 10, Block 8, D A Scotts First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District. Planning Commission motioned to recommend approval with 3 conditions-1) license is non-transferable, 2) if business ceases to operate for six months, then a new application would be required, 3) pass a fire inspection; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 06-26-2023.		

City of Mitchell

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: _____

☑ **Conditional Use Permit** *$150 application due with the application.*

- Description of Conditional Use: To run & operate ~~an~~ state certified daycare & learning center.

This Application is for the following described real property:

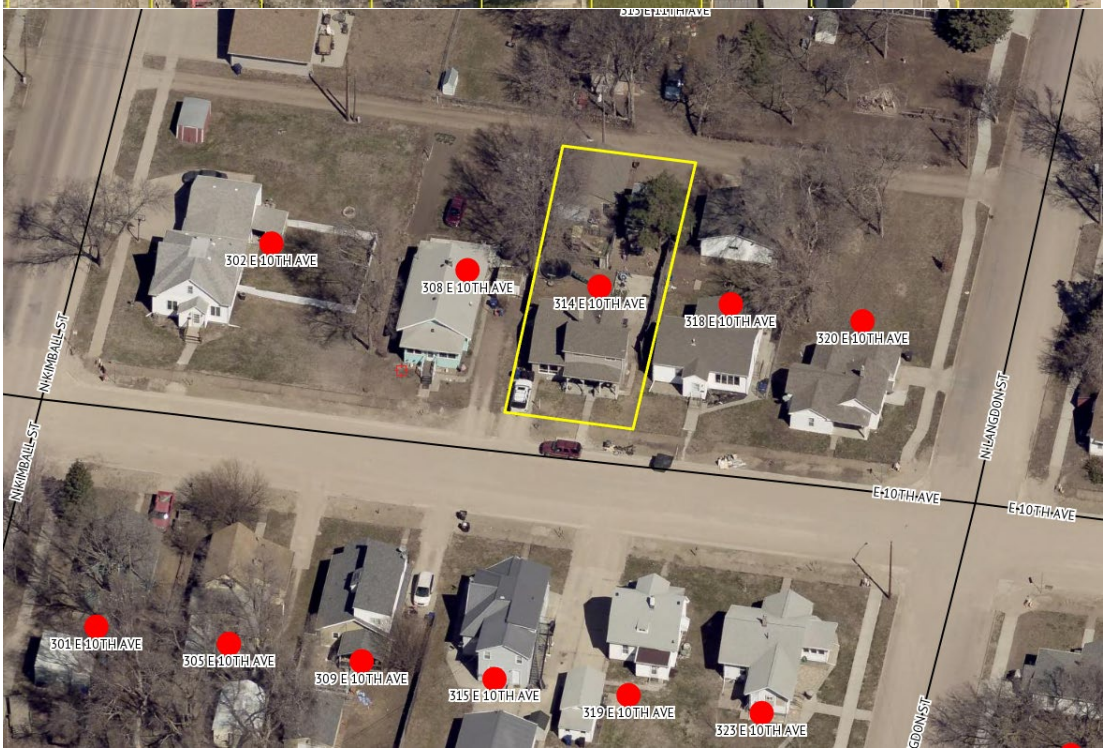
- Legal Description: Lot 10, Block 8 DA Scott's First Addition, City of Mitchell, Davison County, South Dakota
- Property Address: 314 E 10th Ave Mitchell SD 57301

Dated this 30th **day of** May, 2023.

Jodi Michelle Hofer
Applicant

Jodi Michelle Hofer
Owner

323
1026
301
309
315
1024
1022
N LAN
Hofer-Conditional Use
Family Residential Daycare
400
302
308
318
320
E 10TH AVE
401
N KIMBALL ST
301
305
309
315
319
323


302 E 10TH AVE
308 E 10TH AVE
314 E 10TH AVE
318 E 10TH AVE
320 E 10TH AVE
N KIMBALL ST
N KIMBALL ST
N LANGDON ST
E 10TH AVE
E 10TH AVE
301 E 10TH AVE
305 E 10TH AVE
309 E 10TH AVE
315 E 10TH AVE
319 E 10TH AVE
323 E 10TH AVE
GOON ST

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 Jodi Hofer has applied for a conditional use permit to operate a Family Residential Daycare; located at 314 E 10th Ave, legally described as Lot 10, Block 8, D A Scotts First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 this 8th day of June, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 14th day of June, 2023
Approximate Cost:

Jodi & Joseph Hofer
314 E 10th Ave
Mitchell, SD 57301

Kirby & Erin Fuerst
1519 Augusta Ave
Mitchell, SD 57301

Judith Zoss
2379 County Highway 16
Porter, MN 56280

Richard & Jean King
24086 415th Ave
Artesian, SD 57314

Roxene Kasten
323 E 11th Ave
Mitchell, SD 57301

Aaron Gerfen
1026 N Langdon St
Mitchell, SD 57301

Mailbox Capital X-Plex LLC
1707 Barn Swallow Dr
Austin, TX 78746

Michael Hirsch
302 E 10th Ave
Mitchell, SD 57301

Kenneth & Elisea Stegenga
308 E 10th Ave
Mitchell, SD 57301

Nick Novak
318 E 10th Ave
Mitchell, SD 57301

Johnson Investment Company
1300 N Kimball St
Mitchell, SD 57301

John Wehde
C/O Jim Oatman
400 E 10th Ave
Mitchell, SD 57301

Bryan Titze
301 E 10th Ave
Mitchell, SD 57301

Mark & Becky Gaulke
25527 413th Ave
Mitchell, SD 57301

John Rau
309 E 10th Ave
Mitchell, SD 57301

Reside Properties LLC
PO Box 127
Mitchell, SD 57301

Robert Dunwoody
323 E 10th Ave
Mitchell, SD 57301

Verna Anderson
401 E 10th Ave
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell SOUTH DAKOTA *Outside expectations*

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jodi Hofer has applied for a conditional use permit to operate a Family Residential Daycare; located at 314 E 10th Ave, legally described as Lot 10, Block 8, D A Scotts First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 John Rau
OWNER

309 E 10th Ave Mitchell, SD 57301
ADDRESS

✓ APPROVE

_____ DISAPPROVE

COMMENTS:
She is trying to provide a much needed service and US working parents thank her

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jodi Hofer has applied for a conditional use permit to operate a Family Residential Daycare; located at 314 E 10th Ave, legally described as Lot 10, Block 8, D A Scotts First Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 Rolene G. Kasten
OWNER

323 E 11th Ave. Mitchell, SD
ADDRESS

_____ APPROVE

X DISAPPROVE

COMMENTS:
The Hofers have "BE WARE OF DOG" signs on their front yard. They have a couple big dogs that bark at anything and anyone at all times of day and night. I don't see how children could be safe under these circumstances.
Rolene Kasten

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:	July 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 Jennifer Gerfen-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Jennifer Gerfen has applied for a conditional use permit to operate a Family Residential Daycare; located at 1026 N Langdon St, legally described as West 81' of Lot 5, Block 4 of DA Scotts Second Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District. Planning Commission motioned to recommend approval with 3 conditions-1) license is non-transferable, 2) if business ceases to operate for six months, then a new application would be required, 3) pass a fire inspection; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 06-26-2023.		

City of Mitchell

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: _____

☒ **Conditional Use Permit** *$150 application due with the application.*

- Description of Conditional Use: Family Residential Daycare

This Application is for the following described real property:

- Legal Description: West 81' of Lot 5 Block 4 of DA Scotts Second Addition City of Mitchell, Davison County South Dakota

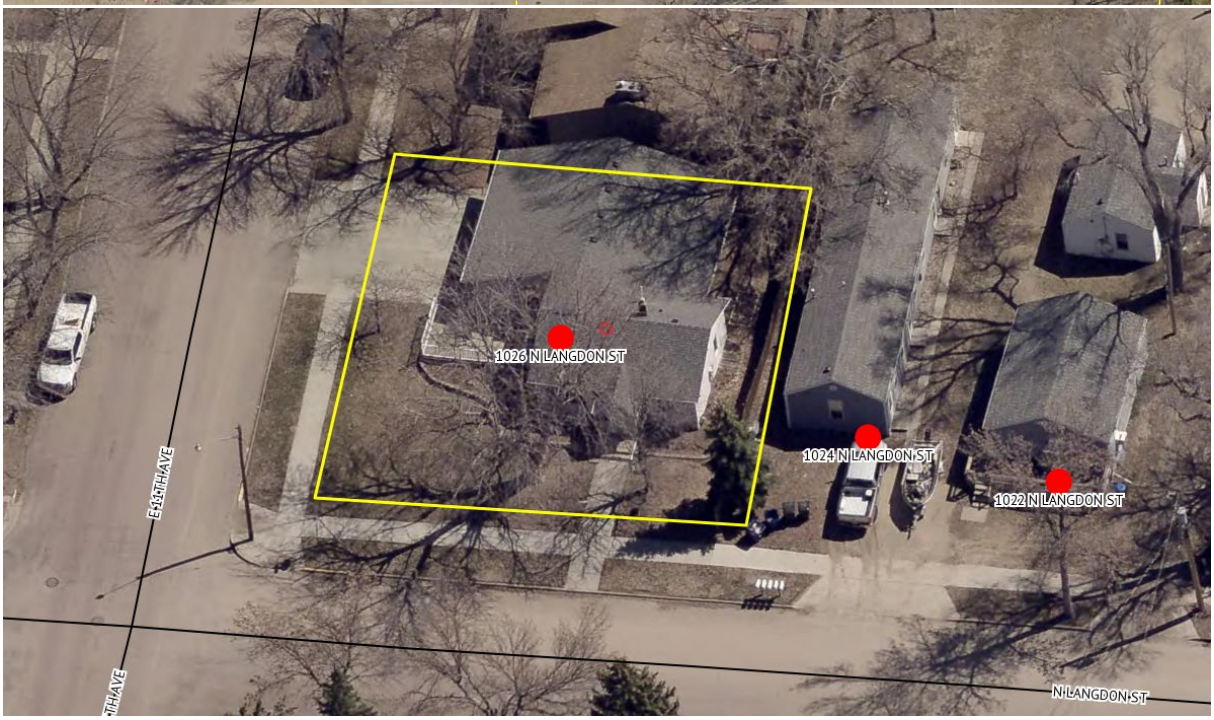
- Property Address: 1026 N Langdon St

Dated this 2nd day of June, 2023.

Jen Gerfen
Applicant

Owner

Gerfen-Conditional Use
Family Residential Daycare
E 11TH AVE
E 10TH AVE
N LANGDON ST
N DAVISON ST
402
406
412
416
420
314
314
318
320
323
315
409
421
1024
1022
308
314
318
320
400
406
408
412
418


1026 N LANGDON ST
1024 N LANGDON ST
1022 N LANGDON ST
E 12TH AVE
N LANGDON ST

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 Jennifer Gerfen has applied for a conditional use permit to operate a Family Residential Daycare; located at 1026 N Langdon St, legally described as West 81' of Lot 5, Block 4 of DA Scotts Second Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 this 8th day of June, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 14th day of June, 2023
Approximate Cost:

Jennifer & Aaron Gerfen
1026 N Langdon St
Mitchell, SD 57301

Mitchell Area Properties LLC
1218 E 1st Ave
Mitchell, SD 57301

Gabriel Leslie
42 E 11th Ave
Mitchell, SD 57301

Richard Snook
406 E 11th Ave
Mitchell, SD 57301

Alexander Young
813 W Ash Ave
Mitchell, SD 57301

Michael & Shanna Kobold
416 E 11th Ave
Mitchell, SD 57301

Richard & Sarah Dozark
420 E 11th Ave
Mitchell, SD 57301

Richard & Jean King
24086 415th Ave
Artesian, SD 57314

Roxene Kasten
323 E 11th Ave
Mitchell, SD 57301

James Stearns
409 E 11th Ave
Mitchell, SD 57301

Barry Simkins
421 E 11th Ave
Mitchell, SD 57301

Mailbox Capital X-Plex LLC
1707 Barn Swallow Dr
Austin, TX 78746

Joseph Hofer
314 E 10th Ave
Mitchell, SD 57301

Nicholas Novak
318 E 10th Ave
Mitchell, SD 57301

Johnson Investment Company
1300 N Kimball St
Mitchell, SD 57301

John Wehde
C/O Jim Oatman
400 E 10th Ave
Mitchell, SD 57301

Shelby Fathke
406 E 10th Ave
Mitchell, SD 57301

Margaret Weisz
408 E 10th Ave
Mitchell, SD 57301

Mike & Kim Ostbye
41483 257th St
Mitchell, SD 57301

Devin & Debbie Van Genderen
418 E 10th Ave
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

June 14, 2023

TO WHOM IT MAY CONCERN:

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YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 Roxene H. Kasten
OWNER

323 E 11th Ave Mitchell, SD
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS: I have known Jen for a long time. She is a great mother to her kids and I know she would show the same love and care to any other children she would be responsible for.
Roxene Kasten

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:	July 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 Bailey Week-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Bailey Week has applied for a conditional use permit to operate a Family Residential Daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District. Planning Commission motioned to recommend approval with 3 conditions-1) license is non-transferable, 2) if business ceases to operate for six months, then a new application would be required, 3) pass a fire inspection; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 06-26-2023.		

City of Mitchell

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: _____

☒ **Conditional Use Permit** *$150 application due with the application.*

- Description of Conditional Use: For in home daycare use.

This Application is for the following described real property:

- Legal Description: Lots 7 + 8 Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota

- Property Address: 308 South Mentzer Street Mitchell, SD 57301

Dated this 5th **day of** June, 2023

Bailey Week
Applicant

Cin Rigyx
Owner

605-933-2633

815
821
305
309
311
315
901
905
909
913
919
908
916
909
913
915
919
S MENTZER ST
E BIRCH AVE
Week-Conditional Use
Family Residential Daycare

908 E BIRCH AVE
308 S MENTZER ST
E BIRCH AVE
S MENTZER ST

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 Bailey Week has applied for a conditional use permit to operate a Family Residential Daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 this 8th day of June, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 14th day of June, 2023
Approximate Cost:

Bailey Week
308 S Mentzer St
Mitchell, SD 57301

Riggs Rental Properties LLC
41575 Hwy 42
Ethan, SD 57334

Clarke Companies LLC
47035 250th St
Baltic, SD 57003

Karen Wadleigh Trust
25067 400th Ave
Mt. Vernon, SD 57363

Becky Weber
901 E Ash Ave
Mitchell, SD 57301

Dillan Kostrzewski
905 E Ash Ave
Mitchell, SD 57301

Ellis Rentals LLC
1523 S Miller Ave
Mitchell, SD 57301

Gary & Monica Lurken
919 E Ash Ave
Mitchell, SD 57301

Oscar Tiul Cucul
305 S Mentzer St
Mitchell, SD 57301

Tommy & Jennifer Cooper
309 S Mentzer St
Mitchell, SD 57301

John & Brenda Weisser
815 E 4th Ave
Mitchell, SD 57301

Sheesley Sheet Metal Inc
165 N Harmon Dr
Mitchell, SD 57301

Gregory Patton
1321 E Havens Ave
Mitchell, SD 57301

Bruce & Marlene Haines
25772 408th Ave
Mitchell, SD 57301

Ringneck & Western Railroad LLC
315 W 3rd St
Pittsburg, KS 66762

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Bailey Week has applied for a conditional use permit to operate a Family Residential Daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 Bruce & Marlene Haines
OWNER

Rental buildings in 900 Blk. E. Birch Ave
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Bailey Week has applied for a conditional use permit to operate a Family Residential Daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 John Weisser
OWNER

311 S Mentzer
ADDRESS

____ APPROVE

✓ DISAPPROVE

COMMENTS: High truck traffic, no fence around house out front where playground equipment is.

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:	July 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 Aaron Pemrick-Variance Permit		
Explanation/Background of Agenda Item Requested:	Aaron Pemrick has applied for a variance permit for a setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition; located at 209 E 7th Ave, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned NS Neighborhood Shopping District. Planning Commission motioned to recommend approval; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 06-26-2023.		

City of Mitchell
SOUTH DAKOTA

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 Click or tap here to enter text. District to Click or tap here to enter text. District.

☒ **Variance** *$100 application fee due with application.*

Description of Variance: Setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition in the Neighborhood Shopping District.

☐ **Conditional Use Permit** *$150 application fee due with application*

Description of Conditional Use: Click or tap here to enter text.

This Application is for the following described real property:

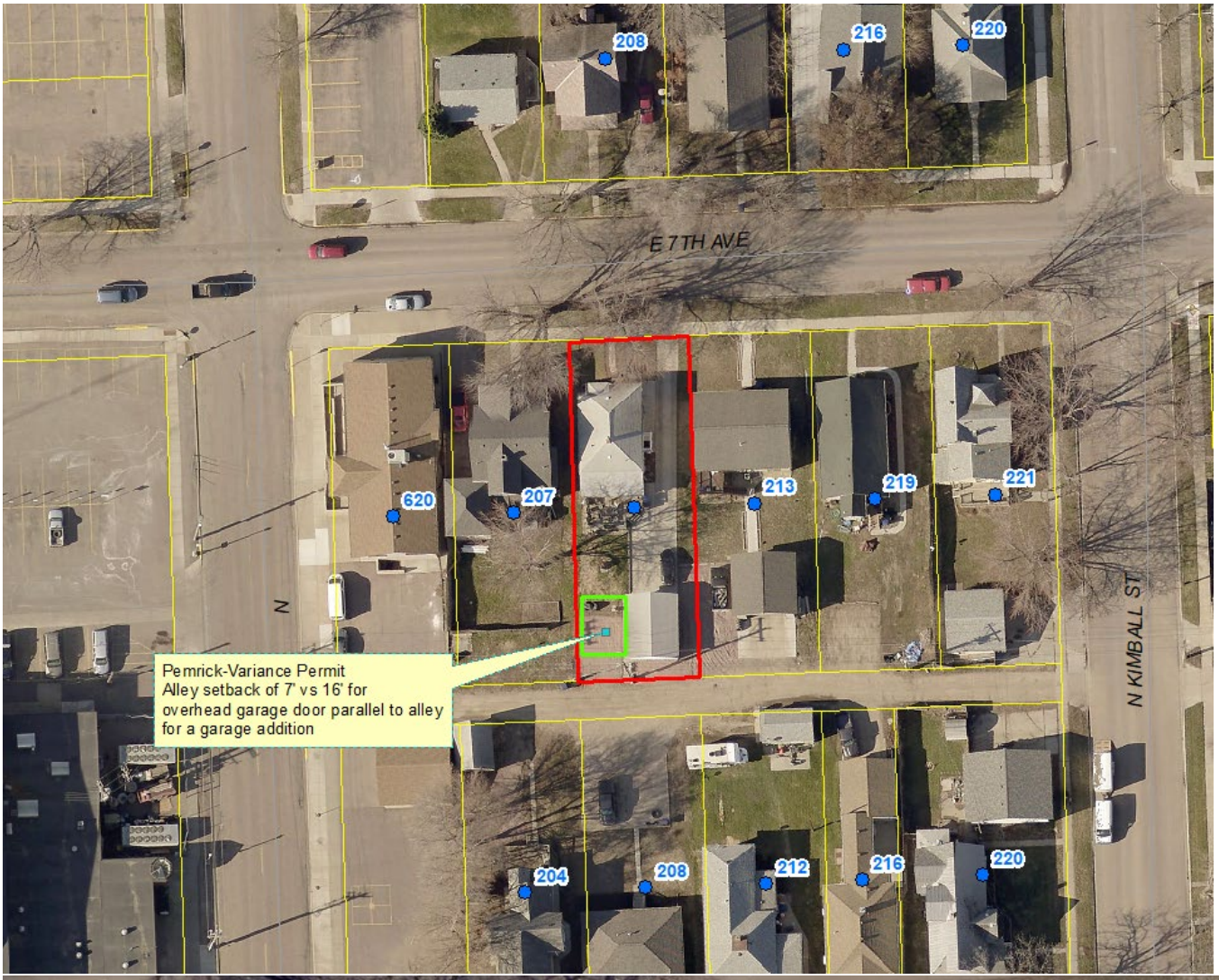
Legal Description: Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 209 E 7th Ave

Dated this 7th of June, 2023

Aaron Pemrick
APPLICANT

OWNER


208
216
220
E 7TH AVE
620
207
213
219
221
N
N KIMBALL ST
Pemrick-Variance Permit
Alley setback of 7' vs 16' for
overhead garage door parallel to alley
for a garage addition
204
208
212
216
220

620 N LAWLER ST
207 E 7TH AVE
209 E 7TH AVE
213 E 7TH AVE
219 E 7TH AVE

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 Aaron Pemrick has applied for a variance permit for a setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition; located at 209 E 7th Ave, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned NS Neighborhood Shopping District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 this 8th day of June, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 14th day of June, 2023
Approximate Cost:

Aaron Pemrick
209 E 7th Ave
Mitchell, SD 57301

Calvin Degen
202 E 7th Ave
Mitchell, SD 57301

Clarke Companies LLC
47035 250th St
Baltic, SD 57003

Gerald & Leah Littlehead
212 E 7th Ave
Mitchell, SD 57301

Randall & Debra Briggs
216 E 7th Ave
Mitchell, SD 57301

Rieside Properties LLC
PO Box 127
Mitchell, SD 57301

Mitchell Area Development Corp
601 N Main St
Mitchell, SD 57301

Erin Fieseler
207 E 7th Ave
Mitchell, SD 57301

Cody Sheesley
PO Box 201
Mitchell, SD 57301

Becky & Fick Jacobson
709 N Kimball St
Mitchell, SD 57301

Kathy Metz
41371 257th St
Mitchell, SD 57301

Switchgrass Properties LLC
221 E 7th Ave
Mitchell, SD 57301

Manping & Tiancan Cheng
204 E 6th Ave
Mitchell, SD 57301

Andrew Chenoweth
208 E 6th Ave
Mitchell, SD 57301

Rene & Bobby Pruitt
212 E 6th Ave
Mitchell, SD 57301

Heather Herr
216 E 6th Ave
Mitchell, SD 57301

Nathan Larsen
840 Bittersweet Dr
APT #3
Clearwater, MN 55320

City of Mitchell
612 N Main St
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Aaron Pemrick has applied for a variance permit for a setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition; located at 209 E 7th Ave, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned NS Neighborhood Shopping District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 Bobby Pruitt Leni Pruitt
OWNER

212 E 6th AVE MITCHELL, SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:
WE HAVE NO OBJECTION OR PROBLEM WITH HIS ADDITION

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Aaron Pemrick has applied for a variance permit for a setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition; located at 209 E 7th Ave, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned NS Neighborhood Shopping District.

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

I/We Shawn & Erin Fieseler
OWNER

207 E 7th Ave, Mitchell, SD 57301
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell SOUTH DAKOTA *Outside expectations*

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Aaron Pemrick has applied for a variance permit for a setback from an alley of 7' vs 16' for an overhead garage door parallel to the alley for a garage addition; located at 209 E 7th Ave, legally described as Lot 4, Block 7, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned NS Neighborhood Shopping District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 Andrew Chenoweth
OWNER

208 East 6th, Mitchell, SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	July 5, 2023	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the Application of the Exchange Club of Mitchell for a Special Event Malt Beverage & SD Farm Wine License located at Cadwell Park for August 2 thru August 13, 2023 for the State Amateur Baseball Tournament		
Explanation/Background of Agenda Item Requested:	Hearing and Action on the application of the Exchange Club of Mitchell for a Special Retail (On-Off Sale) Malt Beverage & SD Farm Wine License located at Cadwell Park for August 2nd thru August 13th, 2023 for the State Amateur Baseball Tournament		

Date Received_____
Date Issued_____

License No._____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

EXCHANGE CLUB OF MITCHELL
PO BOX 811
MITCHELL, SD 57301

Owner's Telephone #: 605-680-3050

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

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

Is this license in active use? ☐ Yes ☑ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
☐ Yes ☑ No **If Yes, please list on the back page.**

B. Business Name and Address

EXCHANGE CLUB OF MITCHELL
PO BOX 811
MITCHELL, SD 57301

Business Telephone #: 605-680-3050
Place of business is located in a municipality? ☑ Yes ☐ No
County: DAVISON COUNTY
Do you own or lease this property? ☐ Own ☑ Lease

Are real property taxes paid to date? ☑ Yes ☐ No

D. Legal description of licensed premise:

CADWELL PARK - STATE AMATEUR BASEBALL TOURNAMENT - AUGUST 2 - 13, 2023.

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

E. State Sales Tax Number 1011-8285-ST

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 05/22/2023 Print Name AARON MOLLER Signature _____

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

Renewal - no public hearing held ☐
Amount of fee collected with application $_____
Amount of fee retained $_____
Forwarded with application $_____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From:_____

Sales tax approval_____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC EXCHANGE CLUB OF MITCHELL

Address of office and principal place of business of corporation/partnership/LP/LLC PO BOX 811, MITCHELL, SD 57301

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
KEVIN BRUSCHER	PRESIDENT	LOCAL DAVISON COUNTY	BANKER
AARON MOLLER	TREASURER	1414 SHARPSTONE DR, MITCHELL, SD	CPA
BONNIE SCOTT	SECRETARY	LOCAL DAVISON COUNTY	CASA PROGRAM MANAGER

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
N/A	

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

ALL RECORDS ARE KEPT AT ELO CPAS & ADIVSORS (AARON MOLLER, TREASURER'S OFFICE)

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**

May 22, 2023

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:	July 5, 2023	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Enterprise Fund		
Agenda Item:	Action to Award Curbtender off Sourcewell Contract Project #2023-30		
Explanation/Background of Agenda Item Requested:	Requesting Approval for Purchase of 2023 Curbtender for $308,893 Staff requests City Council approval for the purchase of a 2023 Curbtender for the Mitchell Waste Collection Department. The quoted price of the Curbtender to be delivered to the City is $308,893. The contract is with Sanitation Products, utilizing the Sourcewell Contract #091219-CRB for the described piece of equipment. Purchasing the equipment now will allow delivery within the year. Waiting will increase the price by $80,000 with an anticipated delivery in 2025 or 2026. Staff recommends City Council consideration and approval for the Curbtender purchase of the described equipment.		

SANITATION PRODUCTS INC.

City of Mitchell 6/27/23
Attn: Kevin Roth
1405 W 8th Ave
Mitchell, SD 57301

Kevin,
Here's a quote on a new Curbtender automated truck. The quote will contain the following options.

- Curbtender Powerpak
- 27yd capacity
- Full eject
- Electronic proportional controls
- Hot shift PTO mounted on transmission
- Street level auxiliary rocker switches
- Bolt on residential grippers
- Air operated hopper cover
- Extended chute clean out doors
- RH clean out tool and holder
- 2 row body retention teeth
- Remote grease line tailgate cylinder
- LED stop/tail/turn
- LED work lights
- Curbtender camera system with 7" monitor
- Hopper camera
- Back up camera
- Service hoist with power unit

The freightliner M2 will contain the following options.

- M2-106
- Dual drive
- 350 hp cummins L9
- Allison automatic transmission
- 18,000 lb front axle
- 18,000 lb front suspension
- 46,000 lb rear axle
- 46,000 lb tufftrac suspension
- 80 gallon aluminum fuel tank
- Delivery to mitchell

The price on this package using Sourcewell contract 091219-CRB is $308,893.00
Sincerely,

Sanitation Products Ben Kreklow

Curbtender # 091219-CRB

Pricing for contract # 091219-CRB is provided at 2.4% to 4.6% off MSRP to Sourcewell participating agencies.

- Rear Loader category, average discounts equals 4.6%
- Front Loader category, average discounts equals 2.4%
- Manual Side Loader category, average discounts equals 3.6%
- Automated Side Loader category, average discounts is 3.2%

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, August 28, 2018
Conference Room 3 & 4
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:45p.m. with the following members present: Barb Neprud, Mark Gerbi, Sharon Thiel, Scott Veronen, Sara Nagel, Greg Zylka, and Mike Wilson. Also present were Jon Radermacher, City of Little Falls, Stephen Jones, Little Falls Schools, Chris Lindholm, Pequot Lakes Schools, Ex-Officios; Chad Coauette, Susan Nanik, Marcus Miller, Mike Carlson, Jeremy Schwartz, Travis Bautz, Dean Greising, Kassidy Rice, Rebecca Cromwell, Kristin Asche, and Danielle Wadsworth, Sourcewell staff.

Mr. Zylka moved, seconded by Ms. Nagel to accept the agenda as amended. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to accept the minutes of the Regular Board Meeting held on July 17, 2018. Motion carried.

Mr. Carlson presented the monthly Financial Reports.

Ms. Neprud moved, seconded by Ms. Nagel to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #96853 to #97144. Motion carried.

Ms. Neprud moved, seconded by Mr. Zylka to approve all Wire Transfers #001 to #021. Motion carried.

Ms. Neprud moved, seconded by Ms. Thiel to approve all Wire Transfers-Employee Expense reimbursements #001 to #096. Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added July 1-31, 2018
- Permission to solicit the following categories:
    - Airport Equipment with Related Accessories and Services
    - Laboratory and Science Equipment with Related Accessories and Services
    - Roadway Salt, Brine Making & Distribution Equipment with Related Accessories and Services
    - Salt and Sand Covered Storage Facilities with Related Accessories and Services
- Permission to re-solicit the following categories:
    - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Motion carried.

Ms. Asche gave a day in the life of a Sourcewell employee presentation on her role as an Associate General Counsel for the General Counsel Department.

Ms. Rice on behalf of Mr. Drange gave an update on Regional Programs.

Ms. Nanik gave an update on the Facilities and HR Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Greising on behalf of Mr. Loken gave an update on the Information Communication Technology Department.

Mr. Miller gave an update on the Government Relations/General Counsel Departments.

Mr. Schwartz gave an update on the Operations and Procurement Departments and an update on the contracts awarded in July as noted in Appendix A.

Mr. Bautz gave an update on the Marketing and Membership Departments.

Mr. Zylka moved, seconded by Ms. Neprud to approve the Sourcewell Technology final approval. Motion carried.

Mr. Gerbi moved, seconded by Ms. Nagel to approve the Hay System 3-Year Review adjustments as presented. Motion carried.

Mr. Zylka moved, seconded by Ms. Thiel to approve the Addendums to Senior Leadership MOU and Executive Director/CEO Contract. Motion carried.

Mr. Veronen moved, seconded by Mr. Zylka to approve the incentive bonus as recommended by the Metrics Committee based on the 2017-2018 Organization Metric Goals. Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to approve the 2018-2019 Organizational Metric Goals. Motion carried.

Ms. Neprud moved, seconded by Mr. Zylka to approve the FY18-19 Department of Education Low Incidence Funding:

- Formula 421-IDEA Part B Section 611 Regional Low Incidence Discretionary $548,181.00
- Formula 430- IDEA part B Section 619 Centers of Excellence Discretionary CSPD $101,490.00
- Formula 432- IDEA Part B Section 611 Regional Low Incidence CSPD Discretionary $129,737.00
- Formula 446- IDEA Part C Regional Centers of Excellence CSPD Intergovernmental Agreement $101,490.00

Motion carried.

Mr. Zylka moved, seconded by Ms. Thiel to approve the following Position Descriptions and open positions:

- Human Resource Specialist
- Revised Admin Specialist III-ED Sol
    - BreAnne Tollefson, Grade 3 effective September 3rd, 2018
- Administrative Specialist III-IT

Motion carried.

Mr. Zylka moved, seconded by Ms. Neprud to approve hiring:

- Scott Carr, Contract Administration Supervisor, effective July 30, 2018
- Andrea Mortensen, Education Solutions Administrative Supervisor, effective July 30, 2018
- Amy Warnberg, Administrative Specialist III-CCOGA, effective August 13, 2018
- Jacob Denning, Membership Communications Specialist, effective August 13, 2018
- Mitch McCallson, Marketing Multimedia Coordinator, effective August 13, 2018
- Josh Meech, IT Support Specialist II, effective August 13, 2018
- Audra Lind, Education Consultant, effective August 27, 2018
- Kelli Draper, Manager of IT Application/Development, effective August 27, 2018
- Jill Park, Administrative Specialist III-CCOGA, effective August 27, 2018
- Jeremy Doyle, Marketing Multimedia & Presentation Specialist, effective August 27, 2018

Motion carried.

Mr. Zylka moved, seconded by Ms. Nagel to approve opening the following positions:

- Administrative Specialist I-Front Desk
- IT Support Specialist II
- Regional Licensing Specialist
- IT Business Analyst III

Ms. Neprud presented the Executive Director Evaluation & Report.

Ms. Nagel moved, seconded by Mr. Veronen to approve an unpaid leave of absence for Sara Hight, ECSE Professional Development Facilitator, effective August 30th, 2018. Motion carried.

Ms. Nanik gave the staffing update.

Dr. Coauette gave an update on TIES, MSC Conference, and National Cooperative Procurement Partners.

Mr. Gerbi moved, seconded by Mr. Zylka to adjourn the meeting at 7:38 p.m. Motion carried.

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - AUGUST 2018

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

- Airport Equipment with Related Accessories and Services
- Laboratory and Science Equipment with Related Accessories and Services
- Roadway Salt, Brine Making & Distribution Equipment with Related Accessories and Services
- Salt and Sand Covered Storage Facilities with Related Accessories and Services

Requesting Board permission to Re-Solicit the following categories:

- Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

NEW CONTRACT		
Automotive Rentals, Inc.	060618-ARI	*"Fleet Management Services"*
Commercial Vehicle dba D&M Leasing	060618-CVL	*"Fleet Management Services"*
Enterprise Fleet Management, Inc.	060618-EFM	*"Fleet Management Services"*
Merchants Automotive Group, Inc.	060618-MAG	*"Fleet Management Services"*
AstroTurf Corporation	060518-AST	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
Connor Sport Court International	060518-CSC	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
Fieldturf USA Inc.	060518-FTU	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
Hellas Construction Inc.	060518-HLC	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
Mats Inc.	060518-MAT	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
Robbins Inc.	060518-RBI	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
Shaw Sports Turf	060518-SII	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
Turf Nation Inc.	060518-TNA	*"Athletic Surfacing with Related Materials, Supplies, Installation, and Services*
NEW ezIQC CONTRACTS		
CONTRACT EXTENSIONS		
5th YEAR RENEWALS		
Dant Clayton	100814-DCT	*"Event Seating and Related Accessories"*
Hellas Construction, Inc.	082114-HLC	*"Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Installation and Services"*
Mondo USA, Inc.	082114-MUI	*"Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Installation and Services"*
GiANT Worldwide	090314-GWW	*"Instructional and Leadership Training Development as Related to Systems Solutions"*
AccuSteel, Inc.	080114-ACS	*"Snow and Ice Handling Equipment with Related Accessories, Services and Supplies"*
Cargill, Incorporated-Deicing Technology Business Unit	080114-CGI	*"Snow and Ice Handling Equipment with Related Accessories, Services and Supplies"*
J.A. Larue Inc.	080114-JAL	*"Snow and Ice Handling Equipment with Related Accessories, Services and Supplies"*
Monroe Truck Equipment, Inc.	080114-MTE	*"Snow and Ice Handling Equipment with Related Accessories, Services and Supplies"*
Viking-Cives Midwest	080114-VCM	*"Snow and Ice Handling Equipment with Related Accessories, Services and Supplies"*
Winter Equipment Company, Inc.	080114-WEC	*"Snow and Ice Handling Equipment with Related Accessories, Services and Supplies"*

ezIQC RENEWALS		
HITT Contracting, Inc.	VA02-061416-HCI	
Facility Solutions Group	CAITENGL4-071916-FSG	
Facility Solutions Group	CAITENSL4-071916-FSG	
Facility Solutions Group	CACTENGL4-071619-FSG	
Facility Solutions Group	CACTENSL4-071916-FSG	
Brown & Root	GA-072115-KBR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-072115-FHP	
JOC Construction, LLC	GA-072115-LRI	
Centennial Contractors Enterprises, Inc.	GA-072115-CCE	
HITT Contracting, Inc.	GA01-1-072115-HCI	
Prime Contractors, Inc.	GA02-1-072115-PCI	
Astra Construction Services, LLC	GA02-2-072115-ACS	
Johnson-Laux Construction, LLC	GA03-1-072115-JLC	
Osprey Management, LLC	GA03-2-072115-OML	
HCR Construction, Inc.	GA03-3-072115-HCR	
Engineering Design Technologies, Inc.	GA04-1-072115-EDT	
Red Cloud Services, LLC	GA05-1-072115-RCS	
Rubio and Son Interiors, Inc.	GA07-1-072115-RSI	
Greene & Burdette Property Management, LLC	GA07-2-072115-GBP	
J.J. Morley Enterprises, Inc.	GA10-1-072115-JME	
HITT Contracting, Inc.	GA11-1-072115-HCI	
Good-Men Roofing & Construction, Inc.	CA-SD01GCB-081815-GMR	
Vincor Construction, Inc.	CA-SD02GCB-081815-VCI	
Angeles Contractors, Inc.	CA-SD01GCA-081815-AC	
Sylvester Roofing Co., Inc.	CA-SD01R-081815-SRC	
SASCO	CACTENSL1-071916-SAS	
ezIQC 5th YEAR RENEWALS		

SOURCEWELL
STATE OF MINNESOTA

Member Neprud moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2019-30

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

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

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

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

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

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

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas and the following voted in favor: Greg Zylka, Ryan Thomas, Mark Gerbi, Sharon Thiel, Scott Veronen, Barb Neprud, and Sara Nagel.

and the following voted against: NONE.

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - December 2019

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Individual Coverage Health Reimbursement Arrangement and Private Insurance Exchange

Requesting Board permission to Re-Solicit the following categories:

Uniforms and Uniform Related Products and Services
All 50 states in the United States – ezIQC

NEW CONTRACTS		
Curbtender, Inc.	091219-CRB	*"Mobile Refuse Collection Vehicles"*
Labrie Environmental Group	091219-LEG	*"Mobile Refuse Collection Vehicles"*
McNeilus Truck & Manufacturing	091219-MCN	*"Mobile Refuse Collection Vehicles"*
Scranton Manufacturing Company	091219-NMY	*"Mobile Refuse Collection Vehicles"*
The Heil Co.	091219-THC	*"Mobile Refuse Collection Vehicles"*
Dant Clayton Corp.	091719-DCT	*"Event Seating and Staging Solutions"*
Hussey Seating	091719-HSC	*"Event Seating and Staging Solutions"*
Colonial Life & Accident Insurance Company	100319-CLA	*"Group Employee Benefits and Related Services"*
Lincoln Financial Group	100319-LFG	*"Group Employee Benefits and Related Services"*
Sun Life Assurance Company	100319-SUN	*"Group Employee Benefits and Related Services"*
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
Konica Minolta Business Solutions	083116-KON	*"Multi-Function Copiers and Printers"*
RISO	083116-RSO	*"Multi-Function Copiers and Printers"*
Xerox Corporation	083116-XOX	*"Multi-Function Copiers and Printers"*
NAPA (Genuine Parts)	061015-GPC	*"Fleet-Related Maintenance Equipment"*
Milliken Carpet	121715-MAC	*"Flooring with Related Equipment"*
NEW ezIQC CONTRACTS		
Contractor Name	**Contract Number**	**Contract Description**
Panhandle Texas Area		
Core Construction Services of Texas	TX-PH-APC-101619-CCT	Asphalt/Paving Construction
Core Construction Services of Texas	TX-PH-F-101619-CCT	Flooring Construction
Core Construction Services of Texas	TX-PH-GC-101619-CCT	General Construction
F.H. Paschen	TX-PH-GC-101619-FHP	General Construction
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	General Construction
JR Tri-State General Contracting Group, Inc	TX-PH-GC-101619-JRT	General Construction
SDB, Inc.	TX-PH-GC-101619-SDB	General Construction
Allen Teinert Construction Co., Inc.	TX-PH-GC-101619-TCB	General Construction
WR Construction Inc.	TX-PH-GC-101619-WRC	General Construction
Core Construction Services of Texas	TX-PH-P-101619-CCT	Painting
North Texas Area		
Core Construction Services of Texas	TX-NT-APC-101619-CCT	Asphalt/Paving Construction
Dallas Harmony Construction, LLC.	TX-NT-APC-101619-DHC	Asphalt/Paving Construction
GG Contractors LLC	TX-NT-APC-101619-GGC	Asphalt/Paving Construction
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	Electrical Construction
Core Construction Services of Texas	TX-NT-F-101619-CCT	Flooring Construction
Dallas Harmony Construction, LLC.	TX-NT-F-101619-DHC	Flooring Construction
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	Flooring Construction
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	Flooring Construction
Centennial Contractors Enterprises	TX-NT-GC-101619-CCE	General Construction
Core Construction Services of Texas	TX-NT-GC-101619-CCT	General Construction
Dallas Harmony Construction, LLC.	TX-NT-GC-101619-DHC	General Construction
F.H. Paschen	TX-NT-GC-101619-FHP	General Construction
Freedom Construction- a series of tFg Companies LLC	TX-NT-GC-101619-FRC	General Construction
GG Contractors LLC	TX-NT-GC-101619-GGC	General Construction
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	General Construction
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	General Construction
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	General Construction
SDB, Inc.	TX-NT-GC-101619-SDB	General Construction
Allen Teinert Construction Co., Inc.	TX-NT-GC-101619-TCB	General Construction
Core Construction Services of Texas	TX-NT-P-101619-CCT	Painting

Dallas Harmony Construction, LLC.	TX-NT-P-101619-DHC	Painting
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	Painting
GG Contractors LLC	TX-NT-P-101619-GGC	Painting
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	Painting
GG Contractors LLC	TX-NT-RC-101619-GGC	Roofing Construction
GG Contractors LLC	TX-NT-W-101619-GGC	Waterproofing
State of Kansas - Western Area		
BKM Construction, LLC.	KS-W-GC01-111319-BKM	General Construction
Platinum Roofing, LLC	KS-W-R01-111319-PLR	Roofing Construction
RoofConnect Logistics, Inc.	KS-W-R02-111319-RCL	Roofing Construction
State of Kansas - Eastern Area		
Straub Constuction Company, Inc.	KS-E-GC01-111319-STC	General Construction
BKM Constuction LLC	KS-E-GC02-111319-BKM	General Construction
MTS Contracting Inc.	KS-E-GC03-111319-MTS	General Construction
Platinum Roofing, LLC	KS-E-R01-111319-PLR	Roofing Construction
RoofConnect Logistics, Inc.	KS-E-R02-111319-RCL	Roofing Construction
Missouri - Greater Kansas City Area		
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	General Construction
BKM Construction LLC	MO-KC-GC02-1113190-BKM	General Construction
MTS Contracting, Inc.	MO-KC-GC03-111319-MTS	General Construction
Straub Constuction Company, Inc.	MO-KC-GC04-111319-STC	General Construction
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	Paving Construction
Platinum Roofing LLC	MO-KC-R01-111319-PLR	Roofing Construction
RoofConnect Logistics, Inc.	MO-KC-R02-111319-RCL	Roofing Construction
ezIQC ANNUAL RENEWALS		
Innovative Builders of Alexandria, Inc	MN-NCM-GC01-120518-IBA	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	
Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways Inc	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-RO1-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

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Sourcewell
Formerly NJPA

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #091219
Entitled

Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

The following advertisement was placed July 11, 2019 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and July 12, 2019 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

A-1 Alternative Fuel Systems	Labrie Enviroquip Group
Amrep Manufacturing, LLC.	MARREL CORPORATION
Apex Equipment Sales, INC	McNeilus Financial, Inc.
Autocar Truck, LLC	Nexgen Municipal Inc.
Blankenship Equipment Repair, Inc.	Norlift, Inc.
Curbtender, Inc.	Par-Kan Company, LLC
Diamond International Trucks Ltd.	Premier Truck Sales & Rental, Inc
Diehl and Sons INC DBA New York Freightliner	Scranton Manufacturing Co.< Inc.
FST Canada Inc. o/a Joe Johnson Equipment	The Heil Co.
Gladstein, Neandross & Associates	Universal Handling Equipment Company Ltd.
Hol-Mac Corporation	Valor Holdings LLC
Hunter Truck Buffalo	Wastequip Manufacturing Company LLC
KBG Holdings, Inc	Wilkens Industries Inc.

Proposals were opened on September 12, 2019, on the Sourcewell Procurement Portal from the following:

Amrep Manufacturing, LLC.
Curbtender, Inc.

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Hol-Mac Corporation
Labrie Enviroquip Group
McNeilus Financial, Inc.
Par-Kan Company, LLC
Scranton Manufacturing Co. Inc.
The Heil Co.
Universal Handling Equipment Company Ltd.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, CPPB, Sourcewell Procurement Lead Analyst
Brandon Town, CPSM, CPSD, Sourcewell Procurement Analyst
Craig West, Sourcewell Procurement Analyst
Stephanie Haataja, CPIM, Sourcewell Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

Curbtender, Inc. offers turnkey solutions for front end loaders, rear loaders and side loaders ranging in capacity from 6 cubic yards to 44 cubic yards including a non-CDL operator option. Their expansive dealer network and sales force stand ready to assist Members throughout the US and Canada. They are offering Sourcewell Members competitive discounts off MSRP, and a two-year standard warranty with extended warranty options available.

Labrie Enviroquip Group manufactures rear-loading, side-loading and front-loading refuse bodies that can be attached to numerous chassis options. Labrie Enviroquip Group offers a side-loading body with a dual sided loading option that is suited for alleys and one-way streets. With regional sales managers and dealers located throughout the United States and Canada, Labrie Enviroquip Group is poised to assist Sourcewell Members. They are offering a solid discount off the published price for Members.

McNeilus Financial, Inc. offers turnkey front load, rear load, and side load mobile refuse vehicles, along with parts and service. McNeilus Financial, Inc. utilizes a direct sales force throughout the United States and Canada to meet Sourcewell Member needs. Their pricing reflects a substantial discount from MSRP pricing, with volume discounts and leasing options available.

Scranton Manufacturing Co. Inc. d/b/a New Way Trucks offers a turnkey solution for front loaders, rear loaders, side loaders and automated side loaders. They also offer Compressed Natural Gas (CNG) fueling integration on all models for cleaner emissions. New Way Trucks has also been involved in developing battery electric rear load collection vehicles. They are positioned to serve Sourcewell Members in the United States and Canada with their extensive sales and dealer network. New Way Trucks is offering a competitive discount off MSRP price to Members.

The Heil Co. offers turnkey solutions for mobile refuse vehicles, including front loaders, side loaders and rear loaders. The Heil Co. also offers Third Eye on-board camera system to monitor the driver’s environment and promote safe

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vehicle operation. They have a vast dealer network located throughout the United States and Canada and are equipped to serve Sourcewell Members. The Heil Co. offers Members a competitive discount off the MSRP price.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #091219 to:

Curbtender, Inc.	091219-CRB
Labrie Enviroquip Group	091219-LEG
McNeilus Financial, Inc.	091219-MCN
Scranton Manufacturing Co. Inc.	091219-NWY
The Heil Co.	091219-THC

The preceding recommendations were approved on November 11, 2019.

DocuSigned by:
Kim Austin
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Kim Austin, CPPB, Sourcewell Procurement Lead Analyst

DocuSigned by:
Stephanie Haataja
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Stephanie Haataja, CPIM, Sourcewell Procurement Analyst

DocuSigned by:
Craig West
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Craig West, Sourcewell Procurement Analyst

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, CPSD, Sourcewell Procurement Analyst

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #091219** for **Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz
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Jeremy Schwartz, ASQ CSSBB
Chief Procurement Officer

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Proposal Evaluation
Mobile Refuse Vehicles with Related Equipment, Accessories, and Services
RFP # 091219

	Possible Points	Amrep Manufacturing, LLC.	Curbtender, Inc.	Hol-Mac Corporation	Labrie Enviroquip Group	McNeilus Financial, Inc.	Par-Kan Company, LLC	Scranton Manufacturing Co. Inc.	The Heil Co.	Universal Handling Equipment Company Ltd.
Conformance to Terms/ Conditions to Include Documentation	50	44	45	42	44	44	42	45	43	34
Pricing	400	281	346	338	349	345	326	349	342	250
Financial, Industry and Marketplace Successes	75	63	62	59	63	66	56	67	65	47
Bidder's Ability to Sell/ Service Contract Nationally	100	74	82	78	85	81	67	89	89	53
Bidder's Marketing Plan	50	43	44	40	42	41	38	46	44	33
Value Added Attributes	75	62	67	56	63	67	55	67	67	47
Warranty Coverages and Information	50	45	46	44	43	43	42	44	43	42
Selection and Variety of Products and Services Offered	200	153	185	144	178	178	121	182	185	125
Total Points	1,000	765	877	801	867	865	747	889	878	631
Rank Order		7	3	6	4	5	8	1	2	9

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Kim Austin
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Kim Austin, CPPB, Sourcewell

DocuSigned by:
Stephanie Haataja
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Stephanie Haataja, CPIM, Sourcewell

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, CPSD, Sourcewell

DocuSigned by:
Craig West
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Craig West, Sourcewell

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Sourcewell
Formerly NJPA

Proposal Opening Record

Date of opening: September 12, 2019

Sourcewell posted Request for Proposal #091219, for the procurement of Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, July 11, 2019, and the solicitation remained in an open status within the portal until September 12, 2019, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 12, 2019, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #091219 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Amrep Manufacturing, LLC. - received 9/12/19 at 10:36:39 AM

Curbtender, Inc. - received 9/12/19 at 4:25:15 PM

Hol-Mac Corporation - received 8/29/19 at 10:53:03 AM

Labrie Enviroquip Group - received 9/10/19 at 2:40:37 PM

McNeilus Financial, Inc. - received 9/12/19 at 3:41:33 PM

Par-Kan Company, LLC - received 9/12/19 at 10:01:07 AM

Scranton Manufacturing Co. Inc. - received 9/12/19 at 4:03:12 PM

The Heil Co. - received 9/11/19 at 9:59:56 AM

Universal Handling Equipment Company Ltd. - received 9/12/19 at 3:12:15 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 12, 2019, at 4:32:00 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, Procurement Lead Analyst

DocuSigned by:
Brandon Town
7BCA93CD6377421...

Brandon Town, Procurement Analyst

Bidding

Type 1 Bid Notice Only

Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/430309/32117328)

Publish /Verify Contents

Save as Template

Solicitation Setting

Invite Bidders	No
Evaluate Response online	No
Internal Approval	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	091219
Solicitation Name	Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	$90,000,000.00
Publish Date	07/11/2019	Closing Date & Time	09/12/2019 16:30:00 CT

Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/430309/32117328)

Basic Settings

Publish Option		Value Range for this Solicitation	Not Applicable

Selected Categories

Automotive/ Industrial

Industrial Vehicles/ Equipment	Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc

Solicitation Overview

Solicitation Overview

Publish

Bid Announcements

Doc. Taker's List

(/viewDocTakerInformation/430309/32117328)

Sourcewell
Formerly NJPA

Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

091219

Closing Date: 09/12/2019 4:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address
brandon.town@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION

DJC

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DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
Sourcewell,; Bid Location Staples, MN, Todd County; Due 09/12/2019 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

7/12/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **12th** DAY OF **July, 2019**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

SOURCEWELL
MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
Proposals Due 4:30 pm, September 12, 2019
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Jul. 12, 2019. 11766792

Brandon Town
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11766792
Client Reference No: 2102000003

Notice

Basic Information

Estimated Contract Value (CAD)	$90,000,000.00 (Not shown to suppliers)
Reference Number	0000155165
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	091219
Title	Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Servi
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	One Time Only
Description	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2019/07/11 12:01:46 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2019/09/12 05:30:00 PM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	No Pricing
Pricing	No Pricing

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Amendment No. 1

Document	Size	Uploaded Date	Language
No Documents			

Original Solicitation

Document	Size	Uploaded Date	Language
How to Obtain RFP [docx]	139 Kb	2019/07/11 09:47:38 AM EDT	English

Categories

Selected Categories

GSIN Categories (141)	
G	**Goods** Goods
N23	**Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles** Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles
N23	**Ground Effect Vehicles** Ground Effect Vehicles
N2300	**GROUND EFFECT VEHICLES, MOTOR VEHICLES, TRAILERS, AND CYCLES** Ground effect vehicles, motor vehicles, trailers, and cycles
N2305	**GROUND EFFECT VEHICLES** Ground Effect Vehicles
N2305A	**GROUND EFFECT VEHICLES, N.E.S.** GROUND EFFECT VEHICLES, N.E.S.
N2310	**PASSENGER MOTOR VEHICLES** Passanger Motor Vehicles NOTE: This class includes only complete passenger motor vehicles, and chassis therefor. Includes Cars, Motor, Highway; Buses; Chassis, Passenger Motor Vehicle; Hearses; Ambulances.
N2310001	**AMBULANCES** AMBULANCES
N2310002	**PASSENGER MOTOR VEHICLES - IMPORTED** PASSENGER MOTOR VEHICLES - IMPORTED
N2310003	**PASSENGER MOTOR VEHICLES - DOMESTIC** PASSENGER MOTOR VEHICLES - DOMESTIC
N2310004	**AUTOMOBILES, ARMOUR PROTECTED** AUTOMOBILES, ARMOUR PROTECTED
N2310005	**PASSENGER MOTOR VEHICLES - EXPORTED** PASSENGER MOTOR VEHICLES - EXPORTED
N2310006	**PASSENGER MOTOR VEHICLES - DEALERS** PASSENGER MOTOR VEHICLES - DEALERS
N2310A00	**PASSENGER CARS, FULL-SIZE SEDAN, POLICE DUTY, UNMARKED** PASSENGER CARS, FULL-SIZE SEDAN, POLICE DUTY, UNMARKED
N2310B00	**PASSENGER CARS, FULL-SIZE SEDAN, POLICE DUTY, MARKED** PASSENGER CARS, FULL-SIZE SEDAN, POLICE DUTY, MARKED
N2310C00	**SEDAN, STANDARD SIZE** SEDAN, STANDARD SIZE
N2310D00	**SEDAN, MID-SIZE** SEDAN, MID-SIZE
N2310D30	**SMALL INTERMEDIATE SEDANS** SMALL INTERMEDIATE SEDANS
N2310D50	**SEDAN, COMPACT SIZE** SEDAN, COMPACT SIZE
N2310D51	**SEDAN, COMPACT, 4 X 4** SEDAN, COMPACT, 4 X 4
N2310D75	**SEDAN, SUB-COMPACT SIZE, OVER 95 INCH WHEEL BASE** SEDAN, SUB-COMPACT SIZE, OVER 95 INCH WHEEL BASE
N2310D95	**SEDAN, SUB-COMPACT SIZE, UNDER 95 INCH WHEEL BASE** SEDAN, SUB-COMPACT SIZE, UNDER 95 INCH WHEEL BASE
N2310E00	**STATION WAGON, STANDARD SIZE, POLICE DUTY** STATION WAGON, STANDARD SIZE, POLICE DUTY
N2310G00	**STATION WAGON, STANDARD SIZE** STATION WAGON, STANDARD SIZE

GSIN Categories (141)	
N2310H00	**STATION WAGON, INTERMEDIATE** STATION WAGON, INTERMEDIATE
N2310H50	**STATION WAGON, COMPACT SIZE** STATION WAGON, COMPACT SIZE
N2310H95	**STATION WAGON, SUB-COMPACT SIZE, UNDER 95 INCH WHEEL BASE** STATION WAGON, SUB-COMPACT SIZE, UNDER 95 INCH WHEEL BASE
N2310J00	**SEDAN, STANDARD SIZE, PURSUIT DUTY, UNMARKED** SEDAN, STANDARD SIZE, PURSUIT DUTY, UNMARKED
N2310K00	**SEDAN, STANDARD SIZE, PURSUIT DUTY, MARKED** SEDAN, STANDARD SIZE, PURSUIT DUTY, MARKED
N2310LA0	**AIRPORT APRON PASSENGER TRANSFER VEHICLE** AIRPORT APRON PASSENGER TRANSFER VEHICLE
N2310M	**PASSENGER MOTOR VEHICLES - SPECIAL VEHICLES - BUSES - MOTOR HOMES** PASSENGER MOTOR VEHICLES - SPECIAL VEHICLES - BUSES - MOTOR HOMES
N2310MA	**BUSES** BUSES
N2310MAA	**BUSES, HIGHWAY TYPE** BUSES, HIGHWAY TYPE
N2310MAB	**BUSES, SCHOOL - SPECIAL TYPE, 5 TO 24 PASSENGERS** BUSES, SCHOOL - SPECIAL TYPE, 5 TO 24 PASSENGERS
N2310MAC	**BUSES SCHOOL, CONVENTIONAL TYPE, 25 PASSENGER AND UP** BUSES SCHOOL, CONVENTIONAL TYPE, 25 PASSENGER AND UP
N2310MBB	**MOTOR HOMES, SPECIALLY EQUIPPED** MOTOR HOMES, SPECIALLY EQUIPPED
N2320	**TRUCKS AND TRUCK TRACTORS, WHEELED** Trucks and Truck Tractors, Wheeled NOTE: This class includes only complete wheel mounted trucks and truck tractors, and chassis therefor. The combined chassis and body of a special purpose truck, such as a machine shop, mobile laundry, or dental laboratory, is classified in this class. Includes Panel, Delivery and Pick up Trucks, Tactical and Administrative Military Cargo Carrying Vehicles, including Wheel Mounted Amphibian Vehicles; Truck Tractor and Trailer Combinations; Armored Cars.
N2320001	**TRUCKS, COMMERCIAL, LIGHT DUTY (10,000 LBS GVW OR UNDER)** TRUCKS, COMMERCIAL, LIGHT DUTY (10,000 LBS GVW OR UNDER)
N2320002	**CAMPER TYPE VEHICLES** CAMPER TYPE VEHICLES
N2320003	**TRUCK, LIGHT, UTILITY-LINE MAINTENANCE** TRUCK, LIGHT, UTILITY-LINE MAINTENANCE
N2320004	**TRUCKS COMMERCIAL, LIGHT DUTY - EXPORTED** TRUCKS COMMERCIAL, LIGHT DUTY - EXPORTED
N2320005	**TRUCKS, ARMOUR PROTECTED** TRUCKS, ARMOUR PROTECTED
N2320B	**TRUCK, UTILITY, 4 X 4, MILITARY CONFIGURATION** TRUCK, UTILITY, 4 X 4, MILITARY CONFIGURATION
N2320D	**TRUCK AND TRUCK TRACTOR WHEELED, DIESEL, OVER 10,000 GVWR (EXCEPT MILITARY CONFIGURATION)** TRUCK AND TRUCK TRACTOR WHEELED, DIESEL, OVER 10,000 GVWR (EXCEPT MILITARY CONFIGURATION)
N2320DAA	**TRUCK, (DUMP, STAKE, VAN) DIESEL POWERED, TO 27,499 LBS GVWR** TRUCK, (DUMP, STAKE, VAN) DIESEL POWERED, TO 27,499 LBS GVWR
N2320DAB	**TRUCKS (DUMP, STAKE, VAN) DIESEL-POWERED, 27,500 LBS GVWR AND UP** TRUCKS (DUMP, STAKE, VAN) DIESEL-POWERED, 27,500 LBS GVWR AND UP
N2320DDB	**TRUCK, FUEL SERVICE, DIESEL, 27,500 GVWR AND UP** TRUCK, FUEL SERVICE, DIESEL, 27,500 GVWR AND UP
N2320DFB	**TRUCK, LIQUID WASTE DISPOSAL, DIESEL, 27,500 GVWR AND UP** TRUCK, LIQUID WASTE DISPOSAL, DIESEL, 27,500 GVWR AND UP
N2320DGB	**TRUCK, MAINTENANCE, DIESEL, 27,500 GVWR AND UP** TRUCK, MAINTENANCE, DIESEL, 27,500 GVWR AND UP

GSIN Categories (141)	
N2320DJA	**TRUCK, REFUSE COLLECTION, DIESEL, TO 27,499 GVWR** TRUCK, REFUSE COLLECTION, DIESEL, TO 27,499 GVWR
N2320DJB	**TRUCK, REFUSE COLLECTION, DIESEL, 27,500 GVWR AND UP** TRUCK, REFUSE COLLECTION, DIESEL, 27,500 GVWR AND UP
N2320DLA	**TRUCK, TANKER, DIESEL, TO 27,499 GVWR** TRUCK, TANKER, DIESEL, TO 27,499 GVWR
N2320DMA	**TRUCK, TRACTOR, DIESEL, TO 27,499 GVWR** TRUCK, TRACTOR, DIESEL, TO 27,499 GVWR
N2320DMB	**TRUCK, TRACTOR, DIESEL, 27,500 GVWR AND UP** TRUCK, TRACTOR, DIESEL, 27,500 GVWR AND UP
N2320DRA	**TRUCK, SANDER (HOPPER BODY) DIESEL, TO 27,499 GVWR** TRUCK, SANDER (HOPPER BODY) DIESEL, TO 27,499 GVWR
N2320DRB	**TRUCK, SANDER (HOPPER BODY) DIESEL, 27,500 GVWR AND UP** TRUCK, SANDER (HOPPER BODY) DIESEL, 27,500 GVWR AND UP
N2320DX	**TRUCK, TRACTOR, YARD, TRAILER SPOTTER OFF HIGHWAY, DIESEL POWERED** TRUCK, TRACTOR, YARD, TRAILER SPOTTER OFF HIGHWAY, DIESEL POWERED
N2320G	**TRUCK AND TRUCK TRACTOR WHEELED, GASOLINE POWERED, OVER 10,000 GVWR (EXCEPT MILITARY CONFIGURATION)** TRUCK AND TRUCK TRACTOR WHEELED, GASOLINE POWERED, OVER 10,000 GVWR (EXCEPT MILITARY CONFIGURATION)
N2320GA	**TRUCK, (DUMP, STAKE, VAN) GASOLINE POWERED** TRUCK, (DUMP, STAKE, VAN) GASOLINE POWERED
N2320GG	**TRUCK, MAINTENANCE, GASOLINE POWERED** TRUCK, MAINTENANCE, GASOLINE POWERED
N2320GH	**TRUCK, REFRIGERATION, GASOLINE POWERED** TRUCK, REFRIGERATION, GASOLINE POWERED
N2320GM	**TRUCK, TRACTOR, GASOLINE POWERED** TRUCK, TRACTOR, GASOLINE POWERED
N2320GP	**VEHICLES, ALL TERRAIN, ATV, WHEELED (EXCEPT MILITARY CONFIGURATION)** VEHICLES, ALL TERRAIN, ATV, WHEELED (EXCEPT MILITARY CONFIGURATION)
N2320GPM	**VEHICLES, ALL TERRAIN, WHEELED (6X6) MILITARY CONFIGURATION, DIESEL POWERED** VEHICLES, ALL TERRAIN, WHEELED (6X6) MILITARY CONFIGURATION, DIESEL POWERED
N2320GQ	**TRUCK, WRECKER, GASOLINE POWERED** TRUCK, WRECKER, GASOLINE POWERED
N2320GR	**TRUCK, EQUIPPED WITH HYDRAULIC CRANE** TRUCK, EQUIPPED WITH HYDRAULIC CRANE
N2320GS	**TRUCK, SANDER (HOPPER BODY) GASOLINE POWERED** TRUCK, SANDER (HOPPER BODY) GASOLINE POWERED
N2320GT	**TRUCK, AIRCRAFT SERVICING, CATERING** TRUCK, AIRCRAFT SERVICING, CATERING
N2320GU	**TRUCK, EQUIPPED WITH AERIAL BUCKET** TRUCK, EQUIPPED WITH AERIAL BUCKET
N2320GV	**TRUCK, EQUIPPED WITH AIRCRAFT BOARDING STAIRS** TRUCK, EQUIPPED WITH AIRCRAFT BOARDING STAIRS
N2320GY	**TRUCK, SPECIAL PURPOSE CUSTOMIZED BODY** TRUCK, SPECIAL PURPOSE CUSTOMIZED BODY
N2320L00	**TRUCK, LIGHT, PERSONNEL CARRIER 6,000 LB GVWR** TRUCK, LIGHT, PERSONNEL CARRIER 6,000 LB GVWR
N2320L01	**TRUCK, LIGHT, PERSONNEL CARRIER, 6,000 LB GVWR, 4 X 4** TRUCK, LIGHT, PERSONNEL CARRIER, 6,000 LB GVWR, 4 X 4
N2320L03	**TRUCK, LIGHT, PERSONNEL CARRIER, 4 X 4, UNDER 6000 LBS GVWR** TRUCK, LIGHT, PERSONNEL CARRIER, 4 X 4, UNDER 6000 LBS GVWR
N2320L20	**TRUCK, LIGHT, PERSONNEL CARRIER, 8000 LB GVWR** TRUCK, LIGHT, PERSONNEL CARRIER, 8000 LB GVWR

GSIN Categories (141)	
N2320L21	**TRUCK, LIGHT, PERSONNEL CARRIER, 4 X 4, 8000 LB GVWR** TRUCK, LIGHT, PERSONNEL CARRIER, 4 X 4, 8000 LB GVWR
N2320L51	**TRUCK, LIGHT, UTILITY, 4 X 4** TRUCK, LIGHT, UTILITY, 4 X 4
N2320L61	**TRUCK, LIGHT, UTILITY, 4 X 4, 100 LB PAY LOAD** TRUCK, LIGHT, UTILITY, 4 X 4, 100 LB PAY LOAD
N2320L71	**TRUCK, LIGHT, UTILITY, 4 X 4, LONG** TRUCK, LIGHT, UTILITY, 4 X 4, LONG
N2320M00	**TRUCK, LIGHT, PERSONNEL CARRIER, 7,500 LB GVWR** TRUCK, LIGHT, PERSONNEL CARRIER, 7,500 LB GVWR
N2320M30	**TRUCK, LIGHT, PERSONNEL CARRIER, 8 PASSENGERS** TRUCK, LIGHT, PERSONNEL CARRIER, 8 PASSENGERS
N2320M50	**TRUCK, LIGHT, PERSONNEL CARRIER, 7700 LB TO 8200 LB GVWR** TRUCK, LIGHT, PERSONNEL CARRIER, 7700 LB TO 8200 LB GVWR
N2320M60	**TRUCK, LIGHT, PASSENGER VAN, GARAGEABLE, GMV SPEC M60** TRUCK, LIGHT, PASSENGER VAN, GARAGEABLE, GMV SPEC M60
N2320N00	**TRUCK, LIGHT, PICK-UP, 5,300 LB GVWR** TRUCK, LIGHT, PICK-UP, 5,300 LB GVWR
N2320N01	**TRUCK, LIGHT, PICK-UP, COMPACT, 4 X 4** TRUCK, LIGHT, PICK-UP, COMPACT, 4 X 4
N2320N20	**TRUCK, LIGHT, PICK-UP, COMPACT, LONG** TRUCK, LIGHT, PICK-UP, COMPACT, LONG
N2320N21	**TRUCK, LIGHT, PICK-UP, COMPACT, LONG, 4 X 4** TRUCK, LIGHT, PICK-UP, COMPACT, LONG, 4 X 4
N2320N40	**TRUCK, LIGHT, PICK-UP** TRUCK, LIGHT, PICK-UP
N2320N41	**TRUCK, LIGHT, PICK-UP** TRUCK, LIGHT, PICK-UP
N2320N60	**TRUCK, LIGHT, PICK-UP, MIN. 6000 LB GVWR** TRUCK, LIGHT, PICK-UP, MIN. 6000 LB GVWR
N2320N61	**TRUCK, LIGHT, PICK-UP, MIN. 6000 LB GVWR, 4 X 4** TRUCK, LIGHT, PICK-UP, MIN. 6000 LB GVWR, 4 X 4
N2320N70	**TRUCK, LIGHT, PICK-UP, MINIMUM 995KG, CVWR, VW** TRUCK, LIGHT, PICK-UP, MINIMUM 995KG, CVWR, VW
N2320N80	**TRUCK, LIGHT, PICK-UP, MIN. 8000 LB GVWR** TRUCK, LIGHT, PICK-UP, MIN. 8000 LB GVWR
N2320N81	**TRUCK, LIGHT, PICK-UP, MIN. 8000 LB GVWR, 4 X 4** TRUCK, LIGHT, PICK-UP, MIN. 8000 LB GVWR, 4 X 4
N2320Q00	**TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 5500 LB GVWR** TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 5500 LB GVWR
N2320Q01	**TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 5500 LB GVWR, 4 X 4** TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 5500 LB GVWR, 4 X 4
N2320Q20	**TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 7900 LB GVWR** TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 7900 LB GVWR
N2320Q21	**TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 7900 LB GVWR, 4 X 4** TRUCK, LIGHT, PICK-UP, EXTENDED CAB, 7900 LB GVWR, 4 X 4
N2320Q80	**TRUCK, LIGHT, CREW CAB, 8100 LB GVWR, LONG** TRUCK, LIGHT, CREW CAB, 8100 LB GVWR, LONG
N2320Q81	**TRUCK, LIGHT, CREW CAB, 8100 LB GVWR, LONG, 4 X 4** TRUCK, LIGHT, CREW CAB, 8100 LB GVWR, LONG, 4 X 4
N2320S50	**TRUCK, LIGHT, FORWARD CONTROL (STEP VAN) CARGO CARRYING** TRUCK, LIGHT, FORWARD CONTROL (STEP VAN) CARGO CARRYING
N2320S70	**TRUCK, LIGHT, VAN-CUTAWAY, 7400-8700 LB GVWR** TRUCK, LIGHT, VAN-CUTAWAY, 7400-8700 LB GVWR

GSIN Categories (141)	
N2320T00	**TRUCK, LIGHT, CARGO VAN, GARAGEABLE, GMV SPEC T00** TRUCK, LIGHT, CARGO VAN, GARAGEABLE, GMV SPEC T00
N2320T20	**TRUCK, LIGHT, VAN, 4500 LB GVWR** TRUCK, LIGHT, VAN, 4500 LB GVWR
N2320T40	**TRUCK, LIGHT, VAN, 5500 LB GVWR** TRUCK, LIGHT, VAN, 5500 LB GVWR
N2320T60	**TRUCK, LIGHT, VAN, 6000 LB GVWR** TRUCK, LIGHT, VAN, 6000 LB GVWR
N2320T80	**TRUCK, LIGHT, VAN, 7500 LB GVWR** TRUCK, LIGHT, VAN, 7500 LB GVWR
N2320W00	**MEDIUM TRUCK CAB-OVER-ENGINE** MEDIUM TRUCK CAB-OVER-ENGINE
N2330	**TRAILERS** Trailers NOTE: This class includes only complete trailers, and chassis therefor. The combined chassis and body of a special purpose trailer, such as a machine shop, mobile laundry, or dental laboratory, is classified in this class.
N2330A	**TRAILERS, (MILITARY PATTERN ONLY)** TRAILERS, (MILITARY PATTERN ONLY)
N2330B	**TRAILER, CARGO VAN** TRAILER, CARGO VAN
N2330C	**TRAILER, FUEL SERVICE** TRAILER, FUEL SERVICE
N2330D	**TRAILER, HOUSE** TRAILER, HOUSE
N2330E	**TRAILER, LIGHT, 5TH WHEEL** TRAILER, LIGHT, 5TH WHEEL
N2330F	**TRAILER, LOW BED** TRAILER, LOW BED
N2330G	**TRAILER, MAINTENANCE** TRAILER, MAINTENANCE
N2330H	**TRAILER, POLE** TRAILER, POLE
N2330K	**TRAILER, SNOWMOBILE** TRAILER, SNOWMOBILE
N2330L	**TRAILER, STAKE** TRAILER, STAKE
N2330M	**TRAILER, TANK** TRAILER, TANK
N2330N	**TRAILER, TENT** TRAILER, TENT
N2330P	**TRAILER, TILT DECK** TRAILER, TILT DECK
N2330Q	**TRAILER, UTILITY** TRAILER, UTILITY
N2330R	**TRAILER, WRECKING** TRAILER, WRECKING
N2330S	**TRAILER, AUTO** TRAILER, AUTO
N2330T	**TRAILER, CABLE REEL** TRAILER, CABLE REEL
N2330U	**TRAILER, TRAVEL** TRAILER, TRAVEL
N2330V	**TRAILER, SPECIALLY EQUIPPED** TRAILER, SPECIALLY EQUIPPED

GSIN Categories (141)	
N2330W	**TRAILER, DUMP** TRAILER, DUMP
N2330X	**TRAILER, HORSE** TRAILER, HORSE
N2330Y	**TRAILER, LIVE STOCK** TRAILER, LIVE STOCK
N2330Z	**Trailer, Boat** Trailer, Boat
N2340	**MOTORCYCLES, MOTOR SCOOTERS AND BICYCLES** MOTORCYCLES, MOTOR SCOOTERS AND BICYCLES
N2340001	**MOTORCYCLES AND MOTOR SCOOTERS** MOTORCYCLES AND MOTOR SCOOTERS
N2340002	**BICYCLES AND TRICYCLES (MANUFACTURERS)** BICYCLES AND TRICYCLES (MANUFACTURERS)
N2345A	**HIOUTNBVIUJGDLKJBOIUJTLKHBUIT DFHSHFKHFKFGKJHJGLSL** HIOUTNBVIUJGDLKJBOIUJTLKHBUIT DFHSHFKHFKFGKJHJGLSL
N2350	**COMBAT, ASSAULT, AND TACTICAL VEHICLES, TRACKED** COMBAT, ASSAULT, AND TACTICAL VEHICLES, TRACKED
N2350A	**TANKS AND TRACKED SELF-PROPELLED WEAPONS AND VEHICLES W/WO AMPHIBIAN CAPABILITIES** TANKS AND TRACKED SELF-PROPELLED WEAPONS AND VEHICLES W/WO AMPHIBIAN CAPABILITIES
N2350E	**TRACKED VEHICLES (SNOWMOBILE)** TRACKED VEHICLES (SNOWMOBILE)
N2350EA	**SNOWMOBILE** SNOWMOBILE
N2350EB	**SNOWMOBILE SLEIGH AND ATTACHMENTS** SNOWMOBILE SLEIGH AND ATTACHMENTS
N2350EC	**SNOWMOBILE, SPARE PARTS** SNOWMOBILE, SPARE PARTS
N2355	**COMBAT, ASSAULT AND TACTICAL VEHICLES, WHEELED** COMBAT, ASSAULT AND TACTICAL VEHICLES, WHEELED
MERX Category (1)	
G	**Goods** Goods
G28	**Special Purpose Vehicles** Special Purpose Vehicles
UNSPSC Category (1)	
76000000	**Industrial Cleaning Services**
76120000	**Refuse disposal and treatment**
76121500	**Refuse collection and disposal**

Amendment Description

Inadvertently posted with a Purchase Type of "One Time Only" when this is an opportunity for a four year contract.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added
Added Categories
No Categories Added
Added Categories
No Categories Added

Removed Categories
No Categories Removed
Removed Categories
No Categories Removed
Removed Categories
No Categories Removed

The
New York State
Contract Reporter

NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Thursday, 07/11/2019

Contracting Opportunity

Title: Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: RFP# 091219

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 07/11/2019

Due Date/Time: 09/12/2019 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - ***Commodities***

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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Sourcewell

Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids (https://www.sourcewell-mn.gov/solicitations) Create Account (/Module/Tenders/en/Vendor/Create/42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index/42b90b89-9f67-483a-96e3-9b0490d01d40)

View Details

Click (https://www.bidsandtenders.ca)here (https://proportal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 091219
Bid Name:	Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services
Bid Status:	**Open**
Bid Closing Date:	Thu Sep 12, 2019 4:30:00 PM (CDT)
Question Deadline:	Thu Sep 5, 2019 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible 1 year extension
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question Register for this Bid Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Pre-proposal Web Conference	Login instructions will be provided to registered plan takers by email two business days prior to the web conference.	Monday August 12, 2019 10:00 AM to 11:00 AM (CDT)	No	

Documents

File Name	Pages	
RFP 091219 Mobile Refuse Collection Vehicles Contract Tuesday July 9, 2019 11:18 AM	--	Download
RFP 091219 Mobile Refuse Collection Vehicles Tuesday July 9, 2019 11:18 AM	--	Download

Addenda

No Addenda Available ...

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Sourcewell Formerly NJPA

Bid RFP #091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

[Switch to Vendor View]

Bid Type	**RFP**
Bid Number	**091219**
Title	**Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services**
Start Date	**Jul 11, 2019 9:30:38 AM CDT**
End Date	**Sep 12, 2019 4:30:00 PM CDT**
Agency	**Sourcewell**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report]
[Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Delivery Information

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Pre-Bid Conference

Date	**Aug 12, 2019 10:00:00 AM CDT**
Location	**WebEx Conference**
Notes	**Login instructions will be provided to registered plan takers by email two business days prior to the web conference.**

Documents

No Documents for this bid

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Alberta Purchasing Connection

Alberta Government

Opportunity Notice

Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Category: Goods

This opportunity is now **closed**.

View Bid Package

View Interested Vendors (Bidders)

Opportunity Information

Organization:	Alberta Association of Municipal Districts and Counties
Organization Address:	
Reference Number:	AB-2019-04358
Solicitation Number:	AB-2019-04358
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy)**:**	07/11/2019 03:30:00 PM Alberta Time
Closing (MM/dd/yyyy)**:**	09/12/2019 03:30:59 PM Alberta Time
Last Update (MM/dd/yyyy)**:**	07/11/2019 03:01:31 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:
N4540A: Garbage Disposal Units
N4540: Waste Disposal Equipment
N2320DJA: Truck, Refuse Collection, Diesel, to 27,499 GVWR
N2320GJ: Truck, Refuse Collection, Gasoline Powered
N2320DJB: Truck, Refuse Collection, diesel, 27,500 GVWR and Up

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Sourcewell

OPEN

Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
August 12, 2019 at 10:00 am CDT

Proposals Due:
September 12, 2019 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

Sourcewell for Vendors →

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Columbia, South Carolina publisher of

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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004291856	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Brandon Town

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
4291856

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

July 11, 2019

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 23rd day of July in the year of 2019

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

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WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News | Utah Media Group | The Salt Lake Tribune

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CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
SOURCEWELL, Accounting Dept PO BOX 219 STAPLES MN 56479	9001496962
	DATE
	7/11/2019

ACCOUNT NAME
SOURCEWELL,

TELEPHONE	ORDER # / INVOICE NUMBER
2188945483	0001260532 /

PUBLICATION SCHEDULE
START 07/11/2019 END 07/11/2019

CUSTOMER REFERENCE NUMBER
2102000004

CAPTION
REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agenc

SIZE
36 LINES 1 COLUMN(S)

TIMES	TOTAL COST
3	83.12

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

12560532 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Ve** FOR **SOURCEWELL,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 07/11/2019 End 07/11/2019

DATE 7/11/2019 SIGNATURE Lgudmundson

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11TH DAY OF JULY IN THE YEAR 2019

BY LORAINE GUDMUNDSON.

JAE LEVI
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 05/29/2022
Commission # 700608

Jae Levi
NOTARY PUBLIC SIGNATURE

FOR THE RECORD

All times ET

MLB

East Division

	W	L	Pct	GB
New York	57	31	.648	–
Tampa Bay	52	39	.571	6½
Boston	49	41	.544	9
Toronto	34	57	.374	24½
Baltimore	27	62	.303	30½

Central Division

	W	L	Pct	GB
Minnesota	56	33	.629	–
Cleveland	50	38	.568	5½
Chicago	42	44	.488	12½
Kansas City	30	61	.330	27
Detroit	28	57	.329	26

West Division

	W	L	Pct	GB
Houston	57	33	.633	–
Oakland	50	41	.549	7½
Texas	48	42	.533	9
Los Angeles	45	46	.495	12½
Seattle	39	55	.415	20

Tuesday
American League 4, National League 3

Wednesday
No games scheduled

Thursday
Houston at Texas, 8:05 p.m.

National League
East Division

	W	L	Pct	GB
Atlanta	54	37	.593	–
Washington	47	42	.528	6
Philadelphia	47	43	.522	6½
New York	40	50	.444	13½
Miami	33	55	.375	19½

Central Division

	W	L	Pct	GB
Chicago	47	43	.522	–
Milwaukee	47	44	.516	½
St. Louis	44	44	.500	2
Pittsburgh	44	45	.494	2½
Cincinnati	41	46	.471	4½

West Division

	W	L	Pct	GB
Los Angeles	60	32	.652	–
Arizona	46	45	.505	13½
San Diego	45	45	.500	14
Colorado	44	45	.494	14½
San Francisco	41	48	.461	17½

Tuesday
American League 4, National League 3

Wednesday
No games scheduled

Thursday
No games scheduled

Tuesday
American League 4, National League 3

NL	AB	R	H	BI	BB	SO	Avg.
Yelich lf	2	0	0	0	0	1	.000
Bryant lf	1	0	0	0	0	1	.000
McNeil lf	1	0	0	0	0	0	.000
Baez ss	2	0	0	0	0	1	.000
Story ss	1	0	0	0	0	1	.000
DeJong ss	0	0	0	0	1	0	.258
Freeman 1b	1	0	0	0	1	1	.000
Blackmon rf	2	1	1	1	0	1	.500
Bellinger rf	2	0	0	0	0	2	.000
Alonso 1b	2	0	1	2	0	1	.500
Arenado 3b	2	0	0	0	0	0	.000
Moustakas 3b	2	0	0	0	0	0	.000
Bell dh	2	0	1	0	0	0	.500
d-Realmuto ph-dh	2	0	0	0	0	1	.000
Contreras c	2	0	0	0	0	1	.000
Muncy 2b	2	0	0	0	0	1	.000
Marte 2b	2	0	1	0	0	1	.500
Grandal c	1	1	0	0	1	1	.000
Acuna Jr. cf	2	0	0	0	0	2	.000
Dahl cf	1	1	1	0	0	0	1.000
Totals	**32**	**3**	**5**	**3**	**3**	**16**	

AL	AB	R	H	BI	BB	SO	Avg.
Springer rf	2	0	1	0	0	1	.500
a-Lindor ph-ss	2	0	0	0	0	1	.000
LeMahieu 2b	2	0	0	0	0	0	.000
b-Torres ph-2b	2	0	1	0	0	1	.500
Trout cf	2	0	0	0	0	0	.000
Merrifield cf	2	0	0	0	0	1	.000
Santana 1b	3	0	0	0	0	1	.000
Abreu 1b	1	0	0	0	0	0	.000
Martinez dh	2	0	0	0	0	1	.000
c-Vogelbach ph-dh	1	0	0	0	0	0	.000
Bregman 3b	2	1	1	0	0	0	.500
M.Chapman 3b	0	1	0	0	1	0	.265
Sanchez c	2	1	1	0	0	0	.500
McCann c	1	0	1	0	0	0	1.000
Brantley lf	1	0	1	1	0	0	1.000
Meadows lf-rf	1	0	0	0	0	0	.000
e-Bogaerts ph	1	0	0	0	0	0	.000
Betts rf	0	0	0	0	0	0	.272
Polanco ss	2	0	1	1	0	1	.500
Gallo lf	1	1	1	1	0	0	1.000
Totals	**30**	**4**	**8**	**3**	**1**	**7**	

NL	**000**	**001**	**020**	**–**	**3**	**5**	**0**
AL	**010**	**010**	**20x**	**–**	**4**	**8**	**0**

a-struck out for Springer in the 5th. b-struck out for LeMahieu in the 5th. c-flied out for Martinez in the 6th. d-popped out for Bell in the 7th. e-grounded out for Meadows in the 7th.
LOB–NL 5, AL 3. 2B–Marte, Sanchez, Brantley. HR–Blackmon, off Hendriks; Gallo, off Smith. RBIs–Alonso 2, Blackmon, Brantley, Polanco, Gallo. SB–Alonso, DeJong.
Runners left in scoring position–NL 4 (Baez, Bell, Moustakas 2); AL 2 (Santana, Polanco). RISP–NL 1 for 8; AL 1 for 6.
Runners moved up–Arenado, LeMahieu, Trout, Meadows, Bogaerts. GIDP–Abreu, Bogaerts.
DP–NL 2 (DeJong, Muncy, Alonso), (DeJong, Muncy, Alonso).

NL	IP	H	R	ER	BB	SO	NP	ERA
Ryu	1	1	0	0	0	0	12	0.00
Kershaw, L	1	2	1	1	0	1	16	9.00
deGrom	1	0	0	0	0	1	7	0.00
Castillo	1	0	0	0	0	2	15	0.00
Buehler	1	2	1	1	0	2	19	9.00
Soroka	1	0	0	0	0	0	10	0.00
Woodruff	⅔	1	1	1	1	0	12	13.50
Smith	⅓	1	1	1	0	0	3	27.00
Alcantara	1	1	0	0	0	1	10	0.00

AL	IP	H	R	ER	BB	SO	NP	ERA
Verlander	1	0	0	0	0	2	14	0.00
Tanaka, W	1	1	0	0	0	1	17	0.00
Berrios, H, 0	1	1	0	0	0	2	13	0.00
Giolito, H, 0	1	0	0	0	1	1	13	0.00
Bieber, H, 0	1	0	0	0	0	3	19	0.00
Hendriks, H, 7	1	1	1	1	0	3	19	9.00
Greene, H, 0	1	0	0	0	0	0	12	0.00
Hand, H, 0	1	2	2	2	2	1	33	18.00
A.Chapman, S	1	0	0	0	0	3	12	0.00

Umpires–Home, Mark Wegner; First, Brian O'Nora; Second, Phil Cuzzi; Third, Tim Timmons; Right, Jordan Baker; Left, D.J. Reyburn. T–2:48. A–36,747 (35,225).

TOUR DE FRANCE

Wednesday
Colmar, France
Fifth Stage

A 175.5-kilometer (109-mile) hilly ride near the German border from Saint-Dié-des-Vosges to Colmar, with a pair of Category 2 climbs sandwiched by a pair of Category 3s.
1. Peter Sagan, Slovakia, Bora-Hansgrohe, 4:02:33.
2. Wout Van Aert, Belgium, Jumbo-Visma, same time.
3. Matteo Trentin, Italy, Mitchelton-Scott, same time.
4. Sonny Colbrelli, Italy, Bahrain-Merida, same time.
5. Greg Van Avermaet, Belgium, CCC, same time.
6. Julien Simon, France, Cofidis, same time.
7. Michael Matthews, Australia, Sunweb, same time.
8. Nils Politt, Germany, Katusha Alpecin, same time.
9. Jasper Stuyven, Belgium, Trek-Segafredo, same time.
10. Julian Alaphilippe, France, Deceuninck-QuickStep, same time.
11. Xandro Meurisse, Belgium, Wanty-Gobert, same time.
12. Edvald Boasson Hagen, Norway, Dimension Data, same time.
13. Alberto Bettiol, Italy, EF Education First, same time.
14. Guillaume Martin, France, Wanty-Gobert, same time.
15. Alexey Lutsenko, Kazakhstan, Astana, same time.
16. Omar Fraile, Spain, Astana, same time.
17. Fabio Felline, Italy, Trek-Segafredo, same time.
18. David Gaudu, France, Groupama-FDJ, same time.
19. Warren Barguil, France, Arkea-Samsic, same time.
20. Daryl Impey, South Africa, Mitchelton-Scott, same time.
Overall Standings(After five stages)
1. Julian Alaphilippe, France, Deceuninck-QuickStep, 18:44:12.
2. Wout Van Aert, Belgium, Jumbo-Visma, :14.
3. Steven Kruijswijk, Netherlands, Jumbo-Visma, :25.
4. George Bennett, New Zealand, Jumbo-Visma, same time.
5. Michael Matthews, Australia, Sunweb, :40.
6. Egan Bernal, Colombia, Ineos, same time.
7. Geraint Thomas, Britain, Ineos, :45.
8. Enric Mas, Spain, Deceuninck-QuickStep, :46.
9. Peter Sagan, Slovakia, Bora-Hansgrohe, :50.
10. Greg Van Avermaet, Belgium, CCC, :51.
11. Michael Woods, Canada, EF Education First, same time.
12. Wilco Kelderman, Netherlands, Sunweb, same time.
13. Thibaut Pinot, France, Groupama-FDJ, :52.
14. Rigoberto Urán, Colombia, EF Education First, :53.
15. Tejay Van Garderen, United States, EF Education First, same time.
16. Sonny Colbrelli, Italy, Bahrain-Merida, :56.
17. Matteo Trentin, Italy, Mitchelton-Scott, :57.
18. David Gaudu, France, Groupama-FDJ, same time.
19. Rudy Molard, France, Groupama-FDJ, same time.
20. Nicolas Roche, Ireland, Sunweb, 1:00.

SOCCER

National Women's Soccer League

	W	L	T	Pts	GF	GA
Reign FC	5	1	5	20	12	9
North Carolina	5	2	4	19	24	12
Portland	5	2	4	19	19	13
Washington	5	3	3	18	17	11
Utah	5	3	2	17	8	7
Chicago	4	5	2	14	17	18
Houston	3	4	4	13	13	18
Orlando	2	8	2	8	12	27
Sky Blue FC	1	7	2	5	8	15

Friday
Utah at Sky Blue FC, 7:30 p.m.

Saturday
Reign FC at North Carolina, 7 p.m.
Chicago at Houston, 8:30 p.m.

Sunday
Orlando at Portland, 3 p.m.

MLS
EASTERN CONFERENCE

	W	L	T	Pts	GF	GA
Philadelphia	10	5	6	36	39	28
D.C. United	8	5	7	31	25	21
Atlanta	9	7	3	30	27	23
Montreal	9	9	3	30	26	34
NY City FC	7	2	8	29	30	20
New York	8	7	4	28	33	27
Toronto FC	6	8	5	23	30	33
New England	6	8	5	23	22	36
Orlando City	6	9	4	22	27	27
Chicago	5	8	7	22	31	29
Columbus	5	13	2	17	17	30
Cincinnati	4	13	2	14	18	44

WESTERN CONFERENCE

	W	L	T	Pts	GF	GA
Los Angeles	13	2	4	43	50	16
LA Galaxy	11	7	1	34	26	22
Seattle	9	5	5	32	29	25
Minnesota	9	7	3	30	36	29
FC Dallas	8	7	5	29	29	25
San Jose	8	7	4	28	30	30
Houston	8	7	3	27	28	25
Real Salt Lake	8	9	2	26	25	29
Portland	7	8	2	23	26	28
Sporting KC	5	7	7	22	29	34
Vancouver	4	8	8	20	22	31
Colorado	5	10	4	19	29	38

Friday
New England at D.C. United, 7 p.m.
Los Angeles FC at Houston, 9 p.m.
San Jose at LA Galaxy, 11 p.m.

WNBA

EASTERN CONFERENCE

	W	L	Pct	GB
Washington	9	5	.643	–
Connecticut	9	6	.600	½
Chicago	7	7	.500	2
New York	7	8	.467	2½
Indiana	6	10	.375	4
Atlanta	4	10	.286	5

WESTERN CONFERENCE

	W	L	Pct	GB
Las Vegas	10	5	.667	–
Minnesota	8	6	.571	1½
Phoenix	7	6	.538	2
Los Angeles	7	7	.500	2½
Seattle	8	8	.500	2½
Dallas	5	9	.357	4½

Tuesday
Dallas 74, Los Angeles 62

Wednesday
Atlanta 78, Connecticut 75
Phoenix 91, Washington 68
Las Vegas 74, Indiana 71
Minnesota at Chicago, late

Friday
Los Angeles at Indiana, 7 p.m.
Minnesota at Atlanta, 7:30 p.m.
Phoenix at Connecticut, 8 p.m.
New York at Chicago, 8 p.m.
Dallas at Seattle, 10 p.m.

TENNIS

Wimbledon Results
LONDON – Results Wednesday from Wimbledon at The All England Lawn Tennis & Croquet Club (seedings in parentheses):

Men's Singles
Quarterfinals
Novak Djokovic (1), Serbia, def. David Goffin (21), Belgium, 6-4, 6-0, 6-2.
Roberto Bautista Agut (23), Spain, def. Guido Pella (26), Argentina, 7-5, 6-4, 3-6, 6-3.
Rafael Nadal (3), Spain, def. Sam Querrey, United States, 7-5, 6-2, 6-2.
Roger Federer (2), Switzerland, def. Kei Nishikori (8), Japan, 4-6, 6-1, 6-4, 6-4.

Men's Doubles
Quarterfinals
Raven Klaasen, South Africa, and Michael Venus (3), New Zealand, def. Henri Kontinen, Finland, and John Peers (8), Australia, 4-6, 6-3, 6-7 (5), 6-4, 6-3.

Women's Doubles
Third Round
Danielle Collins and Bethanie Mattek-Sands , United States, def. Victoria Azarenka, Belarus, and Ash Barty (10), Australia, walkover.

Quarterfinal
Hsieh Su-wei, Taiwan, and Barbora Strycova (3), Czech Republic, def. Elise Mertens, Belgium, and Aryna Sabalenka (6), Belarus, 6-4, 6-2.
Gabriela Dabrowski, Canada, and Xu Yifan (4), China, def. Bethanie Mattek-Sands and Danielle Collins, United States, 6-1, 6-3.
Barbora Krejcikova and Katerina Siniakova (2), Czech Republic, def. Anna-Lena Groenefeld, Germany, and Demi Schuurs (8), Netherlands, 6-2, 7-6 (1).

Mixed Doubles
Third Round
Bruno Soares, Brazil, and Nicole Melichar (1), United States, def. Andy Murray, Britain, and Serena Williams, United States, 6-3, 4-6, 6-2.
Matwe Middelkoop, Netherlands, and Yang Zhaoxuan, China, def. Marcus Daniell, New Zealand, and Jennifer Brady, United States, 6-2, 6-7 (5), 6-4.
Wesley Koolhof, Netherlands, and Kveta Peschke (5), Czech Republic, def. Aisam-ul-Haq Qureshi, Pakistan, and Nadiia Kichenok, Ukraine, 7-6 (5), 6-4.
Artem Sitak, New Zealand, and Laura Siegemund, Germany, def. Mate Pavic, Croatia, and Gabriela Dabrowski (3), Canada, 5-7, 7-6 (5), 13-12 (5).
Ivan Dodig, Croatia, and Latisha Chan (8), Taiwan, def. Edouard Roger-Vasselin, France, and Andreja Klepac (11), Slovenia, 2-6, 6-3, 6-4.

AUTO RACING

NASCAR Monster Energy Cup Points Leaders
1. Joey Logano, 700
2. Kyle Busch, 682
3. Kevin Harvick, 625
4. Brad Keselowski, 613
5. Martin Truex Jr., 597
6. Denny Hamlin, 588
7. Chase Elliott, 585
8. Kurt Busch, 564
9. Alex Bowman, 534
10. Aric Almirola, 512
11. Ryan Blaney, 508
12. William Byron, 498
13. Jimmie Johnson, 474
14. Kyle Larson, 473
15. Clint Bowyer, 444
16. Ryan Newman, 443
17. Daniel Suarez, 440
18. Erik Jones, 430
19. Ricky Stenhouse Jr., 398
20. Paul Menard, 390

IndyCar Points Leaders Through June 23
1. Josef Newgarden, 402
2. Alexander Rossi, 395
3. Simon Pagenaud, 341
4. Scott Dixon, 308
5. Takuma Sato, 292
6. Will Power, 294
7. Ryan Hunter-Reay, 271
8. Graham Rahal, 244
9. James Hinchcliffe, 216
10. Felix Rosenqvist, 209
11. Sebastien Bourdais, 208
12. Santino Ferrucci, 204
13. Spencer Pigot, 194
14. Colton Herta, 183
15. Marcus Ericsson, 183
16. Marco Andretti, 174
17. Tony Kanaan, 156
18. Zach Veach, 153
19. Ed Jones, 152
20. Matheus Leist, 145

DEALS

BASEBALL
American League
HOUSTON ASTROS – Sent RHP Joe Smith to Corpus Christi (PCL) for a rehab assignment.
OAKLAND ATHLETICS – Sent RHP Jharel Cotton to Stockton (Cal) for a rehab assignment.
SEATTLE MARINERS – Signed RHPs Michael Limoncelli, Anthony Tomczak and Dutch Landis to minor league contracts.

National League
CINCINNATI REDS – Optioned INF/OF Josh VanMeter to Louisville (IL).
LOS ANGELES DODGERS – Optioned 1B Matt Beaty to Oklahoma City (PCL). Reinstated SS Corey Seager from the 10-day IL.
ST. LOUIS CARDINALS – Signed OF Tommy Jew to a minor league contract.

SPORTS ON TV

Times p.m. Eastern unless noted. Check local listings.

AUTO RACING: NASCAR Gander Outdoors Truck Series: qualifying (FS1, 4); NASCAR Gander Outdoors Truck Series: The Buckle Up in Your Truck 225 (FS1, 7:30);

CYCLING: Tour de France: Stage 6, 98 miles, Mulhouse to La Planche des Belles Filles, France (NBCSN, 7:30 a.m.)

GOLF: European Tour Golf: The Scottish Open, first round (Golf, 5:30 a.m.); European Tour Golf: The Scottish Open, first round (Golf, 9:30 a.m.); PGA Tour Champions Golf: Senior Players Championship, first round (Golf, 1:30); PGA Tour Golf: The John Deere Classic, first round (Golf, 4); LPGA Tour Golf: The Marathon Classic, first round (Golf, 7:30)

HIGH SCHOOL BASEBALL: GEICO City Series: Teams TBD, third-place game (ESPNU, 3); GEICO City Series: Teams TBD, championship game (ESPNU, 6)

MIXED MARTIAL ARTS: Professional Fighters League: women's lightweights and men's welterweights (ESPN2, 8:30)

MLB: Houston at Texas (ESPN, 8)

NBA: Summer League: Toronto vs. Indiana (NBA, 6); Summer League: Washington vs. Atlanta (ESPN2, 6:30); Summer League: Portland vs. Oklahoma City (NBA, 8); Summer League: Houston vs. Utah (ESPNU, 8:30); Summer League: Sacramento vs. LA Clippers (NBA, 10); Summer League: Memphis vs. Boston (ESPN2, 10:30)

TENNIS: Wimbledon: E. Svitolina vs. S. Halep and S. Williams vs. B. Strýcová, Ladies' Semifinals (ESPN, 8 a.m.)

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NOTICES

LEGAL NOTICE

In Re: Flipdaddy's, LLC
Case No. 1:18-14408
United States Bankruptcy Court, Southern District of Ohio
Western Division

NOTICE OF ENTRY OF ORDER APPROVING THE DISCLOSURE STATEMENT OF FLIPDADDY'S, LCC ON JUNE 26, 2019 INCLUDING RIGHTS OFFERING PROCEDURES AND RELATED MATERIALS. (Doc. No. 130) ("THE OFFER")

The Offer and Rights Offering includes the ability of any current member or the general public to acquire a new membership interest in exchange for any previously issued membership interests or for any individual or entity to acquire what would be a pro rata share and voting interest of up to twenty five percent (25%) of the newly issued membership interests in Flipdaddy's, LLC, the Reorganized Debtor. The Offer is subject to the Procedures set forth in the Rights Offering, Related Letter of Transmittal, together with any amendments, supplements and additional materials making up the Rights Offering Materials.

Neither the Securities and Exchange Commission nor any State Securities Commission has approved or disapproved of the Membership Interests to be issued as consideration for the Offer or passed on the adequacy of accuracy of the materials and information underlying the Offer and the Disclosure Statement.

If you have further interest and wish to acquire further information, please contact:

Steven L. Diller
Diller & Rice, LLC
124 E. Main Street, Van Wert, Ohio 45891
Telephone: (419) 238-5025
Facsimile: (419) 238-4705
e-mail: steven@drlawllc.com

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services** to result in a national contracting solution for use by its members.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) posted procurement solicitations at www.tips-usa.com for the following categories:

190701 Web Hosting, Services or Content Management
190702 Temporary Flood Barriers
190703 Video and Audio Equipment, Presentation Systems, Production and other Services

Proposals are due and will be opened on August 16, 2019, at 3:00 pm local time. Awards are tentatively scheduled for September 26, 2019 by the Region 8 ESC Board, 4845 US Highway 271 North, Pittsburg, Texas 75686. Call 866-839-8477 for problems with website or questions.

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NOTICES

PUBLIC NOTICE

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Edit Solicitation Record

Solicitation Details

Document Identifier	41831
Customer reference number	RFP 091219
Organization Name	Enterprise Services (DES), Dept. of
Solicitation Title	Mobile Refuse Collection Vehicles with Related Equipment
Description	This is a courtesy notification only on behalf of Sourcewell, formerly the National Joint Powers Alliance ®(NJPA)for RFP #091219 Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services.
Solicitation type	RFP
Open or Selective	Open
Estimated Value	
Commodity Code(s)	967-84-Transport Equipment, 545-11-Compactors, Trash, Industrial, Stationary to Include Sanitary Landfill Type (See 045 and 165 for Other Types), 475-34-Disposal Systems, Non-reusable (For Blades, Hospital Waste Containers, Needles, Syringes, etc.), 450-34-Garbage Cans, Containers and Racks, 998-49-Garbage and Refuse Containers, Sale of Surplus and Obsolete Items, 975-37-Garbage/Refuse Equipment (Dumpsters, etc.) Rental or Lease, 450-65-Refuse Carts, Chutes, Containers, and Holders (Commercial), 929-65-Refuse/Garbage Burning Equipment, Maintenance and Repair, 065-75-Refuse/Garbage Collection Bodies and Parts, 929-66-Refuse/Garbage Collection/Dumping Equipment Maintenance and Repair
Counties	View More Detail ▼
Posting Date	7/15/2019
Closing Date	9/12/2019
Contact Name	Breann Aggers
Contact Phone	(360) 407-6043 #
Contact Email	breann.aggers@des.wa.gov
History	View More Detail ▼
Vendors downloading	View More Detail ▼
Attachments	Solicitation Documents

File
Courtesy Post Mobile Refuse Collection.doc

Solicitation Amendments

BACK

RFP #091219
REQUEST FOR PROPOSALS
for
Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Proposal Due Date: September 12, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 12, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 11, 2019
Pre-proposal Conference:	August 12, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	September 5, 2019, 4:30 p.m., Central Time
Proposal Due Date:	**September 12, 2019** 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 12, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services, including, but not to be limited to:
   a. Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including hybrid or electric powered vehicles.

Proposer may elect to offer a product-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on mobile refuse collection vehicles. Proposers may offer related equipment, accessories and services to the extent that they are complementary to mobile refuse collection vehicles:
   a. Technological, logistical or mechanical accessories primarily intended and designed to increase operator or vehicle safety and efficiency;
   b. Preventative maintenance, maintenance, and repair services.

3. This solicitation should NOT be construed to include:
   a. Chassis-only solutions;
   b. Technology-only solutions;
   c. Body or upfitting solutions for low speed vehicles; and
   d. Refuse collection services.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies, and Accessories (Sourcewell RFP #041217)

2. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (Sourcewell RFP #062117)
3. Low Speed Vehicles, Medium Speed Vehicles, and Utility Vehicles, with Related Equipment, Accessories, and Supplies (Sourcewell RFP #051717)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.

5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $90 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

II. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

III. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

IV. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to

potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the

Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

V. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services,

and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days'

following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to

be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.

8/9/2019

Addendum No. 1
Solicitation Number: RFP 091219
Solicitation Name: Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it possible to include video hyperlinks, image files, or customer testimonial documentation when responding in the Portal?

Answer 1:

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 091219 distributed via email and posted to the Sourcewell Procurement Portal on 8/9/2019, is required at the time of proposal submittal.

8/16/2019

Addendum No. 2
Solicitation Number: RFP 091219
Solicitation Name: Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In what format will the proposal be reviewed by the committee? Will it be a printed out of the Sourcewell Procurement Portal or will it be reviewed online?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. The evaluation committee has access to each proposal in a variety of formats through the Portal, any or all of which may be utilized in the discretion of the evaluation committee and its members.

End of Addendum

Acknowledgement of this Addendum to RFP 091219 distributed via email and posted to the Sourcewell Procurement Portal on 8/16/2019, is required at the time of proposal submittal.

8/19/2019

Addendum No. 3
Solicitation Number: RFP 091219
Solicitation Name: Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will technical specifications regarding cab-chassis and body requirements be made available?

Answer 1:

Please refer to Section II, A. Solutions-Based Solicitations, within the RFP, for guidance related to the equipment, products and services requested.

End of Addendum

Acknowledgement of this Addendum to RFP 091219 distributed via email and posted to the Sourcewell Procurement Portal on 8/19/2019, is required at the time of proposal submittal.

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Sourcewell

Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Curbtender Inc.**, 701 Performance Dr., Cedar Falls, IA 50613 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 11/11/2019 | 4:25 PM CST

Curbtender Inc.

By: DocuSigned by: Mark Watje 0F4EE96627624EB...

Mark Watje

Title: President

Date: 11/11/2019 | 4:17 PM CST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/11/2019 | 6:45 PM CST

RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Curbtender, Inc.
Address:	701 Performance Drive Cedar Falls, IA 50613
Contact:	Mark Watje
Email:	mwatje@curbtender.com
Phone:	319-266-1721 302
Fax:	319-266-8207
HST#:	82-2732255

Submission Details

Created On:	Friday August 16, 2019 14:47:51
Submitted On:	Thursday September 12, 2019 16:25:15
Submitted By:	Mark Watje
Email:	mwatje@curbtender.com
Transaction #:	9468ec9c-fc5d-43fa-84ec-810f0ca89a60
Submitter's IP Address:	24.149.10.27

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Curbtender, Inc.	*
2	Proposer Address:	701 Performance Dr Cedar Falls, IA 50613	*
3	Proposer website address:	www.curbtender.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Mark Watje President mwatje@curbtender.com 319.266.1721 x302	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Watje President mwatje@curbtender.com 319.266.1721 x302	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Simon Sales Coordinator asimon@curbtender.com 319.266.1721 x303 Donnie Bain Regional Sales Manager dbain@curbtender.com 319-883-0044	

Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Curbtender Inc. is a manufacturer of refuse collection vehicles, street sweepers, and leaf collection vehicles based in Cedar Falls, Iowa. Our goal is to produce high performance, durable products that offer customers a lower total cost of ownership (TCO). We believe in conducting our business with world-class service and respect. The values and goals of our company are influenced by our Midwest agricultural roots. Many of our employees grew up on a family farm or even continue to farm today. As such, we understand that our customers need reliable products with excellent value and innovation to help them get the job done better; just like our family farmers. These values influence every product we design, produce, and sell. Curbtender has a history anchored in the development of the automated side loader. In the 1970s, Wayne Engineering (Curbtender's predecessor) developed the Curbtender product model and its "Power Arm" lifting device. By 1978, the Curbtender was commercially offered and produced. It was the first commercially produced and longest produced automated side loader in the waste industry. The Curbtender gained prominence in the 1990's and early 2000's when Leach private labeled the Curbtender product and sold it through its distributor network. In late 2006, the Watje family gained an ownership position and management oversight of the business. Since that time, the company has introduced a wide variety of new products including large rear loaders, front loaders, several models of street sweepers, and hybrid technologies. In 2017, the Watje family partnered with a multi-billion dollar privately held automotive conglomerate to buy out the majority owners of Wayne Engineering and form Curbtender Inc. The $14M maneuver allowed the company to retire all debt and invest heavily in engineering, sales, and marketing. Since becoming Curbtender, the company has substantially grown its distributor network, invested in a sizable demonstrator fleet, and focused on building turnkey stock truck solutions. Curbtender has over 50 years of history in the Waste Industry, largely defined by automated waste collecting technologies. We firmly believe that the future of our company will be defined by developing all-electric truck platforms to push our industry forward. For nearly 5 years, our company has been researching and developing all-electric garbage trucks. We introduced the first all-electric small rear loader (the Quantum) three years ago in collaboration with BYD. Two years ago we introduced America's first all-electric automated side loader, the HammerPak, also in collaboration with BYD. Both platforms have been extensively demonstrated throughout the US and Canada to showcase the commercial viability of electric trucks in the waste industry. The success of an electric garbage truck is predicated upon its weight and power consumption. As such, Curbtender has focused heavily on developing lightweight body platforms which perform the same amount of work with less power demand.	*

8	Provide a detailed description of the products and services that you are offering in your proposal.	With a total of 41 models offered, Curbtender has one of the largest portfolios of products to offer Sourcewell customers in the waste industry. This includes 5 Front Loader models, 10 Rear Loader models, 12 Manual Side Loader models, and 14 Automated Side Loader models. In addition to its manufactured bodies, Curbtender has partnered with chassis providers to offer select turnkey body/chassis packages for Sourcewell customers. FRONT LOADERS Titan- a heavy duty front loader available in 40 cubic yard and 44 cubic yard variants. Titanium- a lightweight front loader available in 27 and 32 cubic yard variants for limited access applications and a 40 cubic yard variant for traditional applications. Due to lightweight design, this model is ideal for customers bound by restrictive West Coast weight laws. REAR LOADERS Quantum- a nimble residential rear loader available in 6, 8, and 10 cubic yard variants. The Quantum is arguably America's most popular small rear loader thanks to its best-in-class legal payload capacity and fastest hopper cycle time. All three sizes are available for use without a commercial drivers license. Quantum MD- a residential rear loader based on the same design concepts of the Quantum but featuring a larger hopper and offered in 11 and 13 cubic yard variants. The 11 yard size is available for use without a commercial drivers license. Quantum XL- a residential rear loader based on the same design concepts of the Quantum but featuring a larger hopper than the Quantum MD and offered in 16 and 20 cubic yard variants. Fury- a commercial rear loader with a wide variety of lifting device options and offered in a 20 cubic yard capacity. Phoenix- a heavy duty commercial rear loader based on the same design concepts of the Fury but featuring extensive structural upgrades and reinforcements necessary for the toughest applications. Offered in 25 and 32 cubic yard body sizes. MANUAL SIDE LOADERS Pup- a highly maneuverable manual side loader offered in 6 and 7 cubic yard variants and with truck mounted or trailer mounted platform. Thanks to its small design, it's ideal for parks and downtown areas with limited access. All four variants are available for use without a commercial drivers license. TomCat- A manual side loader with loading from either side and available in 8, 12, and 14 cubic yard variants. The 8 and 12 yard sizes are available for use without a commercial drivers license. TomCat ST- A manual side loader based on the TomCat design, but featuring the ability to satellite transfer its load into the back of a rear loader. This product is ideal for limited access collection in major cities. Available in 6 and 10 cubic yard variants. Both sizes are available for use without a commercial drivers license. TomCat SB- A manual side loader based on the TomCat design, but featuring a split body and tailgate to allow for collection of two different waste streams (such as recycling and waste). Available in 8, 12, and 14 cubic yard variants. The 8 and 12 yard sizes are available for use without a commercial drivers license. VacPak- A 18 cubic yard manual side loader based on the TomCat design, but featuring seasonal leaf collection as its primary purpose. A fan mounts in the hopper while a mechanized vacuum hose and boom mounts to the cart tipper mounting point. The patent pending VacPak is the only leaf collector that can simultaneous collect and pack leaves. Manual loading of yard waste carts and bags can safely occur on the street side of the hopper while the fan is in operation. After leaf season the fan, hose, and boom quickly dismount and convert the truck to a manual side loader for residential trash. AUTOMATED SIDE LOADER AutoCat- A light duty automated side loader intended for rural routes, urban areas, or missed stop collection. Based on the TomCat design platform but utilizes Curbtender's PowerArm for collection. Available in 12, 14, and 18 cubic yard size variants. The 12 yard size can be configured to be operated without a commercial drivers license. HammerPak- A lightweight automated side loader featuring a lower total cost of ownership thanks to a reduction in moving parts, elimination of many wear surfaces by design, and lower power consumption. Available in 18, 24, and 27 cubic yard variants. The HammerPak was uniquely designed to perform efficiently on an all-electric platform. PowerPak- A high performance automated side loader with the industry's highest rated arm capacity, industry's best standard warranty, and 1,000 lbs per cubic yard compaction rating. Formerly known as the Wayne "Curbtender," the Curbtender "PowerPak" is available in 20, 22, 24, 27, 28, and 31 cubic yard variants.	*
9	What are your company's expectations in the event of an award?	Curbtender expects to market and sell up to 100 of its refuse truck bodies annually using its Sourcewell contract. The contract will be prominently featured in its print, digital, and physical marketing efforts.	*

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Curbtender is a privately held company and does not public release revenue or profit information. The company maintains considerable financial strength and has provided evidence of such in the supporting documents section. Highlights of its financial strength include: 1) Total Assets of over $17.8M, 2) Current Assets of over $10.5M, and 3) Long Term Debt of under $2.0M.	*
11	What is your US market share for the solutions that you are proposing?	In the garbage truck manufacturing industry, market share numbers are estimates only as there is no central reporting or registration entity. Any reporting that occurs is voluntary and is not audited by a third party for accuracy. As such market share estimates are derived from a mixture of sources including Polk commercial truck registration reports, top private hauler lists published by trade journals, internal research, and other sources of voluntary reporting. Curbtender chooses to focus primarily on municipal customers rather than the Top 3 private haulers (Waste Management, Republic, Waste Connections). These three entities purchase the vast majority of refuse trucks in the waste industry and therefore skew market share numbers. Together they account for over 3,000 purchases annually. The rest of the market fluctuates substantially depending on economic conditions. When purchases from the Top 3 are removed, Curbtender's US & Canadian market share ranges between an estimated 3.5% to 8.3% (depending on overall market size and economic conditions).	*
12	What is your Canadian market share, if any?	In the garbage truck manufacturing industry, market share numbers are estimates only as there is no central reporting or registration entity. Any reporting that occurs is voluntary and is not audited by a third party for accuracy. As such market share estimates are derived from a mixture of sources including Polk commercial truck registration reports, top private hauler lists published by trade journals, internal research, and other sources of voluntary reporting. Curbtender chooses to focus primarily on municipal customers rather than the Top 3 private haulers (Waste Management, Republic, Waste Connections). These three entities purchase the vast majority of refuse trucks in the waste industry and therefore skew market share numbers. Together they account for over 3,000 purchases annually. The rest of the market fluctuates substantially depending on economic conditions. When purchases from the Top 3 are removed, Curbtender's US & Canadian market share ranges between an estimated 3.5% to 8.3% (depending on overall market size and economic conditions).	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Curbtender Inc. nor its predecessor Wayne Industrial Holdings LLC (d/b/a Wayne Engineering) have ever petitioned for bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Curbtender is a manufacturer of truck mounted refuse collection equipment. The company employs a field sales team of 7 individuals providing sales assistance throughout the US and Canada. Curbtender also employs four service techs who assist customers primarily through phone, email, and training events. When necessary, our service techs travel to customer locations to assist difficult repairs. Our company primarily sells and services its products through an independent sales and service network. Curbtender's 30+ partners have service capabilities or facilities in over 40 US states and Canadian provinces. The states with no independent partner are typically lower in population and are handled direct. In those situations, we look to partner with the customer's preferred local service entity for warranty repairs. If awarded a contract, Curbtender intends to administer its contract nationally and directly with its Sourcewell customers. Our distributor network will assist Curbtender in developing sales opportunities and they will provide after-sales support (including performing warranty repairs, stocking parts locally, selling parts locally, etc).	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In order to transfer title of a new vehicle to an end user, Curbtender must possess a Final Stage Manufacturer License from the State of Iowa. Curbtender applied for this license in 2018 and received it in early 2019. Outside of this license, there are no specific industry licenses or certifications required to conduct business in the garbage truck body manufacturing business.	*
16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	None applicable.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Front-load, side-load, rear-load, multi-compartment refuse vehicles, electric powered vehicles.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Curbtender has not received any awards from the National Waste & Recycling Association, nor is it aware of any awards that it gives out which are not individual in nature.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 70% of Curbtender's annual sales are to the governmental sector. The remaining sales are to smaller private haulers.	*
20	What percentage of your sales are to the education sector in the past three years	2% or less of Curbtender's business is in the education sector. When sold to the education sector, it is typically to a college or university.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curbtender recently was awarded a contract with the Virginia Sheriff's Association, however it has yet to go into effect. Curbtender has a contract with the Florida Sheriff's Association. Historically this has yielded ~$500,000 of sales volume (bodies only, no chassis). However, the new contract going into effect after October 1, 2019 is expected to yield much higher sales volume as we have added additional products and have added a new distributor in South Florida that utilizes this contract extensively. Curbtender has a contract with HGAC and historically has sold up to $1M of refuse truck bodies using this contract. However, since the contract is set up specific to refuse truck bodies (without chassis), customers find it very difficult to navigate a truck purchase. As such, its success with our company has been limited. While Curbtender does not have a contract with the State of Arizona, it is partnered with chassis vendors who do. Curbtender has been notified by its chassis partners that it will be awarded up to $2M of refuse truck bodies from the Arizona State Contract in the current fiscal cycle.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curbtender does not have currently have a GSA contract.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Toronto	John Ioannou	(416) 396-4841	*
New York City Parks	Jose Hernandez	(212) 410-8317	*
City of Beverly Hills	Craig Crowder	(310) 285-2484	*
City of Billings	Vester Wilson	(406) 247-8620	
City of East Point	Charles Moore	(404) 270-7140	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Undisclosed	Government	Texas - TX	Built, installed, and sold rear loading refuse truck bodies. (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded $3,600,000. Orders were approximately annually, or $1.2M annually.	$1,300,000 - Curbtender's invoiced price to reseller for body only	*
Undisclosed	Government	New York - NY	Built, installed, and sold rear loading refuse truck bodies. (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded $2,640,000. Orders were approximately annually, or $880k annually.	$1,000,000 - Curbtender's invoiced price to reseller for body only	*
Undisclosed	Government	Montana - MT	Built, installed, and sold automated side loading refuse truck bodies. (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded $2,232,000. Orders were approximately annually, or $744k annually.	$900,000 - Curbtender's invoiced price to reseller for body only	*
Undisclosed	Government	New Mexico - NM	Built, installed, and sold automated side loading refuse truck bodies. (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded $1,736,000. Orders were approximately annually, or $578k annually.	$700,000 - Curbtender's invoiced price to reseller for body only	*
Undisclosed	Government	AB - Alberta	Built, installed, and sold front loading refuse truck bodies. (Truck chassis was quoted and sold separately by a local chassis dealer. As such, that dollar amount is not included in the dollar volume. Curbtender did not sell direct, so the dollar volume does not include retail markup.)	Retail price of all bodies and truck chassis, over 3 years exceeded $1,370,000. Orders were approximately annually, or $456k annually.	$500,000- Curbtender's invoiced price to reseller for body only	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Curbtender employs a sales force of 7 individuals, all of whom are direct employees. Some of the sales members live in their area of responsibility, while others commute via airplane or car to their area of responsibility. These 7 individuals collectively manage sales development in the US and Canada (including remote areas such as Hawaii and Alaska).	*
26	Dealer network or other distribution methods.	Curbtender has over 30 independent sales and service locations providing service to over 40 states or provinces. In some instances a dealer may have multiple physical locations covering multiple states. In other instances they may cover a territory with mobile service units. Curbtender's independent sales and service network is actively growing and we seek to establish at least one entity in each state and territory. To view our network, please follow this link: https://curbtender.com/sales/	*
27	Service force.	Due to the size of Curbtender's independent sales and service network, the company has not needed to employ a large service force. Regardless, the company employs 4 full time trained service technicians. These individuals assist the independent service network in troubleshooting repairs and service training. Our service team also takes direct calls from end-users and assists remotely in repairs. In isolated instances Curbtender is called upon to assist in on-site troubleshooting or repair. All of Curbtender's service support is free to its service partners and end-users; the service department is not a revenue generating business unit.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All of Curbtender's independent sales and service partners are expected to maintain trained service technicians on staff in order to be a partner in good standing. Our end-users primarily call on the independent partners just for warranty service or service for labor intensive repair jobs. For regular maintenance and out-of-warranty service, most of Curbtender's customers perform these activities in-house. Curbtender encourages all its partners to maintain spare parts stock related to customer units in their area. Curbtender also sells OEM parts to national part reseller Wastebuilt, which has 10 locations nationally. They maintain an extensive level of Curbtender parts in stock. Between Curbtender's internal stock, its 30 independent service partners stock, and Wastebuilt's stock-customers are able to quickly acquire just about any service part for Curbtender products.	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Curbtender intends to service all geographic locations of the United States through the proposed contract. If an end-user does not have a local Curbtender service partner nearby, we can and will work with their preferred hydraulic or equipment repair shop.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Curbtender intends to focus its co-operative purchase sales efforts on the Sourcewell contract if awarded due to its flexibility and preference by customers. As such, sales through H-GAC and other state contracts are expected to diminish. Curbtender intends to fully service all interested Sourcewell member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	There are no contract restrictions or requirements per se. Instead, there are considerations which Curbtender has expertise in. Most of these considerations revolve around local emissions rules, availability of certain types of diesel fuel, and availability of only a few truck chassis service locations. Curbtender sells to such remote areas already and in many cases has high performing sales and service partners in these locations that will assist it in ensuring our end users receive a truck package that meets their local needs.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curbtender will market its contract with Sourcewell in industry publications (such as Waste Advantage Magazine), on its website, on brochures, at industry trade shows, through its 7 direct sales people, and through its 30 independent resellers. Additionally, Curbtender will extensively market its Sourcewell contract digitally online (see next section for more details).	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curbtender is engaged in a comprehensive digital marketing campaign. The campaign consists of social media, persona targeting, behavioral targeting, site re-targeting, and traditional digital marketing within industry sources. SOCIAL MEDIA Curbtender's sales team and social media manager engage extensively on LinkedIn, Instagram, and Facebook. Curbtender corporately posts content at least three times each week. Our sales team re-shares these posts as well as posts their own original content. I believe Curbtender has one of the most effective social media campaigns among its peers. As an example of this, Donnie Bain our Eastern Sales Manager posted a video of our VacPak on LinkedIn and had over 22,000 views in less than one week. From that, he received 483 likes, 73 comments, 17 post re-shares, 6 quote requests, 3 demo requests, and one truck sale- all in one week. In 2020, Curbtender plans to enhance its social media campaigns by paying to promote or boost its content. If awarded a Sourcewell contract, it will play a central part in our social media marketing. Additionally, Curbtender pays a professional service to automate our company President's LinkedIn network growth. The service sends over 50 LinkedIn invites per week with a tailored message and custom follow-up messages up and until the point that the person replies. This network growth is focused 100% on public sector waste industry professionals. PERSONA TARGETING Curbtender pays a marketing firm to engage in persona targeting online. Web users who fit our custom audience segment (including demographics and firmographics like job title and industry) are presented with our banner advertisements. The ads can show up anywhere from industry websites, to ESPN's website, to a phone app game. BEHAVIORAL TARGETING Curbtender pays a marketing firm to engage in behavioral targeting. Web users that use certain keywords or phrases which match our industry and customer identity are presented with banner advertisements through programmatic advertising. SITE RE-TARGETING Curbtender pays a marketing firm to engage in site re-targeting. Essentially, we follow web users that come in/out of our website as well as third party websites like National Waste & Recycling Association, and present them with ads when they navigate to unrelated websites. TRADITIONAL WEB MARKETING Curbtender lists available units on TheHauler.com's truck listing website. Curbtender also engages in periodic advertisements in newsletters, e-blasts, and websites of industry sources. REACH The Persona Targeting, Behavioral Targeting, and Site Re-Targeting yields 2 million impressions annually. Curbtender's LinkedIn content can ORGANICALLY reach in the thousands to tens of thousands of views per post. Combined, Curbtender has an incredible ability to advertise a contract with Sourcewell.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell should focus on increasing its brand awareness among potential customers. I believe a great way they can do this is by hosting a session and cocktail/dinner event at Waste Expo, APWA, and the Canadian Waste Expo. In this setting, existing Sourcewell customers and vendors can be invited as well as non-Sourcewell customers who are interested in learning more. This networking event would allow government customers to share opinions of how Sourcewell has helped them and encourage further adoption. Outside of activities like that, promotion of a Sourcewell contract should be the responsibility of the contract holder (Curbtender). It will not take much effort to integrate Sourcewell into our sales process. Our sales team and distributors will delight in the opportunity to "speed up" the sales cycle with their customers by presenting our Sourcewell contract. We will make sure it is prominently featured in our sales handouts and that all our sales people and sales partners are trained on how to use Sourcewell to benefit our customers.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curbtender has an online quote tool that its distributors use for quoting products. If a Sourcewell contract is awarded, Curbtender plans on having its IT vendor adapt the quote tool so that it can be publicly used for creating Sourcewell quotes and submitting Sourcewell orders by an end-user.	*

Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Curbtender is willing to provide operators and maintenance training to any customer, as is its reseller network. The cost for a two day Operator and Service training event is $4,000 plus reimbursement for applicable travel, lodging, and per diem meals for the trainer. Additionally, Curbtender offers its customers the Premier Support Event, a combined training and service event as discussed in the Service Contracts section. Curbtender creates digital service training aids for customers which show them how to perform a specific repair operation. This is accomplished using a 3D illustration and simulation software that integrates with our CAD engineering system.	*
37	Describe any technological advances that your proposed products or services offer.	All of Curbtender's automated side loaders are equipped with electronically controlled proportional hydraulics. This allows the operator to perform smoother arm and gripper operation. It also allows Curbtender to program "cushions" to reduce speed at certain times, such as before reaching the top or bottom of an arm stroke. As a result, the operator receives improved ergonomics (less shaking of the truck) and the equipment lasts longer because shock is reduced from the system. Curbtender's automated side loaders also perform operation near engine idle RPM speeds. This lowers the fuel consumption of the unit. Curbtender's automated side loaders have multiplexed industrial CANBUS controls. In essence, this greatly reduces the size and complexity of the wiring harness. It also allows our controls system to read a wide range of values from electronic and hydraulic components. Curbtender then takes that information and displays it on a diagnostic screen which aids the service technicians in service trouble shooting. Curbtender's HammerPak automated side loader has a patented hazmat containment system that minimizes the potential for hydraulic oil getting onto the road surface. Where possible, cylinders and hydraulic hoses are contained in trays to prevent dripping onto the ground. The packing cylinder and tailgate cylinder are located on top of the body in a recessed channel. If a leak were to occur there, it flows to a drain port into the body rather than onto the ground. This helps minimize hazardous impacts to the environment. Curbtender has extensively worked with electric vehicle providers and has several years of on-the-road testing with multiple electric refuse trucks. We are pleased to offer as part of this proposal multiple options for electric rear loaders in the 8YD size. Additionally, Curbtender's Titanium and HammerPak have already been optimized for electric vehicles. As viable electric truck platforms become available on the open market, Curbtender will source these vehicles for its relevant Sourcewell customers and package its Quantum rear loader, Titanium front loader, and HammerPak automated side loader with them. These products have been optimized in weight, energy consumption, performance, and electronic programming specifically for electric vehicles. And these technologies have already been road-proven on electric trucks. Curbtender's front loader and automated side loader platforms are very user friendly thanks to enhanced automation controls. With our electronic proportional controls packages (EPC) the operator can pull the joystick back and complete a full "auto-dump cycle" of the cart or dumpster with no additional movements needed. The system remembers where to place the cart or dumpster back down safely.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As previously discussed, Curbtender has engineered technologies to minimize hazardous material waste in the form of hydraulic oil spills. Curbtender has also been on the forefront of electric vehicle development within the waste industry. This is critical for our industry because the stop-and-go nature of our trucks allows for efficient energy regeneration on the batteries. It is also easier, more economical, and more effective to control emissions on energy production plants than it is on millions of vehicle tailpipes. Not to mention electric vehicles can receive their charge from wind, solar, nuclear, and hydro energy sources. Curbtender firmly believes that all refuse trucks will one day be on electric chassis platforms, but this requires refuse truck manufacturers to re-think how they design their products. Curbtender seeks to challenge the industry and accelerate the adoption timeline of electric refuse trucks. Diesel technologies are still here and will be for many more years. Curbtender has worked diligently to create efficient hydraulic platforms that minimize engine power consumption. This in turn reduces carbon footprint. Curbtender is currently in the process of finalizing an entirely new hydraulic platform that is ultra-efficient and even further improves the fuel efficiency of front loaders and automated side loaders. Curbtender's name for this technology is "XP Hydraulics." We have two beta units in service now and are planning a full release in 2020. As a company, Curbtender seeks to minimize its environmental impact as part of its operations. We recycle all cardboard, plastic, and aluminum waste. We also recycle all steel waste. Curbtender works with specialty disposal companies to safely and properly dispose of all industrial and chemical wastes. Curbtender has also maintained a schedule of regularly testing its waste water holding tanks to ensure no leaks occur. Furthermore, the company has tested the ground for contaminants (including drilling for samples under concrete) to ensure its storage, disposal, and containment programs are working. The company is pleased that no evidence of any kind of hazardous contamination has been found in the soil samples and that its environmental programs are working. Curbtender has also converted all industrial light fixtures and office fixtures to LED type for reduction of energy use.	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Curbtender has not sought nor received any such third-party ratings or certifications.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Curbtender itself does not classify for such certifications, two of its valuable reseller partners who intend to extensively use our Sourcewell contract are. Valor Fleet in Indiana is a Veteran Owned Business (State of Indiana) and a Service Disabled Veteran Owned Business (US SBA). Valor Fleet sells trucks nationally thanks to the sales knowledge of the owner, their utilization of cooperative purchase agreements, and their status as a SDVOB. Sanitation Equipment Corp in New Jersey is managed by Carla Iometti and she is also part owner. Carla and her customers have extensively requested to purchase Curbtender products through Sourcewell.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	As a company, Curbtender prides itself in creating solutions for its customers. As a result, over the years Curbtender has developed a wide variety of specialty products to compliment its mainstream products. There are several products which Curbtender is a sole source provider of, such as its trailer mounted or truck mounted Pup side loader for Parks and its lightweight Titanium 27 cubic yard front loader which can traverse limited access areas like urban centers and mountainous regions. Customers know that when a different OEM can't figure out how to build a special truck, Curbtender can. Curbtender's PowerPak automated side loader has one of the most durable automated arms in the waste industry. That is why it is the only truck with a standard 5 year arm warranty. The arm is so durable because it has been refined over the past 41 years and is robotically welded for perfect weld penetration and structural integrity. It is also structurally rated for lifting up to 2,000 lbs. This makes it the preferred automated truck for customers who use collect 300 gallon and 450 gallon residential containers. The Curbtender PowerPak automated side loader has a "no kick-out" arm dump geometry which allows it to operate in tight alley collection without risk of damaging property. The HammerPak automated side loader is the lightest weight ASL in the US, allowing it to carry a better legal payload in restrictive bridge law areas like California. The HammerPak was also designed with a curved, tubbed hopper so that it can better perform in organic waste collection environments. These routes have much more water content and must prevent water from splashing around out of the body. As such, the tubbed body and hopper design of the HammerPak makes it idea for organic collection (which is growing quickly in popularity in Canada and the Western US). Curbtender's Titan front loader can be equipped with the optional "Cardboard Package." This configuration increases the packing forces and structural reinforcement of the body. The result is the ability to increase cardboard loads by up to 50%. With cardboard commodity prices being low, this is especially valuable to our customers to assist in maximizing their payload capacity and efficient operation. Curbtender's Titan front loader can be equipped with our patented 3 Piece Bolt Together arms. Front loader arms are extremely large, bulky, heavy, and expensive. They also get damaged or bent in normal operation and with vehicle accidents. Replacing an entire arm is extremely expensive, as is the freight to ship it. Curbtender's 3 Piece Bolt Together arm can be replaced in just segment and affordably shipped on a pallet. Curbtender's TomCat series of manual side loaders is the most extensive and adaptable line of small manual side loaders in the industry. It can perform satellite transfer of waste into larger rear loaders in urban areas like New York City, or split body for performing dual waste stream collection. It also comes in the most body capacity sizes in its class. The Quantum rear loader is argued to be America's most popular small rear loader. This is because it has the fastest cycle time on its packing mechanism, has the best legal payload, packs a great load, and has a large hopper width to allow collection of commercial containers even in a small body size. Its patented packing mechanism makes it uniquely different and better than its competitors. In summary, Curbtender does not offer its customers products. It offers solutions. We are a company that prides itself in providing high quality, durable products with industry leading total cost of ownership.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curbtender has several authorized sales and service partners throughout Canada. Historically, a large portion of Curbtender's sales have been in Canada despite the exchange rate issues. Curbtender has hundreds of installed automated side loader units in the Toronto area. But its products can also be found in remote First Nations villages in the norther stretches of the country. Curbtender and its third party network are very experienced and effective at servicing its Canadian customers. This includes being partnered with French speaking partners and entities who are capable of mounting our refuse bodies themselves in order to minimize shipping costs to the customer.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	All products sold by Curbtender maintain a parts and labor warranty, as well as warranty on service parts. Curbtender has created a standard 2 year base warranty for all of its products, exclusively for Sourcewell customers. The standard base warranty for non-Sourcewell customers is 1 year. Additionally, the PowerPak automated side loader comes standard with the "Premier Standard Warranty" which is 5 years arm structure, 5 years body structure, and 5 years operational electronics. The Premier Standard Warranty works in conjunction with the 2 year parts and labor warranty. This is the industry's best standard warranty on an automated side loader. After the two years base parts and labor warranty is expired, the following three years warranty is parts OR labor reimbursement for operational electronics, arm structure, and body structure. The warranty on service parts is 90 days and does not include labor cost of replacement.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All restrictions are stated in our warranty statement documents, as listed in the document upload section. Generally speaking, the unit must be serviced regularly according to manufacturer's recommendations and warranty requests must follow the established procedures. Curbtender's warranty does not extend to consumable "wear parts" such as bearings, bushings, filters, steel liners, guide shoes, belts, pins, hydraulic oil, etc. The PowerPak's 5 year arm structural warranty is restricted to 1,300,000 arm cycles (or 260,000 arm cycles per calendar year calculated at a rate of 1,000 arm cycles per working day).	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Curbtender's warranty does not cover travel time, mileage, or troubleshooting time.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Curbtender's in-house service technicians are the "last line of defense" for warranty repairs. Typically the repairs will be performed by the nearest local Curbtender sales and service partner, or the end-user's service department, or a qualified local hydraulic/equipment repair shop. Curbtender's factory service techs work with any and all of these entities remotely by providing troubleshooting expertise. On-site factory direct warranty repair support is rarely required, but is available if necessary in all 50 US states and 10 Canadian provinces.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Curbtender manages the warranty for its vendor supplied body components such as pumps, PTOs, cylinders, valves, and electronics. Curbtender may require the customer to send faulty parts in for analysis prior to warranty reimbursement being finalized. Curbtender does not handle any chassis or chassis component warranties- these are performed as standard by the applicable truck chassis dealerships.	*
48	What are your proposed exchange and return programs and policies?	Unused service parts may be returned or exchanged within the 90 day warranty period, subject to a 20% restocking fee. The restocking fee will be waived if the part was unneeded for a repair and had been ordered at the recommendation of a factory service tech.	*
49	Describe any service contract options for the items included in your proposal.	Curbtender's Premier Support Plan offers onsite unit health inspection & service training" for a flat fee of $10,000 per event. This annually renewable service option includes sending a factory service technician to the end-user's location for 4 days to conduct a service training session for up to 5 technicians and perform a comprehensive unit health assessment on up to 5 Curbtender units. As part of that assessment Curbtender will check that all hydraulic pressures meet factory expectations, will ensure all mechanical and electronic settings meet factory recommendations, test the hydraulic oil, and perform a thorough physical and functional inspection. If necessary (and possible), certain repairs or preventative maintenance may be performed onsite during the visit (charged separately as necessary if non-warranty). Customers who purchase this service option qualify for a one year extension to their base unit warranty if conducted in the first year of unit service. See related documents in the uploaded files.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Curbtender's payment terms are net 30 for customers located in the continental US. For all others, the terms are still net 30 from time of invoice but the unit will not be released for transport until it has been paid.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curbtender offers financing to its customers in partnership with Alliance Funding Group. AFG specializes in municipal financing and leases, with extensive experience in the refuse industry. https://alliancefunding.com/state-local-government/ Together, AFG and Curbtender are able to offer a wide variety of affordable municipal finance products. The exact rates, payment amounts, and finance structure varies widely depending on the needs of the customer (length of plan, type of lease, desired residual values, etc). The exact rate is further determined by a municipal customer scorecard.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Curbtender intends to sell directly to its Sourcewell customers. This process is in collaboration with its resellers and not in competition with them. This encourages better cooperation and increased sales efforts. However, the customer benefits from controlled standardized pricing which is then further discounted to Sourcewell members. Furthermore, Curbtender is enhancing its warranty offering by providing Sourcewell customers with a 2 year standard warranty at no charge. (Standard for non-Sourcewell customers is 1 year). All of Curbtender's resellers have digital access to its online Quote Configurator platform. The Sourcewell discount is an included option in each model's configurator file. Furthermore, the configurator features rules and logic to guide the quote process and build a truck that functions properly. The included Option Guides submitted are merely simplified versions of our online portal which has the various automatic rules and logic removed. As such, every reseller has the ability to accurately and consistently quote any customer in the same manner that Curbtender would. Curbtender will work with its IT provider to see if a customer portal can be created which would allow Sourcewell customers to directly access our Quote Configurator and build out their preferred unit with applicable Sourcewell discounts. Curbtender's reseller network has also agreed to work with Curbtender's proposal, including negotiated pricing and direct/centralized invoicing of purchased trucks. They have further agreed to participate in promoting the contract and servicing Sourcewell customers. Evidence of this support is included in the upload section. It should be noted that local motor vehicle rules and restrictions may apply in certain areas which restrict Curbtender's ability to sell a turnkey chassis product directly to a customer. In such instances, Curbtender will use its Iowa Dealer License to dealer transfer the unit to a local chassis or body dealer for invoicing to the customer. However, these instances are expected to be limited and Curbtender will still be responsible for quoting to the customer and remitting the administrative fee to Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Curbtender can accept P-card payments for refuse trucks and bodies. However, such transactions will incur a 3% service fee.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Curbtender has a manufacturer's suggested retail price model. Curbtender's authorized resellers are allowed on a normal basis to sell above MSRP to private and governmental customers. However, within the context of our Sourcewell proposal the price control is removed from the reseller and the MSRP becomes standardized, published, and accessible to all customers. Furthermore, Sourcewell customers qualify for a product model specific line-item discount. The discount amounts are included in the pricing submitted in the document upload. Additionally, Sourcewell customers can combine their discount with other published discount programs that Curbtender employs. Together they form a very competitive price point which is not available to other Curbtender customers through standard means.	*

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curbtender's Sourcewell discount is not established as a set percentage. Instead, the amount is a set dollar value discount specific to each product model line. The Sourcewell customer discount is specifically outlined in our submitted pricing lists. Within the Rear Loader category, the average of Sourcewell customer discounts equals 4.6%. Within the Front Loader category, the average of Sourcewell customer discounts equals 2.4%. Within the Manual Side Loaders category, the average of Sourcewell customer discounts equals 3.6%. Within the Automated Side Loader category, the average of all model specific discounts is 3.2%.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Each product that Curbtender is proposing has specific dollar amount discounts for volume purchases and repeat customer purchases. This is listed in our price guides as part of our discount program. There are three types of volume discount: 2-4 trucks, 5-10 trucks, and 11 trucks or more. The applicable volume discount can be combined with the repeat customer discount and the Sourcewell customer discount. The amount of Sourcewell specific discount ranges from $1,600 to $5,000, depending on model. The amount of repeat customer discount ranges from $600 to $2,300 depending on model. The amount of volume discount ranges from $800 to $5,400 depending on body model and volume.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Customers often have preferences for various equipment, electronics, and other add-ons. When "open market" items are requested by Sourcewell customers, Curbtender will use its purchasing power as an OEM to procure the item at OEM rates. Curbtender will then utilize a sliding scale "cost plus percentage" markup depending on the option/product. For items $0 - $100: 50% For items $101 - $500: 35% For items $501 - $1,000: 30% For items $1,001 - $5,000: 25% For items $5,001 - $10,000: 20% For items $10,001 - $30,000: 15% For items $30,001 - $60,000: 10% For items $60,001 or more: 6% Curbtender intends to use the "sourced" products method to procure truck chassis on the "Open Market" that Sourcewell customers desire to mate with Curbtender's refuse bodies. While Curbtender is proposing a select group of turn key solutions with body and chassis offered together, it is impossible to offer every selection a customer may desire. So the open market sourcing is an important tool for Curbtender in offering enhanced turn key offerings to its customers.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curbtender does not impose any "dealership fees" such as document fee, PDI, inspection, etc. The only elements of the total cost not included in the proposed pricing are applicable taxes, freight, licensing, and extra options/products the customer may want (from components to chassis to training). Curbtender will work with the customer to determine and remit the appropriate taxes. Curbtender will work with the customer to receive competitive freight. Curbtender will work with the customer to get discounts on any open market items that may be necessary.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Curbtender works with a variety of freight brokers and delivery services. At time of order receipt, Curbtender will provide the customer with the best freight quote it can receive for their planning purposes. If production and delivery is more than 90 days from receipt of order, the freight will be re-quoted closer to the actual delivery. The customer always has the choice to use a different service or have Curbtender work with their preferred service provider. The freight charge will then be listed on final unit invoice if the customer uses Curbtender's selected freight option. Curbtender also has 8 employees with Commercials Drivers Licenses. Based upon availability, these employees are able to perform "drive out services" for customer units which do not require a flat bed or RGN trailer to transport. When company drivers are utilized, Curbtender charges 10% less than the best 3rd party drive away service rate it can find for that route.	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For most Canadian customers, their freight program is no different from the continental US. However, Canada's Northern Territories as well Alaska, Hawaii, and US island territories require the use of brokered third party transportation. There are many third party providers of such services and Curbtender regularly works with several sea freight entities. Freight for the customers described will be charged at cost plus 5%. Customers who live in Canada, Alaska, Hawaii, and US Islands are required to pay for their unit prior to departure from Curbtender's factory.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Depending on their location, customers who are seeking to purchase multiple rear load or manual side load units from Curbtender may be able to take advantage of having their units installed by their nearest Curbtender sales & service partner. Many of Curbtender's partners have mounting capabilities for these products. By utilizing their capabilities, 2-3 units can be transported on a flatbed trailer at a time. This has the potential to save the customer several thousands of dollars on freight depending on the amount of units ordered and distance traveled. Curbtender would then provide its trained partner with its portion of the installation charge and allow them to handle the integration. The customer would not have to worry about receiving separate invoices from different entities as Curbtender would pay its service partner directly for the installation. Curbtender has trained "upfitters" in nearly all regions of the US and Canada.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	In addition to the established Sourcewell dollar amount discounts applicable for each product model, the customer can combine with the published volume discount and repeat customer discount (if applicable).	

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Curbtender is able to ensure that all customers receive the correct pricing because it will be responsible for direct invoicing to its customers. Furthermore, the Sourcewell discount is selectable option within Curbtender's Quote Configuration tool. When selected, it generates an option code that follows the unit from quote, order, build, and invoice. This allows Curbtender's Sales Manager and Controller to effectively audit all Sourcewell deals and ensure timely and accurate payment of the administrative fee. Curbtender will train its internal sales network and external sales network on its Sourcewell contract. Internally, we will regularly review the Sourcewell quote, order, and invoice activities. Our sales coordinator will have copies of all option guides proposed to Sourcewell and will ensure that each quoted and submitted order adheres to the submitted materials.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	For Curbtender's refuse bodies and attachments, Curbtender proposes to pay Sourcewell a 3% administrative fee. In the event that a Sourcewell customer procures truck chassis from Curbtender as part of its turn key product package or an open market sourcing, Curbtender proposes paying a 1.5% administrative fee.	*

Industry Specific Questions

Line Item	Question	Response *	

65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will actively monitor quote activity and sales activity. Given that all quotes will be generated in our online Quote Configurator tool, we will have instant visibility to all Sourcewell quotes whether generated by our staff or our independent resellers. Orders will also have a specific option code for the Sourcewell discount, which allows us to accurately track, monitor, and report Sourcewell orders. Curbtender will also be marketing its Sourcewell contract digitally as previously described in the marketing plan. Sourcewell specific banner ads will be linked to landing pages that display and explain our Sourcewell contract. Using website analytics, we can track click through rates, time spent on site, territory of user, and IP address. After they leave our Sourcewell landing page, we can further "remarket" them through banner ads as they browse other websites.	*
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Curbtender's offer includes several chassis options on several body options as a turnkey solution. These roughly match regular chassis ordering and stocking that Curbtender is doing with its chassis partners. However, it is impossible to anticipate and propose a "turnkey solution" for every customer, in every application, and with every chassis. As such, Curbtender intends on sourcing chassis through open market options in order to provide additional turnkey options to its customers throughout the term of its Sourcewell contract. Curbtender has strong chassis relationships with Autocar, Ford, Freightliner, International, Isuzu, Mack and Peterbilt dealers. These chassis dealers are regularly ordering and stocking chassis for Curbtender and have expertise in the refuse segment. Using our Iowa Final Stage Manufacturer's License, we are able to sell the end-user an entire body and chassis package and appropriately transfer title to them. Curbtender is the only Iowa refuse truck manufacturer (of three located in Iowa) which holds this license. This is evidenced in the document upload section which shows all license holders in the State of Iowa for this license type. This gives Curbtender the ability to better serve its Sourcewell customers in directly providing turnkey solutions whether it's with a chassis option submitted with this proposal or an open market sourced truck chassis.	*
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	Curbtender utilizes and follows ANSI, DOT, and FMVSS standards during the design and manufacture of its products. Furthermore, all our products are 100% designed in our CAD engineering software and 100% documented from design to manufacture to sale in its Enterprise Resource Planning software. This allows us to track individual components that were tied to individual customer orders. As a result, Curbtender can more appropriately service its customers in the event of an OEM or vendor recall or service alert. Curbtender has modeled weight distribution, axle utilization, center of gravity, and roll stability for all its models. It additionally reviews weight distribution and chassis integration information prior to building the unit to ensure safe operation. All units are thoroughly supported by service documentation, safety procedures, and safety warnings (on truck and in manual).	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	Curbtender's agrarian roots are visible in its designs as we seek to create durable products with better up-time. Automated Side Loaders in particular are subject to some of the most down time in this segment due to their complexity. With over 40 years of experience building automated side loaders, Curbtender has learned how to build a "bullet proof body" and "bullet proof arm." This is why the PowerPak comes standard with an industry best 5 year standard arm structure warranty and 5 year body structure warranty. Due to our unique arm design and robotically welded construction, we are able to keep the arm itself in service longer than its competitors. If you look through a copy of "The Hauler Magazine" you will find parts and service providers advertising rebuilt New Way and Labrie arms, but you wont find any advertisements for Curbtender PowerPak arms. That's because the Curbtender PowerPak arm lasts the life of the truck. Whereas, the arm style utilized by New Way and Labrie (they a common design concept) must be rebuilt between 2 and 3 years of service. With the arm being the most critical portion of the automated side loader, it is important to have one that can withstand the cycle counts and abuse like the PowerPak arm.	*
69	Describe how the equipment you propose simplifies the operation for end-users.	Curbtender's various automated side loader and front loader platforms either are standard equipped or can be optionally equipped with electronic proportional controls. This controls package allows the operator to perform arm functions more simply. For example, once a user grips a cart with the PowerPak they simply pull the joystick to the 7 O'Clock position and it will automatically bring the cart inward, upward, then dump in the hopper, and after an appropriate pause period it will lower the cart back onto the ground and release the grasp of the grippers. The joystick also has buttons on the head of the handle to allow quick access to features like "Initiate Pack Cycle" and "Cart Shake." The Cart Shake feature, when clicked, triple shakes the can in the hopper to loosen cardboard and other clogged debris. These are just a few examples of the many ways Curbtender seeks to improve operation for its end-users.	*

70	Provide examples from your product offering that are unique in the industry.	Titanium: The only front loader with a sumped trough in the center which allows liquid to funnel down low and prevent it from splashing during braking moments. Furthermore, its tailgate "droops" lower to provide additional water sump capabilities in the tailgate. These features are 100% unique to Curbtender and the Titanium. Pup: The only small side loader that has a "tubbed design" and full body height ejector/compactor panel. This aids it as it collects wet trash contained in barrels at parks and community locations. Pup: Only manual side loader that can be mounted on a trailer or a small truck and powered by a truck or its own engine. Quantum: The only US rear loader with pivoting "swing and sweep" panels instead of "sweep and slide" panels. This patented feature is what allows the Quantum rear load hopper to be smaller and lighter weight while still clearing more trash per minute than its in-class competitors. The reduction of weight in the hopper is what allows the entire unit to have a better weight distribution and industry leading legal payload capacity. Titan: Only front loader with arms that can be affordably shipped in sub segments if damaged and needing to be replaced, then quickly reassembled with bolts (patented). Titan: The optional cardboard package is the only of its kind that allows this front loader to collect up to 50% more cardboard payload. PowerPak: The only automated side loader with a "cart/can shake" feature that jolts the cart three times inward/outward of the hopper on a 45-degree angle. This allows trash in the cart to break free and slide out if stuck. PowerPak: The only automated side loader we are aware of that is able to physically grab two 95-gallon carts that are placed side-by-side and dump them both simultaneously. We have several customers that have trained their residents to place their carts next to each other so that the Curbtender PowerPak can collect both at once. HammerPak: The only automated side loader with pack and tailgate cylinders mounted horizontally in a recessed trough on top of the body in order to create hazmat containment in the event of a leak. This and multiple other containment schemes on the HammerPak are part of a Curbtender patent.	*
71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	Curbtender is now able to offer two different electric chassis options for its Quantum 8 and 10 cubic yard rear loaders. Curbtender is working with a major class 8 truck OEM to develop a collaborative electric refuse truck and chassis platform which will be available in 2021. Curbtender has worked extensively to test class 8 automated side loaders with BYD. These applications are expected to be available for purchase and production in 2020.	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	Curbtender manufactures one of the safest commercial rear loaders in the industry thanks to the optional "Arlock" container lifting device. This hydraulically operated device locks the dumpster in place and ensures there is no way for it to "break free" while being dumped. The hydraulically activated gathering arms pull the container closer to the rear loader by the container's trunnion bar. Unlike competitor models, prior to dumping the container the load sill (or lip) of the hopper actually hydraulically raises to meet the top of the dumpster. This prevents the dumpster from "falling down" to the load sill during dump cycle. This unique features reduces shock to the system (making it safer) and also reduces noise while simultaneously increasing hopper capacity. (see customer video: https://youtu.be/3hl4_M-z6m4) Rear view cameras are standard on all product models for no additional charge. All rear loader models have access doors equipped with a safety interlock to shut off the pump and interrupt mechanical operation when an operator has opened the body access door. All of Curbtender's manual rear loaders and manual side loaders (except for the Pup) come standard equipped with dual emergency PTO shutoff switches on either side of the loading area. The Titan front loader and Titanium front loader come standard with access doors on both street side and curb side. This is important for Canadian customers as the dual door setup prevents the area from being classified as a confined space. The access doors are further protected with interlock switches that interrupt the PTO and mechanical operation when the doors are open. The PowerPak automated side loader comes standard with an access door protected by an interlock switch to interrupt PTO and mechanical operation when the door is open.	*

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Curbtender Financial Strength & Stability Statement.pdf - Wednesday September 11, 2019 11:44:18
- Marketing Plan/Samples - Curbtender Marketing Examples (1).pdf - Thursday September 12, 2019 16:17:19
- WMBE/MBE/SBE or Related Certificates - Valor Fleet - Disabled Veteran Certifcation.pdf - Thursday September 12, 2019 16:08:33
- Warranty Information - Curbtender Warranty.pdf - Thursday September 12, 2019 16:14:10
- Pricing - Curbtender Complete Pricing Section.pdf - Thursday September 12, 2019 16:04:02
- Additional Document - Additional Documents (Reseller Recommendations).pdf - Thursday September 12, 2019 16:08:12

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Watje, President

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Mobile Refuse Vehicles_Addendum 3 Mon August 19 2019 10:58 AM	☑	--
Mobile Refuse Vehicles_Addendum 2 Fri August 16 2019 02:42 PM	☑	--
Mobile Refuse Vehicles_Addendum 1 Fri August 9 2019 09:45 AM	☑	--

DocuSign Envelope ID: CAE751B7-AD98-4978-8B08-99A8D6AA848A

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:	July 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		
Agenda Item:	Action to Approve Special Event Permit for Shoot-Out By The Lake on Friday, August 11 and Saturday, August 12, 2023		

Explanation/Background of Agenda Item Requested:

Tobin Rodeo Productions is requesting a Special Event Permit for a first time event, Shoot-Out By The Lake, on Friday, August 11th and Saturday, August 12th, 2023 at the Horsemen's Sports Inc. Arena. This event is open to the public, admission will be charged, and alcoholic beverages will be sold by the VFW Post 2750.

The event details are as follows:

- Friday, August 11th, 2023, from 5:30 - 11:45 PM
  - Bull & Bronc Riding
  - Mutton Busting
  - Candy Scramble
  - Band to perform after Bulls & Broncs
- Saturday, August 12th, 2023, from 5:00 - 11:00 PM
  - Bull & Bronc Riding
  - Mutton Busting
  - Candy Scramble

The Special Event Permit Application requests the following:

- Noise Permit
- Special Event Liquor License ($500 fee)

The Noise Permit request for Friday, August 11th will conduct sound checks at 3:00 PM prior to the start of the event. Sound amplification will be used from 6:00 - 11:45 PM.

The Noise Permit request for Saturday, August 12th will conduct sound checks at 3:00 PM prior to the start of the event. Sound amplification will be used from 6:00 - 10:00 PM.

The event has contacted the Mitchell Police Department (David Sarne), and the Mitchell Police Department will provide all security and traffic control in conjunction with the Davison County Sheriff's Department. Car parking attendants will be on site.

Please see the attached Special Event Permit Application, Event Location Map, and Event Map.

The event will provide the Certificate of Liability Insurance Form once it is available.

***Approval of the submitted Special Event Permit Application will be contingent upon receipt of the 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 #2867

Date Submitted: 6/26/2023

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:*

Shoot-Out By The Lake

Event Date:*

8/11/2023 — 8/12/2023

Event Hours:*

5:00 PM — 11:45 PM

Requests included in this application:*

- [ ] Road Closure
- [ ] Parking Lot Closure
- [ ] Parade Permit - with escort & closures ($250 Fee)
- [ ] Parade Permit ($50 fee)
- [x] Noise Permit
- [ ] Fireworks Permit ($50 fee)
- [x] 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:*

Friday, August 11th, 2023, from 5:30 PM until 11:45 PM:

- Bull & Bronc Riding
- Mutton Busting
- Candy Scramble
- Band after Bulls & Broncs

Saturday, August 12th, 2023, from 5:00 PM until 11:00 PM:

- Bull & Bronc Riding
- Mutton Busting
- Candy Scramble

Please check all that apply:*

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

Total anticipated attendance:*

1,200 - 1,800

Name of Group Sponsoring the Event:*

Tobin Rodeo Productions

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

- [ ] yes (please attach 501C Exemption Letter)
- [x] no

501C Exemption Letter Attachment

Choose File No file chosen

Event Application Contact Person:*

Sheldon Tobin

Contact Person's Email:*

tobinranches@yahoo.com

Phone Number: *

605-770-7564

Day of Event Contact Person:*

Wade Musick

Contact Person's Email:*

musickwade@gmail.com

Phone Number:*

605-999-9233

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 electricty/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

Horsemen's Sports Inc Arena located at 4013 N. Main Street, Mitchell, SD

See attached 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 have contacted Mitchell Police Department (David Sarne) and they agreed to provide all security and traffic control concerns in conjunction with Davison County Sheriff's Department.

Car parking attendants will be on-site.

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?

6:00 PM — 11:45 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?

3:00 PM

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

ahieb@cityofmitchell.org

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*

Martin-Trudeau Insurance Co.

Agent's Name

Ray Trudeau

Policy Number

Will be supplied ASAP

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.*

Sheldon Tobin

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.*

Sheldon Tobin

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.*

Sheldon Tobin

I am attaching the following items:

- [ ] Parade Route Map
- [ ] Road or Parking Lot Closure Map
- [x] 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

Choose File No file chosen

Certificate of Liability Insurance Attachment

Choose File No file chosen

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document(s)

Choose File No file chosen

Additional Document(s)

Choose File No file chosen

Action of City Council _____

_____

_____

_____ _____

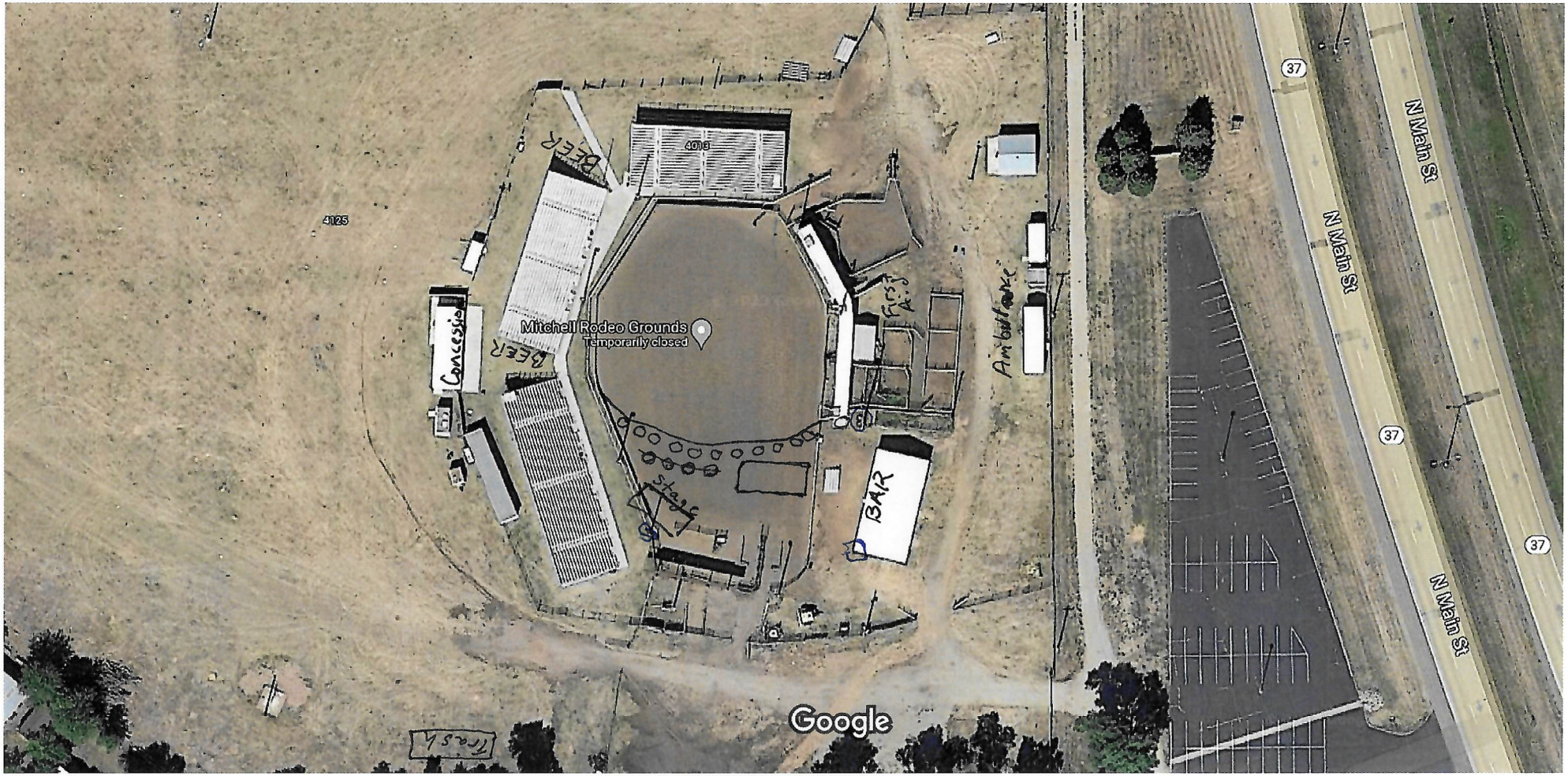
Finance Officer Mayor

(Seal)

Date Approved: _____ Amount of Fees Paid: _____

Mitchell Rodeo Grounds
Temporarily closed
N Harmon Dr
e Mitchell
TSA Systems
Resurrection
Lutheran Church
N Main St
37
N Harmon Dr
N Harmon Dr
E 38th St
E 38th St
251st

Google Maps



Imagery ©2023 CNES / Airbus, Maxar Technologies, Map data ©2023 50 ft

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:	July 5, 2023	**Requested By:**	Dawn Niehoff
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	$5775		
Agenda Item:	Action to Approve Agreement #A2023-24, GeoComm Dispatch Map Software Contract		
Explanation/Background of Agenda Item Requested:	This is a 3 year contract renewal for the current mapping software used in our 911 center. This will run from June 1, 2023 through May 31, 2026. There are funds in this years budget to cover the first year of $5775. The new contract increases 5% per year and will look as follows: June 2023 to May 2024 - $5775.00 June 2024 to May 2025 - $6063.75 June 2025 to May 2026 - $6366.94 GeoComm Dispatch Map is an advanced emergency dispatch map display that adds integral mapping and geographic based decision support to enhance 9-1-1 call taking and dispatch capabilities.		

GEOCOMM	**Software Support Renewal Contract** **#002473** June 6, 2023
Geo-Comm, Inc. **EIN # 41-1811590** **601 West St. Germain** **St. Cloud, MN 56301** **Phone: (320) 240-0040** **www.geocomm.com**	**Dawn Niehoff, Communications Supervisor** **City of Mitchell, SD** 201 West 1st St Mitchell, SD 57301 **Phone:** (605) 995-8406 **Email:** dawnn@mitchelldps.com

Description	Qty	Annual Fee
Standard Dispatch Map Support Services: 6/1/2023-5/31/2024	3	$5,775.00
Standard Dispatch Map Support Services: 6/1/2024-5/31/2025	3	$6,063.75
Standard Dispatch Map Support Services: 6/1/2025-5/31/2026	3	$6,366.94
	Total:	**$18,205.69**

Software support services provided from June 1, 2023 through May 31, 2026. A description of the support services covered under this contract can be found at www.geocomm.com/legal

Customer will pay GeoComm $18,205.69 plus applicable sales taxes* on the following payment schedule:

- $5,775.00 Invoiced net 45 days on June 1, 2023
- $6,063.75 Invoiced net 45 days on June 1, 2024
- $6,366.94 Invoiced net 45 days on June 1, 2025

Customer Authorization	
Signature	
Print Name	
Purchase Order # (if required)	
Date	

**If entity is tax exempt please email tax exemption certificate to dhaus@geocomm.com.*

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	July 5, 2023	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	Approval of Resolution
Amount Budgeted in current fiscal year for this item (if applicable):	n/a
Agenda Item:	Action to Approve Resolution #R2023-50, A Resolution in Support of an Application for Financial Assistance to the South Dakota Housing & Development Authority by Mitchell Area Housing Inc, for the Ridgeview on Foster Housing Project
Explanation/Background of Agenda Item Requested:	Mitchell Area Housing is requesting a resolution of support for a grant application to the SD Housing Authority for a planned housing development, Ridgeview on Foster. The South Dakota Housing Authority requires applicants to have an approved resolution from the local municipality to ensure that the infrastructure requirements have been reviewed and approved. The City of Mitchell has previously approved two resolutions of support in 2023; one for Jensen Design Build LLC for a multi and single-family development, and one for Mitchell Area Housing for the South Lake single-family housing development. The resolution of support does not require the city to provide any funding for the development. The resolution states that the City has reviewed the plans, that the City has adequate infrastructure to support the development; and that the City will take ownership and maintenance of the infrastructure when the project is completed. City Staff have reviewed the Ridgeview on Foster Housing Development plans and recommends approval of the resolution of support for the grant application.

RESOLUTION #2023-50

RESOLUTION IN SUPPORT OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE SOUTH DAKOTA HOUSING AND DEVELOPMENT AUTHORITY BY MITCHELL AREA HOUSING INC. FOR THE RIDGEVIEW ON FOSTER HOUSING PROJECT.

WHEREAS, Mitchell Area Housing Inc. has shared preliminary plans for the public infrastructure of Ridgeview on Foster and desires assistance from the South Dakota Housing Development Authority for the propose of providing housing development in South Dakota by providing grants and loans for housing infrastructure, and

WHEREAS, these above referenced plans have been presented and have shown to satisfy the requirements of the City of Mitchell, and

WHEREAS, the City of Mitchell confirms that there is capacity for adequate water supply, water treatment facilities, and wastewater treatment facilities available to support this public infrastructure project, and

WHEREAS, the proposed public infrastructure will be added to the ownership and ongoing maintenance responsibility by the City of Mitchell, and

WHEREAS, the City of Mitchell by way of this resolution hereby approves of this proposed housing infrastructure project.

Adopted this **5th** day of **July**, 2023.

_____
MAYOR

ATTEST:

_____
Michelle Bathke, Finance Officer

(Seal)

G:\Files\CAD\Land Project R2 (Job #'s 15000+)\15385-M.A.D.C. 8th & Foster Residential Development\15385-MADC 8th & Foster Dev-Legal & Utility Exhibit Revised North Lots.dwg, SPN 11x17, npuepke

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:	July 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 #R2023-51, Plat of Lot A-2, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot A-2, a subdivision of Lot A-1 of N. Boyden First Addition, a subdivision of the SE 1/4 of the NE 1/4 of Section 23, T 103, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Drew Boyden. Planning Commission motioned to approve; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 6-26-23.		

RESOLUTION #R2023-51

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 26th day of June, 2023; and

WHEREAS, it appears from an examination of the plat of LOT A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE ¼ OF THE NE ¼ OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, 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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE ¼ OF THE NE ¼ OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA 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 July, 2023.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

1 Inch = 200 Feet

LEGEND

- ● = FOUND IRON MONUMENT
- O = 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
- WM = WITNESS MONUMENT

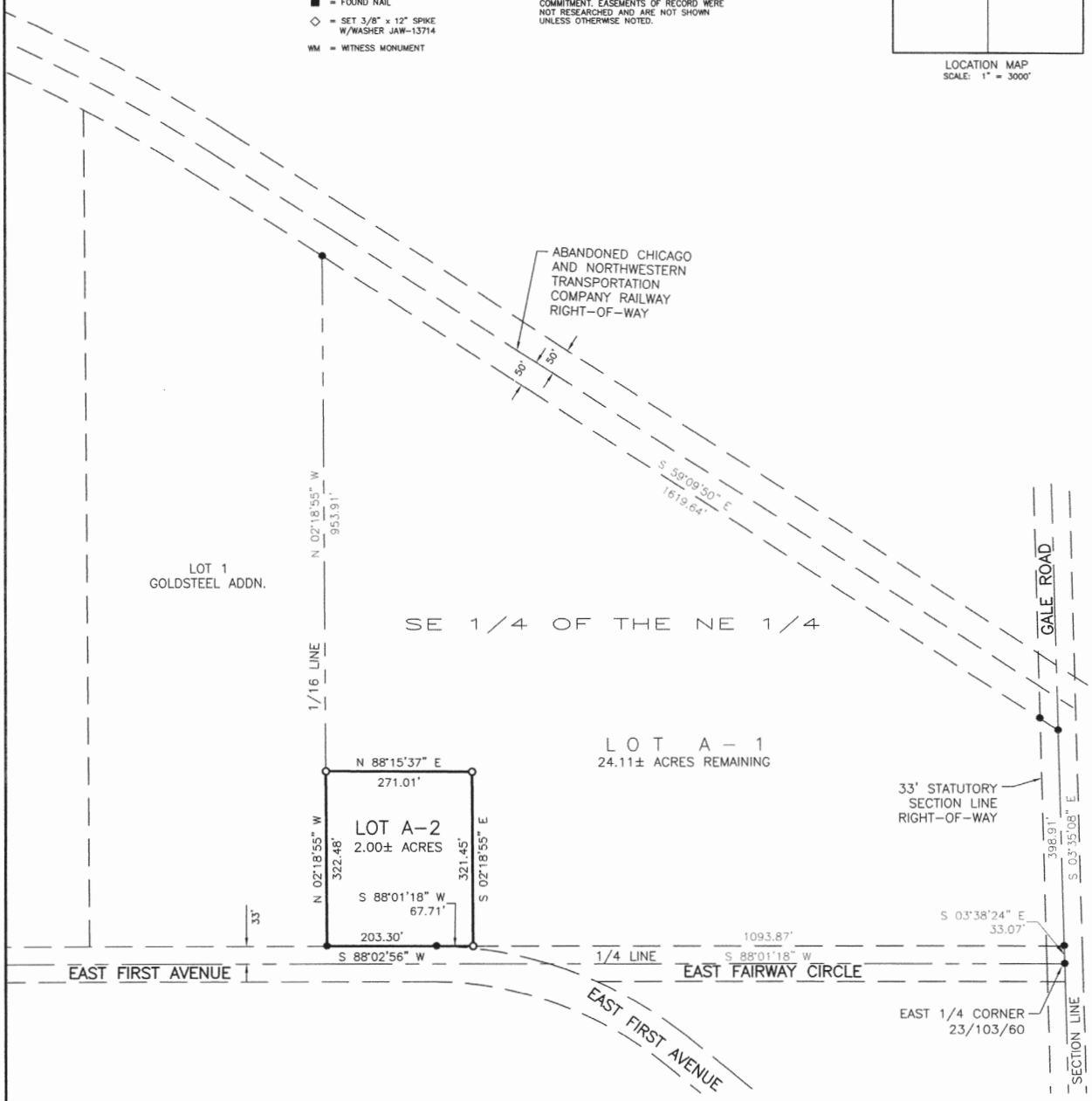
PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

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.

SEC. 23, T 103 N, R 60 W

LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 Drew Boyden, as owner, and under his direction for purposes indicated therein, I did on or prior to June 20, 2023, survey those parcels of land described as follows: LOT A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 23RD day of June, 2023.

Registered Land Surveyor #SD13714

REGISTERED LAND SURVEYOR
REG. NO. 13714
JEREMY A. WOLBRINK
SOUTH DAKOTA
6-23-23

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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 I, the undersigned, do hereby certify that I am 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 LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at my request and under my direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and I 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 A-2 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.

_____
Drew Boyden

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared Drew Boyden, 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:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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

REGISTERED LAND SURVEYOR
13714
JEREMY A.
WOLBRINK
SOUTH DAKOTA
6-23-23

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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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 A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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

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, Davison County

SDDOT CERTIFICATE OF HIGHWAY AUTHORITY

Access to East First Avenue is approved. This access approval does not replace the need for any permits required by law to establish the precise access location, including permit requirements set forth in Administrative Rule of South Dakota 70:09:01:02.

By:_____ Title:_____ Date:_____
Highway Authority

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, Davison County Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOT A-2, A SUBDIVISION OF LOT A-1 OF N. BOYDEN FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 23, 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, Davison County Date

REGISTER OF DEEDS

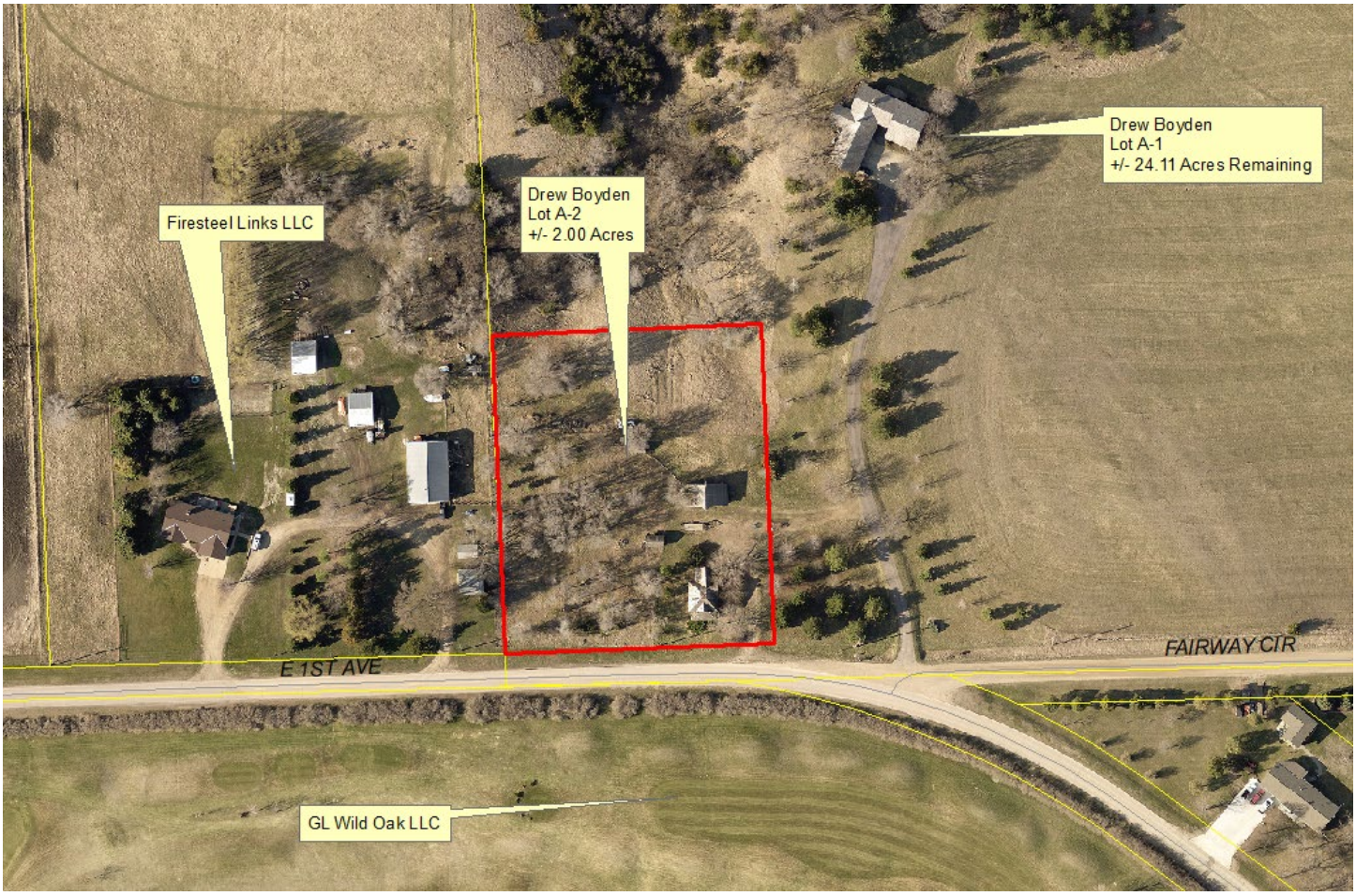
STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

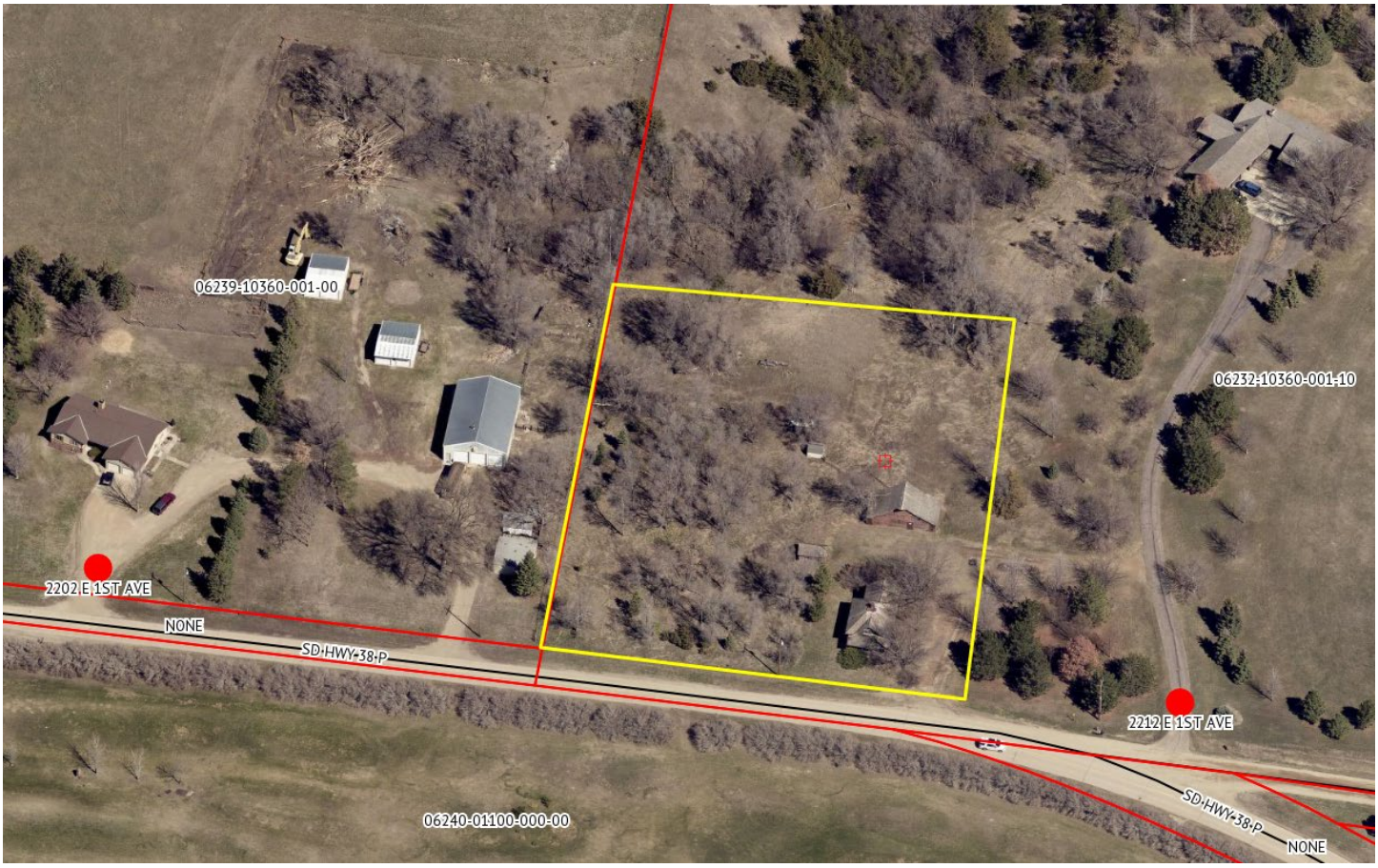
FILED for record this _____ day of _____, 2023, at _____, and recorded in Book _____ of Plats on Page(s) _____ therein and recorded on Microfilm Number _____.

_____ By_____
Register of Deeds, Davison County Deputy

REGISTERED LAND SURVEYOR
13714
JEREMY A. WOLBRINK
SOUTH DAKOTA
6-23-23

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


Drew Boyden
Lot A-1
+/- 24.11 Acres Remaining
Firesteel Links LLC
Drew Boyden
Lot A-2
+/- 2.00 Acres
E 1ST AVE
FAIRWAY CIR
GL Wild Oak LLC


06239-10360-001-00
06232-10360-001-10
2202 E 1ST AVE
NONE
SD HWY 38 P
2212 E 1ST AVE
06240-01100-000-00
SD HWY 38 P
NONE

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:	July 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 First Reading on Ordinance #O2023-05, Amending South Point Village Planned Development District		

Explanation/Background of Agenda Item Requested:

That 10-9E-4: Permitted Uses, be amended by changing “Multi-family dwellings of twenty four (24) units or less” to “Multi-family dwellings”: so to be read as follows:

10-9E-4: PERMITTED USES:
Assisted living facility up to twenty four (24) units.
Community center privately owned or operated.
Education institution.
Lodging house.
Multi-family dwellings.
Open space.
Parks and Playgrounds.
Recreation indoor facility.
Recreation outdoor facility.
Religious institution.
Single-family dwellings.
Student housing (off campus). (Ord. 2411, 10-15-2012)

Planning Commission motioned to recommended approval; 5 aye, 0 nay, 2 absent. Motion carried.

See Planning Commission Unsigned Minutes 06-26-23.

ORDINANCE #O2022-05

An Ordinance amending 10-9E-4 Permitted Uses, South Point Village Planned Development District, Title 10 Zoning Regulations, City of Mitchell Municipal Code

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1.

That 10-9E-4: Permitted Uses, be amended by changing "Multi-family dwellings of twenty four (24) units or less" to "Multi-family dwellings": so to be read as follows:

10-9E-4: PERMITTED USES:
Assisted living facility up to twenty four (24) units.
Community center privately owned or operated.
Education institution.
Lodging house.
Multi-family dwellings.
Open space.
Parks and Playgrounds.
Recreation indoor facility.
Recreation outdoor facility.
Religious institution.
Single-family dwellings.
Student housing (off campus). (Ord. 2411, 10-15-2012)

Section 2.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2023.

_____
Robert B. Everson, Jr. – Mayor

Attest:

(seal)

_____
Michelle Bathke – City Finance Officer

First Reading: _____
Second Reading: _____
Adoption: _____
Published: _____

ARTICLE E. SOUTH POINT VILLAGE PLANNED DEVELOPMENT DISTRICT
SECTION:

10-9E-1: Legal Description
10-9E-2: Purpose
10-9E-3: Scope Of Regulations
10-9E-4: Permitted Uses
10-9E-5: Conditional Uses
10-9E-6: Parking Requirements
10-9E-7: Sign Regulations
10-9E-8: Density, Area, And Height Regulations
10-9E-9: Other Regulations

10-9E-1: LEGAL DESCRIPTION:
Tract 1 and Tract 1-A, Less Lots Tract 1-C and Tract 1-D, Tract 1-C; and Tract 1-D, Starlite Estates, Northeast Quarter (NE $^1/_4$) of the Northwest Quarter (NW $^1/_4$), Section 34, Township 103 North, Range 60 West, City of Mitchell, Davison County, South Dakota.

(Ord. 2411, 10-15-2012)

10-9E-2: PURPOSE:
This area is to provide single- and multi-family residential opportunities and provide for a variety of densities and uses compatible with residential development. (Ord. 2411, 10-15-2012)

10-9E-3: SCOPE OF REGULATIONS:
The regulations in this article or set forth elsewhere in this title, when referred to in this article, are the district regulations of the South Point Village planned development district. (Ord. 2411, 10-15-2012)

10-9E-4: PERMITTED USES:
Assisted living facility up to twenty four (24) units.
Community center, privately owned or operated.
Educational institution.
Lodging house.
Multi-family dwellings.
Open space.
Parks and playgrounds.
Recreation indoor facility.
Recreation outdoor facility.
Religious institution.
Single-family dwellings.
Student housing (off campus). (Ord. 2411, 10-15-2012)

10-9E-5: CONDITIONAL USES:
Bed and breakfast.
Childcare center (preschool, nursery).
Community garden.
Convenience store.
Family residential daycare.
Fuel service station.

Home occupations.
Personal health services.
Self-service storage facility. (Ord. 2411, 10-15-2012)

10-9E-6: PARKING REQUIREMENTS:
Parking shall be regulated in conformance with the provision of this title, unless otherwise indicated in this article. The total parking required in each parcel may be provided off site; however, parking dedicated to serve the residents and visitors to the South Point Village development district must be within the boundaries of the district.

Parking in the front yard and side yard setbacks along public streets, private streets and private drives will be permitted.

Parking will be provided for each lot's uses by a combination of garage spaces for the residential component and on site and off site parking. (Ord. 2411, 10-15-2012)

10-9E-7: SIGN REGULATIONS:
Signs and the placement thereof shall be in conformance with title 9, chapter 4 of this code. (Ord. 2512, 4-6-2015)

10-9E-8: DENSITY, AREA, AND HEIGHT REGULATIONS:

High Density Residential R-4	*Minimum Lot Area*[1]	*Minimum Lot Width*	*Minimum Front Yard*	*Minimum Rear Yard*	*Minimum* Side Yard[3]	*Minimum Side Yard Corner Lot*	*Maximum Zoning Lot Coverage*	*Maximum* Height[2]
1 dwelling unit	6,000 sq. ft.	50'	25'	25'	3'	10'	75%	6 stories or 65'
2 dwelling units	8,000 sq. ft.	60'	25'	25'	3'	10'	75%	6 stories or 65'
3 dwelling units	9,000 sq. ft.	75'	25'	25'	25'	10'	75%	6 stories or 65'
4 dwelling units	14,000 sq. ft.	100'	25'	25'	25'	10'	75%	6 stories or 65'

Notes:

1. For each additional unit over 4 units add 800 square feet to the minimum zoning lot area and 75 feet shall be the minimum lot width.

2. In the R-4 district, no building shall exceed 6 stories or 65 feet in building height; except, that 1 foot of height may be added to the building for each foot that the building is set back from the required front yard.

3. A zero lot line in the event the townhomes are ever subdivided and sold as condominiums.

A. Accessory Buildings:

1. Accessory buildings cannot exceed twenty two feet (22') in building height.

2. Accessory buildings in the planned development district shall not exceed two thousand (2,000) square feet per dwelling unit and the principal and accessory buildings shall not exceed the maximum zoning lot coverage.

3. An accessory building shall not be permitted in any required front yard and no separate accessory building shall be erected within three feet (3') of any principal building's line.

4. Accessory buildings shall be at least three feet (3') from zoning lot lines of adjoining lots with the footage to be measured from the overhang building line. On a corner lot they shall conform to the setback requirements on the side street, except in the case of an accessory structure door parallel to the alley, the minimum yard requirement setback shall not be less than sixteen feet (16'). (Ord. 2411, 10-15-2012)

10-9E-9: OTHER REGULATIONS:

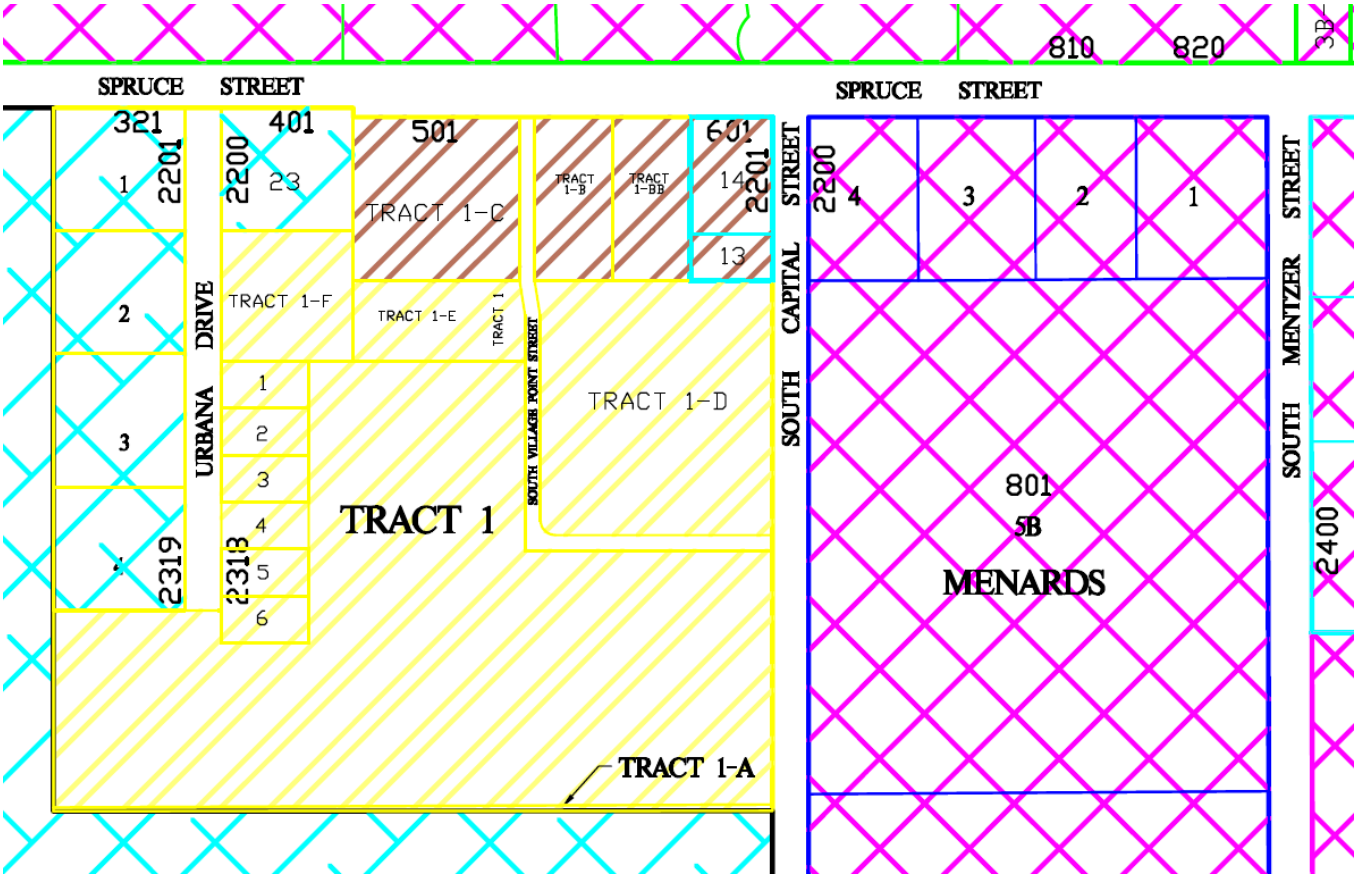
A. Residential accessory buildings and uses are permitted.

B. Accessory buildings and uses for approved conditional uses are permitted.

C. Development shall coincide with completion of proper municipal street and utility improvements.

D. Private walking trails are permitted.

E. Standards that are set forth in the city of Mitchell subdivision regulations with regards to installation of public improvements within the public rights of way may be waived upon a written agreement between the developer and the city council. (Ord. 2411, 10-15-2012)


810
820
SPRUCE STREET
SPRUCE STREET
321
401
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601
2201
2200
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TRACT 1-C
TRACT 1-B
TRACT 1-BB
TRACT 1-F
TRACT 1-E
TRACT 1
TRACT 1-D
URBANA DRIVE
SOUTH VILLAGE POINT STREET
TRACT 1
2319
2313
TRACT 1-A
SOUTH CAPITAL STREET
SOUTH MENTZER STREET
801
5B
MENARDS
2400

E SPRUCE ST
URBANA DR
S CAPITAL ST

NOTICE OF HEARING

TO: The City of Mitchell Planning Commission, City Council of the City of Mitchell, and the General Public.

You are hereby notified that the following proposed ordinance will be heard and considered by the City Planning Commission on Monday, June 26, 2023 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Wednesday, July 5, 2023 at 6:00 pm and consider second reading and final adoption on Monday, July 17, 2023 at 6:00 pm. All meetings will held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

ORDINANCE O2023-05

An Ordinance amending 10-9E-4 Permitted Uses, South Point Village Planned Development District, Title 10 Zoning Regulations, City of Mitchell Municipal Code

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1.

That 10-9E-4: Permitted Uses, be amended by changing "Multi-family dwellings of twenty four (24) units or less" to "Multi-family dwellings": so to be read as follows:

10-9E-4: PERMITTED USES:
Assisted living facility up to twenty four (24) units.
Community center privately owned or operated.
Education institution.
Lodging house.
Multi-family dwellings.
Open space.
Parks and Playgrounds.
Recreation indoor facility.
Recreation outdoor facility.
Religious institution.
Single0family dwellings.
Student housing (off campus). (Ord. 2411, 10-15-2012)

Section 2.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2023.

_____
Robert B. Everson, Jr. – Mayor

Attest:

(seal)

_____
Michelle Bathke – City Finance Officer

First Reading: _____
Second Reading: _____
Adoption: _____
Published: _____

Publish three times: Wednesday June 14, 2023, Wednesday June 21, 2023 and Wednesday July 5, 2023
Approximate Costs:

Loyd Companies
Drew O'Brien
101 S Reid St #201
Sioux Falls, SD 57103

Jensen Capital & Development LLC
25063 Alex Ct
Mitchell, SD 57301

Basil & Sandra Kelley
2319 Urbana Dr
Mitchell, SD 57301

Lyndon & Jana Overweg
1517 Deerfield Ln
Mitchell, SD 57301

Philip & Kelli Malde
321 E Spruce St
Mitchell, SD 57301

EVI Mitchell LLC
322 Demers Ave
Ste 500
Grand Forks, ND 58201

Abby Perez
2306 Urbana Dr
Mitchell, SD 57301

Jeanne Blaalid
25608 408th Ave
Mitchell, SD 57301

Aaron & Danielle Hoffman
3321 Maui Dr
Mitchell, SD 57301

Mega Wash Inc
800 E Kay Ave
Mitchell, SD 57301

South Point Village LLC
PO Box 1384
Mitchell, SD 57301

Menard Inc Corporate Accounting
4777 Menard Dr
Eau Claire, WI 54703

Mary Harris
2312 Dean Dr
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

June 14, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Loyd Companies is requesting to amend South Point Village Planned Unit Development by changing 10-9E-4 Permitted Uses from "Multi-family dwellings of twenty four (24) units or less" to "Multi-family dwellings":

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 26, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Wednesday, July 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 Jeremy Jensen Jensen Design Bldg
OWNER

801 Quince St.
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

JUN 16 2023

June 14, 2023

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

I/We Menard, Inc.
OWNER

815 E. Spruce St
ADDRESS

_____ APPROVE

_____ DISAPPROVE

COMMENTS:

Please See the Attached Letter.

MENARD, INC.

June 22, 2023

Sent Via US Mail and Email

City of Mitchell
Planning and Zoning Dept.
612 N Main
Mitchell, SD 57301

RE: Written Comments for Proposed PUD Amendment

Dear Members of the City of Mitchell Planning Commission.

Menards is in receipt of a public notice regarding the proposed amendment to the permitted uses for the South Point Village Planned Unit Development. It is further our understanding that this change is being requested as part of a proposal to construct a new 35-unit apartment complex.

Menards currently operates a retail store and lumberyard adjacent to the proposed development. Where Menards shares in the desire for growth, prosperity, and the continued development of the City of Mitchell, the operation of the Menards property, like similar large retail establishments, generates certain levels of noise, traffic, and light. Menards respectfully requests that the proposal before the commission be considered with these pre-existing conditions in mind. Menards further requests that any approval be conditioned on the acknowledgement by all parties of the foreseeable issues that may result by being in close proximity to an existing retail store and lumber yard.

Please include this letter as part of the official public hearing transcripts of the upcoming City of Mitchell Planning Commission meeting. Thank you for your time and consideration.

Respectfully,

Menard, Inc.

Patrick P. Schaffer
Corporate Counsel
Menard, Inc. - Properties Division
5101 Menard Drive, Eau Claire, WI 54703
pschaff@menard-inc.com
[P] 715-876-4147

CC Mark Jenniges – City Planner <mjenniges@cityofmitchell.org>