



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
August 21, 2023

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: New Home/St Mary's**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Department Reports**
 - D. Automatic Supplements**
Park-Sports Complexes in the amount of \$398 from a donation of funds
General-Fire in the amount of \$4239.46 from an insurance claim
 - E. Raffle Permits**
 - F. Approve Satisfaction of Mortgage with MADC**
 - G. Set Date 1:30 P.M., August 23, 2023 for Bid Opening for Airport Farm Ground and Pasture Leases**
 - H. Set date of September 5th, 2023 on the following Alcohol License Applications**
 - a. On the application of Elrancherito Family Mexican Restaurant, 108 North Main Street for a new Retail (On-Off Sale) Malt Beverage & SD Farm Wine License
 - b. On the application of Elrancherito Family Mexican Restaurant, 108 North Main Street for a new Retail (On-Off Sale) Wine and Cider License
 - I. Pay Estimates**
 - J. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 6. Motion To Approve, Request Public Comment, Roll Call**
- 7. Citizens Input**
If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will

be considered but no action will be taken at this time.

8. BOARD OF ADJUSTMENT: Entertain a Motion For The City Council To Recess And Sit As The Board Of Adjustment

A. Hearing and Action on an Application for Rodney & Mardi Deinert-Variance Permit

Rodney & Mardi Deinert has applied for a variance permit for a side yard corner setback of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road 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 Bradley Bauer-Conditional Use Permit

Bradley Bauer has applied for a Conditional Use Permit to operate a Home Occupation-Gun Repair Shop; located at 189 S Harmon Dr, legally described as Lot 95, Indianhead Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

C. Action to Set Date for Board of Adjustment Hearing 9-5-23

Alysha Gray has applied for a conditional use permit to operate a Family Residential Daycare; located at 212 W 14th Ave, legally described as Lots 9 and 10, Block 14, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

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

10. Hearing and Action on the following Alcohol License Applications

a. On the application to transfer RW-6530 Retail (On-Off Sale) Wine and Cider License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Ave to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Ave

b. On the application to transfer PL-4695 Package (Off Sale) Liquor License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Ave to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Ave

c. On the application to transfer RB-2838 Retail (On-Off Sale) Malt Beverage & SD Farm Wine License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Ave to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Ave

d. On the application of Bulls Eyes and Birdies dba Bulls Eyes and Birdies, 1307 North Main St for a new Retail (On-Off Sale) Malt Beverage & SD Farm Wine License

11. Action to Approve Special Event Permit for DWU Homecoming Tailgate on Saturday, September 16, 2023

12. Action to Approve a 15 Minute Parking Sign from 8 am to 5 pm Monday thru Friday at 401 North Main Street along 4th Avenue for Lifequest

- 13. Action to Approve Amendment #2 to Agreement #A2021-19 with Infrastructure Design Group for Mitchell Watermain Distribution System**
- 14. Action to Approve Agreement #A2023-34, Professional Services related to the Jetty and Dock Construction Project #2023-03 with Shive-Hattery**
- 15. Action to Approve Agreement #A2023-35, Airport Boiler Replacement Project #2023-31 with Krohmer Plumbing**
- 16. Action to Approve Agreement #A2023-36, Corn Palace Service Agreement with the Mitchell Area Chamber of Commerce**
- 17. Action to Approve Resolution #R2023-61, A Resolution of Intent to Create Business Improvement District #4**
- 18. Action to Approve Resolution #R2023-62, Plat of Lots 8A and 8B, Block 6 of Woodland Heights First Addition**
- 19. Action to Approve Resolution #R2023-63, Designating a Director and Alternate Director for the Dakota Mainstem Board of Directors**
- 20. First Reading on Ordinance #O2023-06, Rezoning Lots 1 and 2, Block 24, University Addition from R3 Medium Density Residential District to HB Highway Business 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.

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

**August 7, 2023
6:00 P.M.**

PRESENT: Marty Barington, Mike Bathke, John Doescher, Tim Goldammer,
Kevin McCardle, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Mayor Bob Everson

Council Member Tjarks is present by phone.

AGENDA:

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

- a. City Council Minutes
 - 1. City Council July 17, 2023.
- b. Committee Reports
 - 1. Planning Commission June 26, 2023,
 - 2. Planning Commission July 24, 2023 (unsigned), and
 - 3. Library Board May 16, 2023.
- c. Automatic Supplements
 - 1. Park-Sports Complexes in the amount of \$435.00 from a donation of funds,
 - 2. Park-Parks in the amount of \$1,500.00 from a donation of funds,
 - 3. General-Police in the amount of \$46,168.10 from grant funds, and
 - 4. General-Fire in the amount of \$7,452.18 from insurance proceeds.
- d. Raffle Permits
 - 1. Mitchell Pickleball Association with the drawing to be held on October 2, 2023,
 - 2. DWU Football with the drawings to be held on various dates in August, September, October, and November 2023,
 - 3. Longfellow PTO with the drawing to be held on September 22, 2023, and
 - 4. Davison County Republicans with the drawing to be held on September 7, 2023.
- e. Special Event Permit for Grace Baptist Church Vacation Bible School Family Night on Friday, August 11, 2023.
- f. Special Event Permit for RiverTree Block Party on Sunday, September 10, 2023.
- g. Authorization to transfer \$750,000.00 from the Health Insurance Fund to the General Fund for the repayment of interfund loans.
- h. Change Order #1 for Paving & Overlay Project #2022-15 decreasing the contract amount by

\$4,172.00 to Commercial Asphalt, adjust contract amount to \$145,438.00.

i. Set date of August 21, 2023 for hearing

1. On the application to transfer RW-6530 Retail (on-off sale) Wine and Cider License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Avenue to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Avenue,
2. On the application to transfer PL-4695 Package (off sale) Liquor License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Avenue to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Avenue,
3. On the application to transfer RB-2838 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Avenue to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Avenue, and
4. On the application of Bulls Eyes and Birdies dba Bulls Eyes and Birdies, 1307 North Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License.

j. Pay Estimates August 7, 2023

Pay Estimate #2 in the amount of \$6,287.00 for Above Ground Pump Station #2020-20 contracted to GeoTek Engineering,

Pay Estimate #2 in the amount of \$254,565.00 for Above Ground Pump Station #2020-20 contracted to Rice Lake West,

Pay Estimate #21 in the amount of \$30,488.28 for Ground Storage Tank #2020-20 contracted to Infrastructure Design Group,

Pay Estimate #15 in the amount of \$376.56 for West Side Water Tower #2021-03 contracted to SPN & Associates,

Pay Estimate #2 in the amount of \$149,252.76 for Livesay Lane Improvements #2021-25 contracted to H&W Contracting LLC,

Pay Estimate #7 in the amount of \$28,711.60 for Livesay Lane Improvements #2021-25 contracted to Infrastructure Design Group,

Pay Estimate #28 in the amount of \$37,276.52 for North Wastewater Improvements #2021-31 contracted to HDR Engineering,

Pay Estimate #14 in the amount of \$1,201,314.00 for North Wastewater Improvements #2021-31 contracted to PKG Contracting,

Pay Estimate #20 in the amount of \$840.00 for Highway 37 Utilities #2021-45 contracted to SPN & Associates,

Pay Estimate #21 in the amount of \$277.50 for Highway 37 Utilities #2021-45 contracted to SPN & Associates,

Pay Estimate #9 in the amount of \$700.00 for Fuel Storage Tanks #2021-51 contracted to West Plains Engineering,

Pay Estimate #6 in the amount of \$29,179.51 for Wastewater Treatment Plant Improvements-South Plant-Phase II #2022-01 contracted to HDR Engineering,

Pay Estimate #11 in the amount of \$9,025.00 for 1st & Main/7th & Main Signals #2022-08 contracted to HR Green,

Pay Estimate #3 in the amount of \$43,954.00 for Paving & Overlay #2022-15 contracted to Commercial Asphalt,

Pay Estimate #4 in the amount of \$568.75 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates,

Pay Estimate #10 in the amount of \$3,220.00 for South Lake Estates Development contracted

to SPN & Associates,
Pay Estimate #2 in the amount of \$296,308.40 for Paving & Overlay #2023-15 contracted to Commercial Asphalt,
Pay Estimate #5 in the amount of \$1,060.00 for Ohlman & South Harmon Lift Station #2023-16 contracted to SPN & Associates,
Pay Estimate #3 in the amount of \$2,140.00 for Cadwell Booster Station #2023-19 contracted to SPN & Associates, and
Pay Estimate #1 in the amount of \$754.14 for 2023 Bridge Inspections contracted to SD Department of Transportation.

k. 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 JULY 9, 2023 – JULY 22, 2023: City Council \$3,615.68, Mayor \$1,562.81, City Administrator \$6,092.50, Administrative Boards \$2,211.81, Attorney \$4,938.27, Finance \$13,447.25, Human Resources \$3,975.10, Municipal Building \$3,369.60, Information Technology \$3,053.20, Police \$73,181.44, Traffic \$3,154.40, Fire \$37,185.36, Street \$37,552.37, Public Works \$25,252.28, Cemetery \$8,505.43, Library \$17,832.52, Recreation & Aquatics \$33,040.68, Recreation Center \$16,293.19, Sports Complexes \$18,638.77, Cadwell Concessions-\$1,893.93, Parks \$27,184.09, Supervision \$6,081.70, E911 \$22,858.98, MVP \$536.25, Palace Transit \$29,782.03, JVCC \$1,610.94, Nutrition \$4,321.83, Water Distribution \$16,184.44, Sewer \$13,110.19, Airport \$2,868.49, Recycling Program \$6,959.70, Waste Collection \$8,506.58, Landfill \$11,188.47, Corn Palace \$30,651.41, Golf Course \$8,088.24, Campground \$2,276.40, Emergency Medical Services \$33,593.23

NEW HIRES:

CADWELL CONCESSIONS: Kaylee Bauder-\$10.80, Megyn Estrada-\$10.80, Jordyn Wilson-\$10.80

PUBLIC WORKS: Emily Moody-\$15.00

RECREATION CENTER: Kelsey Van Loh-\$11.30

SALARY ADJUSTMENTS:

CORN PALACE: Porter Geppert-\$12.80

E-911: Kalla Sauvage-\$21.868

POLICE: Cole Albaugh-Edgecomb-\$27.993

WATER DISTRIBUTION: Thomas Schumann-\$29.437

TERMINATIONS:

08-07-2023

FINANCE: Emily Moody

WARRANTS: A&B Business Solutions, Contract Services-\$4,292.87; A-Ox Welding Supply, Supplies-\$484.57; AAA Collections, Collection Fees-\$40.00; Aaron Hieb, Reimbursement-\$113.99; Abigail Squier, Reimbursement-\$119.97; Accounts Management, Garnishment-\$372.23; Advantage Auto Glass, Maintenance-\$470.88; AFLAC, Aflac Withholding-\$10,063.36; AFLAC Group, Critical Care-\$460.78; AFACME Council 65, Union Dues-\$604.80; Alex Young, Reimbursement-\$45.00; Alignment X-Perts, Repair-\$7 0.00; Amazon Capital Services, Supplies-\$1,102.25; Andrea Hamilton, Reimbursement-\$45.00; Andrew Schneider, Reimbursement-\$45.00; Aqua-Pure, Supplies-\$1,125.00; Aramark, Supplies-\$544.32; Arctic Refrigeration, Repair-\$217.47; AT&T Mobility, Utilities-\$424.90; AT&T Mobility, Utilities-\$1,199.35; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$72.95; Avera Occupational Medicine, Contract Services-\$470.00; Baker & Taylor, Books-\$390.17; Bender's Sewer Cleaning, Maintenance-\$2,015.00; Big Daddy D's, Contract Services-\$6,759.20; Blackburn Manufacturing, Supplies-\$236.76; Blackstone Publishing, Audiobooks-\$171.99; Book Systems, Subscription-\$3,395.00; Boyer Ford Trucks, Supplies-\$337.49; Brad Gates, Reimbursement-\$45.00; Brett Lowrie, Supplies-\$20,000.00; Brian Daughters, Reimbursement-\$45.00; Buhl's Drycleaners & Linen, Maintenance-\$50.00; Builders First Source, Supplies-\$338.79; Butler Machinery, Supplies-\$2,366.86; C&B Operations, Supplies-\$1,244.13; Carquest Auto Parts, Supplies-\$8.29; Cengage Learning Inc/Gale, Books-\$435.85; Center Point Large Print, Books-\$94.08; Central Electric, Utilities-\$12,167.74; Century Link, Utilities-\$85.92; Chesterman, Supplies-\$1,819.80; CHR Solutions, Billing Service-\$6,522.10; CHS Farmers Alliance, Repair-\$1,698.07; City of Mitchell, Golf Course Deductions-\$1,697.58; City of Mitchell, Recreation Deductions-\$1,879.53; City of Mitchell, Petty Cash-\$1,000.00; City of Mitchell, June 2023 Hotel Tax-\$1,065.00; City of Sioux Falls, June Water Tests-\$101.50; CK Bicycles & Locks, Supplies-\$98.00; Claims Associates, Claim-\$1,891.67; Clark Equipment, Equipment-\$61,346.64; CNA Surety Direct Bill, Notary Bond-\$50.00; Commercial Asphalt/Spencer Quarries, Supplies-\$347,779.94; Concrete Cowboys, Pre Sturgis-\$10,000.00; Core & Main, Supplies-\$8,621.16; Core-Mark Midcontinent, Supplies-\$18,017.20; Corn Palace, Supplies-\$322.00; Corporate Translation Service, Translation Services-\$140.93; County Fair, Contract Services-\$962.50; Craig Stucky, Reimbursement-\$45.00; CSG Forte Payments, Credit Card System-\$482.98; Dakota Counseling, 2023 Allocation-\$3,250.00; Dakota Fluid Power, Supplies-\$5,318.63; Dakota Heartland Development, 2023 3rd Quarter Allocation-\$6,250.00; Dakota Pump, Repair-\$2,142.47; Dakota Supply Group, Supplies-\$1,456.86; Daniel Esh, Training-\$65.00; David Sarne, Reimbursement-\$54.00; Davison County Register of Deeds, Vacation Resolution-\$30.00; Davison County Sheriff's Office, Alcohol Compliance Check-\$108.90; Davison Rural Water Systems, June Usage-\$91.80; Delta Dental Plan of South Dakota, Dental Insurance-\$15,467.50; Dennis Geidel, Reimbursement-\$45.00; Department of Agriculture, Solid Waste Surcharge-\$9,244.63; Department of Motor Vehicle, 2023 Ford Super duty-\$30.00; Department of Social Services, Child Support-\$921.22; Dick's Towing, Impound Dropoff-\$210.00; Dimock Dairy, Supplies-\$378.00; Doug Greenway, Reimbursement-\$45.00; Doug's Custom Paint & Body, Repairs-\$8,276.74; Elfstrand's Ace Hardware, Supplies-\$190.82; Elizabeth Morrison, Farmers Market Performance-\$100.00; Eric Hieb, Contract Services-\$9,157.39; Eurofins Environment Testing, Landfill Testing-\$2,446.00; Fastenal, Supplies-\$489.32; First National Bank Omaha, Loan Payment-\$16,543.90; Fischer, Rounds, Notary Bond

Fee-\$80.00; Fisher Scientific, Supplies-\$469.73; Forum Communications, Advertising-\$994.99; Gary Walton, Reimbursement-\$45.00; Gaylen's Gourmet Popcorn, Supplies-\$1,987.00; Golf Course Super Association of America, Membership Dues-\$430.00; Geocomm, Service Contract-\$5,775.00; Geotek Engineering & Testing, 2020-20 P.E. #2-\$6,287.00; Graham Tire, Supplies-\$399.94; Grainger, Supplies-\$1,470.22; Grayscale Event Marketing, Advertising-\$1,999.00; H&W Contracting, 2021-25 P.E. #2-\$149,252.76; Hach, Supplies-\$1,543.54; Harve's Sport Shop, Supplies-\$19.87; Hawkins, Supplies-\$14,957.05; HDR Engineering, 2021-31 P.E. #28-\$66,456.03; Henry Schein, Supplies-\$1,079.80; Honda of Mitchell, Supplies-\$26.46; Howes Oil, Supplies-\$16,751.32; HR Green, 2022-8 P.E. #11-\$9,025.00; Imagetrend, Annual Fee-\$3,062.00; Infrastructure Design Group, 2020-20 P.E. #21-\$59,199.88; Ingram Library Services, Books-\$1,771.13; Innovative Intelligent Pro, Supplies-\$439.15; Innovative Office Solution, Supplies-\$103.41; Intellipro Security, Service Call-\$150.00; Interstate Office Products, Supplies-\$335.81; Interstate Power Systems, Maintenance-\$547.47; Iverson Chrysler Center, Rental-\$69.95; Jabr Trucking, Vehicle Towing-\$170.00; Jamie Henkel, Reimbursement-\$45.00; Jaylon Tollefson, Reimbursement-\$45.00; JCL Solutions, Supplies-\$56.81; Jebro, Supplies-\$252,975.86; Jeff Hanson, Reimbursement-\$45.00; Joe Galpin, Reimbursement-\$45.00; Joe Haiar, Reimbursement-\$45.00; Joe Schroeder, Reimbursement-\$45.00; Joelle Dammann, Reimbursement-\$37.50; John Hegg, Reimbursement-\$45.00; Jon Thurman, Reimbursement-\$45.00; Jon Vermeulen, Reimbursement-\$45.00; Jones Supplies, Supplies-\$3,151.72; Kasseburg Canine Training, Dog Transport-\$8,500.00; Kathy Hanks, Reimbursement-\$45.00 ; Kathy Kaye Foods, Supplies-\$3,916.80; Kevin Devries, Reimbursement-\$45.00; Kevin Dykes, Reimbursement-\$45.00; Kevin Kenkel, Reimbursement-\$45.00; Kevin Roth, Reimbursement-\$45.00; Kevin Sibson, Reimbursement-\$45.00; Krohmer Plumbing, Supplies-\$177.55; Larry's I-90 Service, Maintenance-\$3,358.95; Leighton Family Farms, Supplies-\$922.00; Library Furniture Internet, Supplies-\$314.41; Liz Kitchens, Reimbursement-\$45.00; M & T Fire and Safety, Supplies-\$808.69; Make it Mine Designs, Supplies-\$119.59; McKeever full service vending, Transfer Fee-\$50.00; McLeod's Printing, Supplies-\$55.99; Menard's, Supplies-\$1,753.08; Merl Bechen, Contract Fees-\$1,090.31; Michael Bathke, Travel-\$140.48; Michael Leach, Reimbursement-\$45.00; Michelle Bathke, Reimbursement-\$45.00; Microsoft Corporation, On line Service-\$910.00; Midcontinent Communication, Utilities-\$113.39; Midwest Fire & Safety, Inspection-\$219.50; Midwest Laboratories, Testing-\$717.36; Midwest Oil, Supplies-\$1,508.76; Midwest Turf & Irrigation, Supplies-\$69.31; Millennium Recycling, Single Stream Fee-\$2,308.60; Mitchell Animal Rescue, Management Fee-\$700.00; Mitchell Area Development, Quarter Allocation-\$41,750.00; Mitchell Area Housing, Nuisance Abatement-\$5,127.63; Mitchell Baseball, South Dakota State Amateur Baseball-\$5,000.00; Mitchell Coed Softball, USA Coed State Softball-\$2,500.00; Mitchell Concrete Product, Supplies-\$751.50; Mitchell Iron & Supply, Supplies-\$388.22; Mitchell Lion's Club, Firework Cleanup-\$1,500.00; Mitchell Main Street and Beyond, Quarter Allocation-\$8,750.00; Mitchell United Way, United Way Deductions-\$549.50; Mitchell Women's Softball, State Softball-\$3,000.00; Mueller Lumber, Supplies-\$26.38; Muth Electric, Supplies-\$5,518.74; Nalco, Supplies-\$237.87; Napa Central, Supplies-\$702.07; Nate Hegg, Reimbursement-\$45.00; Newman Signs, Supplies-\$743.70 ; National Independent Health Club, Annual Membership-\$99.00; Northwest Pipe Fittings, Supplies-\$508.97; Northwestern Energy, Utilities-\$49,118.55; Odeys, Supplies-\$433.00; Overdrive, Books-\$1,259.70; Parkeon, Monthly Service-\$65.00; Paulson Sheet Metal, Supplies-\$1,725.11; Pepsi Cola, Supplies-\$2,919.43; Peter Arnold, Travel-

\$136.00; Peterbilt of Sioux Falls, Supplies-\$337.93; Pfeifer Implement, Equipment-\$36,215.00; PKG Contracting, 2021-31 P.E. #14-\$1,201,314.00; Porter Distributing, Supplies-\$66.45; Powerplan-Oib, Supplies-\$2,539.64; Premier Pest Control, Contract Services-\$400.00; Public Health Laboratory, Labs-\$1,304.00; Qualified Presort, Postage-\$220.49; Quick Med Claims, Billing Services-\$2,622.82; Recreonics, Supplies-\$6,127.03; Rice Lake West, 2020-20 P.E. #2-\$254,565.00; Robert McCardle, Reimbursement-\$45.00; Roger Prewett II, Reimbursement-\$45.00; Runnings Supply, Supplies-\$3,255.21; Ryland Devries, Reimbursement-\$45.00; S&M Printing, Supplies-\$79.50; Schmucker, Paul, Nohr, 2021-3 P.E. #15-\$13,348.33; Schoenfelder Portables, Rental-\$320.00; Schumacher Elevator, Maintenance-\$226.80; South Dakota Association of Rural Water, Annual Dues-\$1,240.00; South Dakota Department of Transportation, 2023 bridge P.E.#1-\$754.14; South Dakota Federal Property, Supplies-\$28,575.00; South Dakota Planners, Annual Conference-\$1,500.00; South Dakota Police Chiefs, Supplies-\$1,215.96; South Dakota Retirement System, Retirement Contributions-\$57,823.32; South Dakota State Treasurer, Tax Penalty-\$282.47; South Dakota Supplemental Retirement, Supplemental Retirement-\$2,779.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,208.50; Sherwin-Williams, Supplies-\$3,834.92; Sign Pro, Supplies-\$576.00; Sign Solutions, Supplies-\$597.68; Siteone Landscape Supply, Supplies-\$3,931.87; Stan Houston Equipment, Supplies-\$4.35; Standard Insurance, Life Insurance-\$2,414.66; Staples, Supplies-\$950.20; Stephanie Ellwein, Reimbursement-\$45.00; Steve Anderson, Reimbursement-\$45.00; Sturdevants Auto Value, Supplies-\$5,261.96; Subway, Meals-\$47.94; Sun Gold Sports, Supplies-\$1,182.90; Terry Johnson, Reimbursement-\$45.00; Thomas Gullede, Reimbursement-\$45.00; Thomas Holleman, Reimbursement-\$45.00; Thomas L Price, Service-\$700.00; Thomas Schuman, Reimbursement-\$45.00; Thune True Value & Appliance, Supplies-\$584.63; Tim Goldammer, Travel-\$140.48; TMA Stores, Repair-\$1,458.34; Todd Cavanaugh, Reimbursement-\$45.00; Tom Scott, Supplies-\$350.00; Tractor Supply, Supplies-\$6.54; Transource, Supplies-\$643.96; Traupel Masonry & Concrete, Repairs-\$510.00; Travis Platt, Reimbursement-\$110.00; Tyler Vetch, Reimbursement-\$45.00; Tylor Peterson, Reimbursement-\$45.00; United Rentals (North American), Equipment Rentals-\$1,038.87; Upper Midwest Garage Door, Maintenance-\$795.91; UPS Store #4227, Postage-\$112.66; Van Diest Supply, Supplies-\$8,088.25; Van Laar Construction, Repair-\$1,907.36; Verizon Wireless, Utilities-\$360.09; Walmart/Capital One, Supplies-\$441.43; Wanda Graves, Reimbursement-\$45.00; West Plains Engineering, 2021-51 P.E. #9-\$700.00; Wheelco Brake & Supply, Supplies-\$345.24; Zimmer Caulking, Repairs-\$122.40; South Dakota State Treasurer, Sales Tax Payment-\$29,857.82; Ellwein Brothers, Supplies-\$858.00.

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

CITIZENS INPUT:

Mitchell resident, Stewart Hanson, discussed concerns with the lake and dredging.

Council Member Kevin McCardle thanked Jeff Krall for using his helicopter to help dry the fields at Cadwell Park for the State Amateur Baseball Tournament after heavy rains..

Mitchell Township resident, Sonja Vanerdewyk, discussed issues with SD Canvassing and election returns.

Corn Palace Director Doug Greenway stated the Corn Palace Festival will be held on August 23-27, 2023 and concert tickets and wristband tickets are now on sale.

BOARD OF ADJUSTMENT:

Moved by Barington, seconded by McCardle, for the City Council to recess and sit as the Board of Adjustment. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

It was advised that this is the date and time set for hearing on the application of Latrice Franklin for a conditional use permit to operate a family residential daycare located at 1522 Pebble Beach Road, legally described as Lot 27, Block 4, Lakeview First 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 Sabers, to approve said application. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

It was advised that this is the date and time set for hearing on the application of Bobbie Sperlich for a conditional use permit to operate a family residential daycare located at 2040 West 23rd Avenue, legally described as the East 100' of Lot B in the SE ¼ of Section 8, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The property is zoned R4 High Density Residential District. The Planning Commission recommended approval of said application. Moved by Smith, seconded by Barington, to approve said application. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

It was advised that this is the date and time set for hearing on the application of CJB Properties LLC for a variance for an accessory building in the front yard and a front yard variance of 6' vs 25' located at 1821 West 8th Avenue, legally described as Lots 5 & 6, Block 3, Home Park Original Addition, Davison County, South Dakota. The property is zoned R4 High Density Residential District. The Planning Commission recommended denial of said application. Moved by Sabers, seconded by Goldammer, to approve said application. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Tjarks. Members present voting nay: Smith. Motion carried.

Moved by McCardle, seconded by Barington, to set date for August 21, 2023 on the application of Rodney & Mardi Deinert for a side yard corner variance of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished located at 401 South Wisconsin Street, legally described as Lot 1, Block 20, Railroad Addition, City of Mitchell, Davison County, South Dakota. Members present voting aye: Barington, Bathke, Doescher,

Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by McCardle, seconded by Goldammer, to set date for August 21, 2023 on the application of Bradley Bauer for a conditional use permit to operate a home occupation-gun repair shop located at 189 South Harmon Drive, legally described as Lot 95, Indianhead Addition, City of Mitchell, Davison County, South Dakota. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Barington, seconded by Goldammer, for the Board of Adjustment to adjourn and the City Council to reconvene in regular session. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

AWARD BID:

Bids were opened and read on Golf Course Improvements Rebid Project #2023-02R on the 1st day of August, 2023. Moved by Sabers, seconded by Barington, to award, as follows:

GOLF COURSE IMPROVEMENTS PROJECT #2023-02R

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

Base Bid	\$680,300.00
Alt #1	(\$10,000.00)

Members present voting aye: Barington, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: Bathke, Doescher. Motion carried.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Goldammer, to approve the Special Event Permit for South Dakota State Disc Golf Tournament on Friday, September 22 through Sunday, September 24, 2023. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Smith, seconded by Barington, to approve the Kongo Klub for a new Vehicle for Hire License. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve Richard's Reliable Rides for a new Vehicle for Hire License. Members present voting aye: Barington, Bathke, Doescher,

Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Sabers, seconded by Bathke, to approve GF&P grant application for a gun range. The grant would cover approximately 60% of the cost or \$800,000.00. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Goldammer, seconded by Barington, to approve an electrical easement with Northwestern Energy to provide electrical service to the Depot property. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Sabers, seconded by Barington, to approve Agreement #A2023-27, Easement Agreement with Bradley Theme LLC relating to the area of grass between the 5th & Main parking lot and 514 North Main Street. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by McCardle, seconded by Smith, to approve Agreement #A2023-28, Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell and AFSCME Local 2922 for 2024 Wages. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Barington, seconded by Goldammer, to approve Agreement #A2023-29, Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell and IAFF Local 4166 for 2024 Wages. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by McCardle, seconded by Sabers, to approve Agreement #A2023-30, Addendum to the 2023-2025 Bargaining Agreement between the City of Mitchell and Teamsters Local No. 120 for 2024 Wages. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Goldammer, seconded by McCardle, to approve Agreement #A2023-31, Developers Agreement for MLC Addition-Phase IV. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Smith, seconded by Goldammer, to approve Agreement #A2023-32, Temporary Easement Agreement No. 1 with SDDOT Highway #37 Project #2021-45. The city will be compensated \$16,191.37 per the agreement. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by McCardle, seconded by Barington, to approve Agreement #A2023-33, Personal Property Relocation Assistant Agreement, Option B, with SDDOT Highway #37 Project #2021-45. The city will be compensated \$15,922.00 per the agreement. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Barington, seconded by McCardle, to approve permanent easements No. 1 and No. 2 with SDDOT for Highway #37 Project #2021-45. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by Goldammer, seconded by Barington, to approve release easements with SDDOT for Highway #37 Project #2021-45. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Moved by McCardle, seconded by Barington, to approve proceeding with the drawdown construction on Lake Mitchell up to the budget estimate of \$3,500,000 with funding to come from the Lake Fund & General Fund designated reserves. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

RESOLUTIONS:

Moved by Smith, seconded by Barington, to approve Resolution #R2023-53A, Amending the Election Date and Financed Amount listed in Resolution #R2023-53. Members present voting aye: Barington, Smith, Tjarks. Members present voting nay: Bathke, Doescher, Goldammer, McCardle, Sabers. Motion failed.

Moved by Smith, seconded by McCardle, to approve Resolution #R2023-54, Establishing Boundaries for a Proposed Business Improvement District and Setting Initial Terms for BID Board Members, as follows:

RESOLUTION NO. R2023-54

A RESOLUTION ESTABLISHING BOUNDARIES FOR A PROPOSED BUSINESS IMPROVEMENT DISTRICT AND SETTING INITIAL TERMS FOR BID BOARD MEMBERS

WHEREAS, the City Council for the City of Mitchell, SD believes that its past use of hotel, motel, and lodging establishment business improvement districts has been highly beneficial to the community; and

WHEREAS, the City Council believes that there are improvements that can be made to how the past hotel, motel, and lodging establishment business improvement districts were structured, implemented, and maintained; and

WHEREAS, the City Council believes that the most effective way to make such improvements is to create and codify a new hotel, motel, and lodging establishment business improvement district and terminate the prior hotel, motel, and lodging establishment business improvement districts by separate actions; and

WHEREAS, the first step in taking such action under SDCL 9-55 is to establish proposed boundaries and appoint a Business Improvement District Board; and

WHEREAS, the method of raising revenue which will ultimately be recommended and adopted shall be fair and equitable as required by law;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mitchell, SD that:

Section 1. The boundaries of the proposed Business Improvement District are hereby established as:

That property within the City boundaries which is zoned and used for hotel, motel, or lodging establishment excluding any hotel, motel, or lodging establishment with less than 28 rooms, unless the hotel or motel elects to be included within the district. (An initial list of the qualifying properties shall be maintained by the Finance Officer).

Section 2. There is hereby created a Business Improvement Board which shall have the powers established in SDCL 9-55-5 and 9-55-6. The Board shall be appointed by the Mayor with the approval of the City Council.

Section 3. The Board shall consist of 5 members whose initial terms shall be staggered so that 2 members serve for 1 year, 2 members serve for 2 years, and 1 member serves for 3 years. After the expiration of such initial terms, all subsequent appointments shall be for 3 years. Initial terms shall begin on January 1, 2023. However, the first Board members appointed shall serve from the date of appointment to December 31, 2022 in addition to their initial term.

Section 4. The initial appointments to the board shall be as follows:

Andy Chaudhari, <i>Thunderbird Lodge</i>	-	3 year initial term
Sam Chaudhari, <i>Quality Inn</i>	-	2 year initial term
Jason Bradley	-	2 year initial term
Austen Iverson, <i>Corn Palace Inn</i>	-	1 year initial term
Tim Smith	-	1 year initial term

Section 5. The Board shall make recommendations to the City Council for the establishment of a plan or plans for improvements in the business area.

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2023-56, Amending City of Mitchell Water & Sewer Rates & Fees to Fund Current and Future Infrastructure Improvement Projects by Implementing a Surcharge, as follows:

Resolution #R2023-56

A RESOLUTION AMENDING CITY OF MITCHELL WATER & SEWER RATES & FEES TO FUND CURRENT AND FUTURE INFRASTRUCTURE IMPROVEMENT PROJECTS

WHEREAS, the City of Mitchell has been involved in a comprehensive infrastructure planning process,

WHEREAS, many of these projects will include state revolving loan financing that the city will be obligated to repay through rates,

WHEREAS, these improvements are necessary to meet expected demands of current customers in the next 5-10 years, as well as any future demands from growth and development within the City of Mitchell;

WHEREAS, the Mitchell City Council asked that rates be set with quarterly increases until they reach the necessarily level in 2027 to fund the projected increases required for planned improvements in order to make the increases more gradual for residents;

THEREFORE, BE IT RESOLVED, by the City Council of the City of Mitchell, SD that effective August 7, 2023 rates be amended to include the surcharge as listed below for DWSRF-06, Ground Storage Tank Project.

Water Rates

		<i>Current Rate</i>
<i>Base Rate</i>	<i>1" and less</i>	<i>\$ 13.00</i>
	<i>1 1/2"</i>	<i>\$ 26.00</i>
	<i>2"</i>	<i>\$ 41.60</i>
	<i>3"</i>	<i>\$ 78.00</i>
	<i>4"</i>	<i>\$ 130.00</i>

	6"	\$ 260.00
<i>Water Usage</i>		\$ 5.10

Water rates include the following surcharges that are segregated from the total fees collected:

\$1.78/month/user	DWSRF- 02	Water Storage Tank
\$.85/month/user	DWSRF-05	West Water Tower Repairs
\$10.30/month/user	DWSRF-06	Ground Storage Tank Project

Sewer Rates

		<i>Current</i>
<i>Residential</i>	<i>Base</i>	\$ 29.05
	<i>Volume</i>	\$ 4.00
<i>Non Residential</i>	<i>Base</i>	\$ 29.05
	<i>Volume</i>	\$ 5.00
<i>Industrial</i>	<i>Base</i>	\$ 29.05
	<i>Volume</i>	\$ 3.98
	<i>BOD</i>	\$ 0.88
	<i>TSS</i>	\$ 1.29
	<i>TKN</i>	\$ 4.80

Sewer rates include the following surcharges that are segregated from the total fees collected:

\$8.05/month/user	CW-05	Sanborn Phase II
\$3.70/month/user	CW-06	East Central Drainage Phase I
\$.99/month/user	CW-07	East Central Drainage Phase II
\$1.11/month/ user	CW-08	Daily Drive Lift Station
		Waste Water Treatment Plant Improvements
\$11.60/month/user	CW-09	Phase I
\$.77/month user	CW-12	Livesay Improvements

IT IS FURTHER RESOLVED by the City Council of the City of Mitchell, SD that the following rate increases be implemented at the dates listed below in 2024 in order to facilitate water & waste water improvements within the City of Mitchell:

Water Rates

2024 Water Rate & Effective Date		1/1/2024	4/1/2024	7/1/2024	10/1/2024
Base Rate	1" and less	\$ 13.94	\$ 14.88	\$ 15.82	\$ 16.75
	1 1/2"	\$ 27.87	\$ 29.74	\$ 31.62	\$ 33.50
	2"	\$ 44.60	\$ 47.60	\$ 50.60	\$ 53.60
	3"	\$ 83.62	\$ 89.24	\$ 94.87	\$ 100.50
	4"	\$ 139.37	\$ 148.74	\$ 158.12	\$ 167.50
	6"	\$ 278.75	\$ 297.50	\$ 416.25	\$ 335.00
Water Usage		\$ 6.48	\$ 6.48	\$ 6.48	\$ 6.48

Water rates include the following surcharges that are segregated from the total fees collected:

\$1.78/month/user	DSWRF- 02	Water Storage Tank
\$.85/month/user	DSWRF-05	West Water Tower Repairs
\$10.30/month/user	DWSRF-06	Ground Storage Tank Project

Sewer Rates

2024 Sewer Rate & Effective Date		1/1/2024	4/1/2024	7/1/2024	10/1/2024
Residential	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 4.05	\$ 4.10	\$ 4.16	\$ 4.22
Non Residential	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 5.06	\$ 5.13	\$ 5.20	\$ 5.27
Industrial	Base	\$ 29.45	\$ 29.85	\$ 30.25	\$ 30.65
	Volume	\$ 4.03	\$ 4.08	\$ 4.14	\$ 4.20
	BOD	\$ 0.89	\$ 0.90	\$ 0.91	\$ 0.92
	TSS	\$ 1.30	\$ 1.32	\$ 1.34	\$ 1.36
	TKN	\$ 4.86	\$ 4.92	\$ 4.99	\$ 5.06

Sewer rates include the following surcharges that are segregated from the total fees collected:

\$8.05/month/user	CW-05	Sanborn Phase II
\$3.70/month/user	CW-06	East Central Drainage Phase I
\$.99/month/user	CW-07	East Central Drainage Phase II
\$1.11/month/ user	CW-08	Daily Drive Lift Station
		Waste Water Treatment Plant Improvements
\$11.60/month/user	CW-09	Phase I
\$.77/month user	CW-12	Livesay Improvements

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Bathke, to approve Resolution #R2023-58, A Resolution Giving Approval to Certain Drinking Water Facilities Improvements; Giving Approval to the Issuance and Sale of a Revenue Bond to Finance, Directly or Indirectly, the Improvements to the Facilities; Approving the Form of the Loan Agreement and the Revenue Bond and Pledging Project Revenues and Collateral to Secure the Payment of the Revenue Bond; and Creating Special Funds and Accounts for the Administration of Funds for Operation of the System and Retirement of the Revenue Bond and Providing for a Segregated Special Charge or Surcharge for the Payment of the Bonds, as follows:

RESOLUTION NO. R2023-58

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Mitchell (the “City”) currently operates a water distribution system to supply municipal, industrial and domestic water to its inhabitants and has determined that improvements to the drinking water facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its drinking water system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“Act” means South Dakota Codified Laws Chapter 9-40.

“Loan” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“Project” means the City of Mitchell Water System Improvements Project.

“Revenue Bond” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“System” means the City’s system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby declares and determines it is necessary to construct and finance improvements to its drinking water facilities within its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$16,000,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the City Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$16,000,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide

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for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.1. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.2. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest and Administrative Surcharge on the Revenue Bond when due.

4.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the

issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Mitchell, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth

therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Project Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2023-59, Declaring Real Property Surplus, Appointing Appraisal Board, and Authorizing Auction, as follows:

RESOLUTION #R2023-59

A RESOLUTION DECLARING CERTAIN REAL PROPERTY ADJACENT TO LAKE MITCHELL TO BE SURPLUS, APPOINTING A BOARD TO CONDUCT AN APPRAISAL, AND AUTHORIZING THE SALE OF SUCH PROPERTY PURSUANT TO STATE LAW

WHEREAS the City of Mitchell is the owner of seven parcels adjacent to Lake Mitchell which are legally described as:

Lots 35 and 35A, Sunset Point Subdivision, Lake Mitchell Development Plan, City of Mitchell, Davison County, South Dakota; and

Lots 31, 31A, 32, and 32A, Sunset Point Subdivision, Lake Mitchell Development Plan, City of Mitchell, Davison County, South Dakota; and

Lots 22 and 22A, Sunset Point Subdivision, Lake Mitchell Development Plan, City of Mitchell, Davison County, South Dakota; and

Lots 11, 12, and the East ½ of Lot 13, Sunset Point Subdivision, Lake Mitchell Development Plan, City of Mitchell, Davison County, South Dakota; and

Lots 27, 27A, 28, and 28A, Indian Head Subdivision, Lake Mitchell Development Plan, City of Mitchell, Davison County, South Dakota; and

Lots 80 and 81, except Lot 81-A, Indian Head Subdivision, Lake Mitchell Development Plan, City of Mitchell, Davison County, South Dakota; and

Lots 99 and 100-A, Indian Head Subdivision, Lake Mitchell Development Plan, City of Mitchell, Davison County, South Dakota.

WHEREAS the City desires to sell the above described parcels of real property; and

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the City hereby determines that the seven above described parcels of real property are no longer necessary, useful, or suitable for the purpose for which it was acquired.

IT IS FURTHER RESOLVED, that such property shall be appraised pursuant to state law by a three person board consisting of Cory Aadland, Kevin Ball, and Jamie Hajek, who are all residents of the City of Mitchell.

IT IS FURTHER RESOLVED, that the real property shall be sold pursuant to public auction and that the Mayor is hereby authorized to negotiate and sign a real estate auction listing agreement, and any supplemental documentation necessary to accomplish those purposes, with Dean Edwards Real Estate and Auction. Such auction shall be scheduled, noticed, and conducted in accordance with state law and the acceptance or rejection of any bids therefrom shall be subject to the final approval of the City Council.

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Bathke, to approve Resolution #R2023-60, SHPO Findings in Relation to the Property at 101 South Main Street, as follows:

RESOLUTION #R2023-60

A RESOLUTION REGARDING SDCL SECTION 1-19A-11.1 FINDINGS IN RELATION TO THE PROPERTY AT 101 S Main St

WHEREAS, John and Diane Adamo are the owners of certain real property at 101 South Main Street which is legally described as:

**Lots 1 and 2, Block 18; Original Plat of Town
(now City) of Mitchell, Davison County, South Dakota.**

WHEREAS the above described property is listed on the National Register of Historic Places.

WHEREAS WeCare Ministries sought a building permit for the property on June 10, 2023.

WHEREAS state law puts certain processes in place which must be followed prior to any governmental action that may damage, destroy, or encroach upon any historic property.

WHEREAS, in consideration of such laws, the City of Mitchell did provide preliminary notice on of the status of the property, reports of its condition, and eventually proposed project of WeCare Ministries planned to the State Historic Preservation Office (SHPO) received on July 10, 2023. The proposed project consists of restoring and replacing the red glass façade to the exterior north and east sides of the building. The glass on the east end is missing and the glass on the north side is failing and missing. The applicant has indicated that this would be total replacement as the adhesion of the glass has deteriorated to the extent that it is no longer holding the glass and a fair amount of panels are missing. The applicant searched for several restorage salvage material companies for matches to the existing historic paneling but found that there was not enough red glass material available. The applicant will use alucobond axcent aluminum paneling. The new panels will match the historic panels in size, shape and color.

WHEREAS on July 27, 2023 SHPO issued its final determination that the proposed project will remove historic character defining material from the building and the proposal will encroach upon, damage, or destroy a historic property which is included in the National and State Registers of Historic Places. However, it appears that there are no feasible and prudent alternatives to the proposal and the proposal includes all possible planning to minimize harm to the historic resource.

WHEREAS SDCL 1-19A-11.1 requires in this case that the City make a written determination that “based upon the consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that all possible planning to minimize harm to the historic property has been considered.”

WHEREAS such a hearing by the City Council was scheduled, noticed, and held on August 7, 2023 during regular session and that at such hearing interested parties were afforded an opportunity to comment on the matter and the City Council did consider and discuss relevant facts relating to such demolition plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the City Council does hereby make the following findings of fact and conclusions:

1. The above described property is listed on the National Register of Historic Places.

2. The City of Mitchell, did submit a notice and supplemental materials as required by state law and as requested by the State Historic Preservation Office.
3. The City Council, in its capacity as the governing body designated to make a final determination of project acceptability under SDCL 1-19A-11.1, must determine that, “based upon the consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that all possible planning to minimize harm to the historic property has been considered.”
4. The City Council has taken into consideration all relevant factors including all testimony provided at the above described hearing, all documentation provided at or for use in such hearing, and specifically, the following materials:

Navin Apts-101 S Main St-Proposal
Navin Apts-101 S Main St-GIS and Photo
Navin Apts-101 S Main St-Alucobod Product Brochure
Navin Apts-101 S Main St-ERC Review Response Letter
Navin Apts-101 S Main St-Flow Chart

5. That in recognition of these findings and conclusions, the State Office of History shall be provided with notice of this determination by certified mail, to include a complete record of factors considered.
6. That after ten days from sending such notice, compliance with SDCL 1-19A-11.1 shall no longer serve as an impediment to carrying out the proposed demolition plan.

Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried and resolution declared duly adopted.

EXECUTIVE SESSION:

Moved by McCardle, seconded by Bathke, to go into Executive Session as permitted by SDCL 1-25-2(3) Legal and SDCL 1-25-2(4) Negotiations. Members present voting aye: Barington, Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: none. Motion carried.

Mayor Everson declared the board out of executive session at 9:16 p.m. and the City Council to reconvene in regular session at 9:17 p.m.

ADJOURN:

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


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
July 24, 2023

1. Call to Order

Chairperson Larson called the July 24, 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: Genzlinger, Jirsa (telephoncially), Larson, Osterloo, Penney, Schmitz, Sonne.

Absent: Doescher.

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

3. Election of Officers

Election of Chairperson for a 1 year term from July 2023 to June 2024.

Motion by Schmitz, seconded by Genzlinger to nominate Larson as Chairperson.

There being no other nominations, motion by Genzlinger, seconded by Osterloo, that nominations cease and a unanimous ballot be cast. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – abstain, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 abstain; motion carried.

Election of Vice-Chairperson for a 1 year term from July 2023 to June 2024.

Motion by Osterloo, seconded by Schmitz to nominate Genzlinger as Vice-Chairperson.

There being no other nominations, motion by Schmitz, seconded by Penney, that nominations cease and a unanimous ballot be cast. Roll call vote: Genzlinger – abstain, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 abstain; motion carried.

4. Declaration Of Conflicts Of Interests

Genzlinger item #11.

5. Approve Agenda

Motion by Osterloo, seconded by Schmitz to approve the proposed agenda. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

6. Approval of Previous Minutes: June 26, 2023

Motion by Osterloo, seconded by Schmitz to approve the proposed minutes of the June 26, 2023 Planning Commission meeting. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

7. Schedule Next Meeting: August 14, 2023

Motion by Penney, seconded by Sonne to set the date for the next Planning Commission meeting for August 14, 2023. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

8. Plan Approval: Bill Wittstruck-1007 S Kimball St; zoned Highway Orientated Business District

Jenniges explained the applicant had the property rezoned in March of 2023 to Highway Business with the intent of building a shed for storage. He had also vacated the alley. There is already a curb cut out for this. The applicant will put gutters on the building and run the water east to the street. The applicant was not present to answer questions.

Motion by Jirsa, seconded by Schmitz to approve the plan. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

9. Plan Approval: Muth Electric-1400 S Burr St; zoned Highway Oriented Business District

Jenniges explained Muth Electric has purchased the building and are not planning to do any structural changes to the facility, it is just a change of use again. It has to come to the board. The applicant was present to answer questions.

Ron Muth explained Muth Properties is purchasing the building and Muth Electric will be renting the building. It will be a contractor's storage yard and offices. Great location being close to the interstate.

Genzlinger stated he believed this was a better use for the building.

Motion by Genzlinger, seconded by Penney to approve the plan. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

10. Conditional Use Permit: Latrice Franklin

Latrice Franklin has applied for a conditional use permit to operate a Family Residential Daycare; located at 1522 Pebble Beach Road, legally described as Lot 27, Block 4, Lakeview 1st 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 neighbors, it was published in the official newspaper and sign posted. There were 3 letters returned in favor, two of which did not make the packet but there were no additional comments on them. There was 1 letter returned opposed, said verbally due to increased traffic and noise concerns. The applicant was not present to answer questions.

Fire Marshall Sanoval stated he has not done an inspection on the property but has been in contact to set an inspection up.

Motion by Genzlinger, 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. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

11. Conditional Use Permit: Bobbie Sperlich

Bobbie Sperlich has applied for a conditional use permit to operate a Family Residential Daycare; located at 2040 W 23rd Ave, legally described as E 100' of Lot B in the SE 1/4 of Section 8, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Jenniges explained notices were sent out to neighbors, it was published in the official newspaper and sign posted. There were no letters returned. The applicant was present to answer questions.

Fire Marshall Sanoval stated he has not done an inspection and there were no issues.

The applicant stated that she has run a daycare for 15 years and just moving to a new location.

Motion by Penney, 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. Roll call vote: Genzlinger – abstain, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 abstain; motion carried.

12. Variance Permit: CJG Properties LLC

CJG Properties LLC has applied for a variance permit for an accessory building in the front yard and front yard setback of 6' vs 25'; located at 1821 W 8th Ave, legally described as Lots 5 & 6, Block 3, Home Park Original Addition, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Jenniges explained notices were sent out to neighbors, it was published in the official newspaper and sign posted. There were no letters returned that made the packet, an email was received Monday stating they had no issue with the variance. The applicant was not present to answer questions.

Jenniges stated Hegg informed CJG Properties they needed a building permit for the garage they moved in. When the applicant came in, they were informed they also needed a variance for the location. The applicant stated the reason they put it there was because it's close to the house and they aren't sure where the drain field is on the south side of the house for the septic system.

Sonne questioned if there was some penalty the city can enforce for no building permit, Jenniges said he would inquire with Hegg what he does.

Larson stated that Home Park Addition has had plenty of issues in the past. People out there believe they live in the country and can do whatever.

Jirsa stated he believes there is a better location on the site than where is currently located.

Motion by Osterloo, seconded by Sonne to recommend approval of the variance. Roll call vote: Genzlinger – nay, Jirsa – nay, Larson – nay, Osterloo – nay, Penney – nay, Schmitz – nay, Sonne – nay. 0 aye, 7 nay; motion failed.

13. Other Business:

None.

14. Public Input:

None.

15. Adjourn

Chairperson Larson adjourned the meeting at 12:23 P.M.

A handwritten signature in black ink, appearing to read "Jay A. Larson". The signature is fluid and cursive, with the first name "Jay" and last name "Larson" being the most prominent parts.

Jay A. Larson
Planning Commission Chairperson

Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
August 14, 2023

1. Call to Order

Chairperson Larson called the August 14, 2023 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

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

Absent: 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 Sonne to approve the proposed agenda. 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.

5. Approval of Previous Minutes: July 24, 2023

Motion by Osterloo, seconded by Schmitz to approve the proposed minutes of the July 24, 2023 Planning Commission meeting. 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.

6. Schedule Next Meeting: August 28, 2023

Motion by Sonne, seconded by Osterloo to set the date for the next Planning Commission meeting for August 28, 2023. 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.

7. Variance Permit: Rodney & Mardi Deinert

Rodney & Mardi Deinert have applied for a variance permit for a side yard corner setback of 8” vs 20’ to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road 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, published in the official newspaper and sign posted. There were four responses in favor that made the packet and six that did not make the packet that were in favor. The applicant was present to answer questions.

Jenniges showed a picture of the damaged garage. The applicant wishes to rebuild using the same concrete. The new garage will not be any closer then the previous one was.

The applicant stated they have lived at the house 20 years and the garage was there when the purchased the property.

Motion by Schmitz, seconded by Jirsa to recommend approval of the variance. 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.

8. Conditional Use Permit: Bradley Bauer

Bradley Bauer has applied for a Conditional Use Permit to operate a Home Occupation-Gun Repair Shop; located at 189 S Harmon Dr, legally described as Lot 95, Indianhead Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

Jenniges explained notices were sent out to the neighbors, published in the official newspaper and sign posted. There were three responses in favor that made the packet and two that were in favor that did not make the packet. The applicant was present to answer questions.

The applicant stated this would be mainly an online business with not many customers coming to his place. He plans to purchase old guns online and then restore them and sell them. He does not anticipate having a lot of inventory at his place for the business. He is also in the process of getting his FFL.

Motion by Jirsa, seconded by Schmitz to recommend approval of the conditional use. 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.

9. Rezone: Randy Wittstruck-1201 S Rowley St

Randy Wittstruck is requesting the following property legally described as; Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (1201 S Rowley St).

Jenniges explained notices were sent out to the neighbors, published in the official newspaper and sign posted. There was one response opposed that made the packet and one in favor that did not make the packet and one opposed that did not make the packet that had comments on it and was handed out at the meeting. The applicant was present to answer questions.

Jenniges explained the applicant came in to acquire a building permit for the existing building. At this time, the building is a legal-non conforming use and can not have an addition built onto it. This building was a tire business in the past and has been a storage building for quite some time. The applicant would like to use the building for a motorcycle museum, which falls under an indoor recreation facility. A conditional use permit is only allowed for existing buildings within R3, so an addition would not be allowed. Also, non-conforming uses can only get building permits for permitted uses. HB allows indoor recreational facilities as a permitted use. If the zoning is changed, any building permits or changes of use will be brought in front of Planning Commission for approval.

The applicant stated he has over 400 motorcycles in the building and uses it for storage. He would like to open up a free museum for people to come look at all his bikes. He has cleaned up the property and poured some concrete already. He would like to build onto the south side so he has more room for motorcycles.

Schmitz questioned the set-up of the museum, staffing/parking/etc. The applicant said there would be no staff and there could be 10 to 11 parking spaces in front of the building.

Ann Crothers questioned the effect of her property taxes and property value if this got rezoned. She was informed the city does not control this and she would have to talk to the county. She also had questions about traffic in the area in which the applicant said there could be a little more traffic then now.

Jirsa questioned the age of the building, which the applicant stated was built in 1925.

Schmitz asked Hegg if there would be any code issues? Hegg stated that there could be a two hour firewall needed on the south side of the proposed addition. A life safety code review by an architect could be required depending on the size of addition and that is required and governed by the South Dakota Board of Professionals.

Larson stated he does not support spot zoning and in the past this board has been opposed to it as well.

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

10. Plat: Lots 8A and 8B, Block 6 of Woodland Heights First Addition, a subdivision of Lot 3, Crane's Addition in the SE 1/4 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

Jenniges explained a duplex is being built on this lot, so they are subdividing it for the sale of the two halves. The applicant was not present to answer questions.

Motion by Sonne, 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.

11. Other Business:

Jenniges discussed the South Dakota Planners Association meeting being held in Mitchell in October. He will send out the proposed agenda again for any other board members to request to attend.

12. Public Input:

None.

13. Adjourn

Chairperson Larson adjourned the meeting at 12:26 P.M.

Jay A. Larson
Planning Commission Chairperson

1. **Call To Order**
2. **Approval of the Agenda**
3. **Approve Minutes From Previous Meeting**
4. **Election of Officers**
5. **Palace Transit Mileage Fee**
6. **SD DOT Section 5311 Grant Amendment**
7. **Bus Advertising**
8. **Palace Transit Coordination Plan**
9. **Palace Transit Procurement Policy**
10. **Nutrition Desk Audit**
11. **JVCC Rental Agreement**
12. **Community Service Surplus Items**
13. **Citizens Input**
14. **Department Reports & Updates**
 - A. **Palace Transit**

B. Adult Nutrition

C. Mitchell Volunteer Program

D. James Valley Community Center

15. Schedule Next Meeting

16. Adjournment

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.

Community Services Board Minutes
City Council Chambers, City Hall, 612 N. Main Street
April 13, 2023

1. Call to Order

No quorum

2. Roll Call

Members Present: Jordan Unterbrunner, Wendy Linke, Whitney Kroupa, and Al Jacklin

Members Absent: Jan Quenzer, Tonya Klingaman, and Jay Larson

Ex-Officio Member Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of the Agenda

No Quorum

4. Approve Minutes From Previous Meeting

No Quorum

5. Introductions

Introductions were done by the members present, and went over members that were not present.

6. Election of Officers

No Quorum - Add to next meeting agenda

7. Palace Transit Asset Inspection Report

The Palace Transit Asset Inspection was completed by the State DOT with few minor issues, which have all been resolved. The inspection review has been closed.

8. Palace Transit Vehicle Update

Transit is struggling with having enough buses for the drivers. We have not received the three buses that were ordered three years ago and the current buses have many issues. Both transit mini vans are broken down and would cost more to fix than what they are worth. Since both vans are no longer drivable, we had to eliminate the van driver position. Transit has had to deny rides do to having not enough buses.

9. Palace Transit Capital Grant

The members were given a copy of the 2024 Palace Transit Capital Grant, which was approved by the City of Mitchell City Council on March 6th, 2023. The grant request 2 more buses, 2 mini vans, office computers, garage cameras, bus outside cameras, tablets, cradle points, and lock boxes.

10. Palace Transit Operating Funds

Palace Transit was awarded \$2,200.70 in additional operating funds with no local match. The funds will be used to cover operational expenses for Palace Transit for the current fiscal year.

11. Palace Transit Operating Hours

Palace transit is planning on operating on Sundays from 7:00am-2:00pm starting June 4th, as long as we have driver availability. A notice will be posted when it is finalized.

12. Nutrition Desk Audit

The Adult Nutrition Program requires a Desk Audit every three years at our outlining sites. Parkston and Tripp are due this year by May 8th, 2023. The purpose of the Desk Audit is to

ensure that the program specific indicators are being met for the Older American's Act (OAA). Amy will be doing the inspections this month.

13. United Way Applications

United Way applications are due by May 26th for JVCC, Adult Nutrition, and MVP. We will be requesting \$10,000 for JVCC, \$5,000 for Adult Nutrition and \$5,000 for Mitchell Volunteer Programs. Next year we will also submit an application for Palace Transit.

14. Citizens Input

No citizens input

15. Department Reports and Updates

A. Palace Transit

The year-to-date Ridership Reports for January and February were given to the board members. The report breaks down the rides by special emphasis: elderly riders, handicap riders, medical rides, employment, nutrition, social rec, education, shopping, general public, school age, and total rides. Ridership has increased tremendously since last year.

B. Adult Nutrition

Board members were given the January, February , and March Nutrition reports. The meal counts are up to our projections. For the fiscal year we are up 468 meals to our projections. The Dine Card and the Second Meals have increased since the weather has been getting better.

C. Mitchell Volunteer Program

A monthly report was given to the members which shows the placement of the volunteers for the last couple of months.

D. James Valley Community Center

The JVCC Progress Report for February - April was given to the board members. The report shows activities that are going on at the James Valley Community Center. The report also shows fundraisers that are going on at JVCC. The Spring Quilt Auctions is currently going on, and there is a bus trip planned for April 27th. The line dancing group has greatly increased in participants on Monday afternoons.

16. Schedule Next Meeting

The next meeting is scheduled for June 8th, but will not work for staff. The board was asked if June 1st or June 15th would work instead. Amy will send out an email and see what will work best in order to have a quorum.

17. Adjournment

No adjournment was done do to lack of a quorum.

AMENDMENT NUMBER 2
AGREEMENT NUMBER 812102

BACKGROUND:

1. On October 1st, 2022, the State of South Dakota, acting by and through its Department of Transportation, referred to in this Amendment as the "State," and City of Mitchell, South Dakota d/b/a Palace Transit, referred to in this Amendment as the "Sub-Recipient," entered into an Agreement, which agreement referred to in this Amendment as "AGREEMENT," was signed by representatives of each party and assigned agreement number 812102 by the State; and,
2. The parties wish to amend the AGREEMENT to revise the period of performance and revise the federal match rate.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Paragraph 2 of the AGREEMENT, entitled "PERIOD OF PERFORMANCE OF THIS AGREEMENT" is amended to read as follows:
 - A. This Agreement will be effective on October 1st, 2022 and Sub-Recipient will incur all expenditures authorized under this Agreement by September 30, 2023.
 - B. This Agreement will terminate upon completion of all obligations under this Agreement, unless sooner terminated pursuant to the terms of this Agreement.
2. Paragraph 4 of the AGREEMENT, entitled "BASIS FOR SUBAWARD AMOUNT" is amended to read as follows:

Estimated PROJECT costs, as shown in the application budget, are for programming purposes only. The State will pay actual eligible costs to the Sub-Recipient on a reimbursement basis. The Sub-Recipient may request reimbursement for eligible costs in an amount up to, but not greater than the following: a) FTA Section 5311 funds/State Supplemental funds-MAXIMUM limiting amount of Five Hundred Forty-Three Thousand, Five Hundred Sixty-two Dollars and Seven Cents (\$543,562.07), subject to availability of Section 5311 funds/State Supplemental funds; b) Title III-B funds-MAXIMUM limiting amount of Nineteen Thousand, Six Hundred Ninety-Seven Dollars and zero cents (\$19,697.00), subject to availability of Title III-B funds; and c) State Public Transportation funds-MAXIMUM limiting amount of Forty-Seven Thousand, Fifty-nine dollars and zero cents (\$47,059.00), subject to availability of State funds. The local matching funds that the Sub-Recipient will be required to contribute are set forth in the attached **Exhibit B**, which is incorporated into this Agreement. The Sub-Recipient will be responsible for all PROJECT costs that are ineligible for federal funding. Eligible costs for this Agreement will be determined in compliance with U.S. Office of Management & Budget Circular regulations found at 2 CFR Part 200. The Sub-Recipient will provide funds in an amount sufficient, together with the grant, to assure payment of actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to provide the Sub-Recipient's share of the PROJECT costs at or prior to the time these funds are needed to meet the PROJECT costs.

3. The attached **Exhibit B** replaces the **Exhibit B** that was originally attached to the AGREEMENT.
4. Except as specifically modified by this Amendment, all terms and conditions of the AGREEMENT will remain in full force and effect.

The Sub-Recipient has designated its Mayor as the Sub-Recipient's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the Sub-Recipient. A copy of

the Sub-Recipient's Commission or Council's minutes or resolution authorizing the execution of this Agreement by the Mayor as the Sub-Recipient's authorized representative is attached to this Agreement as **Exhibit A**.

This Amendment is binding upon the signatories not as individuals, but solely in their capacities as officials of their respective organizations and acknowledges proper action of the State and the Sub-Recipient to enter into the same.

City of Mitchell, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: Kellie Beck _____

Its: Mayor

Its: Division Director of Finance & Management

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(CITY SEAL)

AGENCY:	City of Mitchell				
d/b/a	Palace Transit				
CONTRACT PERIOD:	FY 2023 - October 1, 2022 - September 30, 2023				
CONTRACT:	812102				
CUSTOMER ID:	10272	UM 1823 (07) P	CFDA 20.509		
FAN Number:	FY23 Admin and Operating-5311	UM IIB (07) N	CFDA 93.044		
		SD 2023 (07) N	STATE FUNDS		
BUDGET NO. :	3				
APPROVED BY:	Terr Ceigle				
DATE:	05/08/2023				
ADMINISTRATIVE BUDGET					
	Project Director's Salary	\$ 50,989.00			
	Fringe Benefits	\$ 23,445.00			
	Supervisor Salary	\$ 66,597.00			
	Fringe Benefits	\$ 41,532.00			
	Admin Assistant Salary	\$ 39,777.00			
	Fringe Benefits	\$ 20,572.00			
	Travel	\$ 5,500.00			
	Office Utilities	\$ 1,510.00			
	Office Supplies/Telephone	\$ 5,000.00			
	Vehicle Insurance	\$ 16,200.00			
	Bus Facility Insurance	\$ 4,200.00			
	Other Contract	\$ 33,155.00			
	Marketing/Ads/Promotion	\$ 100.00			
	Miscellaneous Other (Specify)	\$ 1,000.00			
OPERATING BUDGET					
	Driver Wages	\$ 498,591.00			
	Fringe Benefits	\$ 212,331.00			
	Dispatcher Wages	\$ 62,805.00			
	Fringe Benefits	\$ 26,657.00			
	Mechanic Wages	\$ 52,386.00			
	Fringe Benefits	\$ 40,759.00			
	Facility Utilities	\$ 6,150.00			
	Facility Supplies	\$ 3,500.00			
	Facility Maintenance	\$ 3,550.00			
	Normal Maintenance	\$ 20,000.00			
	Tires	\$ 10,000.00			
	Fuel	\$ 55,000.00			
	Driver Physicals	\$ 750.00			
	Training	\$ 550.00			
	Other(Uniforms)	\$ 800.00			
CAPITAL BUDGET					
	Vehicle PM Budget			11460	
	Facility PM Budget				
TOTAL APPROVED BUDGET		\$ 309,557.00	\$ 993,829.00	11460	
REVENUE					
	Bus Donations/Fares	\$ -	\$ 110,000.00		
	Bus Advertising	\$ -	\$ 41,200.00		
	Medicaid	\$ -	\$ 49,400.00		
	Bus Contracts (Specify)	\$ -			
	Other Local Funds (Specify)	\$ -			
	Budget Line Adjustment	\$ 60,156.38	\$ 159,843.22		
TOTAL REVENUE		\$ 60,156.38	\$ 360,443.22		
NET PROJECT COST		\$ 249,400.62	\$ 633,385.78	11460	
5311 FUNDS					
		\$ 206,553.59	\$ 327,840.48	\$ 9,168.00	
TOTAL LOCAL MATCH					
		\$ 42,847.03	\$ 305,545.30	\$ 2,292.00	
	Title III-B Funds	\$ -	\$ -		
	Local Funds	\$ 42,847.03	\$ 305,545.30	\$ 2,292.00	
	Other Funds	\$ -	\$ -		
PROJECT FUNDING					
	Section 5311	\$ 543,562.07	CFDA 20.509		
	Title III-B	\$ 19,697.00	CFDA 93.044		
	State Funds	\$ 47,059.00	STATE FUNDS		
TOTAL STATE & FEDERAL FUNDING		\$ 610,318.07			

Palace Transit – Coordination Plan Update FY23

1. Goals Completed from FY23.

- Vision
 - o As stated in our vision “People understand how to use Palace Transit products and services and are happy with the variety of transportation options available.” With the recent number of changes regarding the need for same day transportation and lack of taxi service in our community we have been able to ensure that the community is understanding all the changes Palace Transit is making to provide the variety of transportation options to the community.
- Service Hours
 - o Due to the lack of taxi service and the increased need for transportation, Palace Transit needed to expand to meet the growing needs of our community. There was no transportation service available in Mitchell on Sundays and in the evenings. This fiscal year Palace Transit was able to expand the hours of service to operate until 8pm on the weekdays and provide transportation on Sundays.
- Staffing
 - o This continues to be an issue and Palace Transit needs to secure reliable employees who can work our open shifts. We were able to increase the number of part-time employees on staff as well as add two SDRS 30-hour positions, which was approved by the City Council.

2. Any new goals for FY24?

- Personnel = With gaining new staff there are new challenges and new personalities. Throughout the year we will be working with all employees, passengers, and the community to be a positive environment for all to be proud to be a part of.
- Level of Service = Utilize the software to its fullest potential by exploring the reporting and routing features. Research other dispatch software companies and what they offer to see if they fit our agency’s needs.
- Staffing = We would like to continue to reach this goal as this continues to be an issue, especially when employees need time off. Palace Transit needs to secure reliable employees who can work our open shifts. Mitchell’s unemployment rate is currently one of the lowest in the state at 2.0% with the statewide rate at 2.3%. Last year Mitchell’s unemployment rate was 2.8%. Many industries in the area are struggling to find quality employees.

3. Timeframes of these new goals.

- Personnel = This will be an ongoing goal throughout the year. Management will work on creating programs and resources to achieve this goal.
- Level of Service = This will be an ongoing goal throughout the year. The supervisor will continue to work with other transit agencies to find the best way to operate our current software while trying to secure software that will meet our needs.
- Staffing = This will be an ongoing goal throughout the year until all our shifts are covered.

4. Identify any coordination changes with other agencies.

- We continue to coordinate with the Mt. Vernon School District to provide rides to their students. We transport these students to and from a drop off/pick up location for their school bus to meet these students and provide the rest of the students' transportation.
- We are again transporting passengers from the nursing homes, assisted living centers, and local adjustment training center.

5. Explain if your service area changed.

- No change to the service area (still serving Davison County).
- We will continue to coordinate/partner with Peoples Transit (Huron) and River Cities Transit (Pierre) to provide transportation outside of our service area for our customers and to service their passengers as needed.

6. Any other big changes within your agency.

- With our partnership/coordination with the city's parks and recreation program and public library, we continued a service option this past summer by offering a summer bus pass. This pass allowed the public a pass to ride the bus to any park and recreation activity or library during business hours for one flat fee. This year we expanded this program to include rides to all city parks and buildings including around the lake. This was a very successful program with many compliments, and it continues to grow. We will continue to offer the summer pass program in the following summers.

7. What previous FY23 goals did not work and why?

- Level of Service = The transit supervisor has been working with the dispatcher to explore the software and reach out to the developer as questions arise; however, the developer is unwilling to make these changes. The supervisor has also reached out to other transit agencies and is part of the Centralized Dispatch Committee to try to procure new software that will suit our agency's needs.

Procurement Policy



Community Services Department
City of Mitchell, SD

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Introduction

This procurement manual applies specifically to purchases of goods and services for Community Services Department of the City of Mitchell, SD that are funded by Federal and State transit revenues.

Community Services receives funding from the Federal Government and the State, as well as other agencies. Local government contributors include city and county governments. Therefore, Community Services adopts procurement policies and procedures that are consistent with Federal regulations and the laws of South Dakota. These procedures apply to all procurements irrespective of the source of the funds. Specific requirements for procurements funded by the Federal Transit Administration (FTA) may also be identified.

The purpose of these policies is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, and Architectural/Engineering (“A/E”) services necessary for the operation of Community Services. This policy includes guidelines for the solicitation, award, and administration of formally advertised contracts, as well as the consultant selection, negotiation, award, and administration of competitively negotiated and A/E contracts. For more detailed information refer to the reference section of this document for references.

The procurement procedures are designed to:

- 1.) Instill public confidence in the procurement process of Community Services.
- 2.) Ensure fair and equitable treatment for all vendors who seek to deal with Community Services. Ensure maximum open and free competition in the expenditure of public funds. Provide the safeguards to maintain a procurement system of quality and integrity.

The methods by which the foregoing is implemented are described in detail in the remainder of this document.

The procurement process is ongoing throughout the fiscal year. During budget, the needs are identified for all goods that will be procured during the upcoming fiscal year.

Delegations

1. Except as otherwise provided in these procedures, all rights, powers, duties, and authorities relating to the procurement of supplies, services, and construction are vested in the Director of Community Services or a designee.
2. The Mitchell City Council is specifically authorized to delegate approval authority to a designee.
3. The Mitchell City Council is specifically authorized to execute approval authorized at any level.
4. The Director of Community Services is specifically authorized to execute approvals delegated to a designee.

Policies and Procedures

Responsibilities

The Director of Community Services has authority to authorize contract actions. **Whenever the term “Director of Community Services” shall appear in this document, the term shall also include**

authorized designee(s). (The authority of the designees varies significantly depending on the value and type of procurement action.)

The Director of Community Services is responsible for updating these procurement procedures on an as-needed basis.

The Director of Community Services shall be authorized to enter into, administer, and terminate contracts. However, the Director of Community Services may bind City of Mitchell only to the extent of the contracting authority delegated to the Director of Community Services.

The Director of Community Services shall ensure that a clear and accurate specification/scope of work is developed for all procurement.

The Director of Community Services shall not enter into a contract unless all applicable requirements of Federal law, Federal regulations and circulars, South Dakota law, and all other applicable City of Mitchell procedures (including approvals) have been met.

The Director of Community Services shall ensure that contractors receive impartial, fair, and equitable treatment in accordance with the policies specified per State and Federal mandate.

The Director of Community Services or his/her designee shall be the primary City of Mitchell employee to determine that contract prices are fair and reasonable prior to signing the Contract or any changes thereto.

The Director of Community Services shall not make any purchase or enter into any contract for an amount which exceeds his or her specifically delegated contracting authority.

The Director of Community Services and/or his/her designee is responsible for submitting the simplified acquisition procurement bid packet and Independent Cost Analysis to SDDOT Transit staff for review prior to soliciting bids. In addition, the following documentation is required to be submitted to SDDOT Transit staff prior to award for review and approval.

- Completed procurement checklist documenting process up to the award.
- Summary of bids/proposals.
- Signed certifications and clauses.
- Recommendation of award.
- Documentation of responsiveness and responsibility.
- Price reasonableness analysis.
- DBE forms

The Director of Community Services and/or his/her designee is responsible for soliciting bids and proposals; for serving as the chairperson of pre-bid & pre-proposal conferences, qualification hearings and proposal evaluation meetings; for conducting contract negotiation sessions; for managing the non-technical aspects of post-award contract administration including negotiation of modifications, claims, and supplemental agreements.

The Director of Community Services and/or his/her designee is also responsible for such tasks as writing, preparing, and assembling contract documents; obtaining necessary pre-solicitation

approvals; advertising RFP's and IFB's, issuing amendments, obtaining post-bid opening approvals for award, conducting investigations of the proposed contractor's past performance, conducting consultant selection meetings for negotiated contracts and conducting negotiations, monitor the contractor's performance, and managing termination for default or convenience procedures whenever the need arises.

Normally, the Director of Community Services approves or disapproves the technical acceptability and timeliness of the work completed and the invoices submitted by the contractor for payment.

The Director of Community Services shall ensure that sufficient unencumbered funds are available for each contract.

The Director of Community Services is also the person to whom reports of warranted equipment malfunctions, failures, or any problems with the contractor's performance are submitted, pursuant to the specific authority granted by the user department manager. The Executive Director becomes involved when and if the lapse constitutes a serious, i.e., repetitive, or unresolved, breach of contractor's civil or contractual responsibility.

Should the contractor fail to respond in a timely or adequate manner to rectify any problem, the Director of Community Services takes any steps necessary and available to enforce City of Mitchell rights under the contract. This may include withholding payment, imposing liquidated damages, negotiation and recommending a settlement, terminating the contractor for default, or referring the matter for legal action.

Standards of Conduct and Conflict of Interest Policies

There will be uniform and equitable application of the Standards of Conduct of the Community Services Department involving all activities associated with the procurement of goods and services. This section defines responsibility to identify and prevent a real or apparent conflict of interest.

Conflict of Interest

The following groups shall not participate in or attempt to use their official position to influence any purchasing decisions in which they, or persons related to them, have a financial interest:

- (1) The employee, officer, agent, or board member;
- (2) Any member of his/her immediate family;
- (3) His or her partner; or
- (4) An organization that employs, or is about to employ, any of the above.
- (5) Organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable, to render impartial assistance or advice to the City of Mitchell; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;

Members of the groups listed under conflict of interest section shall be subject to the conflict of interest laws of South Dakota. Anyone who violates the standards of the law shall be subject to the penalties, sanctions, or other disciplinary actions provided for therein.

Gratuities, Kickbacks, and Contingent Fees

No member of the groups listed under conflict of interest section shall solicit, demand or accept from any person, contractor, potential contractor, or potential subcontractors, anything of a monetary value, including gifts, gratuities, favors, etc.; except when the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the City of Mitchell, including possible dismissal.

Confidential Information

No member of the groups listed under conflict of interest section shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the City of Mitchell, including possible dismissal.

Organizational Conflict of Interest

Each entity that enters into a contract with the City of Mitchell is required, prior to entering such contract, to inform the City of Mitchell of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities result in an unfair competitive advantage to the contractor or may impact the contractor's objectivity in performing the contract work.

Purchasing Policies

Equal Employment Opportunity/Affirmative Action

All procurement documents issued by Community Services require all interested vendors to certify:

- (1) That the vendor does not discriminate against any employee, or applicant for employment, because of race, religion, sex, age, creed, color, disability or national origin;
- (2) That the vendor is in compliance with all Executive Orders and Federal, State, and local laws regarding fair employment practices and non-discrimination in employment; and
- (3) That the vendor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

Disadvantaged Business Enterprise

The City of Mitchell, Community Services Department has determined that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the opportunity to compete fairly for contracts financed in whole or in part with Federal funds. Accordingly, all Community Services procurements funded with Federal funds may include, as appropriate, the use of DBE participation for the procurement of all classes of goods and services, as set forth in the Community Services Disadvantaged Business Enterprise (DBE) program.

Open Competition Required

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (1) Unreasonable requirements placed on firms in order for them to qualify to do business;
- (2) Unnecessary experience and excessive bonding requirements;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive award to any person or firm on retainer contracts;
- (5) The specification of only a brand name product without listing its salient characteristics and not allowing an equal product to be offered;
- (6) Exclusionary or discriminatory specifications; and
- (7) Any arbitrary action in the procurement process.
- (8) Limited Geographic Preference

Federal Clauses and Certifications

Keep in mind that all procurement methods could require some or all the Federal clauses and certifications. Check the most current Federal clauses and certifications required each time you conduct procurement.

The Federal clauses and certifications are updated every year in October and can be found on the “Existing Grantees” page of the FTA website. National RTAP has a web app ProcurementPRO that uses the project information to determine and list the required Federal clauses and certifications that must be included in the procurement documentation.

Buy America Requirements

FTA required that all rolling stock, facility, or equipment purchased more than \$150,000 of Federal funds must contain a required 70% domestic components minimum by cost and final assembly is in the United States. FTA requires that all iron, steel, and manufactured products used in FTA-funded projects must be made in the United States. It is possible under the law to apply for and receive waivers for this requirement; it is rare that they will be granted.

The City of Mitchell will ensure that all the materials the contractor or bidder uses are in compliance with this requirement by including the Buy America Federal Clause in the specifications to be signed by the bidders. Refer to the South Dakota Department of Transportation (SDDOT) for guidance on procurement for Rolling Stock and Architectural and Engineering Services.

Davis Bacon

Prevailing Wages – Under 49 U.S.C. § 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, and repair projects. Third party contracts for construction, alteration, or repair at any contract tier exceeding \$2,000 must include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction,” 29 C.F.R. part 5.

The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis Bacon Act also requires contractors to pay wages not less than once a week. The recipient must include a copy of the current prevailing wage determination issued by DOL in each contract solicitation and must condition contract award upon the acceptance of that wage determination.

Refer to The Department of Labor (DOL) below web page, for workers and small businesses regarding employment/labor laws, and assistance.

<http://www.dol.gov/elaws>

The DOL Davis Bacon web page, which also offers a guidance and a fact sheet, is available at: <https://www.dol.gov/agencies/whd/government-contracts/construction>

Davis Bacon Job Site Labor poster: <https://www.dol.gov/agencies/whd/posters/dbra>

Disposal of Expended Equipment

Before they can be transferred or disposed of; Vehicles, equipment and facilities which have an initial purchase price that is greater than \$4,999.99 must have approval from South Dakota Department of Transportation-Transit's (SDDOT-Transit) office prior to the disposal. If the item is less than \$4,999.99 it can be disposed of without approval from SDDOT – Transit.

All computers, tablets, and anything with sensitive information per HIPAA guidance should be cleaned of all said data before being disposed of.

Evaluate project

1. Determine the project and review procurement request to determine if the product or service is essential, quantities needed and estimate total cost.
2. Determine the funding source and whether the funds are available or to be raised; and whether the procurement will be informal or formal.
3. Conduct an Independent Cost Estimate (ICE) for the good or service your agency will be buying. Once a realistic estimated budget has been determined, a procurement method can be selected. After the prices, quotes, bids or proposals are received, the ICE can be used for the basis for the cost or price analysis that is required for all procurements.

The independent cost estimate is a tool to assist in determining the reasonableness or unreasonableness of the bid or proposal being evaluated and is required for all procurements regardless of dollar amount. FTA Circular 4220.1F, Ch. VI, Para. 6, advises grantees to "perform a cost or price analysis in connection with every procurement action, including contract modifications . . . the starting point for these cost/price analyses is an independent cost estimate which is made before receiving bids or proposals." The Best Practices Procurement Manual (BPPM), Section 4.6 - Cost and Price Analysis, suggests that the independent estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of items like drawings, specifications and prior procurement data. The word "independent" does not imply that it is performed by someone other than the grantee. This could be the case, however, if the grantee does not have the expertise for a large complex procurement. The independent estimate is especially critical whenever there is no price competition (e.g., for architect-engineer procurements or where only one price proposal is received), or where offerors are submitting price proposals for goods or services that are not exactly comparable (e.g., for procurements of high-technology items or professional services). It is also useful in competitive procurements to alert the agency when all competitors are submitting unreasonably high cost proposals. **(Revised: May 2017)**. It is important for the integrity of the ICE that it be prepared before you receive bids or proposals. To develop an ICE, information such as: current market prices for commercial items; estimates based on previous, similar purchases or projects; informal cost estimates from manufacturers for the type and number of items you are procuring; or prices received by other transit agencies for good or services that are comparable to the project. More information about conducting an ICE can be found on the "Independent Cost Estimate" page on the FTA website or the exhibit A of this document. National

RTAP's ProcurementPRO web app includes an ICE spreadsheet that can be used to organize the data used to develop the ICE.

4. Decide if the procurement will qualify as a micro-purchase, small purchase or large purchase (defined within this document).

Select procurement method

The procurement method option depends on the dollar value of the project. Conduct market research and determine method of procurement. For procurement type, Staff should refer to the policies described herein. Any questions regarding the procurement process should be immediately discussed with the Director of Community Services to ensure that the policies are being followed.

The Director of Community Services is responsible for the administration of the procurement, which includes obtaining the required approval, if necessary, before initiating the procurement process.

Upon completion of the procurement process, a document requesting the vendor to supply the good or service, such as a purchase order and/or contract agreement must be issued by the Director of Community Services prior to the execution of any contract, notice-to-proceed, or initiation of work.

Public Improvement \$100,000 or more and Simplified Acquisition SDCL 5-18A-14

Goods and Services

Definition: Procurement of services, supplies, or other property, with the A/E services or labor and/or materials.

Price Comparison purchases less than \$4,000

Three (3) oral or written prices are suggested to ensure you are purchasing at fair and reasonable price. Conduct a simple price or cost analysis to determine the best value according to internal purchasing thresholds and practices. Document criteria used to determine that your quotes were fair and reasonable. Use FTA Master Agreement or ProcurementPro to select necessary Federal clauses or certifications.

Micro Purchases between \$4,000 and \$24,999

Three (3) written prices on vendor's letterhead or estimate forms are required to ensure you are purchasing at fair and reasonable price. Conduct a simple price or cost analysis to determine the best value. Document criteria used to determine that your quotes were fair and reasonable. Use FTA Master Agreement or ProcurementPro to select necessary Federal clauses or certifications. SDCL 5-18A.11

Simplified Acquisition purchases that exceed \$25,000.00

Preferred procurement methods are either Invitation for Bid (IFB) or Request for Proposal (RFP). Other procurement methods such as Joint and Piggyback procurements are not recommended and shall only be used in extreme cases after consulting with the SDDOT Office of Air, Rail, and Transit. SDCL 5-18D-17.A request for proposal is required if exceeding \$50,000 for Professional services. SDCL 5-18D-18.A

- *Simplified Acquisition:* Purchases that exceed \$25,000
 - *Invitation for Bid or Request for Proposal*

- Contracts or purchases for construction, supplies or services \$25,000 or more must be advertised for bids or proposals. Additionally, procurement actions exceeding \$25,000 applicants must perform a cost analysis. The cost analysis method can be different depending on the type of work, but a good starting point is to make an estimate of what the work may be before receiving bids from contractors. Applicants must also negotiate profit as a separate element when cost analysis' is performed. For these types of projects applicants must also ensure the project is adequately protected through bonding.
- Public improvement contracts of \$100,000 or more must be advertised for bids or proposals. (Public Improvement - the process of building, altering, repairing, improving, or demolishing any public infrastructure facility, including any structure, building, or other improvements of any kind to real property, the cost of which is payable from taxes or other funds under the control of the purchasing agency, and includes any local improvement for which a special assessment is to be levied; (as per the \$50,000 bid limit)) SDCL 5-18A-14

Professional services are required to be procured if over \$50,000. For Architect and Engineering Services there is no threshold, and all services must be procured using the RFP process.

The services of attorneys, physicians, architects, engineers, consultants, auditors, specialized printers, or other individuals or organizations possessing a high degree of professional, unique specialized technical skill or expertise, not adaptable to competitive bidding, or where the service involves a contract for special activities, negotiations for the acquisition of land, trash services, insurance bonds or any other service similar to the above, engaged for a particular project or series of projects.

Architectural Engineering (A/E) Services and Other Services: Procurement of professional consultants for engineering, architectural, land surveying or other support services, such as program management, construction management, feasibility studies, preliminary engineering and design which require performance by a registered or licensed architect or engineer.

A complete discussion of the Federal requirements can be found under 6.5

Architect - Engineer Services found here:

https://www.transit.dot.gov/funding/procurement/bppm-procurement-object-types-special-considerations#BM6_5

Qualifications-Based Procurements for Architectural and Engineering Services (A&E) – FTA's enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the Brooks Act, 40 U.S.C. §§ 1101-1104, to acquire program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services for an FTA-funded project. Refer to the resource section for reference to obtain more information.

Construction Solicitation & Award Process

With architectural and engineering services procurements, recipients must use competitive proposal procedures based on the Brooks Act, which requires selection to be based on qualifications and specifically excludes price as an evaluation factor (provided the price is fair and reasonable).

Qualifications Exclude Price

Basic Requirement

(49 USC 5325 (b), 40 USC 1101-1104 (Brooks Act), 2 CFR 200.320(d)(5))

Qualifications-based competitive proposal procedures require that:

1. An offeror's qualifications be evaluated for contract award
2. Price be executed as an evaluation factor

Serial Price Negotiations

Basic Requirement

(49 USC 5325 (b), 40 USC 1101-1104 (Brooks Act), 2 CFR 200.320(d)(5))

- Negotiations are conducted with only the most qualified offeror
- Failing agreement on price, negotiations with the next most qualified offeror may be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the recipient.
- Show results of the negotiations

The resulting construction contract must include all applicable FTA-required contract clauses and certifications. The resulting construction contract must also comply with US Department of Transportation (USDOT) requirements set forth for the utilization of DBEs. Awards of contracts should be made to a responsible firm providing the lowest responsive bid. It should never be assumed by the agency that either the A&E firm or the construction manager are aware of FTA requirements in connection with the documents. It is normally the responsibility of the procurement manager to ensure required FTA clauses and certifications are contained in the bid documents. Refer to the agency's adopted policy and RTAP Procurement Pro for guidance.

* Note: No purchases may be artificially divided to avoid the levels of purchase rules.

Invitation for Bids (IFB)/Sealed Bids

1. Develop a complete technical specification for the product(s) to be procured without unnecessary qualifications, bonds and experience. Determine the quantity of units to be purchased plus options on additional units to be purchased later. Length of options should be between three and five years, with an inflation clause included. (SDDOT procures vehicles, but if there is a need to procure vehicles other than those procured by SDDOT contact SDDOT for guidance.) (Including option does not pertain to construction projects.)
2. If a brand name product is used in the specifications to describe your needs the clause "brand name or equal" must be included after each reference to a brand name.
3. Prepare ICE Refer to sample in appendix
4. Prepare your bid package, finalize the product specifications, included equals, exception, and clarification forms, official bid forms, addenda process, DBE requirements, proposal package delivery instructions, general conditions, special provisions\conditions, contract drawings, if

applicable and all Federal clauses and certifications. No geographic preferences permitted. Use FTA Master Agreement or ProcurementPro to select necessary Federal clauses or certifications.

- a. Instructions for bid submittal, including the location and time of bid opening
- b. Number of copies to be provided
- c. Time, date, and location of the pre-bid conference
- d. DBE participation for the project – see DBE section.
- e. Instructions for submitting questions or requests for clarifications
- f. Cut-off dates for bid addenda
- g. Basis for contract award, timing for award and project schedule
- h. Bid protest procedures
- i. Requirements for bid security
- j. Retainage
- k. Payment Schedule
- l. Bid Form – This form will contain the bid amount submitted. In most cases the bid form will contain various unit costs for materials contained in the detailed specifications. Using unit pricing can simplify the values of quantities included in any future change orders. The bid form normally requires the bidder to express the total bid in both numerical form and verbal or word form.
- m. Bid Security – Bid security is normally allowed through a bid bond that is expressed in either 5 percent or 10 percent of the total bid amount. A bid bond may not be required (private non-profit and private for-profit subrecipients must comply with FTA Circular 4220.1F which requires a five percent bid bond) but is generally provided at no cost along with the bonding company's agreement to provide a performance bond. The purpose of bid security is to ensure the low, responsive, and responsible bidder will enter into a contract for the amount provided in their bid. Bid security should secure the amount bid for the period identified in the "instructions for bidders" for the period of award (normally 60 to 90 days). Submission of proper bid security is a bid responsiveness requirement. If improper bid security is provided, the bid should be declared non-responsive and would be rejected.
- n. Financial Statements – It is a good practice to request a bidder's most recent financial statements with the bid proposal. This information can assist in determining the financial ability of the bidder to complete the project.
- o. DBE Participation – Refer to the DBE section of this policy.
- p. Non-collusion affidavit – This form is a certification by the bidder that its bid was arrived at independently and it did not collude with any other bidder in arriving at the bid amount.
- q. Acknowledgment of Addenda – This form should contain a numerical listing of all addenda that were issued. Bidders must acknowledge by their signature receipt of each addendum issued. This form ensures the bids submitted reflect all modifications of the bid documents that were made prior to bid opening.
- r. Required FTA Certifications – If the project exceeds \$100,000, the agency must obtain a lobbying certification whereby the contractor certifies that it will disclose any professional lobbyist firms it retains.
- s. If the project exceeds the Federal simplified acquisition threshold (currently set at \$150,000); however, SD's requirement is \$25,000 the agency must obtain a Buy America certification. FTA requires that iron, steel, and manufactured products used in the project have origin in the United States. The certification requires the bidder to either certify that its bid will comply with the Buy America requirement or that it will not comply. Compliance with the Buy America requirement is a condition of bid responsiveness. Buy America certifications cannot be provided by a bidder after the bid opening.

- t. Bid forms checklist –Refer to the Rural Transit Assistance Program (RTAP) Procurement Pro checklist or other sample forms from references listed below to develop a checklist related to procurement. The form will serve as a best practice to help ensure each bidder will be responsive to the requested bid submission requirements.
- u. The general conditions section of the bid documents represents all required contractual provisions for the project. It should be developed in consultation with legal counsel and is normally boilerplate. Certain FTA requirements are normally included in the general conditions, such as progress payment provisions, change order provisions, insurance requirements, termination clauses, dispute resolution provisions, liquidated damages provisions, Davis-Bacon prevailing wage determinations, and all required FTA contract clauses.
- v. The special conditions section normally contains special work-related requirements that the contractor will need to comply with. Special conditions can contain site safety requirements, clean up requirements, risk assessment and management, temporary utility requirements, training requirements, warranty requirements, project communications and general project close out requirements.
- w. The technical specification section contains the detailed project specifications prepared by the A&E firm. The agency should review these specifications to ensure they are not restrictive. If brand names are used, there should be wording that allows for an approved equal to the brand name specified. The specifications should also contain salient characteristics of brand names that are specified. The salient characteristics allow the ability to evaluate any approved equals requests from potential bidders.
- x. The contract drawing section contains the various drawings prepared by the A&E firm. The contract drawings should contain the A&E firm's stamp and the signature of the lead designer.
- y. Holding a pre-bid conference is not an FTA requirement. However, the pre-bid conference is highly recommended. If a pre-bid conference will be held, the time and location of the conference should be included in the invitation for bid notice. If call-in participation is acceptable, the call-in number needs to be included, and the meeting location needs to be able to accept telephone participation.
 - i. The primary purpose of the pre-bid conference is to answer any questions prospective contractors may have, to describe the DBE program and its requirements, and allow for a project site inspection, if applicable.
 - ii. The following project personnel should be in attend a pre-bid conference:
 - iii. Agency's project manager
 - iv. Agency's DBELO
 - v. Representatives from the A&E firm
 - vi. Representatives from the construction management firm (if applicable)
 - vii. A record of attendance list should be kept. A record of any questions or clarifications should be made and placed in the project folder.
 - viii. After completion of the pre-bid conference, it may be determined that questions or clarifications may need to be included in a formal bid addendum. Any clarifications or changes to the specifications or drawings that may materially change the project need to be documented in a formal bid addendum. The bid addendum should be serially numbered and prepared by the A&E firm. The project manager and the construction manager should review the addendum document and provide their approval. Once approved, the addendum must be sent to any bidder of record.

5. Advertise the IFB. Place ads in at least two newspapers, trade magazines, post on agency website (optional), and send announcements letters or email to all potential bidders. The ad should include a description of the project, contact information, deadline date, location of bid opening, and funding source. Retain proof of advertising in procurement folder. Any bids arriving after the stated date and time will be returned to the sender unopened.
 - a. The IFB is usually the same document that is used for advertising the bid. It should contain a brief description of the project, the time and place of bid opening, how to obtain bid documents, and applicable contact information.
 - b. FTA requires agencies to ensure full and open competition is achieved when obtaining bids.
 - c. The first publication must be made at least 10 days prior to the date for the opening of bids or the deadline for submission of proposals. (SDCL 5-18A-14) The invitation for bids shall include a purchase description, all contractual terms, and conditions applicable to the procurement. The invitation for bids for supplies shall include the length of 12 days, not to exceed forty-five days, between the bid opening and the award of the bid. (SDCL 5- 18A-5). Refer to local laws to determine if more restrictive.
 - d. However, the bid period must provide adequate time for bidders to prepare proper bids. The size and realistic complexity of the project should be considered when setting the advertisement period. For non-complex projects, a 30-day bid period is typical.
 - e. It is normally the duty of the A&E firm to distribute bid documents to prospective bidders once the advertisement is published. A deposit can be required before distribution of the bid documents. This deposit is refundable if the documents are returned in fair condition. A listing of firms obtaining the bid documents should be kept. This listing is referred to as the "bidders of record." spacing.
 - f. In addition to the bid document distribution, it is a good practice to allow for a location or locations where prospective bidders can come and review the documents. This should be part of the solicitation process.
6. Proposal Opening presentation. Open bids, read aloud, and record all vital information.
 - a. The opening of bids is held at the time and location specified in the bid documents. Bid opening is a function that is open to the public. This means that the agency must allow anyone to attend and witness the opening of bids. Submitted bids should be marked with a date stamp to signify the time/date of the accepted delivery and not opened.
 - b. The agency should maintain an official clock that is used to determine when the time for submission of bids has expired. Once the time has expired, no additional bids can be accepted, and formal bid opening can begin. All bids should be read aloud by the procurement manager with the name of the bidders, the amount of the bid, and the amount of the bid security (if necessary). An individual designated by the agency should enter this information into a tabulation of bids form, also referred to a bid abstract, and place this information in the project folder. Refer to the Bid Abstract Exhibit B.
 - c. After conclusion of bid opening, it should be announced that bids will be evaluated to determine the low responsive and responsible bidder. If any individual requests to view a bid or bids, it is a local determination to allow such a viewing. If viewing of the bids is allowed, care should be taken to closely observe this function to preserve the actual documents received.
7. Verify all bidders are active on the System for Award Management (SAM) website <https://sam.gov/content/home> and South Dakota Secretary of State website <https://sdsos.gov/> to verify the bidders in good standing with the State of South Dakota. **Documentation of this verification should be retained in the procurement file.**

8. Tabulate bid documents and complete selection process. Review the bid against the specifications to avoid duplicative or unnecessary purchases.
 9. Responsive and responsible check. Responsive - Receipt of 2 or more responsible bidders. If only 1 bidder – survey suppliers to determine cause, document reasons for No-Bids and Prepare Sole Source Justification or evaluate single bid.
 - a. Once received, bids should be reviewed to determine if they are responsive, and the bidders have provided the necessary information.
 - i. **Responsiveness** - This is determined by reviewing the bid for inclusion of all required bid forms. In addition, it should be determined if the submitted bid is conditioned upon situations not allowed for in the bid documents. A conditional bid can be deemed as being non-responsive.
 - ii. **Responsibility** - A responsibility determination is made to ensure the bidder has the technical and financial capability to perform the requested work.
 1. An agency may also choose to look at the contractor's financial statements and past projects completed to assist in determining contractor responsibility. In most cases, a contractor can be determined responsible if it can obtain proper insurance and bonding and is not on the Federal debarred or suspended list. A formal determination of responsiveness and responsibility should be made and retained in the project procurement file.
 - b. It is required to make a determination that the contract price is reasonable before awarding the contract. In situations where there are two or more responsive and responsible bids, a price analysis will be sufficient to determine price reasonableness.
 - i. All responsive and responsible bids should be reviewed to determine if they are within a competitive cost range. Bids that are within a competitive cost range will not have significant price variances from one another.
 - c. The low responsive and responsible bid should also be compared to the pre-bid ICE developed by the A&E firm.
 - i. If the low bid is within an acceptable range of the ICE and all bids are within a competitive range, the low bid can be determined to be reasonable. However, care needs to be taken so that the apparent low bid is not provided with an advantage until after the full criteria have been evaluated.
 10. Conduct pre-award Buy America Review or obtain waiver (if applicable).
 11. A formal price reasonableness analysis containing the above elements should be prepared and retained in the procurement file. As stated, it is not sufficient to simply declare the price of the low bidder as reasonable. In some cases, the low bid could be far below the ICE and out of the competitive range of the other bidders. In such a situation, the bidder may have left something significant out of the bid. In this situation, the agency is advised to hold a post-bid conference with the low bidder and get a determination from the bidder that they are satisfied with their bid. In no event can the low bid be negotiated at this point. If the low bidder does not want to continue with the award, the agency can determine if it wants the bidder to forfeit their bid security.
- It is imperative to document a situation that results in the award to a contractor that was not the low bidder. Such documentation will include the determinations of responsiveness, responsibility, and price reasonableness.
12. Review process for arbitrary action.
 13. Complete award selection and justification and explain why bidder was awarded if the accepted bid was not the lowest.
 14. A written letter of intent to award a contract should be sent to the low responsive and responsible bidder. The letter of intent should direct the contractor to submit the required contracts, Federal

certifications, insurance certificates as well as the performance and payment bonds within a specified number of days. The letter should state that when these submittals are received and approved a formal letter of award will be issued. It is recommended that performance and payment bonds be required in the amount of 100 percent of the construction cost to be awarded.

15. Upon receipt and approval of insurance certificates and bonds, a recommendation of award should be made to the agency's governing body. Confirm schedules for inspections, milestones, delivery etc. Once approval to award is obtained, the agency and contractor should execute the contract documents and the agency should issue a formal letter of award and a notice to proceed. Refer to the FTA Best Practices Procurement & Procurement Manual for contract types.

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

16. Conduct post-award Buy America audit during manufacturing (if applicable)
17. Monitor contractor\vendor's progress and setup delivery and inspection time and location. Upon completion of inspection and acceptance of products, obtain all warranty and service arrangements. Vehicles - Complete post-award audits, if you are receiving multiple deliveries, you must complete multiple post-award audits forms. Construction - steel Buy America certification, punch lists, progress inspections.
18. Finalize the payment/reimbursement vouchers.
19. Review the project file for completeness. The project file should contain all documents and written or electronic correspondence in addition, to copies of payment vouchers etc. If your procurement has multiple delivery shipments (for example rolling stock), all the documents for each delivery must be included in the original project file.

Request for Proposal (RFP)/Competitive Proposals

1. Develop a complete technical specification for the product(s) to be procured without unnecessary qualifications, bonds, and experience describing in detail the professional services the procurement is requesting.
2. Develop evaluation criteria and weights. Include the specific method established and used to conduct the technical evaluation of each proposal. Technical expertise and past performance considerations play a dominant role in source selection and supersede low price criteria.
3. Prepare Independent Cost Estimate. Refer to sample in appendix.
4. Prepare your proposal package, finalize the proposal specifications and method and criteria to be used to evaluate the proposals, include approved vendor exception, and clarification forms, official proposal forms, addenda process, DBE requirements, proposal package delivery instructions, liquidated damages (if applicable), advance or progress payments (if applicable), general conditions, special provisions\conditions, contract drawings, if applicable and all Federal clauses and certifications. No geographic preferences permitted.
5. Formulate the evaluation team, which will review and rank all proposals received in accordance with the proposal specifications. For evaluation guidance refer to FTA Best Practices Procurement and Procurement Manual Any proposals arriving after the stated date and time will be returned to the sender unopened.
6. Advertise the RFP. Place ads in at least two newspapers, trade magazines, post on agency website (optional), and send announcements letters or email to all potential bidders. The ad should include a description of the project, contact information, deadline date, location of bid opening, and funding source. Retain proof of advertising in procurement folder. Any bids arriving after the stated date and time will be returned to the sender unopened.
 - a. The RFP is usually the same document that is used for advertising the request. It should contain a brief description of the project, the time and place of proposal opening, how to obtain bid documents, and applicable contact information.

- b. FTA requires agencies to ensure full and open competition is achieved when obtaining proposals.
 - c. The first publication must be made at least 10 days prior to the date for the opening of proposals or the deadline for submission of proposals. (SDCL 5-18A-14) The request for proposals shall include a purchase description, all contractual terms, and conditions applicable to the procurement. The request for proposal for supplies shall include the length of time, not to exceed forty-five days, between the proposal opening and the award of the request. (SDCL 5- 18A-5). Refer to local laws to determine if more restrictive.
 - d. However, the request period must provide adequate time for proposers to prepare proper proposals. The size and realistic complexity of the project should be considered when setting the advertisement period. For non-complex projects, a 30-day bid period is typical.
 - e. It is normally the duty of the A&E firm to distribute proposal documents to prospective proposers once the advertisement is published. A deposit can be required before distribution of the proposal documents. This deposit is refundable if the documents are returned in fair condition. A listing of firms obtaining the proposal documents should be kept. This listing is referred to as the "proposal of record."
 - f. In addition to the proposal document distribution, it is a good practice to allow for a location or locations where prospective proposals can come and review the documents. This should be part of the solicitation process.
7. Responsive and responsible check. Responsive - Receipt of 2 or more responsible proposers. If only 1 proposer – survey suppliers to determine cause, document reasons for No-Bids and Prepare Sole Source Justification or evaluate single proposal.
- a. Once received, proposals should be reviewed to determine if they are responsive, and the proposers have provided the necessary information.
 - i. **Responsiveness** - This is determined by reviewing the proposals for inclusion of all required proposal forms. In addition, it should be determined if the submitted proposal is conditioned upon situations not allowed for in the proposal documents. A conditional proposal can be deemed as being non-responsive.
 - ii. **Responsibility** - A responsibility determination is made to ensure the proposer has the technical and financial capability to perform the requested work.
 - 1. An agency may also choose to look at the vendor's financial statements and past projects completed to assist in determining vendor responsibility. In most cases, a vendor can be determined responsible if it can obtain proper insurance and bonding and is not on the Federal debarred or suspended list. A formal determination of responsiveness and responsibility should be made and retained in the project procurement file.
 - b. It is required to decide that the contract price is reasonable before awarding the contract. In situations where there are two or more responsive and responsible bids, a price analysis will be sufficient to determine price reasonableness.
 - i. All responsive and responsible proposals should be reviewed to determine if they are within a competitive cost range. Proposals that are within a competitive cost range will not have significant price variances from one another.
 - c. The low responsive and responsible proposal should also be compared to the pre-proposal ICE developed by the A&E firm.
 - i. If the low proposal is within an acceptable range of the ICE and all proposals are within a competitive range, the low proposal can be determined to be reasonable. However, care needs to be taken so that the apparent low proposal is not provided with an advantage until after the full criteria have been evaluated.

8. Evaluation team to evaluate and rank all proposals received using the established method and criteria. All proposals that have a reasonable chance of being selected shall be included in the Competitive range list. Review the proposal against the specifications to avoid duplicative or unnecessary purchases. Refer to FTA Best Practices Procurement and Procurement Manual
9. Complete Cost or Price Analysis
10. Verify all bidders are active on the System for Award Management (SAM) website <https://sam.gov/content/home> and South Dakota Secretary of State website <https://sdsos.gov/> to verify the proposers in good standing with the State of South Dakota. **Documentation of this verification should be retained in the procurement file.**
11. Start the negotiation process with the top ranked proposer. If you hold negotiation session with one offeror, you must negotiate with all the offers in the competitive range. Once the negotiations are complete, all the details, including cost are finalized, and the proposal is selected, then the contract can be completed. Refer to FTA Best Practices and Procurement Manual
12. Conduct pre-award Buy America review or obtain waiver (if applicable)
13. Review process for arbitrary action
14. Award Contract
15. Prepare purchase order or contract documents. Ensure sound and complete agreement which includes required contract clauses.
16. Conduct post-award Buy America Audit during manufacturing (if applicable).
17. Monitor contractor\vendor's progress and setup delivery and inspection time and location. Upon completion of inspection and acceptance of products, obtain all warranty and service arrangements. Vehicles - Complete post-award audits, if you are receiving multiple deliveries, you must complete multiple post-award audits forms. Construction - Steel Buy America certification, punch lists, progress inspections.
18. Finalize the payment/reimbursement vouchers.
19. Review the project file for completeness. The project file should contain all documents and written or electronic correspondence in addition, to copies of payment vouchers etc. If your procurement has multiple delivery shipments (for example rolling stock), all the documents for each delivery must be included in the original project file.
20. Finalize the payment/reimbursement vouchers.
21. Review the project file for completeness. The project file should contain all documents and written or electronic correspondence in addition, to copies of payment vouchers etc... If your procurement has multiple delivery shipments (for example rolling stock), all the documents for each delivery must be included in the original project file.

Sole Source Procurement /Non- Competitive

Definition: Procurement accomplished through solicitation or acceptance of a proposal from only one available source or solicitation of several sources in which competition is determined inadequate.

Price Threshold	Method of Procurement	Required Approval Level
Up to \$100,000	Sole Source	City Council Approval
Greater than \$100,000	Sole Source	City Council Approval

Sole source procurements are accomplished through solicitation or acceptance of a proposal from only one source or after solicitation of several sources, competition is determined inadequate. May be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

1. The item is available only from a single source;
2. The public exigency or emergency (i.e., a threat to public health, welfare, safety, property, or other substantial loss to Community Services, or a situation requiring immediate action by Community Services, as determined by Community Services) for the requirement will not permit a delay resulting from competitive solicitation.
3. After solicitation of several sources, competition is determined inadequate; or
4. The item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA: (1) that such manufacturer or supplier is the only source for such item; and (2) that the price of such item is not higher than the price for such item by like customers.

Sole source procurements must be documented in writing and on file for review upon request explaining in detail, why this contract was issued under the Sole Source procurement method.

Other than Full and Open Competition

Recipients may conduct procurements by noncompetitive methods only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of several sources, competition is determined inadequate. See 2 C.F.R § 200.320, Methods of procurement to be followed, and FTA Circular 4220.1F, Chapter VI, paragraph 3.i. – Other Than Full and Open Competition.

A recipient may use noncompetitive proposals only when the procurement action is inappropriate for small purchases procedures, sealed bids, or competitive proposals, and at least one of the following circumstances is present:

- Adequate Competition – After soliciting several sources, FTA expects the recipient to review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After the recipient determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, the recipient may determine the competition adequate. A cost analysis must be performed in lieu of a price analysis when this situation occurs.
- Sole Source – When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified under one of the bases below.
- Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:
- Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source.
 - Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or

- are patented or copyrighted and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
- Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
-
- Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
- Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.
- Single Bid or Single Proposal – Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
- Adequate Competition – FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.
- Inadequate Competition – FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.
- Unusual and Compelling Urgency – A recipient is permitted to limit the number of sources from which it solicits bids or proposals when the recipient has such an unusual and urgent need for the goods or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay that would result from competitive solicitation for the property or services.
- Authorized by FTA – Recipients are permitted to use noncompetitive proposals under the following circumstances:
 - Consortium, Joint Venture, Team, Partnership – With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project.

Joint Procurement and Piggybacking

In some situations, more than one agency will simultaneously go through this process and produce a solicitation that addresses the needs of all the agencies involved. These are joint procurements, and a great deal of advance planning is needed to do this type of procurement. There are also situations that an agency unintentionally acquires more than needed through a contract. In those cases, if the original contract includes an assignability clause, it is permissible for another agency to take on the contract rights for the additional goods or services after ensuring the price is fair and it can abide by the original contracts rights to the purchase supplies, equipment, or services. This method is not encouraged by FTA or SDDOT.

When circumstances warrant, the City of Mitchell may attempt to fill requirements through a cooperative purchasing agreement (without independent bids or quotations) with the SDDOT, or with other appropriate public agencies.

DEVELOPMENT OF THE BID DOCUMENTS

Refer to either the IFB or RFP policy above.

Brand Name

Recipients are permitted to use brand names in specifications when it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property being acquired. Where brand names are included in the specifications, FTA requires that an “or equal” provision be included as well. In these instances, the specifications must also include the salient characteristics of each named brand that offerors must provide. See FTA Circular 4220.1F, Chapter VI, paragraph 2.a. (3) – Brand Name or Equal.

FTA recognizes that there are situations in which a recipient is locked into a specific named brand product, and, therefore, not able to accept “an equal” substitute. Not all these situations result in a non-competitive procurement. It is conceivable that multiple offerors can provide the same brand name product. Where competition exists, the recipient is permitted to proceed without processing the procurement as a sole source. In instances where the naming of brand products results in a restraint on competition, the recipient must process the procurement as a sole source (non-competitive) procurement action through the proper approving officials within the recipient’s organization prior to release of the solicitation.

DBE

SDDOT aspires construction projects to have DBE participation through Race Neutral measures. This means there is no goal on the project. For the DBE contracted work to be counted towards the transit overall DBE goal the entity must be a SDDOT certified DBE.

Through Race Neutral measures on a contract, entities are required to solicitate DBEs, and each bidder is encouraged to use DBE Contractors; however, no bidder will be required to furnish GFE documentation.

DBE forms links on SDDOT website: https://dot.sd.gov/doing-business/contractors/dbe#listItemLink_1550

- Form DOT-289R/N and that is used by the Prime when they utilize DBEs, and this is at bid letting time. This form will determine at the time of the letting the overall DBE participation. **This form is required to be submitted to SDDOT Transit staff in the procurement packet review prior to award.**
- Form DOT-289B – this is used after the project has been let and it goes into detail on what bid items the DBE is working on and they DBE and Prime both sign. **This form is required to be submitted to SDDOT Transit staff in the procurement packet review prior to award.**
- Form DOT-289 Certification of DBE Payments – and this is used by the Prime to verify what the Prime actually paid the DBE during the project. **This form is required to be submitted to SDDOT Transit staff throughout the project. This information will be used in documenting DBE activity in the semiannual DBE report.**

DBE regulations 49 CFR Part 26

Protest Procedures

According to Circular 4220.1F your agency must have written protest procedures for both the sealed bid and competitive proposals methods and a protester must go through these procedures before he\she can appeal your decision to FTA. Information that should be included in the agency's protest procedures is as follows:

- Difference in procedures for pre-bid, pre-award and post-award protests.
- Specific deadlines (in working days) for filing a protest, filing a request for reconsideration and for your agency's response to a protest.
- Specific content of a protest (name of protester, solicitation\contract number or description, statement of ground for protest)
- Location where protests are to be filed.
- Statement that your agency will respond, in detail, to each substantive issue raised in the protest.
- Identification of the responsible official who has the authority to make the final determination.
- Statement that your agency's determination will be final.
- Statement that FTA will only entertain a protest that alleges your agency failed to follow your protest procedures and that such a protest must be filed in accordance with the FTA's Third-Party Contracting Guidance Circular (4220.1F)
- Allowance for request reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation)

Price Analysis versus Cost Analysis

- Price Analysis is used if it is determined that competition was adequate, and price was within the expected range established by the ICE.
- Cost Analysis is used if it is determined that competition is inadequate, or price is inconsistent with the expected range established by ICE.

Procurement Type	Analysis Type
Small Purchase	Price and/or Cost
IFB	Price and/or Cost
RFP	Price and/or Cost/qualifications
Single Source	Cost
Sole Source	Cost
Contract Modifications	Cost

Contract Administration

Refer to FTA Best Practices Procurement and Procurement Manual for details based on the procurement and contract type.

The below list consists of documentation required to be kept as the procurement file. The procurement files are to be kept three years after the project is closed.

Procurement contract files

Standard Inclusions	Price Comparison	Micro purchase	IFB	RFP	Sole Source
Fair and Reasonable Price Determination	X	X			
Method of Procurement Decision Matrix			X	X	X
Independent Cost Estimate			X	X	X
Clear, Accurate, Complete Specifications			X	X	X
Price Quotations					
Cost\Price Analysis			X	X	X(cost)
Written Selection Procedures (Include in Solicitation)			X	X	
Emails to Potential Vendors, Proof of Publication			X	X	
Bid Opening Sheet/Record of Proposals Submitted			X	X	
Responsiveness Determination			X	X	
Bid/Proposal Rejection Explanation (if any)			X	X	
Responsibility Determination (copy of SAM and SD Sec. State search)			X	X	X
Bid Tabulation/Selection of Lowest Price			X		
Evaluation Rating Sheets and Summary				X	
Sole Source Justification					X
Sound and Complete Agreement (Signed Contract)			X	X	X
Clauses (In Solicitation and Contract)			X	X	X
Written Record of Procurement History			X	X	X
Awarded Supplier's Proposal			X	X	X
Contract Mods (in scope)			X	X	X
Progress Payments			X	X	X
Approval for Advance Payments from FTA		X	X	X	X
Documentation of Board Approval			X	X	X
Notice of Protests and Resolution			X	X	X
Notice of Contract Claims and Resolutions			X	X	X
Piggybacking			X	X	X
Davis-Bacon (Construction)	x>\$2000	x>\$2000	X	X	
Copies of Bonds (Construction)			X	X	X
Buy America (Rolling Stock)			X	X	X
Evidence of Negotiations with Highest Ranked Suppliers and Ranking Based on Technical Capacity Only (A&E)				X	

Documentation of procurement history

The Community Services Department will maintain a list of bidders.

References

Refer to the below sources for sample forms and documents.

- Federal Transit Administration: <http://www.fta.dot.gov>
- Title 49 United States Code Chapter 53: <https://www.law.cornell.edu/uscode/text/49/subtitle-III/chapter-53>
- FTA Circular 4220.1F Third Party Contracting: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
- Procurement System Review: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/guide-procurement-system-reviews>
- FTA Master Agreement: <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021>
- Uniform Guidance (also referred to as the “Super Circular”, found at 2 C.F.R. part 200): <https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
- Best Practices Procurement Manual: <https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>
- Brooks Act: <https://www.law.cornell.edu/uscode/text/40/subtitle-I/chapter-11>
- Frequently Asked Questions (FAQ): <https://www.transit.gov/regulations-and-guidance/civil-rights-ada/frequently-asked-questions>
- FTA Pricing Guide: <https://transit.dot.gov/funding/procurement/third-party-procurement/pricing-guide-fta-grantees>
- South Dakota Codified Laws: http://sdlegislature.gov/statutes/Codified_Laws/
- National RTAP Transit Manager’s Toolkit: <http://nationalrtap.org/>
- National RTAP ProcurementPRO web application: <http://www.nationalrtap.org/Web-Apps/ProcurementPRO>
- Federal Transit Administration Procurement Website: <https://www.transit.dot.gov/funding/procurement/procurement>
- System for Award Management (SAM): <https://sam.gov/content/home>
- SD Secretary of State: <https://sdsos.gov>
- Disadvantaged Business Enterprise Program (DBE) 49 C.F.R. Part 26: <https://www.transportation.gov/osdbu/disadvantaged-business-enterprise/49-cfr-part-26-sample-disadvantaged-business>
- SDDOT Construction guidance on SDDOT Transit webpage
- SDDOT Planning guidance on SDDOT Transit webpage

Procurement Glossary

A&E Services

Projects, which require Architectural or Engineering consultation, are required to use competitive proposal procedures based on the Brooks Act.

Acceptance

Agreement to the terms of an offer. In most jurisdictions “award” by a public agency can constitute acceptance and may create an enforceable contract.

Brooks Act

Federal law that all architecture/engineering services being paid for with Federal funds to be obtained through Request for Proposal.

Buy America Act

Federal legislation that requires all rolling stock, facility, or equipment purchases in excess of \$150,000.00 of Federal funds must contain 70% domestic components minimum by cost and final assembly is in the United States.

Construction

Is any building, remodeling, expansion, or alternations to a facility, included is painting, roofing, or replacing facility equipment, such as water heaters, phone systems etc.

Davis-Bacon Act

Federal law, which needs to be followed for any hired expenses in excess of \$2,000.00 when incurred in any federally funded construction, remodeling, and/or repair work.

Disadvantaged Business Enterprises (DBE)

For-profit small business concerns where socially and economically disadvantaged individuals own at least 51% interests and control management and daily business operations.

Federal Certifications

Specific documents referencing Federal Laws, Acts or Provisions, which parties participating in the procurement must agree to and sign.

Federal Clauses

Federal Laws, Acts and Provisions which must be included in all procurement documents and required of all parties participating in the procurement of goods, services, or products.

FMVSS

Federal legislation entitled Federal Motor Vehicle Safety Standard 49 CFR Part 571.

Grant Funding Agreements

Legal document between grantor and grantee/subrecipients, which defines the type and amount of grant award and all requirements, which the grantee/subrecipients must comply with to qualify for the grant award.

Invitation for Bids (IFB)

Competitive procurement procedure used to procure products or goods based on price and ability to meet the bid specifications. This method is also referred to as a Sealed Bid.

Independent Cost Estimate (ICE)

Determining cost of goods or services by means of obtaining cost of each part comprising the goods or services plus labor, overhead, production cost etc.

Joint Procurement

Procurement method of contracting in which two or more grantees agree from the outset to use a single solicitation document.

Master Agreement

Federal Transportation Administration (FTA) document, which states all the requirements, and regulations, which apply to FTA, grants awards.

Offer

A promise to provide goods or services according to specified terms and conditions in exchange for material compensation.

Piggybacking

The assignment of another recipient's contract rights as a substitute for a stand-alone procurement. Not encouraged by FTA or SDDOT.

Pre-award Audit

Verification and completing Federal certificates before awarding vehicle awards to ensure vehicles meet FTA Rolling Stock requirements.

Price Comparison

Price comparison is a method of procuring goods and services with a total value less than \$4,000. Requires price or cost analysis to determine the best value.

Price Estimate

Determining reasonable price of goods or services by collecting competing offers, catalog prices, internet prices, or local competitor's prices.

Post-Award Audit

Verification and completing Federal certificates after awarding vehicle awards to ensure vehicles meet FTA Rolling Stock requirements.

ProcurementPro

An on-line procurement tool that assists parties in developing procurement packages.

Procurement File

Each procurement project is required to have a permanent file, which contains all the documents and correspondence pertaining to the procurement.

Purchasing Levels

Several different methods of procurement are available based on the total dollar value of the procurement. Splitting large purchases into smaller purchases to avoid the competitive proposal process shall not be permitted per Transit agency policy.

Micro Purchases

A micro purchase is a method of procuring services, goods, or real property with a total value between \$4,000 and \$24,999*. Require three (3) written quotes on vendor's letterhead or bid form. * per South Dakota Codified Law

Real Property

Real property consists of land and any existing buildings and/or structures on the parcel of land.

Request for Proposals (RFP)

A competitive procurement method used when the nature of the procurement does not lend itself to sealed bidding and the recipient expects more than one source is willing and able to submit an offer or proposal. This method is often used when the award is based on pre-determined technical criteria instead of price. This method is also referred to as a Competitive Proposal.

Simplified Acquisition Purchases

A simplified acquisition is a method of procuring services, goods, or real property with a value exceeding \$25,000.00. Requires invitation of bids, request for proposal or sole source.

Sole Justification

If only one bidder is received per IFB or available due to limited local businesses. A letter of explanation must be written explaining the reasons for awarding the bid and placed in the procurement file.

Solicitation

A purchasing entity's request for offers, including a telephone request for price quotations, an invitation for bids, or a request for proposals.

System for Award Management (SAM)

Federal website to check for debarment and suspension from Federal projects.

Useful Life

Standards established for the expected amount of time that a properly maintained piece of equipment or facility could be used before needing to be replaced.

Exhibits

INDEPENDENT COST ESTIMATE FORM Exhibit A

INDEPENDENT COST ESTIMATE

FOR SMALL PURCHASES (EXCEEDING \$10,000) AND LARGE PURCHASES (EXCEEDING \$150,000)

Purchases exceeding \$10,000 must be advertised and procured through competitive bidding.

Purchases exceeding \$20,000 must be approved by the Community Services Department Board.

Complete this form before requesting bids or proposals.

FTB OR RFP NUMBER: _____

AMOUNT OF INDEPENDENT ESTIMATE: \$ _____

GRANT NUMBER: _____

PROJECT TITLE: _____

A. Telephone Budget Estimate

(Name of Company & Estimate) \$

(Name of Company & Estimate) \$

(Name of Company & Estimate) \$

____ B Competitor's Catalogs (Sears, Home Depot, Office Depot, etc. -- Compare catalogs for the **same time frame**. The following 4 criteria must be met. 1. Established Catalog prices exist. 2. The items are commercial in nature. 3. Items are sold in substantial quantities. 4. Items are sold to the general public. (Attach copy of the catalogue pages to this form.)

____ C. Newspaper Advertisements (Current advertisement only -- attach copy of ad to this form.)

____ D. Industrial Catalogues (The National Mechanical Contractor Estimator (NMCE) is an excellent source for pricing mechanical items. Name: attach pages.)

____ E. Established Market Prices (The current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the offeror. If you do not know the names of other commercial buyers and sellers, you may obtain this information from the offeror. Attach information.)

____ F. Comparison to Previous Recent Purchase (Changes in quantity, quality, delivery schedules, and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis. Explain.)

____ G. Comparison to a Valid Independent Estimate (Attach estimator's methodology and data used in developing the estimate and verify the facts and assumptions.)

____ H. Value Analysis (Look at the item and the function it performs in order to determine its worth.

The decision of price reasonableness remains with the contracting officer. Attach explanation.)

____ I. Government Catalogues (Federal Supply Schedules may be used for price comparison even though they may not be able to fulfill the requirement.) (Attach catalogue page.)

____ J. Government Price Index (Use to compare or analyze historical prices to predict current prices.

Search [Http://stats.bls.gov](http://stats.bls.gov) under Data, Series Report. For code numbers for the Series Report, go to <ftp://ftp.bls.gov/pub/time.series/wp/wp.contacts> and call the contact listed. Attach analysis.)

____ K. Prices Established by Law or Regulation (Prices determined through a rate schedule and verified that the prices apply to the situation, e.g., utilities. Attach schedule.)

____ L. Personal knowledge of item procured. (Explain.)

____ M. Other (e.g., Sole Source): (Explain) _____

(Attach copies of catalogue pages, advertisements, purchase order, etc.)

Buyer's Signature _____ Date _____

ABSTRACT OF BIDS Exhibit B

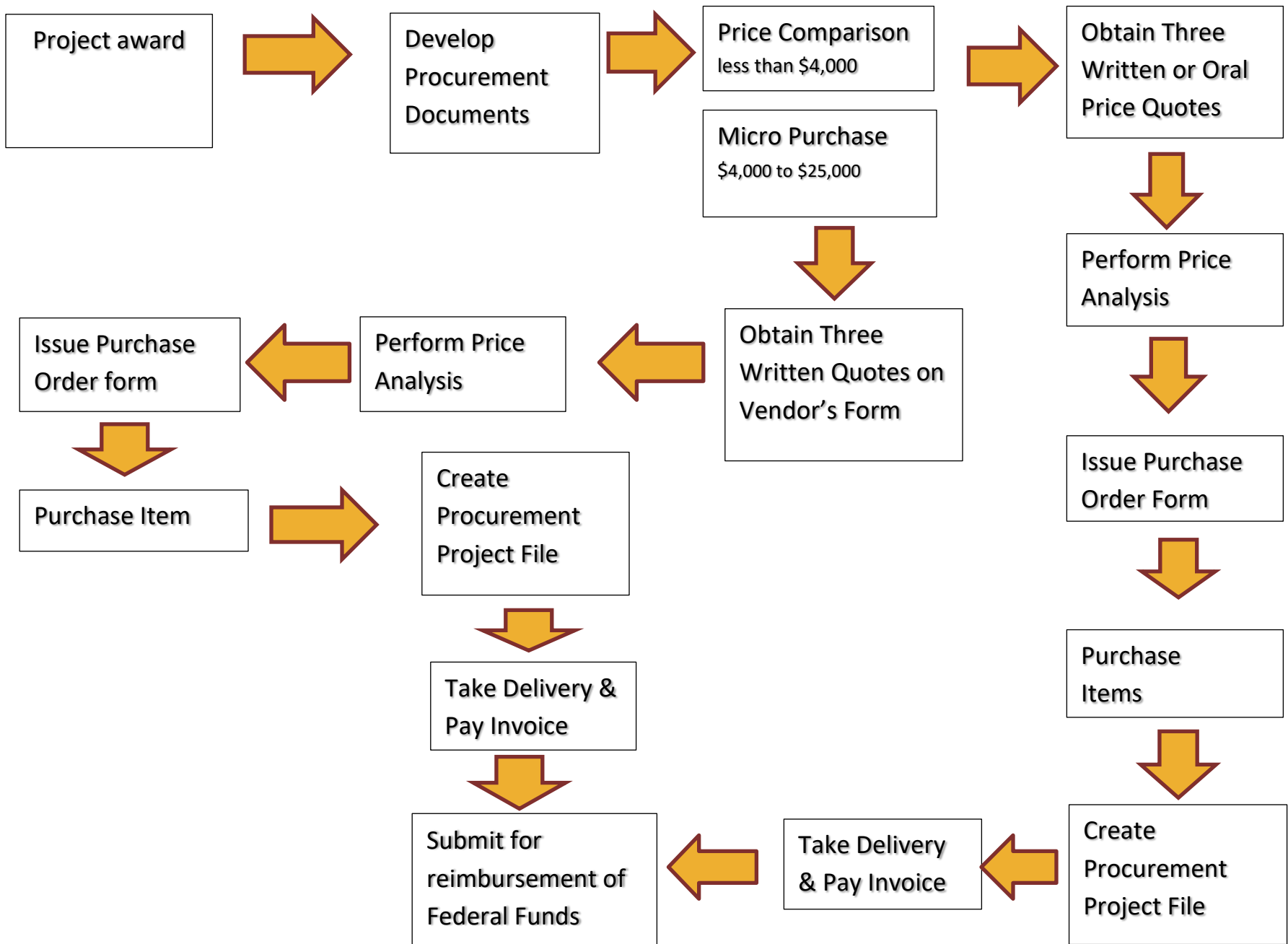
Company Name	
Company Address, City, State & Zip	
Telephone	
Fax	

ABSTRACT OF BIDS

Project Number	Project Name	Location	Architect	Architect Estimate

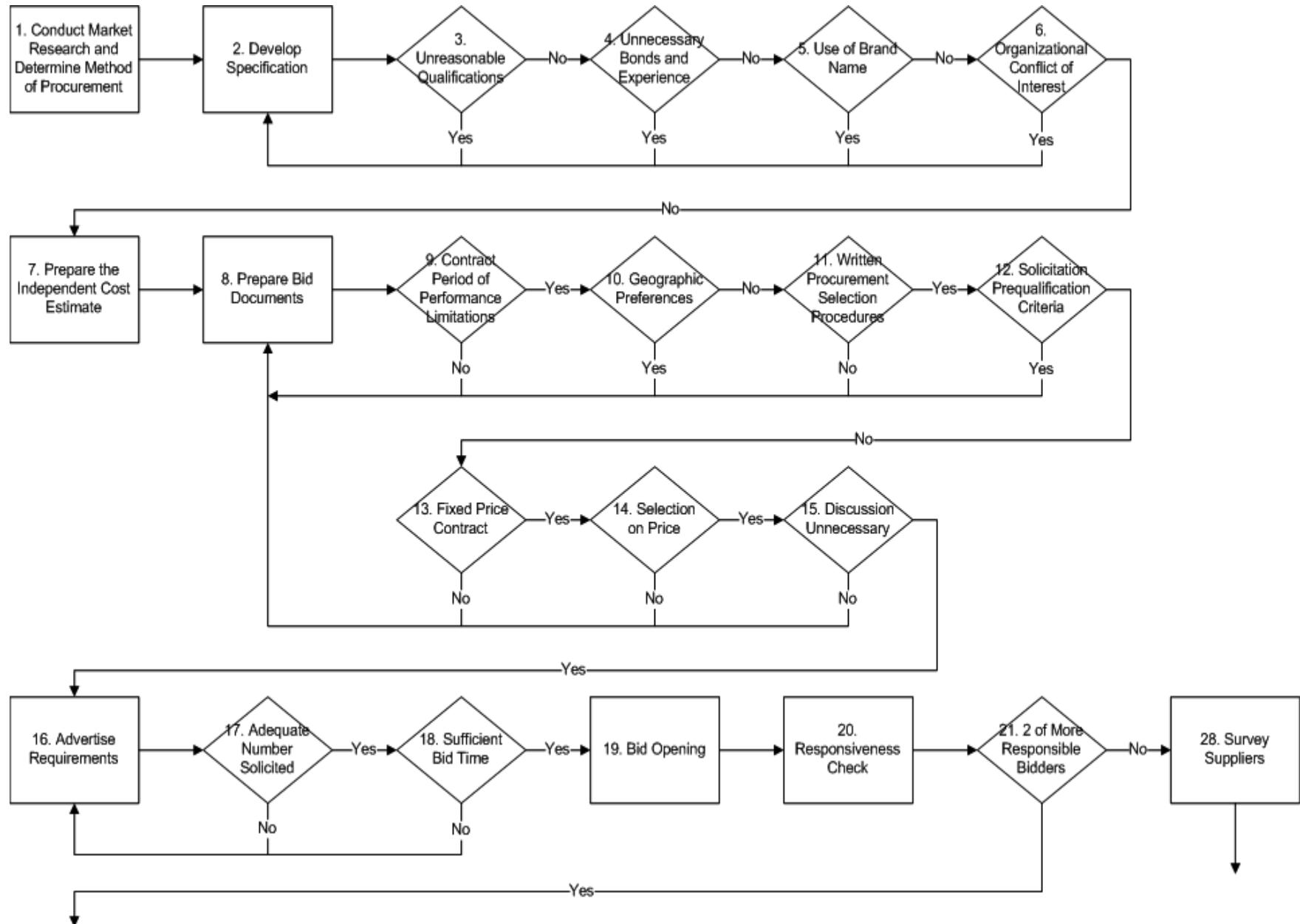
Bid		(Description)	(Description)	(Description)	Total of	Subs	Bidder's	Qualification
Date	Rank	Alternate 1	Alternate 2	Alternate 3	Base Bid +/- Alternates	Listed	Bond Attached	Verified

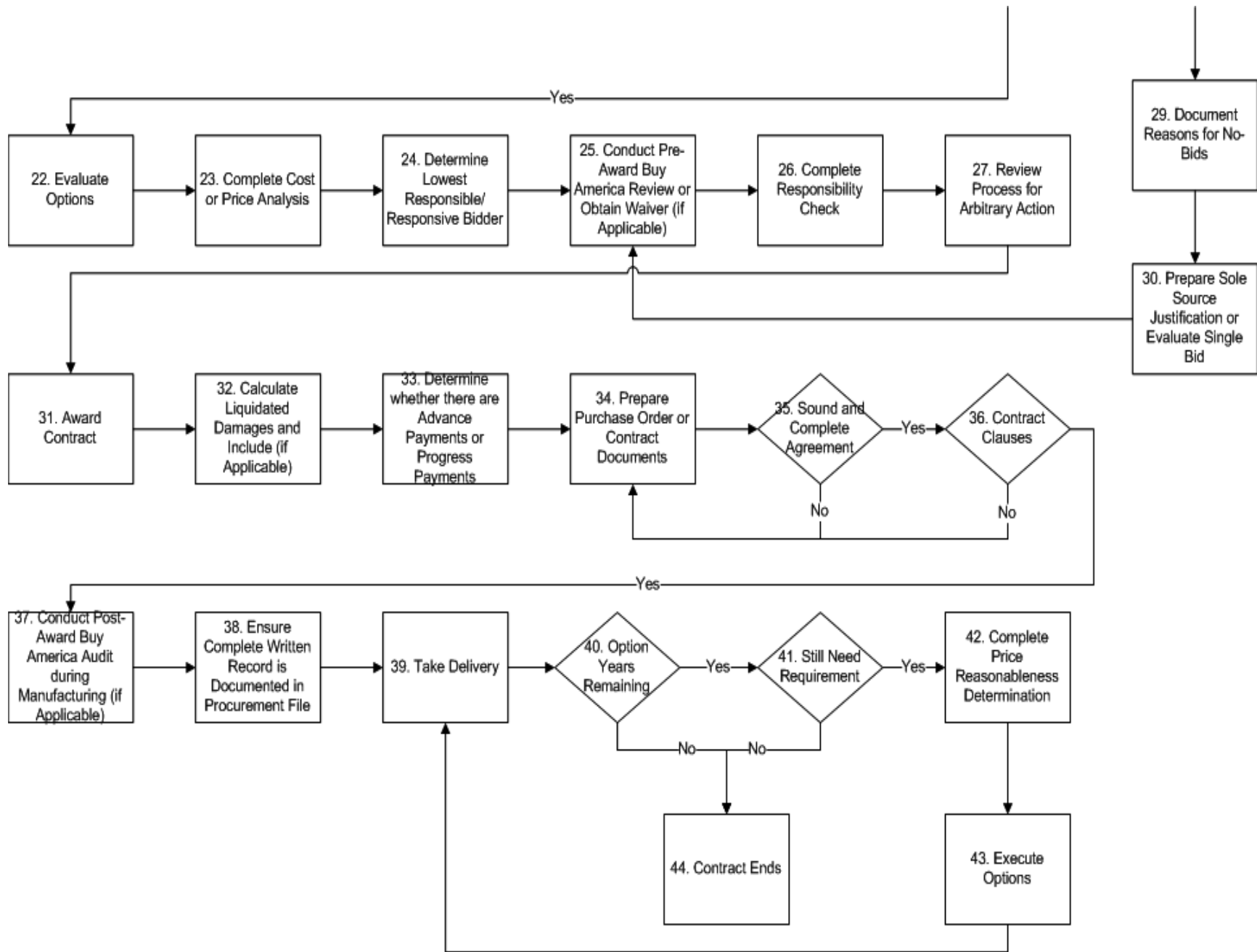
Price Comparison or Micro Purchase Flow Chart



Simplified Acquisition - Invitation for Bid Flow Chart

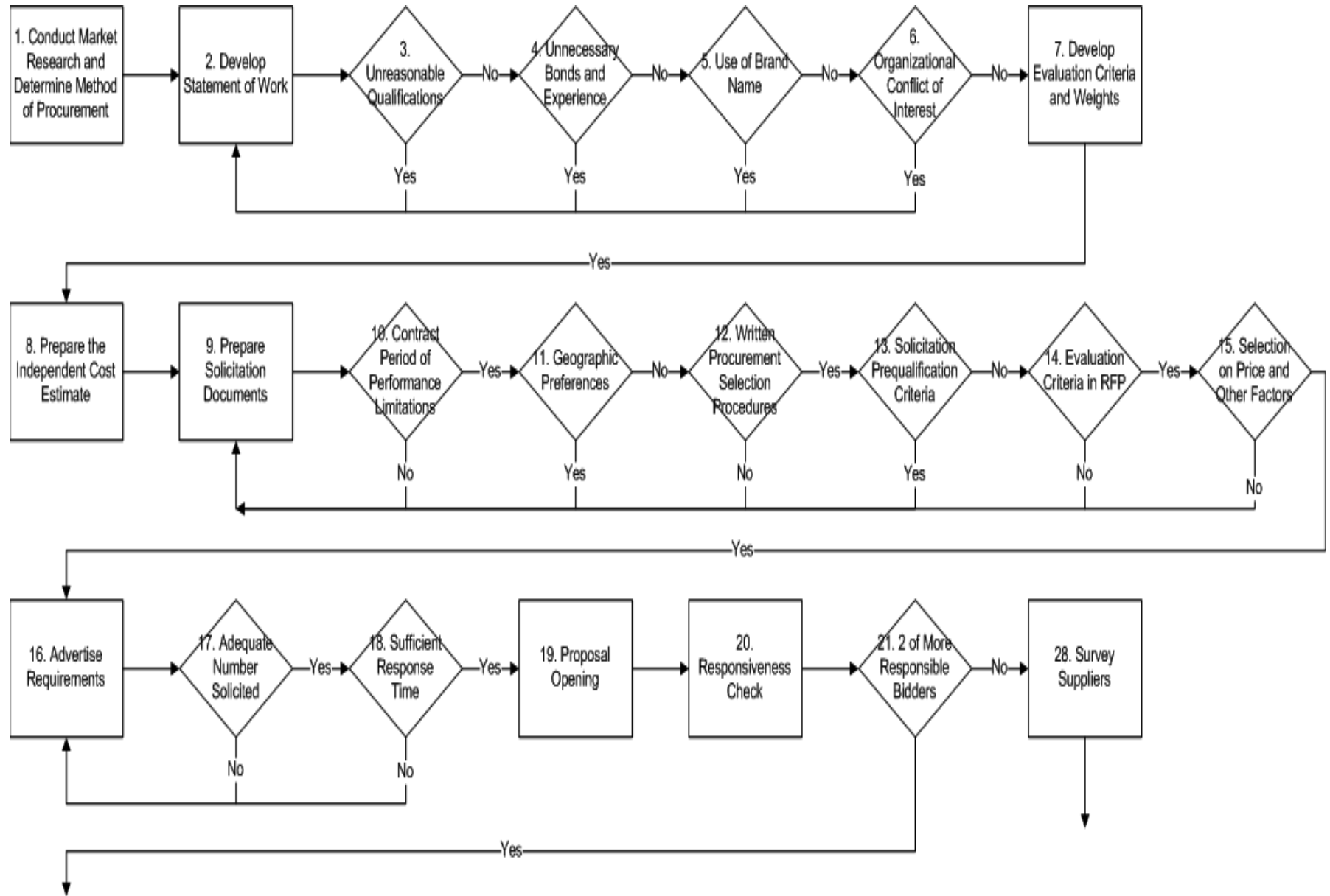
(Source- FTA Procurement System Review FY2019 Workshop)

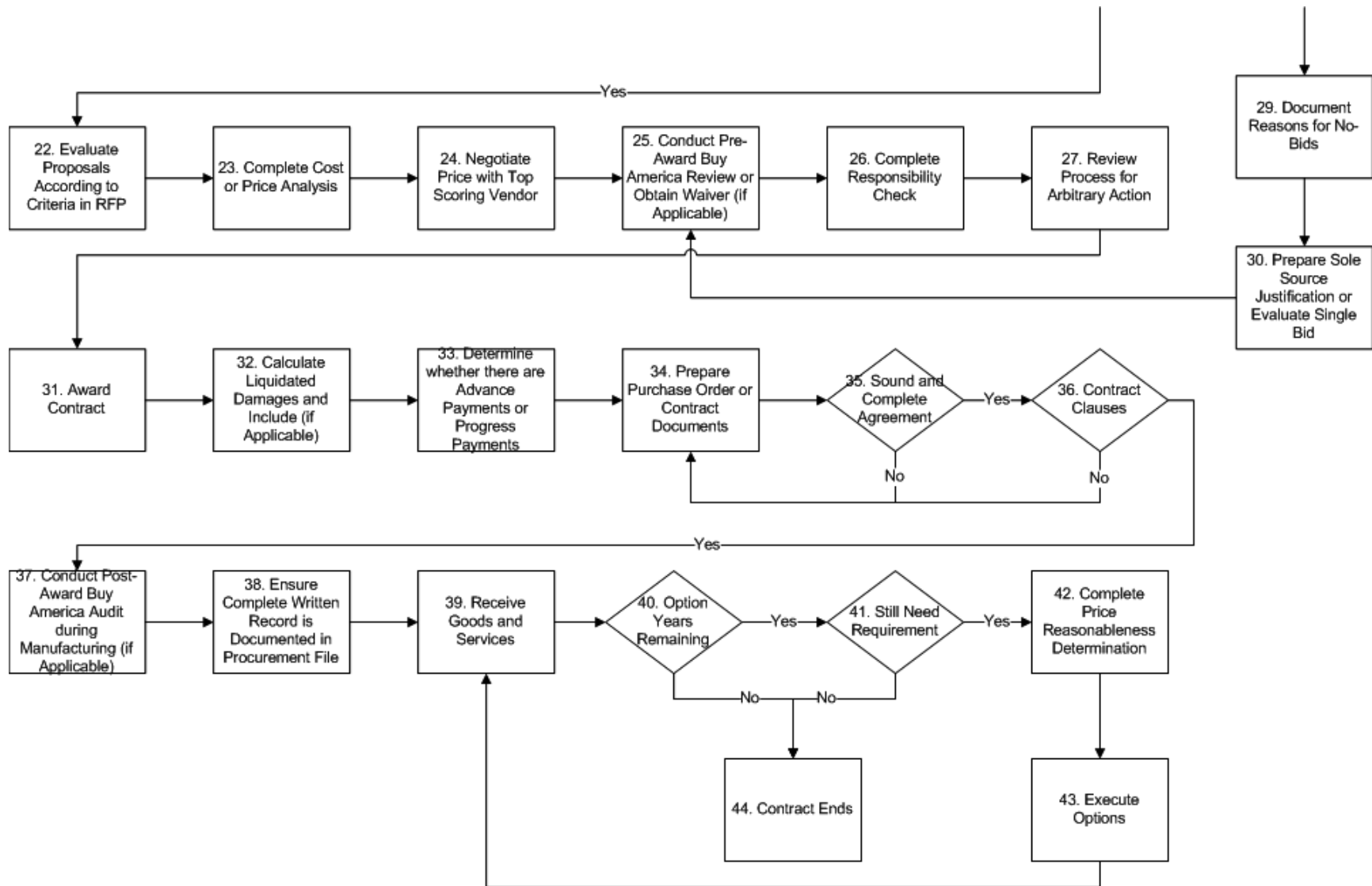




Simplified Acquisition Request for Proposal Flow Chart

(Source- FTA Procurement System Review FY2019 Workshop)





Master Checklist for Procurements Exhibit

Procurement Title: _____

Date: _____

Procurement for: _____

Project Planning and Identification:

- ☐ Determine type of goods and qualities or services needed
- ☐ Securing funds via application process
- ☐ Locally executing a grant
- ☐ Written notice of activity approval to proceed
- ☐ Select the procurement method:
 - ☐ Micro-Purchase
 - ☐ Simplified Acquisition: _____ Invitation for Bid _____ Request for Proposal
- ☐ Develop Due dates and time deadlines

Solicitation Development:

- ☐ If from a State or Local Government Purchasing Schedule, check here All FTA and federal requirements apply when utilizing federal funds. (Utilize the checklists below as guidance in assuring such compliance.)
- ☐ Complete Independent Cost estimate
- ☐ Develop Solicitation and Project Specifications and /or Scope of Work
- ☐ Written Standards of Conduct and Conflicts of Interest
- ☐ Protest and Appeals Process
- ☐ Disadvantage Business Enterprise Requirements (DBE)
- ☐ Assignability Rights
- ☐ Contract Term Limitations (e.g.: 5 years limit for rolling stock contracts)
- ☐ Appropriate supporting documentation
- ☐ Attachment of required federal clauses and certifications including Buy America if applicable
- ☐ Written notice of activity approval to proceed
- ☐ Define Bid/Proposal Submission requirements (how, date, time labeling etc.)
- ☐ Finalize draft copy of Bid/Proposal package
 - Federal clauses and certificates.
 - Instructions on how to obtain Bid/Proposal documents
 - Pre-Bid/Proposal Meeting Information (Optional)
 - Approved Equals/requests for clarifications/Exceptions process
 - Quantities
 - Schedule for procurement
 - Addenda process
 - Protest procedures
 - DBE Requirements
 - Buy America Certifications (If Applicable)
 - Instructions on Preparation of bids/Proposals
 - Definition of Bid/Proposal; Evaluation and Selection Criteria
- ☐ Finalize General Conditions (Definitions, Inspections, Changes, etc.)
- ☐ Finalize Special Provisions (Delivery, Assignability of Options, Service and parts, FMVSS, etc.)
- ☐ Finalize Federal requirements (Recommend ProcurementPro program)
- ☐ Finalize Project Specifications
- ☐ Submit to SDDOT for review and approval. (See the submittal requirements in the policy under Policies and Procedures)
- ☐ SDDOT approval

Solicitation and Bid\Proposal Opening:

- ☐ Prepare and release Advertisement announcing the Bid/Proposal to official news media
- ☐ Develop list of Potential Bidders/Proposers
- ☐ Post Advertisement to Transit Program Website and other electronic media (If applicable)
- ☐ Send written or electronic announcements to all potential bidders/proposers
- ☐ Approved Equals/Request for Clarification process
- ☐ Pre-Bid Meeting
- ☐ Conduct Bid/Proposal opening and recording on stated date, time, and location (If Sole Source, include justification.)
- ☐ Review all Bids/Proposals in accordance with selection criteria
- ☐ Evaluation and selection criteria of all Bids/Proposals for responsiveness
- ☐ Verify all bidders are not on the Excluded Parties List on the System for Award Management <https://sam.gov/content/home>
- ☐ Verify vendors are active and good standing on SD Secretary of State website <https://sdsos.gov>
- ☐ Tabulate Bid/Proposal documents including selection criteria and responsibility determination
- ☐ Complete Price or Cost Analysis
- ☐ Start negotiations if RFP procurement was used
- ☐ Complete review of Brooks Act (If Applicable)
- ☐ Complete award Selection and Justification
- ☐ Complete Davis Bacon and DBE Requirements (If Applicable)
- ☐ Award selection and justification
- ☐ Submit to SDDOT for review and approval. (See the submittal requirements in the policy under Policies and Procedures
- ☐ SDDOT Approval
- ☐ Draft copy of proposed contract (justification if IFB and other then low bid.)
- ☐ Prepare justification letter if selection is other than the lowest bidder
- ☐ Written notice of activity approval given to proceed
- ☐ Notify Selected and Rejected Bidders/Proposers
- ☐ Complete Pre-Award audit

Award and Contract Administration

- ☐ Contract Draft
- ☐ Award Contract (adhering to applicable contract terms limitations)
- ☐ Finalize contract or purchase order with appropriate Federal clauses and certifications
- ☐ Secure Bonds and Insurance as required
- ☐ Develop schedules for deliver, inspections, milestones and anticipated closeout procedures
- ☐ Collect all documentation for written notice of activity approval to proceed
- ☐ Order to Proceed (changes will require approval before project can proceed further)
- ☐ Prepare Sole Source letter (If Applicable)
- ☐ Create project file folder (electronic or paper)
- ☐ Collect all documents, certifications and correspondence and file in project folder until project is closed

Project Progress Reports and Activities

- ☐ Document progress and challenges of the project
- ☐ Document "Change Orders" and associated "Cost or Price Analysis"
- ☐ Document Process Payments if applicable
- ☐ Modify and report to oversight agency the changes to the milestones and anticipated closeout
- ☐ All documentation sent to oversight agency for the written notice of approval
- ☐ Monitor vendor or manufacturer activities, as applicable
- ☐ Schedule inspection/delivery activities
- ☐ Conduct post-delivery inspection (If Applicable)
- ☐ Confirm acceptance, warranty, and service arrangements with vendor

- ☐ Complete vehicle title/registration (If Applicable)
- ☐ Complete post-award audit

Project Closeout and Reimbursement

- ☐ Give notification approximately 30 days in advance of pending project completion
- ☐ Request documentation to advance to final payment\reimbursement process (local and federal)
- ☐ Finalize milestones
- ☐ Begin physical and administrative close out proceedings
- ☐ Review final project procurement history file for completeness such as, all documents, contracts, purchase orders, and correspondence and file in procurement file
- ☐ Request approval to close out project
- ☐ Are all the procurement options exercised or the contract is expired
- ☐ Mark the Project File folder with the corresponding 4-year retention date

Procurement Complete _____ (Reviewer) Date ____/____/____



OFFICE OF THE SECRETARY

Hillsview Plaza, 3800 East Highway 34

c/o 500 East Capitol Avenue

Pierre, South Dakota 57501-5070

Phone: (605) 773-5990 | TTY: (605) 773-6412

FAX: (605) 773-5483

Website: dhs.sd.gov

May 22, 2023

Jessica Pickett
City of Mitchell – Adult Nutrition
300 W 1st Ave
Mitchell, SD 57301

Dear Ms. Pickett,

The department conducted a desk review regarding City of Mitchell – Adult Nutrition Income and Expense Summary for Title III-C Nutrition Program for the period June 1, 2020, through May 31, 2021.

There were no adjustments to reported costs.

Our examination was a cursory review of the fiscal and statistical records used to support the Income and Expense Summary for Title III-C Nutrition Program and should not be considered as an evaluation of the over-all operation or financial condition of the Nutrition program.

Feel free to contact our office if you have questions.

I would like to take this opportunity to express my thanks to you and your staff for the cooperation shown to my staff during this desk review. It is appreciated - Thank You.

Sincerely,

Greg Evans
Audit Manager
Budget and Finance

Non-Discrimination

The Department of Human Services does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, age, gender identity, sexual orientation or disability in admission or access to, or treatment or employment in its programs, activities, or services. For more information about this policy or to file a Discrimination Complaint you may contact: Discrimination Coordinator, Legal Services, 3800 E. Hwy 34, c/o 500 E Capitol Ave., Pierre SD 57501. Phone: 605.773.5990. Email: dhsinfo@state.sd.us.



DEPARTMENT OF HUMAN SERVICES

Division of Long Term Services & Supports
Hillview Plaza, 3800 East Highway 34
C/o 500 East Capitol Avenue
Pierre, SD 57501

PHONE: 605-773-3656 or
1-866-854-5465

FAX: 605-773-4085

WEB: dhs.sd.gov

ACCEPTANCE OF DESK AUDIT

Grantee:	City of Mitchell
Site:	Parkston Overtime
Address:	705 West Redwood Street
Address:	
Date:	June 20, 2023
Assessor:	Amy Hurt

I acknowledge and accept the Grantee's desk audit. Please keep this form for your records.

☒ Yes

☐ No

I do not accept the Grantee's desk audit and will be sending a corrective action plan:

Taylor McLennan

Signature

June 20, 2023

Date



DEPARTMENT OF HUMAN SERVICES

Division of Long Term Services & Supports
Hillsview Plaza, 3800 East Highway 34
C/o 500 East Capitol Avenue
Pierre, SD 57501

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ACCEPTANCE OF DESK AUDIT

Grantee:	City of Mitchell
Site:	Parkston Overtime
Address:	705 West Redwood Street
Address:	
Date:	June 20, 2023
Assessor:	Amy Hurt

I acknowledge and accept the Grantee's desk audit. Please keep this form for your records.

☐ Yes

☒ No

I do not accept the Grantee's desk audit and will be sending a corrective action plan:

The Corrective Action Plan is attached to this email.

Taylor McLennan

June 20, 2023

Signature

Date

**DEPARTMENT OF HUMAN SERVICES**

Division of Long Term Services & Supports
 Hillsview Plaza, 3800 East Highway 34
 C/o 500 East Capitol Avenue
 Pierre, SD 57501

PHONE: 605-773-3656 or

1-866-854-5465

FAX: 605-773-4085

WEB: dhs.sd.gov

Corrective Action Plan

Grantee:	City of Mitchell	
Site:	The Dugout in Tripp	
Date:	6/20/2023	
Due Date:	7/14/2023	
Assessor:	Amy Hurt	
Food Service Codes set by Department of Health Administrative Rules of South Dakota ARSD https://sdlegislature.gov/Rules/Administrative/17361		
Reference Number	Comment and Recommendations	Plan of Correction Date of Completion
<u>Handwashing Lavatories and supplies</u>	https://sdlegislature.gov/Rules/DisplayRule.aspx?Rule=44:02:07:68 https://sdlegislature.gov/Rules/DisplayRule.aspx?Rule=44:02:07:69	Reviewed by Dept. of Health with the Dugout to comply with these regulations and make changes immediately.
<u>44:02:07:57. Sanitizing solution testing devices</u>	A test kit or other device that accurately measures the concentration in mg/L of sanitizing solutions must be provided. Proper use of sanitizing container needs to be purchased to prevent possible cross contamination. Test strips need to be purchased and used to test the sanitizing solution mixture to ensure the appropriate PH levels are being reached.	Reviewed by Dept. of Health with the Dugout to comply with these regulations and make changes immediately.

- Please indicate in Plan of Correction how recommendation will be implemented.

Jessica Pickett
 Project Director Signature

6/27/23
 Date

James Valley Community Center (JVCC)
Facility Rental Application and Agreement
300 W 1st Avenue, Mitchell, SD 57301
(605) 995-8048

This application is submitted by _____ (Renter) in order to rent JVCC facilities on:

Event Date: _____ **Event Time:** _____

The James Valley Community Center is owned and operated by the City of Mitchell. Facility Rental Applications submitted to the City by a Renter will be treated as an offer to enter into an agreement. Each Renter submitting an application must be at least 21 years old. The agreement consists of the following terms:

THE RENTER AGREES TO:

1. Ensure a responsible adult is on site throughout the event.
2. NOT use or permit to be used any staples, tape, nails, or paper clips on any walls, ceilings, doors, or windows.
3. NOT utilize candles or other potential fire hazards.
4. NOT use any other facility rooms not rented on this agreement.
5. NOT use the facility kitchen equipment, computers, bingo machine, popcorn machine, ice machine, pool tables, or dart machines or any optional equipment unless as marked and paid for below.
6. Return tables, chairs, and all other moved items back to the position they were in prior to the event.
7. Move any optional rented equipment back to its designated location.
8. Clean up any spills immediately.
9. Place all trash in the correct outside dumpster after the event and replace all garbage bags used. Do NOT place garbage in the (blue) recycling dumpster.
10. NOT leave or store any food in the facility.
11. Wash off countertops, tables, and chairs and clean glass if fingerprinted.
12. Sweep and mop the floor in all areas used.
13. Clean bathrooms if used.
14. Clean any carpet stains.
15. Vacuum rugs.
16. Shut off all lights.
17. Ensure all outside doors are locked.
18. Preserve and maintain the facility in good condition and not cause or permit damage to be done to the facility.
19. Use the facility solely for the event activities listed in Renter's application.

THE CITY AGREES TO:

1. Have the facility clean prior to Renter's event.
2. Make available tables and chairs for use during the event.
3. Complete any optional services or provide any optional equipment selected below by Renter.
4. Provide cleaning supplies (including broom, mop, bucket, and garbage bags) located in janitor's closet.

GENERAL TERMS:

The JVCC's standard hours of operation are 8:00 am to 5:00 pm Monday through Friday. Rentals may occur during or outside of standard operating hours at the rates outlined below.

Completed applications and payments must be submitted a minimum of two weeks prior to the event. Rentals are approved on a first come/first served basis once the applicable payments are made deposit has been paid. The City will maintain a master schedule showing the availability of rentals.

The City may refuse an application for an event which is fundamentally incompatible with the operations of the JVCC. Incompatibility may be due to consumer protection concerns, an appearance of improper public endorsement of a particular ideology, candidate, or cause, disruption of normal JVCC operations, events which pose an unreasonable risk to the facility, or other similar issues.

A \$100 cancellation fee will be charged to persons who have approved rentals at the JVCC and cancel with less than 72 hours' notice from the event's scheduled start time.

Each Renter is responsible for making arrangements with the JVCC staff to have a tour of the JVCC for orientation of the facility usage. This includes contacts, and explanation of agreement obligations.

Each Renter is responsible for making their own arrangements with caterers. Caterers/Renters must provide their own catering supplies and staff members. Caterers must deliver and remove all items during the scheduled rental time.

The City reserves the right to inspect the facility at any time. Renters found violating any term of this agreement may have their event canceled (prior to or during the event), forfeit the rental amount/security deposit, and/or be prohibited from renting the JVCC in the future. Any unlawful activity will be reported to the public safety department.

A damage deposit of \$200.00 must be paid separately from the rental amount and paid at the same time as the rental fee. The facility will be inspected by City staff following Renter's event. Any costs for damage will be deducted before releasing the deposit, including an additional fee for clean-up not performed by the Renter. If the facility is found to be in unsatisfactory condition, the entire damage deposit will be forfeited by Renter and the City will bill for any additional damages. No money will be released until the final inspection has been completed.

Renter covenants and agrees that they will indemnify and hold the City harmless from all liabilities of any nature arising from renter's use of the facility. Depending on the nature of the event, the City may require Renter to provide proof of liability insurance relating to the event and naming the City as an additional insured.

ALCOHOL AND TOBACCO USE:

Tobacco use is not permitted anywhere within the JVCC. An applicant must select one of three options relating to alcohol use when submitting an application: no alcohol, bring your own, or organization sponsored sales.

If the no alcohol option is chosen, then Renters and guests may not possess or consume alcohol on the premises.

If the bring your own option is chosen, then the Renter may bring their own alcoholic beverages for consumption but are solely responsible for ensuring that no alcohol is sold, consumed, or possessed by any person in a manner that violates federal, state, or local law. In compliance with SDCL 35-1-5.1, the JVCC does not sell or provide soft drinks, mix, or ice in relation to an event nor is there an additional charge for bringing such alcoholic beverages, soft drinks, mix, or ice onto the premises in relation to such event.

If the organization sponsored sales option is chosen, the Renter will need to contact an organization eligible to receive a special event alcohol permit and comply with any requirements or deadlines for the permit to be obtained. Only alcohol sold by the permitted organization is allowed on the premises during the event under this option. The Renter shall be solely responsible for ensuring that no alcohol is sold, consumed, or possessed by any person in a manner that violates federal, state, or local law.

AREA TO BE RENTED (Capacity)	After Hours Rate	Member After Hours Rate	Operating Hours Rate	Members Operating Hours Rate
_____ General Purpose (80)	\$150	\$125	\$125	\$100
_____ North Activity Room (54)	\$75	\$65	\$65	\$55
_____ South Activity Room (54)	\$75	\$65	\$65	\$55
_____ Sunroom (21)	\$50	\$40	\$40	\$30
_____ Deli Area (24)	\$45	\$35	\$35	\$25

*** All Rental rates are based on a 4-6 hour event period and do not include tax. Set-up and tear-down must be completed during this 6-hour rental time period. Renter will also have an allowance of 1 hour total to be used for set-up before or tear-down after an event. If set-up, tear-down, or total event time exceed their allocated amount, Renter will be charged at double the applicable rate.

OPTIONAL ALCOHOL SELECTION

_____ No Alcohol _____ Bring Your Own Alcohol _____ Alcohol Sales

OPTIONAL EQUIPMENT REQUESTED

_____ Coffeemaker (supply your own coffee) \$15.00 \$10.00	_____ Podium \$15.00
_____ Smart Board Projector \$25.00	_____ Screen \$15.00
_____ Tables & Chairs (set up & arranged) \$25.00	_____ TV \$10.00

Rental Fee _____ Optional Equipment _____ **Total Rental Fee** _____

Activity Being Held _____

Check-In Time _____ Closing Time _____

Name of Renter _____ Person Responsible _____

Renter's Telephone _____ Renter's Address _____

Name of Caterer and/or Alcohol Sponsor Organization (if applicable) _____

PLEASE BE AWARE THAT THIS CONTRACT WILL NOT BE APPROVED UNTIL THE DEPOSIT,
SIGNED RENTAL AGREEMENT, AND RENTAL PAYMENT HAVE HAS BEEN RECEIVED.

By signing this document, I acknowledge that I understand and agree with the contents and disclosures of the general rental agreement and facility rental deposit/payment agreement. Failure to abide by these conditions will terminate this reservation.

Renters Signature JVCC Staff

Renters Name (print) Date

OFFICE INFORMATION

Date Deposit Paid _____ Payment Method: Cash or Check # _____

Date Deposit Returned (if applicable) _____

Date Rental Paid _____ Payment Method: Cash, Credit or Check # _____

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2022 through September 30th, 2023
Month: MARCH 2023

	Month End		Year to Date		Difference	
	2022	2023	2022	2023	Month End	Year to Date
Elderly Riders	1,143	1,330	6,407	6,843	187	436
General Public Riders	454	877	2,079	4,174	423	2,095
Handicap Riders	2,108	2,492	10,523	12,329	384	1,806
School - Age Riders	2,816	3,074	14,414	15,445	258	1,031
Unduplicate						
59 & Under	12	39	469	628	27	159
Elderly 60 & Over	20	31	237	309	11	72
Total Rides	6,521	7,773	33,423	38,791	1,252	5,368
Total Miles	15,471	18,049	78,634	87,592	5,704	8,958
MARCH 2023	Education	Employment	Medical	Nutrition	Same Day	Shopping
Trip Type	3,632	1,958	970	89	126	358

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2022 through September 30th, 2023
Month: APRIL 2023

	Month End		Year to Date		Difference		
	2022	2023	2022	2023	Month End	Year to Date	
Elderly Riders	1,084	1,371	7,491	8,214	287	723	
General Public Riders	448	696	2,527	4,870	248	2,343	
Handicap Riders	1,972	2,139	12,495	14,468	167	1,973	
School - Age Riders	2,598	2,554	17,012	17,999	(44)	987	
Unduplicate							
59 & Under	13	15	482	643	2	161	
Elderly 60 & Over	17	17	254	326	0	72	
Total Rides	6,102	6,760	39,525	45,551	658	6,026	
Total Miles	14,316	15,865	92,950	103,457	1,549	10,507	
APRIL 2023	Trip	Education	Employment	Medical	Nutrition	Same Day	Shopping
Type		3,104	1,742	843	79	111	247

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2022 through September 30th, 2023
Month: MAY 2023

	Month End		Year to Date		Difference	
	2022	2023	2022	2023	Month End	Year to Date
Elderly Riders	1,114	1,447	8,605	9,661	333	1,056
General Public Riders	541	786	3,068	5,656	245	2,588
Handicap Riders	1,746	2,068	14,241	16,536	322	2,295
School - Age Riders	3,103	2,818	20,115	20,817	(285)	702
Unduplicate						
59 & Under	34	35	516	678	1	162
Elderly 60 & Over	14	15	268	341	1	73
Total Rides	6,504	7,119	46,029	52,670	615	6,641
Total Miles	13,514	14,882	106,464	118,339	1,368	11,875
MAY 2023	Education	Employment	Medical	Nutrition	Same Day	Shopping
Trip Type	2,854	1,735	965	66	168	285

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2022 through September 30th, 2023
Month: JUNE 2023

	Month End		Year to Date		Difference	
	2022	2023	2022	2023	Month End	Year to Date
Elderly Riders	1,201	1,369	9,806	11,030	168	1,224
General Public Riders	849	1,219	3,917	6,875	370	2,958
Handicap Riders	1,539	1,627	15,780	18,163	88	2,383
School - Age Riders	5,250	3,923	25,365	24,740	(1,327)	(625)
Unduplicate						
59 & Under	55	57	571	735	2	164
Elderly 60 & Over	17	20	285	361	3	76
Total Rides	8,839	8,138	54,868	60,808	(731)	5,940
Total Miles	14,591	15,360	121,055	133,699	769	12,644
JUNE 2023	Education	Employment	Medical	Nutrition	Same Day	Shopping
Trip Type	279	1,579	957	61	110	277

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

June 2022 - May 2023 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	1549	1046	840	70	1549	770	779
Tripp	4823	4489	4800	400	4823	4400	423
Parkston	12932	13281	13200	1100	12932	12100	832
Cathedral Squares	4831	4886	5100	425	5069	4675	156
Meadowlawn	2109	2859	3000	250	2109	2750	-641
Wesley Acres	4043	4964	5100	425	4043	4675	-632
JVCC/Dine Card	10588	10103	12000	1000	10970	11000	-412
Greenridge	2301	2230	2400	200	2632	2200	101
Total	43176	43858	46440	3870	44127	42570	606
*No meals in June or July							
Site	April		Monthly Goal		Difference		
Mt.Vernon	226		70		156		
Tripp	518		400		118		
Parkston	1116		1100		16		
Cathedral Squares	401		425		-24		
Meadowlawn	176		250		-74		
Wesley Acres	326		425		-99		
JVCC/Dine Card	998		1000		-2		
Greenridge	247		200		47		
Total	4008		3870		138		
Eligible & Ineligible	4047						

June 2022 - May 2023 Eligible Nutrition Meals

Site	April		Last Year April		Year To Date		
County Fair Dine Card	232		134		1745		
Coborns Dine Card	112		64		1213		
JVCC Congregate	225		263		2851		
Blizzard Meals	0		0		24		
JVCC 2nd Meals	429		482		4763		
Wesley Acres 2nd	0		23		74		
Cath. Squares 2nd	0		20		152		
Meadowlawn 2nd	20		57		422		
Greenridge 2nd	8		0		61		
Total 2nd Meals	469		640		5439		
Eligible 2nd Meals	457		611		5472		
Ineligible 2nd Meals	12		29		200		
Greenridge Ineligible	0		40		331		
Cath. Squares Ineligible	18		0		238		
JVCC Ineligible	21		40		382		

June 2022 - May 2023 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	1717	1138	840	70	1717	840	877
Tripp	5416	4913	4800	400	5416	4800	616
Parkston	14099	14535	13200	1100	14099	13200	899
Cathedral Squares	5281	5321	5100	425	5531	5100	181
Meadowlawn	2311	3132	3000	250	2311	3000	-689
Wesley Acres	4407	5379	5100	425	4407	5100	-693
JVCC/Dine Card	11811	11011	12000	1000	12206	12000	-189
Greenridge	2528	2464	2400	200	2859	2400	128
Total	47570	47893	46440	3870	48546	46440	1130
*No meals in June or July							
Site	May		Monthly Goal		Difference		
Mt.Vernon	168		70		98		
Tripp	593		400		193		
Parkston	1167		1100		67		
Cathedral Squares	450		425		25		
Meadowlawn	202		250		-48		
Wesley Acres	364		425		-61		
JVCC/Dine Card	1223		1000		223		
Greenridge	227		200		27		
Total	4394		3870		524		
Eligible & Ineligible	4419						

June 2022 - May 2023 Eligible Nutrition Meals

Site	May		Last Year May		Year To Date		
County Fair Dine Card	253		135		1998		
Coborns Dine Card	125		101		1338		
JVCC Congregate	278		348		3129		
Blizzard Meals	0		0		24		
JVCC 2nd Meals	567		324		5330		
Wesley Acres 2nd	0		5		74		
Cath. Squares 2nd	0		0		152		
Meadowlawn 2nd	28		50		450		
Greenridge 2nd	0		0		61		
Total 2nd Meals	595		386		6034		
Eligible 2nd Meals	595		379		6067		
Ineligible 2nd Meals	0		7		200		
Greenridge Ineligible	0		42		331		
Cath. Squares Ineligible	12		18		250		
JVCC Ineligible	13		19		395		

June 2023 - May 2024 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	0	0	1020	85	0	85	-85
Tripp	559	461	5040	420	559	420	139
Parkston	1123	1328	14520	1210	1123	1210	-87
Cathedral Squares	441	446	5340	445	454	445	-4
Meadowlawn	246	255	2340	195	246	195	51
Wesley Acres	346	422	4500	375	346	375	-29
JVCC/Dine Card	885	884	11520	960	921	960	-75
Greenridge	213	212	2520	210	213	210	3
Total	3813	4008	46800	3900	3862	3900	-87
*No meals in June or July							
Site	June		Monthly Goal		Difference		
Mt.Vernon	0		85		-85		
Tripp	559		420		139		
Parkston	1123		1210		-87		
Cathedral Squares	441		445		-4		
Meadowlawn	246		195		51		
Wesley Acres	346		375		-29		
JVCC/Dine Card	885		960		-75		
Greenridge	213		210		3		
Total	3813		3900		-87		
Eligible & Ineligible	3862						

June 2023 - May 2024 Eligible Nutrition Meals

Site	June		Last Year June		Year To Date		
County Fair Dine Ca	175		123		175		
Coborns Dine Card	162		126		162		
JVCC Congregate	215		273		215		
Blizzard Meals	0		0		0		
JVCC 2nd Meals	333		362		333		
Wesley Acres 2nd	10		10		10		
Cath. Squares 2nd	20		0		20		
Meadowlawn 2nd	62		60		62		
Greenridge 2nd	0		0		0		
Total 2nd Meals	450		462		450		
Eligible 2nd Meals	425		432		425		
Ineligible 2nd Meal	25		30		25		
Greenridge Ineligib	0		42		0		
Cath. Squares Inelig	13		21		13		
JVCC Ineligible	36		46		36		

June 2023 - May 2024 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	0	0	1020	85	0	170	-170
Tripp	1018	857	5040	420	1018	840	178
Parkston	2241	2631	14520	1210	2241	2420	-179
Cathedral Squares	836	884	5340	445	862	890	-54
Meadowlawn	427	446	2340	195	427	390	37
Wesley Acres	657	785	4500	375	657	750	-93
JVCC/Dine Card	1722	1825	11520	960	1800	1920	-198
Greenridge	431	424	2520	210	431	420	11
Total	7332	7852	46800	3900	7436	7800	-468
*No meals in June or July							
Site	July		Monthly Goal		Difference		
Mt.Vernon	0		85		-85		
Tripp	459		420		39		
Parkston	1118		1210		-92		
Cathedral Squares	395		445		-50		
Meadowlawn	181		195		-14		
Wesley Acres	311		375		-64		
JVCC/Dine Card	837		960		-123		
Greenridge	218		210		8		
Total	3519		3900		-381		
Eligible & Ineligible	3574						

June 2023 - May 2024 Eligible Nutrition Meals

Site	July		Last Year July		Year To Date		
County Fair Dine Card	201		132		379		
Coborns Dine Card	0		118		162		
JVCC Congregate	211		245		426		
Blizzard Meals	0		0		0		
JVCC 2nd Meals	425		446		758		
Wesley Acres 2nd	0		5		10		
Cath. Squares 2nd	16		10		36		
Meadowlawn 2nd	28		30		90		
Greenridge 2nd	0		9		0		
Total 2nd Meals	493		516		943		
Eligible 2nd Meals	469		500		894		
Ineligible 2nd Meals	24		16		49		
Greenridge Ineligible	0		39		0		
Cath. Squares Ineligible	13		20		26		
JVCC Ineligible	42		32		78		

Mitchell Volunteer Program Monthly Volunteer Report

Month: April – July 2023

1. Volunteers

Total Volunteers– 231

2. Stations:

Total Stations– 69

3. Volunteer Placements

1. RSVP Patrol
2. Abbott House
3. Safehouse
4. Mitchell Main Street & Beyond – Event Prep and 1st Fridays on Main
5. Mitchell Middle School – Back to school packets
6. The Caring Closet Pop-Up Closet
7. Lovefeast
8. JVCC
9. Nutrition
10. Mitchell Library
11. Mitchell Schools (April)
12. Mitchell Chamber - Clerical
13. Meals on Wheels Daily
14. Salvation Army
15. Food Pantry
16. Hospital
17. First Circuit CASA – Mailing
18. Volunteers helping neighbors with home chores & care

Kim Burg, Activities Coordinator - Progress Report – May-June 2023

SPECIAL EVENTS/ACTIVITIES:

Cinco De Mayo – May 3 - The Mitchell High School Spanish Class celebrated Cinco de Mayo with us at JVCC. We learned the background of the holiday, phrases, foods, & sang happy birthday in Spanish. We enjoyed a word search, door prizes & ended with some piñata fun!



8-Ball Pool Tournament – May 10 - We had 16 people participate in our Singles Double Elimination Pool Tournament. Entry was \$5 Members (\$6 Non-Members). We paid 50% plus 1 meal for 1st place & 2nd place received 25%. Ralph Riggert was the winner and Bill Klinkhammer was the Runner-up. Both winners donated their winnings back to JVCC for programs which raised \$80.

Horseshoes & Bean Bags – Wednesday, June 21 @ 10:30 am – Enjoy the first day of summer & get outside! – Enjoy throwing horseshoes or bean bags in JVCC's court. JVCC Members: No Fee; Guests: \$1 Daily Fee – Call ahead for a meal @ 995-8441 if you plan on eating.

4th of July Fun Day - Wednesday, June 28th @ 11:15 am – Celebrate the 4th of July Holiday early at JVCC with patriotic games, music and fun! JVCC Members: No Fee; Guests: \$1 Daily Fee – Call ahead for a meal @ 995-8441 if you plan on eating.

WEDNESDAY WELLNESS:

May 24 – School Bond Issue “Yes For Kids” & Lake Mitchell Initiative Measure

June 7 – Mitchell Area Garden Club

REGULAR ACTIVITIES: Card games (Cribbage, Pinochle and Pitch) Billiards/Pool, Ping Pong, Shuffleboard, Walking, Exercise and Line Dancing!!

FUNDRAISERS:

DANCES – Taking a break from dances during the summer months due to rentals.

QUILTS - Quilters continue to finish one quilt on average per month. Raising on average \$100-\$150 per quilt.

8-Ball Pool Tournament – May 10 – See above in events. Winnings were donated back to JVCC for programs which raised \$80.

Summer Bus Trip To Laura Ingalls Wilder Pageant in DeSmet – Friday, July 14 @ 2 pm – 11 pm; Payment/Reg. due June 30th
\$55 JVCC Members & \$65 Guests; Pageant Tickets Included/Dinner Not Included

COMMUNITY OUTREACH:

Cinco De Mayo – May 3 - The Mitchell High School Spanish Class celebrated Cinco de Mayo with us at JVCC.

DWU Cares - Thank you DWU volunteers for sprucing up the exterior & interior during **Day of Service** May 2nd.

Mitchell Area Garden Club – Thank you Mitchell Area Garden Club for filling our landscape pots outside our entryway.

BINGO - 1st & 3rd Tuesdays @ 1pm and 2nd & 4th Thursdays at 7pm. Attendance is 20-30 people. Created a rule on minimum number of bingo sales, for bingo to be held. This gives guidance to the Cashier/Caller whether bingo is cancelled or not.

MANA – Host Mitchell Area Networking Association Meetings each month

FREE Blood Pressure Checks by Joy Schley, RN with Dakota Physical Therapy Home Care (4th Wednesdays of the month)

MEMBERSHIP: We continue to get new members each month. Beginning in July, memberships will be pro-rated.

Kim Burg, Activities Coordinator - Progress Report – July – Aug. 2023

SPECIAL EVENTS/ACTIVITIES:

4th of July Fun Day - Wednesday, June 28th @ 11:15 am – We celebrated the 4th of July Holiday early at JVCC with patriotic games, music and fun! JVCC Members: No Fee; Guests: \$1 Daily Fee.

JVCC 8-Ball Pool Tournament – Wednesday, Aug. 2 @ 10 am – Singles Double Elimination – \$5 Entry Fee (\$6 non-members); 1st Place: 25% plus 1 meal 2nd Place: 1 meal - Enter day of tournament – Questions call 605-995-8048

Beach Bean Bags – August 14 @ 11:15 am – Have fun with a new twist on bean bags with a beach flavor! Enjoy fun music and prizes! JVCC Members: Free; Guests: \$1 Daily Fee; Call 995-8441 prior to 8 am or the day prior for a meal reservation.

Medicare 101: A Free Educational Event - Wednesday, Aug. 16 & 23 @ 11:15 am at James Valley Community Center, 300 W 1st Ave - Guest: Jose Arreola Jr, CRC Capital Group (Life, Health, Retirement) – *What is Medicare, How & when to enroll, What are the different parts, What your options are for Medicare – Refreshments will be served* - Call 995-8441 prior to 8 am or the day prior for a meal reservation.

Kick Off Corn Palace Festival Week with **Nashville Recording Artist Rusty Rierson** at James Valley Community Center on Monday, August 21st @ 11:15 am – JVCC Members: Free; Guests: \$1 Daily Fee – Buck A Day Drawing will take place at the end of the concert/dance! - Call 995-8441 prior to 8 am for a meal reservation.

WEDNESDAY WELLNESS:

July 12 – “Looking At Your Nutrition” with Ellyn Eddy, Former Family & Consumer Sciences Educator

July 16 & 23 – Medicare 101: A Free Educational Event – Jose Arreola Jr, CRC Capital Group

FUNDRAISERS:

DANCES – Taking a break from dances during the summer months due to rentals – Dances scheduled for Sept – Nov.

QUILTS - Quilters continue to finish one quilt on average per month. Raising on average \$100-\$150 per quilt.

8-Ball Pool Tournament – Aug. 2nd - See above in events.

Rusty Rierson Event – Daily Entrance fees plus will hold a Buck A Day Drawing at end of concert.

COMMUNITY OUTREACH:

City Recreation Dept. – Hosted Summer Rec. Camp Youth who learned table tennis on our equipment.

4-H Presentation – Gave a presentation to the 4-H Teen Leadership Camp in Wessington Springs about Community Development and Marketing.

Greenridge Apartment Presentation – Gave a presentation about JVCC Activities, Nutrition, Transit, & Volunteer Program.

Daycare – Site for temporary daycare as school location gets ready to resume classes.

BINGO - 1st & 3rd Tuesdays @ 1pm and 2nd & 4th Thursdays at 7pm. Attendance is 20-30 people.

MANA – Host Mitchell Area Networking Association Meetings each month

FREE Blood Pressure Checks with Dakota Physical Therapy Home Care (4th Wednesdays of the month)

MEMBERSHIP: We continue to get new members each month. Beginning in July, memberships are pro-rated.



CITY OF MITCHELL																
1ST & 2ND PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2009#	4,630,000	4,453,158.83	(3.00)	278,866.43	354,799.27	393,126.96	254,370.86	394,943.70	168,969.34	549,674.47	361,205.67	401,756.24	433,862.91	338,505.25	523,077.73	
2010^	4,680,000	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	Monthly
				583,303.14	954,324.83	1,484,890.62	2,065,946.08	2,550,727.23	3,106,837.79	3,763,662.46	4,300,082.32	4,953,858.51	5,568,698.39	6,098,030.43	6,775,812.09	YTD
						1,593,252.54			1,709,516.39			740,477.38			0.00	Quarter
2023	5,900,000	4,043,246.31	7.43	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38						Monthly
				540,211.39	1,075,242.00	1,593,252.54	2,180,589.42	2,733,231.96	3,302,768.93	4,043,246.31	4,043,246.31	4,043,246.31	4,043,246.31	4,043,246.31	4,043,246.31	YTD
				-7.39%	12.67%	7.30%	5.55%	7.16%	6.31%	7.43%						YTD %
#	Adjusted for Sales Tax Overpayment to reflect what actual collections were for 2006-2009. Repayment made Jan. 2010 and Feb. 2010 in the amount of \$10,804.90 per penny, per month, but total collection figures shown.															
^	Adjusted for DRR encoding error in March and April. Repayment made June 2010 through December 2010 in the amount of \$13,892.02 per penny, per month.															
+	Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of \$179,411.96 (\$89,705.98 per penny).															

CITY OF MITCHELL																
3RD PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	TOTAL ACTUAL	ACTUAL %													
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2009	621,000	613,011.40	2.63	22,851.48	38,584.53	50,571.81	34,668.15	47,827.37	24,435.56	77,976.98	58,288.47	69,946.25	68,167.22	49,813.37	69,880.21	
2010	621,000	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08	
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78	
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67	
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28	
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57	
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49	
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09	Monthly
				69,159.45	112,529.92	184,256.30	272,294.97	337,917.76	417,492.84	519,326.41	606,210.54	717,828.03	804,267.68	885,360.33	974,002.42	YTD
						199,200.39			210,464.62			103,248.21			0.00	Quarter
2023	845,000	512,913.22	(1.23)	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21						Monthly
				58,654.19	134,215.60	199,200.39	270,127.61	330,176.63	409,665.01	512,913.22	512,913.22	512,913.22	512,913.22	512,913.22	512,913.22	YTD
				-15.19%	19.27%	8.11%	-0.80%	-2.29%	-1.87%	-1.23%						YTD %

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2023

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>GENERAL</u>					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	12,378,970.24	17,826,418.83	(14,810,681.03)	15,394,708.04	3,015,737.80
101-1044 INVESTMENT-FIT	371,081.39	9,702.26	0.00	380,783.65	9,702.26
101-1046 ASSIGNED CASH-CAPITAL IMPROV	4,429,837.00	0.00	0.00	4,429,837.00	0.00
101-10465 DESIGNATED CASH-VETERAN'S PARK	51,050.35	0.00	(5,468.25)	45,582.10	(5,468.25)
101-10471 ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472 ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473 ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474 ASSIGNED CASH-JETTY/BOAT DOCKS	1,000,000.00	0.00	0.00	1,000,000.00	0.00
101-10475 ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-105 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1055 REST CD-2012/13 COMM PROJ DSRF	0.00	0.00	0.00	0.00	0.00
101-1074 RES CASH-2013 COMM PROJ DSRF	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	91,723.52	0.00	(21,651.00)	70,072.52	(21,651.00)
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	889,886.51	571,080.30	(1,225,600.00)	235,366.81	(654,519.70)
TOTAL 101-GENERAL	19,815,050.22	(18,407,201.39)	(16,063,400.28)	22,158,851.33	2,343,801.11
<u>PARK FUND</u>					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	1,542,584.38	4,162,364.54	(2,942,704.02)	2,762,244.90	1,219,660.52
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	12,123.09	0.00	(300.00)	11,823.09	(300.00)
201-1048 DESIGNATED-LIFEQUEST	322,644.00	137,493.00	(262,229.93)	197,907.07	(124,736.93)
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	1,877,861.47	(4,299,857.54)	(3,205,233.95)	2,972,485.06	1,094,623.59
<u>LAKE MITCHELL</u>					
203-104 CASH IN INT BEARING ACCTS	2,216,909.72	492,730.59	(658,581.65)	2,051,058.66	(165,851.06)
TOTAL 203-LAKE MITCHELL	2,216,909.72	(492,730.59)	(658,581.65)	2,051,058.66	(165,851.06)
<u>ENTERTAINMENT TAX</u>					
211-104 CASH IN INT BEARING ACCTS	745,217.60	513,597.47	(579,460.90)	679,354.17	(65,863.43)
211-1041 ASSIGNED CASH-STREETSCAPE	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	855,785.54	(513,597.47)	(579,460.90)	789,922.11	(65,863.43)

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2023

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>BUSINESS IMPROV DIST #3</u>					
213-104 CASH IN INT BEARING ACCTS	<u>105,199.47</u>	<u>19,944.91</u>	(<u>25,998.21</u>)	<u>99,146.17</u>	(<u>6,053.30</u>)
TOTAL 213-BUSINESS IMPROV DIST #3	105,199.47	(19,944.91)	(25,998.21)	99,146.17	(6,053.30)
<u>E-911 EMERGENCY</u>					
214-104 CASH IN INT BEARING ACCTS	<u>760,940.78</u>	<u>767,786.19</u>	(<u>611,662.63</u>)	<u>917,064.34</u>	<u>156,123.56</u>
TOTAL 214-E-911 EMERGENCY	760,940.78	(767,786.19)	(611,662.63)	917,064.34	156,123.56
<u>SPECIAL ASSESS REVOLVING</u>					
216-104 CASH IN INT BEARING ACCTS	<u>176,915.99</u>	<u>0.00</u>	<u>0.00</u>	<u>176,915.99</u>	<u>0.00</u>
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
<u>COMMUNITY SERVICES</u>					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	302,901.29	615,989.07	(859,097.78)	59,792.58	(243,108.71)
218-1045 DESIGNATED CASH-IMPROVEMENTS	<u>890.77</u>	<u>0.00</u>	<u>0.00</u>	<u>890.77</u>	<u>0.00</u>
TOTAL 218-COMMUNITY SERVICES	303,792.06	(615,989.07)	(859,097.78)	60,683.35	(243,108.71)
<u>NUTRITION</u>					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	<u>391,359.33</u>	<u>160,930.40</u>	(<u>214,288.32</u>)	<u>338,001.41</u>	(<u>53,357.92</u>)
TOTAL 219-NUTRITION	391,384.33	(160,930.40)	(214,288.32)	338,026.41	(53,357.92)
<u>LIBRARY FINES FUND</u>					
226-104 CASH IN INT BEARING ACCTS	<u>85,144.68</u>	<u>16,163.29</u>	(<u>12,264.38</u>)	<u>89,043.59</u>	<u>3,898.91</u>
TOTAL 226-LIBRARY FINES FUND	85,144.68	(16,163.29)	(12,264.38)	89,043.59	3,898.91
<u>DEBT SER-TID #5 IVERSON</u>					
302-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 302-DEBT SER-TID #5 IVERSON	0.00	0.00	0.00	0.00	0.00
<u>DEBT SER-TID #7 WSTWD ADD</u>					
303-104 CASH IN INT BEARING ACCTS	<u>132,841.97</u>	<u>207,856.92</u>	(<u>340,698.89</u>)	<u>0.00</u>	(<u>132,841.97</u>)
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	132,841.97	(207,856.92)	(340,698.89)	0.00	(132,841.97)
<u>DEBT SER-TID #8 CONF CTR</u>					
304-104 CASH IN INT BEARING ACCTS	<u>125,850.96</u>	<u>121,055.34</u>	(<u>225,150.30</u>)	<u>21,756.00</u>	(<u>104,094.96</u>)
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	125,850.96	(121,055.34)	(225,150.30)	21,756.00	(104,094.96)
<u>DEBT SERV-TID #9 VANTAGE</u>					
305-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>51,794.83</u>	(<u>36,188.00</u>)	<u>15,606.83</u>	<u>15,606.83</u>
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	(51,794.83)	(36,188.00)	15,606.83	15,606.83

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2023

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>DEBT SERV-TID #10 MADC</u>					
306-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 306-TID #10-MADC BUSIN PARK	0.00	0.00	0.00	0.00	0.00
<u>TID #13 - MTI SOUTH CAMP</u>					
307-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 307-TID #13-MTI SOUTH CAMPUS	0.00	0.00	0.00	0.00	0.00
<u>TID #14 - PEPSI WIS-PAK</u>					
308-104 CASH IN INT BEARING ACCTS	0.00	131,991.59	(28,722.23)	103,269.36	103,269.36
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(131,991.59)	(28,722.23)	103,269.36	103,269.36
<u>TID #15 - PROBUILD</u>					
309-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
<u>TID #16 - INNOVATIVE SYS</u>					
310-104 CASH IN INT BEARING ACCTS	18,169.46	124,289.29	0.00	142,458.75	124,289.29
TOTAL 310-DEBT SERV-TID #16-INNOVAT	18,169.46	(124,289.29)	0.00	142,458.75	124,289.29
<u>TID #17 - WOODS ADDITION</u>					
311-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
<u>TIE #18 - STARLITE ESTAT</u>					
312-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
<u>TID #19 - ANTACH/MHA</u>					
313-104 CASH IN INT BEARING ACCTS	10,349.07	11,796.17	(22,145.24)	0.00	(10,349.07)
TOTAL 313-TID #19 ANTACH/MHA	10,349.07	(11,796.17)	(22,145.24)	0.00	(10,349.07)
<u>TID #20 - MORRIS</u>					
314-104 CASH IN INT BEARING ACCTS	0.00	10,953.60	(10,953.60)	0.00	0.00
TOTAL 314-TID #20-MORRIS	0.00	(10,953.60)	(10,953.60)	0.00	0.00
<u>TID #21 - HOHN ENTERPR.</u>					
315-104 CASH IN INT BEARING ACCTS	0.00	10,718.82	(10,718.82)	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	(10,718.82)	(10,718.82)	0.00	0.00
<u>TID #22 - KUSTOM CYCLES</u>					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2023

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>TID #24 - PERFORMANCE PET</u>					
318-104 CASH IN INT BEARING ACCTS	0.00	35,692.85	0.00	35,692.85	35,692.85
TOTAL 318-TID #24-PERFORMANCE PET	0.00	(35,692.85)	0.00	35,692.85	35,692.85
<u>TID #26 - WESTERN BLDG</u>					
319-104 CASH IN INT BEARING ACCTS	0.00	4,562.09	0.00	4,562.09	4,562.09
TOTAL 319-TID #26-WESTERN BUILDING	0.00	(4,562.09)	0.00	4,562.09	4,562.09
<u>TID #27 - FIALA HOUSING</u>					
320-104 CASH IN INT BEARING ACCTS	0.00	1,871.59	0.00	1,871.59	1,871.59
TOTAL 320-TID#27-FIALA HOUSING	0.00	(1,871.59)	0.00	1,871.59	1,871.59
<u>INDOOR SWIMMING POOL</u>					
350-104 CASH IN INT BEARING ACCTS	486,911.05	94,214.00	(131,272.97)	449,852.08	(37,058.97)
TOTAL 350-INDOOR SWIMMING POOL	486,911.05	(94,214.00)	(131,272.97)	449,852.08	(37,058.97)
<u>INDOOR SWIMMING POOL</u>					
537-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 537-INDOOR SWIMMING POOL	0.00	0.00	0.00	0.00	0.00
<u>KUSTOM CYCLES-TID #22</u>					
539-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 539-KUSTOM CYCLES-TID #22	0.00	0.00	0.00	0.00	0.00
<u>WATER</u>					
602-104 CASH IN INT BEARING ACCTS	2,365,078.13	3,367,566.48	(3,254,888.08)	2,477,756.53	112,678.40
602-107 RESTRICTED CASH B-Y WATER	0.00	0.00	0.00	0.00	0.00
602-1072 WATER OPERATING CERT OF DEPOSIT	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	2,365,078.13	(3,367,566.48)	(3,254,888.08)	2,477,756.53	112,678.40
<u>SEWER</u>					
604-104 CASH IN INT BEARING ACCTS	2,799,248.45	5,829,064.66	(6,096,599.94)	2,531,713.17	(267,535.28)
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	2,799,248.45	(5,829,064.66)	(6,096,599.94)	2,531,713.17	(267,535.28)
<u>AIRPORT</u>					
606-104 CASH IN INT BEARING ACCTS	71,481.04	241,420.90	(224,620.93)	88,281.01	16,799.97
TOTAL 606-AIRPORT	71,481.04	(241,420.90)	(224,620.93)	88,281.01	16,799.97
<u>SANITATION</u>					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	4,009,738.33	1,663,711.76	(2,266,876.90)	3,406,573.19	(603,165.14)
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	631,153.71	10,267.00	0.00	641,420.71	10,267.00
612-1047 INVESTMENT FOR MRLF CL/POST-C	805,799.20	12,671.52	0.00	818,470.72	12,671.52
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2023

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
TOTAL 612-SANITATION	5,474,931.24	(1,686,650.28)	(2,266,876.90)	4,894,704.62	(580,226.62)
<u>CORN PALACE</u>					
613-102 ATM CASH CHANGE	10,000.00	0.00	0.00	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	0.00	0.00	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	70,947.73	1,121,218.96	(833,224.21)	358,942.48	287,994.75
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
TOTAL 613-CORN PALACE	87,567.73	(1,121,218.96)	(833,224.21)	375,562.48	287,994.75
<u>GOLF COURSE</u>					
614-104 CASH IN INT BEARING ACCTS	303,057.24	421,008.08	(341,895.93)	382,169.39	79,112.15
TOTAL 614-GOLF COURSE	303,057.24	(421,008.08)	(341,895.93)	382,169.39	79,112.15
<u>CAMPGROUND</u>					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	66,889.97	72,677.32	(32,570.86)	106,996.43	40,106.46
TOTAL 619-CAMPGROUND	66,989.97	(72,677.32)	(32,570.86)	107,096.43	40,106.46
<u>EMERGENCY MEDICAL SERVICE</u>					
621-104 CASH IN INT BEARING ACCTS	267,686.84	1,254,136.67	(1,056,903.17)	464,920.34	197,233.50
621-1045 ASSIGNED CASH-AMBULANCE REPL	224,000.00	0.00	0.00	224,000.00	0.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	491,686.84	(1,254,136.67)	(1,056,903.17)	688,920.34	197,233.50
<u>HEALTH INSURANCE</u>					
652-104 CASH IN INT BEARING ACCTS	5,426,529.57	2,502,625.99	(1,227,158.93)	6,701,996.63	1,275,467.06
TOTAL 652-HEALTH INSURANCE	5,426,529.57	(2,502,625.99)	(1,227,158.93)	6,701,996.63	1,275,467.06
<u>AGENCY FUNDS</u>					
700-104 CASH IN INT BEARING ACCTS	309.26	484,881.79	(485,191.05)	0.00	(309.26)
700-1041 BID DEPOSITS	33,300.00	6,000.00	(4,000.00)	35,300.00	2,000.00
700-10411CORN PALACE GAMES	4,137.00	147,291.40	(151,428.40)	0.00	(4,137.00)
700-1042 REVENUE FOR STATE	13,738.22	98,103.33	(91,723.39)	20,118.16	6,379.94
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	399.62	717.78	0.00	1,117.40	717.78
700-1050 PUBLIC SAFETY-DARE	1,624.28	0.00	(194.20)	1,430.08	(194.20)
TOTAL 700-AGENCY FUNDS	57,135.84	(736,994.30)	(732,537.04)	61,593.10	4,457.26
<u>SPECIAL ASSESSMENT-710</u>					
710-104 CASH IN INT BEARING ACCTS	495,923.42	13,726.43	0.00	509,649.85	13,726.43
TOTAL 710-SPECIAL ASSESSMENT-710	495,923.42	(13,726.43)	0.00	509,649.85	13,726.43
<u>2005 STREET CONST</u>					
720-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 720-2005 STREET CONST	0.00	0.00	0.00	0.00	0.00

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2023

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	<u>437,108.32</u>	<u>5,272.56</u>	<u>(99,069.95)</u>	<u>343,310.93</u>	<u>(93,797.39)</u>
TOTAL 724-STREET CONSTRUCTION	437,108.32	(5,272.56)	(99,069.95)	343,310.93	(93,797.39)
MMS&B LOAN PROGRAM					
750-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 750-MMS&B LOAN PROGRAM	0.00	0.00	0.00	0.00	0.00
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	<u>2,929.71</u>	<u>57,671.10</u>	<u>(64,427.59)</u>	<u>(3,826.78)</u>	<u>(6,756.49)</u>
TOTAL 753-FLEXIBLE SPENDING ACCT	2,929.71	(57,671.10)	(64,427.59)	(3,826.78)	(6,756.49)
GRAND TOTAL	45,442,774.27	(43,411,031.67)	(39,266,611.68)	49,587,194.26	4,144,419.99
	=====	=====	=====	=====	=====

*** END OF REPORT ***

Building perr Permits July, 2022

Sincerely,
John D. Hegg
Building Official

MITCHELL POLICE DEPARTMENT

ACTIVITY REPORT FOR JULY 2023

JULY 2022	JULY 2023	YEAR TO DATE 2023
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CALLS			
Calls for Service (6 Counties)	1075	1121	7,382
Calls for Service (City of Mitchell)	999	1149	6,553
Case Reports Written (City Mitchell)	246	242	1,507
TOTAL CALLS ANSWERED	2320	2512	15,442

TRAFFIC STOPS PERFORMED			
Mitchell Police	139	164	1268
All other counties	551	826	3932
TOTAL TRAFFIC STOPS	690	990	5200

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	12	22	182

TICKETS ISSUED	89	107	828
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WARNING TICKETS ISSUED	121	140	1035
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PARKING TICKETS ISSUED	10	35	291
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Mike Koster
Chief of Police

Mitchell Fire Rescue Monthly reports for 2023

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	187	140	165	130	136	157	210						1125
Amb. Transfers Out of Town	19	10	9	5	6	10	9						68
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	29	20	18	27	16	21	36						167
City fire calls	29	19	17	24	15	19	34						157
County fire calls	0	1	1	3	1	2	2						10
EMS assist calls	90	70	23	42	58	47	45						375
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	5	10	15	11	16	3	3						63
Consultations/Plans	11	27	12	54	27	21	28						180
Public Education	0	1	4	1	3	3	2						14
Fire Investigations	1	0	1	1	0	3	1						7
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	5	3	4	5	12	10	11						
Dept. tours	2	1	0	1	7	7	9						
Public Education	4	2	4	4	5	3	2						

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2022 through September 30th, 2023
Month: JULY 2023

	Month End		Year to Date		Difference	
	2022	2023	2022	2023	Month End	Year to Date
Elderly Riders	1,177	1,329	10,983	12,359	152	1,376
General Public Riders	864	1,211	4,781	8,086	347	3,305
Handicap Riders	1,223	1,423	17,003	19,586	200	2,583
School - Age Riders	3,908	3,089	29,273	27,829	(819)	(1,444)
Unduplicate						
59 & Under	25	39	596	774	14	178
Elderly 60 & Over	17	15	302	376	(2)	74
Total Rides	7,172	7,052	62,040	67,860	(120)	5,820
Total Miles	12,094	14,141	145,793	147,840	2,047	2,047
JULY 2023	Education	Employment	Medical	Nutrition	Same Day	Shopping
Trip Type	66	1,540	975	58	102	299

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

MONTHLY -- B-Y WATER- GALLON AND CHEMICAL USAGE REPORT

MONTH --- July YEAR - 2023

Influent ----- 87.129-- Million Gallon's

Effluent ----- 88.186 -- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage ----- 0 lbs. @ \$1.45 per lb. = \$0.00

Ammonia usage ----- 0 lbs. @ \$2.17 per lb. = \$0.00

Poly -phosphate----- 550 lbs. @ \$2.25 per lb. = \$1,237.50

Total = \$1,237.50

Cost per Unit (750 gallon) = \$0.010

Cost per 1,000 gallons of water = \$0.014

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL CONSUMPTION REPORT MONTH / YEAR—July, 2023----- Jon Vermeulen – Utilities Superintendent

Coagulant Aid- (2187) = 0-Gals. X CONTRACT = \$0.00
Lime = 0# or 0- TON'S X \$192.39/TON = \$0.00
Sodium Chlorite = 0-GAL. X CONTRACT = \$0.00
Fluoride = 0-GAL. X \$1.99/GAL. = \$0.00
Polymer (2386) = 0-GAL. X CONTRACT = \$0.00
Activated Carbon = 0# or 0- TON'S X \$1,936.25/TON = \$0.00
Chlorine = 0# or 0.000- TON'S X \$1.45/LB. = \$0.00
Poly Phosphate = 550# or .275 TON X \$2.25/LB. = \$1237.50
Carbon Dioxide = 0# or 0 - TON'S X \$178.00/TON = \$0.00
Ammonia = 0# or 0.000- TON'S X \$2.17 /LB. = \$0.00
Pristine Contract = 0 -MG of WATER X .255/1000 GALS. RAW WATER = \$0.00

TOTAL = \$1237.50

Raw Water Treated (LAKE) 0 MG-----or 0 MGD-----or----- PEAK DAY 0 MG

Finished Water (EFFLUENT) 88.186 MG-----or 2.845 MGD-----or----- PEAK DAY 3.592 MG

B-Y- Water (INFLUENT) 87.129 MG----- or 2.811 MGD-----or----- PEAK DAY 3.533 MG

B-Y & RAW WATER TREATED – TOTAL= 87.129 MG --- or 2.811 MGD ----or ----- PEAK DAY 3.533 MG

Chemical cost = 1237.50 = \$14.20 per MG or 0.010 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187) = 0 Mg/L -- 0 Gallons / Raw Water
Lime = 0 Mg/L 0 lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite = 0 Mg/L -- 0 Gallons / Raw Water
Fluoride = 0 Mg/L -- 0 Gallons / Raw Water
Polymer (2386) = 0 Mg/L -- 0 Gallons / Raw Water
Activated Carbon = 0 Mg/L -- 0 lbs. / 4 lbs. per Gallon / Raw Water
Chlorine = 0 Mg/L -- 0 lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate = 1.50 Mg/L-- 550 lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide = 0 Mg/L -- 0 lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia = 0 Mg/L -- 0 lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer = 0 Mg/L -- 0

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 8/1/23

Coagulant – (AF-1102) 270 Gallons

Lime 159,104 lbs. or 79.552 Ton's

Fluoride 814 Gallon's

Sodium Chlorite – (PHI-3125) 80 Gallon's

Polymer-(PHI-2386) 0 Gallon's
(AF-84500) 0 Gallon's

Activated Carbon 6,650 lbs. or 3.325 Ton's

Chlorine 795 lbs. or 0.398 Ton

Poly-phosphate 6600 lbs. or 3.3 Ton's

Carbon Dioxide 0 Lbs. or 0 Ton's

Ammonia 510.5 lbs. or 0.255 Ton's

<u>Date</u>	<u>Source</u>	<u>Site</u>	<u>Chlorine PPM</u> 0.5PPM-4.00PPM	<u>Bacteria</u>
7/5/2023	Fire Dept	#2	2.42	Absent
7/5/2023	J Mart Sinclair	#5	2.38	Absent
7/5/2023	Ericson Oil	#7	2.38	Absent
7/5/2023	Arnies	#8	2.63	Absent
7/5/2023	City Hall	#15	2.66	Absent
7/5/2023	Mitchell Middle School	#18	2.54	Absent
7/5/2023	Brady Memorial Home	#19	2.62	Present
7/5/2023	Abbra Shop	#20	2.51	Absent
7/10/2023	Queen Of Peace	#3	2.71	Absent
7/10/2023	East Cubby's Store	#4	2.51	Present
7/10/2023	Dakota Medical Specialis	#6	2.27	Absent
7/10/2023	Wesley Acers	#9	2.12	Absent
7/10/2023	Culvers	#10	2.37	Absent
7/10/2023	Mitchell Tech Inst	#16	2.49	Absent
7/10/2023	Holy Family Church	#17	2.42	Absent
Average			2.47	Absent

2022 - WATER CONSUMPTION

DATE	Lake Mitchell Influent MG	B-Y Rural Water Influent MG	Effluent to Water Towers MG
7/1/2023	0-MG	2.621	2.639
7/2/2023	0-MG	3.010	2.888
7/3/2023	0-MG	3.477	3.506
7/4/2023	0-MG	2.415	2.365
7/5/2023	0-MG	2.577	2.530
7/6/2023	0-MG	2.654	2.707
7/7/2023	0-MG	2.623	2.757
7/8/2023	0-MG	2.070	2.168
7/9/2023	0-MG	2.644	2.719
7/10/2023	0-MG	3.139	3.332
7/11/2023	0-MG	2.531	2.648
7/12/2023	0-MG	2.644	2.846
7/13/2023	0-MG	2.108	2.119
7/14/2023	0-MG	2.837	2.841
7/15/2023	0-MG	2.575	2.475
7/16/2023	0-MG	2.616	2.652
7/17/2023	0-MG	3.049	3.034
7/18/2023	0-MG	2.749	2.642
7/19/2023	0-MG	3.034	3.028
7/20/2023	0-MG	2.534	2.568
7/21/2023	0-MG	3.328	3.302
7/22/2023	0-MG	2.658	2.620
7/23/2023	0-MG	2.866	2.834
7/24/2023	0-MG	3.533	3.496
7/25/2023	0-MG	3.403	3.366
7/26/2023	0-MG	2.936	2.897
7/27/2023	0-MG	2.679	2.645
7/28/2023	0-MG	3.339	3.592
7/29/2023	0-MG	2.627	2.804
7/30/2023	0-MG	2.860	3.011
7/31/2023	0-MG	2.993	3.155
TOTALS	0-MG	87.129	88.186

B-Y WATER DISTRICT
31039 428th AVENUE PO BOX 248
TABOR SD 57063

Phone (605) 463-2531 Toll Free (800) 286-3654
E-mail msmudder@hccinet.net or srwoods@hccinet.net

Office Hours:
Monday-Friday 8:00 A.M. to 4:30 P.M.

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

B-Y WATER
602-43330-42850

Service Address

Acct #
06771

Date Printed
AUG 2 23

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 23	13,818,161,000	13,731,274,000	86,887,000	106,871.01		106,871.01

0.00

BASE

Balance Due Upon Receipt **\$106,871.01**

If not paid by the 20th of the month, we will apply a \$25.00 late fee to your bill.

B-Y Water District is an Equal Opportunity Employer and Provider
PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

AUG 2 23

CUST ACCT #

06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 23	13,818,161,000	13,731,274,000	86,887,000	106,871.01		106,871.01

0.00

Service Address

Balance Due Upon Receipt **\$106,871.01**

Remit to:

B-Y WATER DISTRICT
P O BOX 248
TABOR SD 57063

TOTAL
PAYMENT

\$ **115,378.51**

+ 8507.50 overage

B-Y WATER DISTRICT
31039 428th AVENUE PO BOX 248
TABOR SD 57063

Phone (605) 463-2531 Toll Free (800) 286-3654
E-mail msmudder@hcinet.net or srwoods@hcinet.net

Office Hours:
Monday-Friday 8:00 A.M. to 4:30 P.M.

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct #
06771

Date Printed
AUG 2 23

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 23	13,818,161,000	13,818,161,000	0	8,507.50		8,507.50
						0.00

OVERAGE

Balance Due Upon Receipt \$ 8,507.50

If not paid by the 20th of the month, we will apply a \$25.00 late fee to your bill.

B-Y Water District is an Equal Opportunity Employer and Provider
PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

AUG 2 23

CUST ACCT #

06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 23	13,818,161,000	13,818,161,000	0	8,507.50		8,507.50
						0.00

Service Address

Balance Due Upon Receipt \$ 8,507.50

Remit to:

B-Y WATER DISTRICT
P O BOX 248
TABOR SD 57063

TOTAL
PAYMENT

\$

City of Mitchell Water Rate Charged

8/1/2023

	Base Rate (1,000 Gallons)	Added Rate (1,000 Gallons)	Combined Rate (1,000 Gallons)
Use below 2.65 MGD =	\$1.23	\$0.00	\$1.23
Use between 2.65 MGD to 2.90 MGD =	\$1.23	\$1.00	\$2.23
Use between 2.90 MGD to 3.15 MGD =	\$1.23	\$1.50	\$2.73
All use over 3.15 MGD =	\$1.23	\$2.00	\$3.23

Month: 7 Year: 2023 Billing Month: 8

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	2,729,000	79,000	2,729,000	\$3,356.67	79,000	\$79.00	0	\$0.00	0	\$0.00	\$3,435.67
2	3,007,000	357,000	3,007,000	\$3,698.61	250,000	\$250.00	107,000	\$160.50	0	\$0.00	\$4,109.11
3	3,105,000	455,000	3,105,000	\$3,819.15	250,000	\$250.00	205,000	\$307.50	0	\$0.00	\$4,376.65
4	2,643,000	0	2,643,000	\$3,250.89	0	\$0.00	0	\$0.00	0	\$0.00	\$3,250.89
5	2,631,000	0	2,631,000	\$3,236.13	0	\$0.00	0	\$0.00	0	\$0.00	\$3,236.13
6	2,341,000	0	2,341,000	\$2,879.43	0	\$0.00	0	\$0.00	0	\$0.00	\$2,879.43
7	2,582,000	0	2,582,000	\$3,175.86	0	\$0.00	0	\$0.00	0	\$0.00	\$3,175.86
8	2,367,000	0	2,367,000	\$2,911.41	0	\$0.00	0	\$0.00	0	\$0.00	\$2,911.41
9	2,519,000	0	2,519,000	\$3,098.37	0	\$0.00	0	\$0.00	0	\$0.00	\$3,098.37
10	3,031,000	381,000	3,031,000	\$3,728.13	250,000	\$250.00	131,000	\$196.50	0	\$0.00	\$4,174.63
11	2,833,000	183,000	2,833,000	\$3,484.59	183,000	\$183.00	0	\$0.00	0	\$0.00	\$3,667.59
12	2,346,000	0	2,346,000	\$2,885.58	0	\$0.00	0	\$0.00	0	\$0.00	\$2,885.58
13	2,376,000	0	2,376,000	\$2,922.48	0	\$0.00	0	\$0.00	0	\$0.00	\$2,922.48
14	2,426,000	0	2,426,000	\$2,983.98	0	\$0.00	0	\$0.00	0	\$0.00	\$2,983.98
15	2,891,000	241,000	2,891,000	\$3,555.93	241,000	\$241.00	0	\$0.00	0	\$0.00	\$3,796.93
16	2,263,000	0	2,263,000	\$2,783.49	0	\$0.00	0	\$0.00	0	\$0.00	\$2,783.49
17	3,054,000	404,000	3,054,000	\$3,756.42	250,000	\$250.00	154,000	\$231.00	0	\$0.00	\$4,237.42
18	3,037,000	387,000	3,037,000	\$3,735.51	250,000	\$250.00	137,000	\$205.50	0	\$0.00	\$4,191.01
19	2,956,000	306,000	2,956,000	\$3,635.88	250,000	\$250.00	56,000	\$84.00	0	\$0.00	\$3,969.88
20	2,578,000	0	2,578,000	\$3,170.94	0	\$0.00	0	\$0.00	0	\$0.00	\$3,170.94
21	3,099,000	449,000	3,099,000	\$3,811.77	250,000	\$250.00	199,000	\$298.50	0	\$0.00	\$4,360.27
22	2,648,000	0	2,648,000	\$3,257.04	0	\$0.00	0	\$0.00	0	\$0.00	\$3,257.04
23	2,855,000	205,000	2,855,000	\$3,511.65	205,000	\$205.00	0	\$0.00	0	\$0.00	\$3,716.65
24	3,558,000	908,000	3,558,000	\$4,376.34	250,000	\$250.00	250,000	\$375.00	408,000	\$816.00	\$5,817.34
25	3,409,000	759,000	3,409,000	\$4,193.07	250,000	\$250.00	250,000	\$375.00	259,000	\$518.00	\$5,336.07
26	2,942,000	292,000	2,942,000	\$3,618.66	250,000	\$250.00	42,000	\$63.00	0	\$0.00	\$3,931.66
27	2,955,000	305,000	2,955,000	\$3,634.65	250,000	\$250.00	55,000	\$82.50	0	\$0.00	\$3,967.15
28	3,085,000	435,000	3,085,000	\$3,794.55	250,000	\$250.00	185,000	\$277.50	0	\$0.00	\$4,322.05
29	2,701,000	51,000	2,701,000	\$3,322.23	51,000	\$51.00	0	\$0.00	0	\$0.00	\$3,373.23
30	2,757,000	107,000	2,757,000	\$3,391.11	107,000	\$107.00	0	\$0.00	0	\$0.00	\$3,498.11
31	3,163,000	513,000	3,163,000	\$3,890.49	250,000	\$250.00	250,000	\$375.00	13,000	\$26.00	\$4,541.49
TOTALS	86887000	6,817,000	86,887,000	\$106,871.01	4,116,000	\$4,116.00	2,021,000	\$3,031.50	680,000	\$1,360.00	\$115,378.51

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Previous Month Read = 13,731,274,000	Days billed in July = \$115,378.51	86,887,000	\$106,871.01	\$8,507.50
Current Month Read = 13,818,161,000	Days carried from previous month = \$0.00	0	\$0.00	\$0.00
Current Month Use = 86,887,000	Total bill for July = \$115,378.51	86,887,000	\$106,871.01	\$8,507.50
	Days that will be billed in August = \$0.00			

Note: August billing meter was read on August 1st therefore no July days will be included in September billing.



Airport Report July 2023

Mowing and turf management operations continue. Airfield lighting repairs , runway inspections and maintenance advisories (NOTAM) were maintained throughout the month. All equipment received regular scheduled maintenance and repairs. Seal coat applications on taxiways A & C were completed on July 17/18. Painting should be completed mid August. Airport crop ground advertisement will begin mid September 2023. The crop ground leases run for 3 years.

The Annual Airport CIP meeting was held July 20th. The FAA has determined they would like to see achieve runway decoupling by shifting the 36 approach to the North. This seems to be a similar approach the have used at other airports . The airport will continue to monitor traffic with the VirTower system . We want to make sure we can provide as much operational information as possible before seeking any project approval.

Airport Operations

Snapshot Local Time

Start Date 05/20/2023 00:00 LT
End Date 07/31/2023 23:59 LT

Creation

User

Customer ID

08/01/2023 06:53

Mike_Scherschligt

KMHE

Summary

Landings		Take-Offs		Totals	
Single Engine	682	Single Engine	710	Single Engine	1392
Single Engine Turbine	12	Single Engine Turbine	12	Single Engine Turbine	24
Multi Engine	50	Multi Engine	48	Multi Engine	98
Multi Engine Turbine	40	Multi Engine Turbine	41	Multi Engine Turbine	81
Business Jet	74	Business Jet	69	Business Jet	143
Helicopter	3	Helicopter	5	Helicopter	8
Military	2	Military	1	Military	3
Other	1	Other	1	Other	2
TOTAL	864	TOTAL	887	TOTAL	1751

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	522	A1	536	A1	1058
A2	11	A2	11	A2	22
B1	94	B1	92	B1	186
B2	33	B2	33	B2	66
B3	5	B3	5	B3	10
C1	3	C1	0	C1	3
C2	2	C2	2	C2	4
D3	1	D3	1	D3	2
HEL	3	HEL	5	HEL	8
UKN	190	UKN	202	UKN	392
TOTAL	864	TOTAL	887	TOTAL	1751

Operations by Aircraft Type

Single Engine		Single Engine Turbine		Multi Engine		Multi Engine Turbine		Business Jet	Jet 2		Jet NB		Jet 4		Jet WB		Helicopter	
108	2	P46T	2	B55	2	BE20	21	C25C	4								B407	1
7GCBC	4	PC12	20	C414	37	BE30	2	C25M	10								EC45	3
B35	14	TBM8	2	C421	10	BE9L	12	C510	103								Others	4
B36	13			GA7	47	C425	34	C525	1									
C140	4			PA30	2	C441	2	C56X	8									
C172	71					SW4	10	C680	2									
C175	2							E55P	2									
C177	4							G550	2									
C182	12							H25B	2									

Airport Operations

Snapshot Local Time

Start Date 05/20/2023 00:00 LT
 End Date 07/31/2023 23:59 LT

Creation

User

Customer ID

08/01/2023 06:53

Mike_Scherschligt

KMHE

TAKEOFF RWY 36	114
T&G RWY 13	82
T&G RWY 18	107
T&G RWY 31	76
T&G RWY 36	31
TOTAL	2047

This report was generated using sensors monitoring aircraft operations at the selected airport and may not contain aircraft that do not have ADS-B. Airports that have multiple sensors deployed will also feature aircraft fitted with transponders only. The information presented is correct to the best of our knowledge from available sensors at the time: Les Goldsmith, President VirTower LLC

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

The Cadwell arena freezer broke. Mitchell Marlins contributed this amount to replace the unit.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

Freezer will be needed by the start of the fall 2023 ice season.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Insurance reimbursement from insurance for protective clothing damaged during fuel spill.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 8-15-2023

Organization: 301 Rodz

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

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

Contact Information:

Name: KayLynn Bren

Address: 508 E Ash Ave Mitchell

Phone #: 605-770-0511

Email: the301rodz.sd@outlook.com

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

Dates of Ticket Sales: 9-23-2023

Date of Raffle Drawing: 9-23-2023

Value of Raffle Prize: depending on how many we sell / 50/50

Proceeds Benefitting: Disabled Veterans of America

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

Date Received: 8-15-23

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 08/14/2023

Organization: MTC Mavericks Rodco Team

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

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

Contact Information:

Name: Jimmie Nicolaus

Address: 1800 E. Spruce St.

Phone #: 605-999-6381

Email: jimmie.nicolaus@mittchelltech.edu

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

Dates of Ticket Sales: TBA

Date of Raffle Drawing: 11/04/2023

Value of Raffle Prize: \$1,200

Proceeds Benefitting: practice + travel expenses

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

Date Received: 8-15-2023

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:	August 21, 2023	Requested By:	Michelle Bathke
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Approve Satisfaction of Mortgage with MADC		
Explanation/Background of Agenda Item Requested:	In 2006, a long-term note receivable for the Verifications building was executed with MADC. In 2016, the note receivable was paid off by MADC. MADC has now sold the property and The Title Company is requesting this document be signed by the City so MADC can close on the property.		

This Document Prepared By:
Don E. Petersen, Esq.
MorganTheeler LLP
P.O. Box 1025, 1718 North Sanborn Blvd.
Mitchell, SD 57301
(605) 996-5588

SATISFACTION OF MORTGAGE

The City of Mitchell, South Dakota, a South Dakota municipal corporation, HEREBY CERTIFIES, that a certain Mortgage, bearing date the 1st day of September, 2006, executed by Mitchell Area Development Corporation, a South Dakota nonprofit corporation, to the City of Mitchell, South Dakota, a municipal corporation, of 612 North Main, Mitchell, South Dakota 57301, upon the following real property situated in the County of Davison in the State of South Dakota, to-wit:

The Southerly 223.02 Feet of Block Two (2) of Westwood First Addition, a Subdivision of the West Half (W1/2) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., in the City of Mitchell, Davison County, South Dakota, Being 223.02 Feet along the East property line of said Block Two (2) common to the West Right-of-Way line of S.D. Highway No. 37 Bypass and parallel with the South property line of said Block Two (2) according to the recorded plat thereof filed for record in Book 18 of Plats on Page 56 therein,

and recorded in the office of the Register of Deeds of said Davison County, South Dakota, in Book 306 of Mortgages, page 928, on the 21st day of September, 2006, at 2:56 o'clock p.m., is, with the indebtedness thereby secured, fully paid, satisfied and discharged.

[remainder of page intentionally left blank
to accommodate signature page]

Satisfaction of Mortgage
Page Two

Dated this _____ day of August, 2023.

CITY OF MITCHELL, SOUTH DAKOTA

(SEAL)

By _____
Robert B. Everson, Jr., Mayor

ATTEST:

Michelle Bathke, City Finance Officer

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

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

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

Notary Public

My Commission Expires:

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:	August 21, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Set Date 1:30 P.M., August 23, 2023 for Bid Opening for Airport Farm Ground and Pasture Leases		
Explanation/Background of Agenda Item Requested:	Set Date for Bid Opening 1:30 P.M., August 23, 2023 in City Council Chambers of City Hall

3 Year Airport Farmground Lease City Project #2024-5 (years 2024-2025-2026)
3 Year Airport Pasture Lease City Project #2024-6 (years 2024-2025-2026)

These leases are rebid every 3-years.

Advertising will be according to South Dakota Codified Law.		

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:	August 21, 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 September 5th, 2023 on the following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application of Elrancherito Family Mexican Restaurant, 108 North Main Street for a new Retail (On-Off Sale) Malt Beverage & SD Farm Wine License b. On the application of Elrancherito Family Mexican Restaurant, 108 North Main Street for a new Retail (On-Off Sale) Wine and Cider License		

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

NORMA SAUZA SOLTERO AND
ARMANDO ALONSO FIGUEROA
108 N MAIN ST MITCHELL SD 57301

Owner's Telephone #: _____

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

EL BANCHERITO FAMILY MEXICAN
RESTAURANT
108 N MAIN ST
MITCHELL SD 57301

Business Telephone #: 605 799 5899

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

County: DAVIS

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

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

D. Legal description of licensed premise:

Lot 11 Block 12 15520 - original
Mitchell - NE 1/4 SE (21)

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

E. State Sales Tax Number 1040-3009-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 8-15-23 Print Name Armando Alonso Figueroa Signature [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

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC EL RANCHERITO FAMILY MEXICAN RESTAURANT

Address of office and principal place of business of corporation/partnership/LP/LLC 108 N MAIN ST

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
<u>Aramando Flores Figueroa</u>		<u>108 N Main St</u>	<u>owner</u>
<u>Norma Flores Salazar</u>		<u>108 N MAIN ST</u>	<u>owner</u>

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?

Bookkeeper 108 N MAIN ST

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

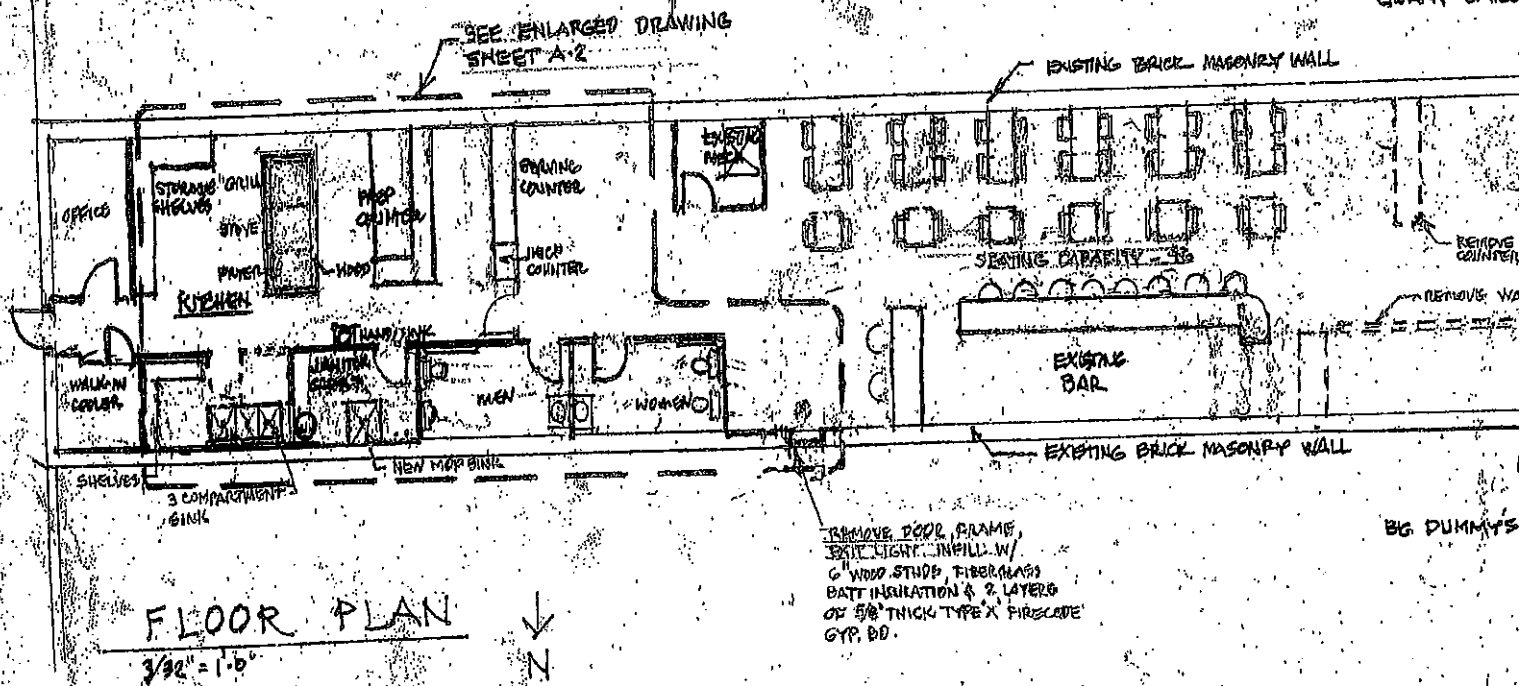
Date

[Signature]

8/15/2023

GENERAL NOTES:

- ALL NEW CONSTRUCTION SHALL COMPLY WITH LOCAL GOVERNING CODES AND PERFORMED BY LICENSED CONTRACTORS.
- ALL NEW CONSTRUCTION IN KITCHEN AREA SHALL COMPLY WITH STATE FOOD SERVICE LICENSING REQUIREMENTS.
- EXISTING RESTROOMS SHALL BE CONVERTED TO HANDICAP ACCESSIBLE RESTROOMS.
- NEW KITCHEN HOOD SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE TO FIRE CODE AND HEALTH DEPARTMENT REQUIREMENTS. OWNER SHALL SUBMIT SHOP DRAWINGS TO ALL AGENCIES REQUIRING APPROVAL OF KITCHEN HOOD FIRE SUPPRESSION SYSTEM DESCRIBING HOOD DETAILS.
- ALL NEW KITCHEN FINISHES SHALL COMPLY WITH HEALTH DEPARTMENT REQUIREMENTS FOR CLEANABLE/SCOURABLE SURFACES AT FOOD PREPARATION AREAS.
- ALL EXISTING ELECTRICAL CONDITIONS SHALL BE VERIFIED BY ELECTRICAL CONTRACTOR AND PROVIDE NEW ELECTRICAL WORK AS REQUIRED TO COMPLY WITH CODE AND EQUIPMENT PROVIDED BY OWNER.



Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

NORMA JULIANA SAUZA SOLTERO
Armando Alonso Figueroa

Owner's Telephone #: 239 200 3889 (564 2128935)

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

EL RANCHERITO FAMILY MEXICAN RESTAURANT
108 N MAIN ST
MITCHELL SD 57301

Business Telephone #: 605 799 5899

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

D. Legal description of licensed premise:

LOT 11 BLK 12
15520-ORIGINAL
MITCHELL-NEESE (21)

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

E. State Sales Tax Number 1040-3009-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 8-15-23

Print Name Armando Alonso Figueroa

Signature [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

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC El Rancharito Family Mexican Restaurant

Address of office and principal place of business of corporation/partnership/LP/LLC 108 N Main St

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

Never

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

Name	Office	Address	Occupation
<u>Ramondo Alvaro Figueroa</u>		<u>108 N Main St</u>	<u>owner</u>
<u>Norma Juliana Jarama Soto</u>		<u>108 N Main St</u>	<u>owner</u>

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?

Bookkeeper 108 N Main St

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

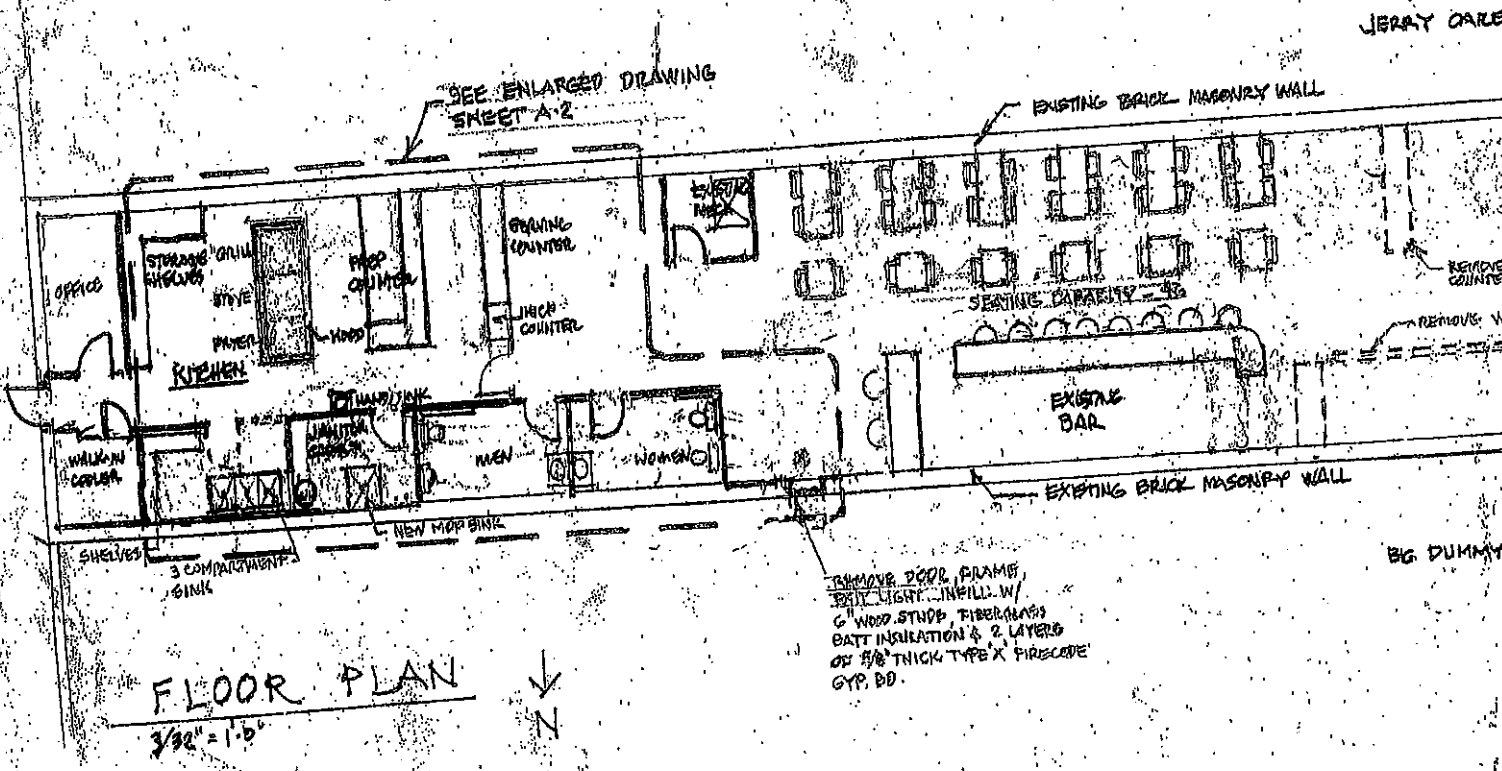
Date

[Signature]

8/15/2023
8/15/2023

GENERAL NOTES:

1. ALL NEW CONSTRUCTION SHALL COMPLY WITH LOCAL GOVERNING CODES AND PERFORMED BY LICENSED CONTRACTORS.
2. ALL NEW CONSTRUCTION IN KITCHEN AREA SHALL COMPLY WITH STATE FOOD SERVICE LICENSING REQUIREMENTS.
3. EXISTING RESTROOMS SHALL BE CONVERTED TO HANDICAP ACCESSIBLE RESTROOMS.
4. NEW KITCHEN HOOD SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE TO FIRE CODE AND HEALTH DEPARTMENT REQUIREMENTS. OWNER SHALL SUBMIT SHOP DRAWINGS TO ALL AGENCIES REQUIRING APPROVAL OF KITCHEN HOOD FIRE SUPPRESSION SYSTEM DESCRIBING HOOD DETAILS.
5. ALL NEW KITCHEN FINISHES SHALL COMPLY WITH HEALTH DEPARTMENT REQUIREMENTS FOR CLEANABLE/SCRAMABLE SURFACES AT FOOD PREPARATION AREAS.
6. ALL EXISTING ELECTRICAL CONDITIONS SHALL BE VERIFIED BY ELECTRICAL CONTRACTOR AND PROVIDE NEW ELECTRICAL WORK AS REQUIRED TO COMPLY WITH CODE AND EQUIPMENT PROVIDED BY OWNER.



FLOOR PLAN
3/32" = 1'-0"

PAY ESTIMATES FOR AUGUST 21, 2023

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Steve Donovan	#2021-14 Firesteel Creek NAWCA Grant Admin.	#7	\$ 2,222.20	\$ 20,000.00	\$ 20,000.00
Brosz Engineering	#2021-16 West Harmon Utility Improvements	#12	\$ 2,555.00	\$ 89,020.00	\$ 114,185.00
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#29	\$ 37,138.25	\$ 1,456,827.75	\$ 1,751,150.00
Schemmer Associates	#2021-50 Rec. Fitness Room-Phase II	#22	\$ 110.00	\$ 34,512.61	\$ 34,160.00
Dockendorf Equipment	#2021-51 Street Dept. Fuel Tanks	#1	\$ 216,000.00	\$ 216,000.00	\$ 464,742.36
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#7	\$ 26,912.50	\$ 70,862.01	\$ 1,908,860.00
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#11	\$ 1,627.50	\$ 63,885.59	\$ 97,620.00
Mueller Lumber Company	#2022-50 Mitchell Rec Center Fitness Room-Phase	#6	\$ 105,490.49	\$ 538,008.01	\$ 702,578.52
Civil Design Inc.	#2023-1 Gun Range	#4	\$ 2,330.00	\$ 8,427.50	\$ 11,000.00
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#7	\$ 12,625.00	\$ 59,182.50	\$ 86,700.00
Top Grade Concrete, LLC	#2023-4 Concrete Bid	#1	\$ 36,769.00	\$ 36,769.00	\$ 126,839.00
	TOTALS		\$ 443,779.94	\$ 2,593,494.97	\$ 5,317,834.88

Prepared by Deb Hanson-Sudbeck

PACKET : 06572 06573

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
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2466030723	101-41110-42300	LEGAL PUBLICA ACCT #MP246603-LEGALS	198453	613.24
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	613.24

PACKET : 06572 06573

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-9940768610	101-41210-42800	UTILITIES-TEL ACCT #886931646-00001	198563	46.81
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-41210-42800	UTILITIES-TEL ACCT #00223662-2	198502	0.06
				DEPARTMENT 1210 MAYOR'S OFFICE	TOTAL:	46.87

PACKET : 06572 06573

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	ATV HOLDINGS, LLC dba M					
	I-10999133		101-41220-42800	UTILITIES-TEL ACCT #00223662-2	198502	0.16
01-09703	AMAZON CAPITAL SERVICES					
	I-1YJP-HX7Q-3NJ3		101-41220-42600	SUPPLIES & MA FAST CHARGING USB	198405	40.98
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	41.14

PACKET : 06572 06573

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1230 ADMINISTRATIVE BOARDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02182	CARY MUILENBURG					
		I-2936	101-41230-42920	SPORTS AUTHOR 2023 SD STATE DISC GOLF CHMPN	198504	1,550.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-41230-42800	UTILITIES-TEL ACCT #00223662-2	198502	0.20
01-09579	MITCHELL KIWANIS CLUB					
		I-2935	101-41230-42920	SPORTS AUTHOR PC KIWANIS HALF MARATHON & RLY	198501	2,000.00
01-09675	MITCHELL COED SOFTBALL					
		I-2963	101-41230-42920	SPORTS AUTHOR STATE COED SOFTBALL	198497	2,500.00
				DEPARTMENT 1230 ADMINISTRATIVE BOARDS	TOTAL:	6,050.20

PACKET : 06572 06573
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 1410 ATTORNEY'S OFFICE
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06739	THOMSON REUTERS - WEST					
	I-848779477		101-41410-42610	WEST GROUP LA ONLINE SUBSCRIPTION	198553	800.80
01-06750	ATV HOLDINGS, LLC dba M					
	I-10999133		101-41410-42810	UTILITIES-TEL ACCT #00223662-2	198502	0.53
01-10550	CADWELL SANFORD DEIBERT					
	I-08102023		101-41410-42200	PROFESSIONAL INDOOR POOL/PUETZ	198424	288.00
DEPARTMENT 1410 ATTORNEY'S OFFICE						
					TOTAL:	1,089.33

PACKET : 06572 06573

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
01-03678	INTERSTATE OFFICE PRODU					
		I-01DZ3808	101-41420-42600	SUPPLIES & MA HIGHLIGHTERS,TAPE,POST ITS	198470	218.27
		I-01DZ4030	101-41420-42600	SUPPLIES & MA AIR DUSTERS	198470	15.91
		I-01DZ4194	101-41420-42600	SUPPLIES & MA PENS	198470	27.48
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-41420-42800	UTILITIES - T ACCT #00223662-2	198502	4.76
				DEPARTMENT 1420 FINANCE	TOTAL:	266.42

PACKET : 06572 06573

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
01-02679	MENARD'S INC					
		I-56856	101-41440-42600	SUPPLIES & MA LEDS,CABLE TIES	198489	145.98
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00100348-00	101-41440-42231	EMPLOYEE PHYS SCREENINGS	198409	1,908.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-41440-42800	UTILITIES ACCT #00223662-2	198502	0.85
01-08711	ONE SOURCE THE BACKGROU					
		I-2022130217	101-41440-42210	PROFESSIONAL BACKGROUND CHECKS	198516	303.00
01-08900	THOMAS L PRICE INC					
		I-08032023	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL EVALS	198552	350.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	2,707.83

PACKET : 06572 06573

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
01-01450	MUTH ELECTRIC INC					
		I-662330	101-41920-42520	REPAIR-CITY H FRONT ENTRY DOORS CIRCUIT	198505	307.43
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.07.23	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	198510	1,455.19
01-02484	DARRINGTON WATER COND					
		I-62208.07.23	101-41920-42620	SUPPLIES-CITY COOLER RENTALS	198439	44.25
01-02840	TESSIER'S INC					
		I-TES076957	101-41920-43410	REPAIRS-CITY BREAKER REPAIR FOR AC	198551	150.50
01-02995	G & R CONTROLS, INC					
		I-138227	101-41920-42520	REPAIR-CITY H LABOR TO FIX MAYOR'S AC	198455	150.00
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	2,107.37

PACKET : 06572 06573

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-2279-1197	101-41935-42615	POSTAGE	198525	260.29
		I-579424	101-41935-42615	POSTAGE	198525	16.05
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	198502	2,296.80
		I-10999133	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	198502	3.51
01-06894	TYLER TECHNOLOGIES, INC					
		I-025-432951	101-41935-43511	COMPUTER SOFT CONFIGURE ACCTS REC	198560	520.00
		I-025-433923	101-41935-43511	COMPUTER SOFT REFINE CONFIG FOR ACCTS REC	198560	65.00
01-09703	AMAZON CAPITAL SERVICES					
		I-19DJ-QLJQ-R6Q1	101-41935-42600	SUPPLIES	198405	73.72
01-09769	N-ABLE SOLUTIONS ULC					
		C-CM406519	101-41935-42920	COMPUTER SOFT AV DEFENDER CREDIT	198506	1,809.60-
		I-2735531	101-41935-42920	COMPUTER SOFT BACKUP & RECOVERY	198506	5,905.33
		I-2837576	101-41935-42920	COMPUTER SOFT ADDTNL CAPACITY,PRTCTN,RESPNS	198506	5,764.95
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		13,096.05

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 PACKET : 06572 06573
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 2110 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815018968	101-42110-42610	GAS OIL TIRES TAIL LIGHTS,TORQUE STRUT	198545	312.38
		I-815019340	101-42110-42610	GAS OIL TIRES COMPLETE STUT ASSEMBLY,FILTERS	198545	431.69
01-01322	LARRY'S I-90 SERVICE IN					
		I-98417	101-42110-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	198481	439.84
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.08.23	101-42110-42810	UTILITIES 122 S ROWLEY ST	198510	42.61
01-02679	MENARD'S INC					
		I-56812	101-42110-42600	SUPPLIES SEAT COVERS,SLIDERS	198489	29.99
01-02811	JONES SUPPLIES					
		I-142540	101-42110-42600	SUPPLIES URINAL SCREENS	198473	26.38
01-02880	THUNE TRUE VALUE & APPL					
		I-A546953	101-42110-42600	SUPPLIES KEYS	198554	2.49
01-03018	KONE CHICAGO					
		I-8711112950	101-42110-42500	REPAIR & MAIN ELEVATOR MAINTENANCE 8.23-10.2	198477	892.56
01-03267	WALMART/CAPITAL ONE					
		I-00816	101-42110-42600	SUPPLIES LABELS	198565	18.94
		I-01639	101-42110-42600	SUPPLIES BINDER	198565	18.12
01-04497	DEAN KNIPPLING					
		I-08092023	101-42110-42700	TRAVEL, CONF MEALS-ALABAMA PICKUP NEW K9	198475	106.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-42110-42800	TELEPHONE ACCT #00223662-2	198502	22.15
01-06904	JOHN BADKER					
		I-08082023	101-42110-42700	TRAVEL, CONF MEALS-ALABAMA PICKUP NEW K9	198412	106.00
01-08014	VERN EIDE CHEVROLET GMC					
		I-16075234/1	101-42110-42610	GAS OIL TIRES GLASS REPLACEMENT	198564	984.94
01-08252	CORPORATE TRANSLATION S					
		I-247585	101-42110-42200	PROFESSIONAL TRANSLATION SERVICES	198480	125.11
01-08281	ARAMARK					
		I-6380119525	101-42110-42200	PROFESSIONAL MAT CLEANING	198407	56.27
01-09349	HOWES OIL CO					
		I-328426	101-42110-42610	GAS OIL TIRES UNLEADED,ETHYL ALCOHOL FUEL	198465	3,237.53
		I-328442	101-42110-42610	GAS OIL TIRES UNLEADED FUEL	198465	7,643.26
		I-329079	101-42110-42610	GAS OIL TIRES FUEL	198465	2,254.67

PACKET : 06572 06573

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
01-09488	STITCHTOGETHER					
		I-080423	101-42110-42640	UNIFORM ALLOW HEMMING W HUNT	198544	12.00
01-10357	CULLIGAN WATER MITCHELL					
		I-2055.07.23	101-42110-42200	PROFESSIONAL COOLER RENTAL	198434	26.00
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	16,788.93

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1680167	101-42130-42600	SUPPLIES POWER EQUIPMENT	198530	1.16
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.08.23	101-42130-42835	UTILITIES-STR CARL RD	198426	197.00
		I-14579001.08.23	101-42130-42835	UTILITIES-STR 25040 SD HWY 37	198426	428.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815019798	101-42130-42600	SUPPLIES BLACK NITRILE	198545	11.54
01-01355	MIDWEST TURF & IRRIGATI					
		I-3915754-00	101-42130-42545	PAINT FUEL CAP	198496	63.69
01-01518	VERIZON WIRELESS					
		I-9940768610	101-42130-42820	TELEPHONE ACCT #886931646-00001	198563	93.62
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.08.23	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	198510	19.35
		I-2573626-5.08.23	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	198510	12.65
		I-2576730-2.08.23	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	198510	102.57
		I-2580169-7.08.23	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	198510	24.51
		I-2581243-9.07.23	101-42130-42835	UTILITIES-STR STREET LIGHTS	198510	17,206.29
		I-2778164-0.08.23	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	198510	94.44
		I-2781011-8.08.23	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	198510	23.57
		I-2793476-9.08.23	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST	198510	50.54
		I-2942176-5.08.23	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	198510	12.34
01-01869	DITCH WITCH UNDERCON					
		I-P14115	101-42130-42530	TRAFFIC LIGHT REPAIR UTG-T5	198444	260.61
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-8483-9	101-42130-42545	PAINT PAINT	198541	2,524.15
01-04871	SD DEPT OF TRANSPORTATI					
		I-S00130020	101-42130-42545	PAINT GLASS BEADS	198537	1,007.40
01-07848	FORTEL TRAFFIC INC					
		I-11400	101-42130-42530	TRAFFIC LIGHT BLACK HOUSING,YELLOW PLUNGER	198452	487.00
01-08010	METTLER IMPLEMENT INC-M					
		I-62944	101-42130-42600	SUPPLIES STARTER	198491	799.99
01-09349	HOWES OIL CO					
		I-328426	101-42130-42610	GAS, OIL, TIR UNLEADED,ETHYL ALCOHOL FUEL	198465	161.06
		I-328442	101-42130-42610	GAS, OIL, TIR UNLEADED FUEL	198465	380.22
		I-329079	101-42130-42610	GAS, OIL, TIR FUEL	198465	112.16
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	24,073.86

PACKET : 06572 06573

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
01-01202	TK ELECTRIC					
		I-20172	101-42200-43300	IMPROV OTHER INSTALL FIRE DEPT BIG FANS	198555	15,142.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-42200-42800	TELEPHONE ACCT #00223662-2	198502	2.56
01-09349	HOWES OIL CO					
		I-328426	101-42200-42610	GAS & OIL UNLEADED,ETHYL ALCOHOL FUEL	198465	187.79
		I-328426	101-42200-42610	GAS & OIL UNLEADED,ETHYL ALCOHOL FUEL	198465	29.56
		I-328426	101-42200-42610	GAS & OIL UNLEADED,ETHYL ALCOHOL FUEL	198465	661.62
		I-328442	101-42200-42610	GAS & OIL UNLEADED FUEL	198465	443.34
		I-328442	101-42200-42610	GAS & OIL UNLEADED FUEL	198465	69.80
		I-328732	101-42200-42610	GAS & OIL FUEL	198465	643.99
		I-329079	101-42200-42610	GAS & OIL FUEL	198465	130.78
		I-329079	101-42200-42610	GAS & OIL FUEL	198465	20.59
		I-329079	101-42200-42610	GAS & OIL FUEL	198465	303.74
01-10357	CULLIGAN WATER MITCHELL					
		I-2055.07.23	101-42200-42600	SUPPLIES COOLER RENTAL	198434	26.00
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	17,661.77

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET : 06572 06573

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
=====						
01-00185	AUTO BODY SPECIALTIES					
		I-241215/2	101-43100-42600	SUPPLIES KWIK ADHESIVE,QUICK FIX	198408	199.70
01-00424	RUNNINGS SUPPLY INC					
		C-1656632	101-43100-42600	SUPPLIES PRIMER BULB	198530	5.19-
		I-1677658	101-43100-42600	SUPPLIES ENGINE OIL	198530	34.68
01-00436	CHS FARMERS ALLIANCE					
		I-IY6373	101-43100-42500	REPAIRS MOUNT SPLIT RIMS	198428	96.30
		I-IY6400	101-43100-42500	REPAIRS MOUNT TIRE	198428	30.00
		I-IY6468	101-43100-42500	REPAIRS TIRE REPAIR SERVICE CALL	198428	110.00
		I-IY6671	101-43100-42500	REPAIRS TIRE REPAIR	198428	90.00
01-00864	DOCKENDORF EQUIPMENT CO					
		I-2021-51 P.E. #1	101-43100-43421	FUEL SYSTEM U 2021-51 P.E. #1	198445	216,000.00
01-00917	DAKOTA FLUID POWER INC					
		I-7080718	101-43100-42600	SUPPLIES WATER PUMP	198435	1,056.14
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV388842	101-43100-42600	SUPPLIES LED MINIBAR,TUBE MOUNT	198566	469.10
01-01199	STURDEVANTS AUTO VALUE					
		I-815019741	101-43100-42600	SUPPLIES HYDRAULICS,OIL,WIPERS	198545	93.45
		I-815020182	101-43100-42600	SUPPLIES AIR CABIN FILTERS	198545	184.48
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.08.23	101-43100-42800	UTILITIES 1405 W 8TH AVE	198510	780.33
01-01964	DAKOTA SUPPLY GROUP					
		I-S102721722.001	101-43100-42600	SUPPLIES BACK SHOP COOLI UHBS,ACCT7673	198437	1,766.40
		I-S102721722.002	101-43100-42600	SUPPLIES STREET SHOP LIGHTS,ACCT 7673	198437	3,238.40
		I-S102937558.001	101-43100-42600	SUPPLIES SERVICE CHARGE,ACCT 7672	198437	26.50
01-02527	TRANSOURCE					
		I-41P36331	101-43100-42600	SUPPLIES RELAY	198558	118.64
		I-41P36359	101-43100-42600	SUPPLIES HYDRAULIC HOSES,FAN DRIVE	198558	88.25
		I-41P36605	101-43100-42600	SUPPLIES SCRAPER,PLATE,WASHERS,SWITCH	198558	3,158.53
01-02555	TWO WAY SOLUTIONS INC					
		I-130195	101-43100-42600	SUPPLIES IGNITION SENSE CABLE	198559	143.91
01-02679	MENARD'S INC					
		I-57222	101-43100-42600	SUPPLIES BRASS BALL FIP	198489	89.97
		I-57332A	101-43100-42600	SUPPLIES GORILLA TAPE	198489	29.82
01-02840	TESSIER'S INC					
		I-TES076871	101-43100-42500	REPAIRS STREET DEPT AC REPAIR	198551	337.67

01/16/2023 4:29 PM
PACKET : 06572 06573
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03099	LAWSON PRODUCTS INC					
		I-9310809039	101-43100-42600	SUPPLIES SAW BLADE	198482	207.75
01-03884	COMMERCIAL ASPHALT/SPEN					
		I-0021185-IN	101-43100-42620	ASPHALT MIX HOT MIX	198430	2,914.16
01-04066	BOYER FORD TRUCKS INC					
		I-004P26770	101-43100-42600	SUPPLIES TANK VALVE SENSOR,GASKET	198418	333.76
01-05276	M & T FIRE AND SAFETY I					
		I-10902	101-43100-42600	SUPPLIES FIRE HOSE,COUPLERS	198486	605.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-43100-42800	UTILITIES ACCT #00223662-2	198502	2.60
01-08558	KEVIN ROTH					
		I-08142023	101-43100-42650	UNIFORMS ROTH LOGOD UNIFORMS	198529	58.50
01-09349	HOWES OIL CO					
		I-328426	101-43100-42610	GAS UNLEADED,ETHYL ALCOHOL FUEL	198465	692.59
		I-328426	101-43100-42610	GAS UNLEADED,ETHYL ALCOHOL FUEL	198465	108.28
		I-328427	101-43100-42610	GAS FUEL	198465	15,508.80
		I-328442	101-43100-42610	GAS UNLEADED FUEL	198465	1,635.09
		I-328732	101-43100-42610	GAS FUEL	198465	105.39
		I-329079	101-43100-42610	GAS FUEL	198465	482.33
		I-329079	101-43100-42610	GAS FUEL	198465	49.71
01-10554	MIDWEST OIL COMPANY					
		I-1023823	101-43100-42600	SUPPLIES MOBILGREASE	198495	370.22
		I-1024020	101-43100-42600	SUPPLIES ALL SEASON GALLON DRUM	198495	440.75
01-10593	SUMMIT SAFETY, LLC dba					
		I-429773A	101-43100-42650	UNIFORMS SHIRTS,HOODIES,SWEATSHIRTS	198548	676.87
		I-429773B	101-43100-42650	UNIFORMS HOODIES,SWEATSHIRTS,JACKETS	198548	310.97
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	252,639.85

PACKET : 06572 06573

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
01-01518	VERIZON WIRELESS					
		I-9940768610	101-43110-42800	UTILITIES ACCT #886931646-00001	198563	80.02
01-03114	SUBWAY					
		I-1/A-615362	101-43110-42750	PLANNING COMM PLANNING COMMISSION MEALS	198547	47.94
01-03678	INTERSTATE OFFICE PRODU					
		I-01DZ5406	101-43110-42600	SUPPLIES DISINFECTING WIPES	198470	62.36
		I-01DZ6066	101-43110-42600	SUPPLIES GEL PENS	198470	30.60
01-06632	CIVIL DESIGN INC					
		I-2023-1 P.E. #4	101-43110-42200	PROFESSIONAL 2023-1 P.E. #4	198429	2,330.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-43110-42800	UTILITIES ACCT #00223662-2	198502	6.31
		I-11001769	101-43110-42916	NUISANCE ABAT ACCT # 00019259-0	198502	5.31
01-09349	HOWES OIL CO					
		I-328426	101-43110-42610	GAS UNLEADED,ETHYL ALCOHOL FUEL	198465	568.25
		I-328442	101-43110-42610	GAS UNLEADED FUEL	198465	1,341.55
		I-329079	101-43110-42610	GAS FUEL	198465	395.74
				DEPARTMENT 3110 PUBLIC WORKS ADMIN	TOTAL:	4,868.08

PACKET : 06572 06573

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
01-00073	KIM OSTBYE					
		I-08142023	101-43120-43300	STREET OVERLA DRIVEWAY CONCRETE SURFACING	198517	1,385.92
01-00430	JEBRO INC					
		I-277268	101-43120-42670	CHIP SEAL AGG LIQUID ASPHALT	198472	14,219.23
		I-277415	101-43120-42670	CHIP SEAL AGG LIQUID ASPHALT	198472	14,417.91
		I-278113	101-43120-42670	CHIP SEAL AGG LIQUID ASPHALT	198472	11,713.27
01-00436	CHS FARMERS ALLIANCE					
		I-IF8007	101-43120-42680	CHIP SEAL ASP CHIP FILL GAS HEAT	198428	213.90
		I-IF8008	101-43120-42680	CHIP SEAL ASP CHIP FILL GAS HEAT	198428	155.00
01-00559	DICK'S TOWING LLC					
		I-T3728	101-43120-42680	CHIP SEAL ASP TOWING	198442	90.00
		I-T3734	101-43120-42680	CHIP SEAL ASP TOWING	198442	90.00
		I-T3735	101-43120-42680	CHIP SEAL ASP TOWING, SECOND TOW	198442	45.00
		I-T3745	101-43120-42680	CHIP SEAL ASP TOWING	198442	90.00
		I-T3752	101-43120-42680	CHIP SEAL ASP TOWING	198442	90.00
		I-T3801	101-43120-42680	CHIP SEAL ASP TOWING	198442	90.00
		I-T3806	101-43120-42680	CHIP SEAL ASP TOWING	198442	90.00
		I-T3807	101-43120-42680	CHIP SEAL ASP TOWING	198442	90.00
01-01395	MITCHELL CONCRETE PRODU					
		I-103757	101-43120-43325	NORWAY/ROWLEY 5 BAG WRDA	198498	145.00
		I-103886	101-43120-43325	NORWAY/ROWLEY PALLETS	198498	450.10
		I-103895	101-43120-43325	NORWAY/ROWLEY 5 BAG WRDA	198498	145.00
01-01450	MUTH ELECTRIC INC					
		I-660191	101-43120-43300	STREET OVERLA INSTALL GFCI IN GROUND BOXES	198505	1,210.00
01-04050	BNSF RAILWAY COMPANY					
		I-23006194	101-43120-42200	PROF SERVICES PERMIT	198417	120.00
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #1	101-43120-42520	HAZARDOUS SID 2023-4 P.E. #1	198557	15,374.00
		I-2023-4 P.E. #1	101-43120-42521	SIDEWALK CONS 2023-4 P.E. #1	198557	21,395.00

DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL: 81,619.33

PACKET : 06572 06573

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
01-01819	NORTHWEST PIPE FITTINGS					
		I-425383	101-43150-42600	SUPPLIES & MA STRONG BACK COUPLING	198509	543.96
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	543.96

PACKET : 06572 06573

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
01-00074	RAUSCH GRANITE					
		I-108445	101-43700-42510	HEADSTONE REP GEM VASE	198526	165.00
01-00436	CHS FARMERS ALLIANCE					
		I-IF6631	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER	198428	806.25
		I-IF6632	101-43700-42610	GAS & FUEL GOLF UNLEADED GAS	198428	313.93
01-01395	MITCHELL CONCRETE PRODU					
		I-104116	101-43700-42600	SUPPLIES & MA 4 1/2" SLUMP	198498	303.00
01-01404	MITCHELL IRON & SUPPLY					
		I-80135	101-43700-42500	REPAIR & MAIN ROUND REPAIR TUBE	198500	177.20
01-01518	VERIZON WIRELESS					
		I-9940768610	101-43700-42800	UTILITIES ACCT #886931646-00001	198563	71.48
01-09338	NEW TEC INC					
		I-NSF-201986	101-43700-42500	REPAIR & MAIN BOOM LIFT,FILTERS,OIL	198508	193.75
DEPARTMENT 3700 CEMETERY					TOTAL:	2,030.61

PACKET : 06572 06573

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
01-01210	LAKEVIEW VETERINARY CLI					
		I-327202	101-44120-42900	IMPOUNDING DO JULY 2023 MANAGEMENT	198479	900.00
01-02017	DAVISON RURAL WATER SYS					
		I-4837.08.23	101-44120-42800	UTILITIES-POU JULY USAGE	198440	40.90
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	940.90

PACKET : 06572 06573

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-77039179	101-45500-43420	BOOKS BOOKS	198467	39.00
		I-77057673	101-45500-43420	BOOKS BOOKS	198467	18.59
		I-77095786	101-45500-43420	BOOKS BOOKS	198467	275.34
		I-77189314	101-45500-43420	BOOKS BOOKS	198467	223.76
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	101-45500-42800	UTILITIES ACCT #00223662-2	198502	2.79
		I-11003228	101-45500-42800	UTILITIES ACCT #00217267-0	198502	72.95
01-08223	OVERDRIVE INC					
		I-02495DA23277935	101-45500-42693	E-BOOKS/AUDIO E AUDIOBOOKS	198519	156.87
01-09703	AMAZON CAPITAL SERVICES					
		I-1RP6-R99N-FF6Q	101-45500-43421	AUDIO-VISUAL MEMORY CARD	198405	34.99
		I-1VG7-9D6Q-FDJQ	101-45500-42600	SUPPLIES & MA SEALED BATTERY	198405	27.71
			DEPARTMENT 5500 LIBRARY		TOTAL:	852.00
			FUND 101 GENERAL		TOTAL:	428,037.74

PACKET : 06572 06573

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
=====						
01-00520	HAWKINS INC					
		I-6530035	201-45110-42602	POOL CHEMICAL POOL CHEMICALS	198461	3,460.05
	PROJ: J50-CHEM		OUTDOOR AQUATIC CENTER	CHEMICALS		
		I-6530041	201-45110-42602	POOL CHEMICAL CYANURIC ACID	198461	206.00
	PROJ: J50-CHEM		OUTDOOR AQUATIC CENTER	CHEMICALS		
		I-6535938	201-45110-42602	POOL CHEMICAL POOL CHEMICALS	198461	3,931.10
	PROJ: J50-CHEM		OUTDOOR AQUATIC CENTER	CHEMICALS		
01-01590	MCLEOD'S PRINTING					
		I-69058	201-45110-42605	SUPPLIES & MA MEMBERSHIP KEY FOBS	198487	239.00
	PROJ: J50-SM-OFFIC		OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-OFFICE		
01-01830	NORTHWESTERN ENERGY					
		I-2868739-0.08.23	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	198510	5,786.91
	PROJ: J50-ELE/GAS		OUTDOOR AQUATIC CENTER	UTILITIES-ELECTRIC/GAS		
01-02679	MENARD'S INC					
		I-56420	201-45110-42605	SUPPLIES & MA POOL ADAPTOR,PIPE	198489	14.96
	PROJ: J50-SM-GENER		OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL		
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	201-45110-42800	UTILITIES ACCT #00223662-2	198502	1.54
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	13,639.56

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00520	HAWKINS INC					
		I-6530040	201-45140-42602	CHEMICALS CHEMICAL	198461	3,533.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-00537	DAKTRONICS INC					
		I-7043503	201-45140-43400	CAPITAL EQUIP REC CENTER SCOREBOARDS	198438	18,260.00
01-01450	MUTH ELECTRIC INC					
		I-662279	201-45140-42500	REPAIR & MAIN CHECKED ELECTRICAL FOR STEAMER	198505	88.01
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-01490	MUELLER LUMBER CO. INC.					
		I-2022-50 P.E. #6	201-45140-43300	CAPITAL IMPRO 2022-50 P.E. #6	198503	105,490.49
01-01497	GRAINGER					
		I-9779483776	201-45140-42500	REPAIR & MAIN PLEATED AIR FILTER	198457	93.84
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
		I-9783585285	201-45140-42600	SUPPLIES & MA BATTERY	198457	7.51
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-01590	MCLEOD'S PRINTING					
		I-69058	201-45140-42600	SUPPLIES & MA MEMBERSHIP KEY FOBS	198487	239.01
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-01830	NORTHWESTERN ENERGY					
		I-2773861-6.08.23	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	198510	705.91
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02567	S & M PRINTING INC					
		I-80668	201-45140-42600	SUPPLIES & MA FLYERS	198532	50.25
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10611084	201-45140-42602	CHEMICALS LABS	198524	90.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-03279	INTERSTATE GLASS & DOOR					
		I-64153	201-45140-42500	REPAIR & MAIN REC CENTER WEST DOOR ADJUSTMNT	198469	66.33
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING		
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-517854	201-45140-42300	PUBLISHING ADVERTISING	198493	304.20
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-518339	201-45140-42300	PUBLISHING ADVERTISING	198493	35.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-518668	201-45140-42300	PUBLISHING ADVERTISING	198493	250.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-519346	201-45140-42300	PUBLISHING ADVERTISING	198493	223.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		

PACKET : 06572 06573

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
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	201-45140-42800	UTILITIES ACCT #00223662-2	198502	0.17
		I-11000706	201-45140-42800	UTILITIES ACCT #00037690-1	198502	77.45
	PROJ: J09-TV		REC CTR UTILITIES	UTILITIES-TV		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12307104899	201-45140-42300	PUBLISHING ADVERTISING	198533	528.00
	PROJ: J08-KMIT		REC CTR PUBLISHING	PUBLISHING-KMIT		
01-09143	ICAN INC					
		I-105769	201-45140-42300	PUBLISHING ADVERTISING	198466	750.00
	PROJ: J08-ICAN		REC CTR PUBLISHING	PUBLISHING-ICAN		
01-09170	SCHEMMER					
		I-2021-50 P.E. #22	201-45140-43300	CAPITAL IMPRO 2021-50 P.E. #22	198535	110.00
01-09633	STAPLES					
		I-3543273222	201-45140-42600	SUPPLIES & MA MICROFIBER CLOTH	198543	39.69
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1V4Y-GXHT-3N9N	201-45140-42600	SUPPLIES & MA WHEEL CABLE	198405	30.79
	PROJ: J03-SM-EQUIP		REC CTR-WELLNESS/FITNESS	SUPPLIES/MATERIAL-EQUIPMENT		
01-10442	NATURAL FORMULATIONS					
		I-214299	201-45140-42600	SUPPLIES & MA SHAMPOO CONCENTRATE KITS	198507	277.24
	PROJ: J06-SM-JANIT		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL		
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	131,249.89

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		C-1656262	201-45160-42500	REPAIR & MAIN RETURNED SWEEP KIT	198530	294.98-
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-1674517	201-45160-42600	SUPPLIES & MA WIRE FLAGS	198530	7.49
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-1679353	201-45160-42500	REPAIR & MAIN TANK VALVE	198530	5.99
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-01193	KROHMER PLUMBING INC					
		I-74193	201-45160-42500	REPAIR & MAIN VACUUM BREAKER	198478	10.63
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815019342	201-45160-42500	REPAIR & MAIN OIL,AIR FILTERS	198545	209.59
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01202	TK ELECTRIC					
		I-20151	201-45160-42500	REPAIR & MAIN REWIRED LOW VOLTAGE WIRES	198555	71.43
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-01518	VERIZON WIRELESS					
		I-9940768610	201-45160-42800	UTILITIES ACCT #886931646-00001	198563	46.81
01-01830	NORTHWESTERN ENERGY					
		I-2579265-6.07.23	201-45160-42800	UTILITIES 1101 N EDMUNDS PWSP M SHLTR	198510	25.75
	PROJ: H10-42800	MUNROE PARK		UTILITIES		
		I-2585121-3.07.23	201-45160-42800	UTILITIES 313 N HARMON DR	198510	501.26
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2586408-3.07.23	201-45160-42800	UTILITIES TOURNEY HDQT	198510	122.49
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2586410-9.07.23	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	198510	43.87
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2718054-6.07.23	201-45160-42800	UTILITIES 5825 TOWER RD	198510	100.49
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787244-9.07.23	201-45160-42800	UTILITIES D E CONCESSION	198510	108.60
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787247-2.07.23	201-45160-42800	UTILITIES WEST ELEC D E	198510	126.16
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787248-0.07.23	201-45160-42800	UTILITIES WEST ELEC F G	198510	216.00
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787249-8.07.23	201-45160-42800	UTILITIES H I J K SHOP	198510	381.09
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787283-7.07.23	201-45160-42800	UTILITIES SOCCER FIELD	198510	89.59
	PROJ: H03-42800	OLD SOCCER FIELDS		UTILITIES		
		I-2787285-2.07.23	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	198510	77.02
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2825237-7.07.23	201-45160-42800	UTILITIES 1301 N MINNESOTA	198510	366.94
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2920373-4.07.23	201-45160-42800	UTILITIES STAD SCOREBOARD 23	198510	155.22
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01964	DAKOTA SUPPLY GROUP					
		C-S102750296.003	201-45160-42500	REPAIR & MAIN RETURNED FEM,CAP,ACCT 704	198437	12.48-
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		C-S102929591.001	201-45160-42500	REPAIR & MAIN RETURNED KIT REPAIR,ACCT704	198437	573.60-
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-S102750296.005	201-45160-42500	REPAIR & MAIN ADAPTOR FEM, CAP,ACCT 704	198437	12.48
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-S102919596.001	201-45160-42500	REPAIR & MAIN BRASS CLOSET,ACCT 704	198437	18.83
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-S102919791.001	201-45160-42500	REPAIR & MAIN ZURN Z5617,ACCT 704	198437	330.14
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-S102947546.001	201-45160-42500	REPAIR & MAIN PIPE,PENTAGON KEY,ACCT 704	198437	43.28
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-8080-3	201-45160-42600	SUPPLIES & MA PAINT	198541	137.02
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-8157-9	201-45160-42600	SUPPLIES & MA PAINT,BRUSHES,ROLLERS	198541	268.95
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-8169-4	201-45160-42600	SUPPLIES & MA PAINT	198541	57.15
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-56496	201-45160-42600	SUPPLIES & MA LEDS,FILTERS,YARD BLADE	198489	219.27
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-56589	201-45160-42600	SUPPLIES & MA BRUSHES,COVERS,TRAYS	198489	74.42
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-02790	SUN GOLD SPORTS LLC					
		I-22170	201-45160-42650	UNIFORMS SCREEN PRINTING FEE	198549	30.00
01-02804	TMA STORES					
		I-97546	201-45160-42500	REPAIR & MAIN LOOSE TIRE REPAIR	198556	20.80
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-142495	201-45160-42600	SUPPLIES & MA T-PAPER,FOAMING HAND SOAP	198473	254.92
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A547177	201-45160-42600	SUPPLIES & MA NUTS,BOLTS,SCREWDRIVER SET	198554	44.96
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-B277169	201-45160-42500	REPAIR & MAIN PIPE PLUG	198554	5.79
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999515	201-45160-42800	UTILITIES ACCT #00213674-5	198502	21.00
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		

BANK: Multi

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PACKET : 06572 06573

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
=====						
01-02880	THUNE TRUE VALUE & APPL					
	I-A547006		201-45165-42600	SUPPLIES GARBAGE BAGS	198554	19.58
01-03700	CORE-MARK MIDCONTINENT					
	I-1156354-92		201-45165-42610	COST OF GOODS CHIPS,BUNS	198432	100.04
DEPARTMENT 5165 CADWELL CONCESSIONS						TOTAL: 119.62

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-1197	201-45210-42600	SUPPLIES & MA POSTAGE 07.10-31.2023	198525	2.52
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-290558	201-45210-42500	REPAIR & MAIN VOLTAGE REGULATOR	198425	28.99
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-IF6863	201-45210-42600	SUPPLIES & MA SPORTSMAN TANK LEASE	198428	50.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815018965	201-45210-42500	REPAIR & MAIN AIR, OIL FILTERS	198545	132.67
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815019341	201-45210-42500	REPAIR & MAIN RETAINING CLIP,FILTERS,VALVES	198545	677.92
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01518	VERIZON WIRELESS					
		I-9940768610	201-45210-42800	UTILITIES ACCT #886931646-00001	198563	41.81
01-01659	ETHAN COOP LUMBER					
		I-076659	201-45210-42600	SUPPLIES & MA DOORS	198449	950.00
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.08.23	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	198510	256.74
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.08.23	201-45210-42800	UTILITIES 401 S FOSTER TNCT	198510	123.19
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.08.23	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP P SHL	198510	29.49
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.08.23	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	198510	6.90
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573203-3.08.23	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	198510	24.68
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2580826-2.07.23	201-45210-42800	UTILITIES 800 E 11TH AVE	198510	6.97
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-2581610-9.07.23	201-45210-42800	UTILITIES PUBLIC BEACH	198510	59.09
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581644-8.08.23	201-45210-42800	UTILITIES KIWANIS WOODLOT	198510	38.25
	PROJ: H71-42800	KIWANIS WOODLOT		UTILITIES		
		I-2581648-9.07.23	201-45210-42800	UTILITIES ACCESS LOT LITE	198510	6.97
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2581649-7.07.23	201-45210-42800	UTILITIES DAY CAMP	198510	53.16
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.07.23	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK	198510	14.02
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.07.23	201-45210-42800	UTILITIES 1300S ROWLEY ST PARK PIONEER	198510	25.60
	PROJ: H61-42800	PIONEER PARK		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2584526-4.07.23	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	198510	14.99
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2707036-6.08.23	201-45210-42800	UTILITIES W TENNIS COURT 11	198510	173.04
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2787841-2.08.23	201-45210-42800	UTILITIES 421 S FOSTER SHOP	198510	68.75
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2787842-0.08.23	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	198510	10.00
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2810876-9.08.23	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP P SHLTR	198510	54.92
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-3045799-8.07.23	201-45210-42800	UTILITIES 311 1/2 N HARMON	198510	102.70
	PROJ: H66-42800	CAMP ARROYA		UTILITIES		
		I-3600484-4.07.23	201-45210-42800	UTILITIES 745 N HARMON DR	198510	15.31
	PROJ: H76-42800	SANDY BEACH		UTILITIES		
		I-3975323-1.08.23	201-45210-42800	UTILITIES 502 S LAWLER ST	198510	48.14
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10611084	201-45210-42600	SUPPLIES & MA LABS	198524	51.00
	PROJ: H85-42600	LAKE MITCHELL WATER		SUPPLIES-MAINTENANCE		
01-02653	DEPARTMENT OF MOTOR VEH					
		I-08082023	201-45210-42600	SUPPLIES & MA 2015 CHEVY TRUCK TITLE,PLATES	198441	26.70
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-56552	201-45210-42600	SUPPLIES & MA WHITE POLEBARN	198489	10.97
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-02790	SUN GOLD SPORTS LLC					
		I-21817	201-45210-42650	UNIFORMS LOGOD UNIFORM SHIRTS	198549	494.00
01-02804	TMA STORES					
		I-163263	201-45210-42500	REPAIR & MAIN LOOSE TIRE REPAIR	198556	25.62
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-97638	201-45210-42500	REPAIR & MAIN TIRE TUBE INSTALLED	198556	31.23
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-05234	DANIEL FECHNER					
		I-08082023	201-45210-42604	TREES RE-TREE MITCHELL PROGRAM	198450	100.00
	PROJ: H52-42604	FORESTRY		TREES		
01-10154	SCHOENFELDER PORTABLES					
		I-3068	201-45210-42600	SUPPLIES & MA TOILET RENTAL	198536	220.00
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
DEPARTMENT 5210 PARKS					TOTAL:	3,976.34

PACKET : 06572 06573

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-9940768610	201-45220-42800	UTILITIES ACCT #886931646-00001	198563	46.81
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	201-45220-42800	UTILITIES ACCT #00223662-2	198502	1.89
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4275415	201-45220-42600	SUPPLIES & MA KEYBOARD	198468	42.57
		I-IN4276901	201-45220-42600	SUPPLIES & MA DUSTER	198468	8.38
		I-IN4278366	201-45220-42600	SUPPLIES & MA TAPE DISPENSER	198468	2.38
				DEPARTMENT 5220 SUPERVISION	TOTAL:	102.03
				FUND 201 PARK FUND	TOTAL:	156,428.52

PACKET : 06572 06573

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
=====						
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #7	203-45220-42200	PROFESSIONAL 2023-3 P.E. #7	198420	12,625.00
01-09239	MIDWEST LABORATORIES IN					
		I-1145345	203-45220-42550	TESTING LABS	198494	1,267.02
01-09753	STEVE DONOVAN					
		I-2021-14 P.E. #7	203-45220-42200	PROFESSIONAL 2021-14 P.E. #7	198447	2,222.20
DEPARTMENT 5220 LAKE					TOTAL:	16,114.22

FUND 203 LAKE MITCHELL					TOTAL:	16,114.22

PACKET : 06572 06573

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-126901		211-46311-42963	COMMUNITY PRO 6TH STREET PLAZA DRIP IRRIGATN	198488	13,000.00
01-01396	MITCHELL CONVENTION & V					
	I-08012023		211-46311-42960	CONV VISITORS AUG 2023 FUNDING	198499	20,800.00
DEPARTMENT 6311 ENTERTAINMENT TAX						TOTAL: 33,800.00

FUND 211 ENTERTAINMENT TAX						TOTAL: 33,800.00

PACKET : 06572 06573

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
=====						
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2466030723	213-46311-42950	PUBLICATION C ACCT #MP246603-LEGALS	198453	157.34
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						157.34

FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						157.34

01/16/2023 4:29 PM
PACKET : 06572 06573
VENDOR SET: Mult
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02622	SD POLICE CHIEFS ASSN.					
	I-1697	214-43500-42200	PROFESSIONAL	TESTING MATERIALS	198538	570.00
01-02790	SUN GOLD SPORTS LLC					
	I-20976	214-43500-42650	UNIFORMS	UNIFORM EMBROIDERY	198549	100.00
01-04308	SANTEL COMMUNICATIONS C					
	I-11015655	214-43500-42800	UTILITIES - T ACCT #002126223-2		198534	106.16
01-06750	ATV HOLDINGS, LLC dba M					
	I-10999133	214-43500-42800	UTILITIES - T ACCT #00223662-2		198502	27.62
	I-10999897	214-43500-42800	UTILITIES - T ACCT #00024899-5		198502	82.93
01-08252	CORPORATE TRANSLATION S					
	I-247585	214-43500-42200	PROFESSIONAL	TRANSLATION SERVICES	198480	12.54
DEPARTMENT 3500 E-911					TOTAL:	899.25

FUND 214 E-911 EMERGENCY					TOTAL:	899.25

PACKET : 06572 06573

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815019337	218-45150-42600	SUPPLIES & MA AIR & OIL FILTERS	198545	31.68
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01322	LARRY'S I-90 SERVICE IN					
		I-98427	218-45150-42610	GAS OIL TIRES REPLACED TIRE	198481	296.27
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-8439-1	218-45150-42500	REPAIR AND MA PAINT	198541	9.99
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-02679	MENARD'S INC					
		I-57113	218-45150-42600	SUPPLIES & MA ANGLE BROOMS,SCOOPS	198489	118.95
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-06713	SHAH SOFTWARE INC					
		I-2023270	218-45150-42920	COMPUTER SOFT SOFTWARE RENEWAL	198540	23,993.00
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	218-45150-42800	UTILITIES ACCT #00223662-2	198502	0.59
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-09349	HOWES OIL CO					
		I-328426	218-45150-42610	GAS OIL TIRES UNLEADED,ETHYL ALCOHOL FUEL	198465	4,330.80
		I-328426	218-45150-42610	GAS OIL TIRES UNLEADED,ETHYL ALCOHOL FUEL	198465	2,513.32
		I-328427	218-45150-42610	GAS OIL TIRES FUEL	198465	31.10
		I-328442	218-45150-42610	GAS OIL TIRES UNLEADED FUEL	198465	10,224.30
		I-328732	218-45150-42610	GAS OIL TIRES FUEL	198465	2,446.35
		I-329079	218-45150-42610	GAS OIL TIRES FUEL	198465	3,016.05
		I-329079	218-45150-42610	GAS OIL TIRES FUEL	198465	1,153.81
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	48,166.21

PACKET : 06572 06573

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
01-00424	RUNNINGS SUPPLY INC					
		I-1678667	218-45180-42600	SUPPLIES & MA BELT	198530	8.49
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.08.23	218-45180-42800	UTILITIES 300 W 1ST AVE	198510	1,729.47
01-02811	JONES SUPPLIES					
		I-142699	218-45180-42600	SUPPLIES & MA T-PAPER,TOWELS	198473	122.58
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	218-45180-42800	UTILITIES ACCT #00223662-2	198502	0.07
DEPARTMENT 5180 JVCC					TOTAL:	1,860.61

FUND 218 COMMUNITY SERVICES					TOTAL:	50,026.82

PACKET : 06572 06573

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
01-00483	COUNTY FAIR					
		I-08012023	219-45140-42911	CONTRACT SERV JULY 2023 DINE CARDS	198433	1,105.50
01-02878	PALACE TRANSIT					
		I-16815	219-45140-42320	ADVERTISING ADVERTISING	198521	360.00
01-09069	BIG DADDY D'S INC					
		I-835	219-45140-42605	MEAL SUPPLIES TO GO CONTAINERS	198415	149.00
		I-836	219-45140-42911	CONTRACT SERV SR MEALS 07.31-08.04.2023	198415	2,162.40
01-09349	HOWES OIL CO					
		I-328426	219-45140-42610	GAS, OIL, TIR UNLEADED,ETHYL ALCOHOL FUEL	198465	116.58
		I-328442	219-45140-42610	GAS, OIL, TIR UNLEADED FUEL	198465	275.22
		I-329079	219-45140-42610	GAS, OIL, TIR FUEL	198465	81.19
01-09521	OVERTIME					
		I-08022023	219-45140-42911	CONTRACT SERV PARKSTON JULY 2023 SR MEALS	198520	2,515.50
01-10569	THE DUGOUT					
		I-08032023	219-45140-42911	CONTRACT SERV JULY SR MEALS-TRIPP	198448	1,377.00
					DEPARTMENT 5140 NUTRITION	TOTAL: 8,142.39
					FUND 219 NUTRITION	TOTAL: 8,142.39

PACKET : 06572 06573

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
=====						
01-00072	CRAIG KOLLASCH					
		I-08112023	602-381369	REFUNDS AND R TRANSFER FEE REFUND-RURL H2O	198476	50.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 50.00

PACKET : 06572 06573

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
01-00424	RUNNINGS SUPPLY INC					
		I-1678740	602-43330-42600	SUPPLIES & MA PROPANE,OIL	198530	30.97
		I-1684248	602-43330-42600	SUPPLIES & MA ELECTRICAL TAPE	198530	5.98
		I-1684353	602-43330-42600	SUPPLIES & MA EXTENSION CORD	198530	50.00
01-00532	A-OX WELDING SUPPLY CO					
		I-0000289259	602-43330-42600	SUPPLIES & MA CO2 CYLINDER REFILL	198403	19.90
01-01518	VERIZON WIRELESS					
		I-9940768610	602-43330-42800	UTILITIES ACCT #886931646-00001	198563	198.59
01-01964	DAKOTA SUPPLY GROUP					
		I-S102861512.001	602-43330-42600	SUPPLIES & MA DEWATERING PUMP,ACCT700	198437	1,641.17
01-02679	MENARD'S INC					
		I-57234	602-43330-42600	SUPPLIES & MA PRO ALL WEATHER,ROOFING NAILS	198489	149.33
01-04692	B-Y WATER DISTRICT					
		I-06771.08.23	602-43330-42850	B-Y WATER CHA JULY 2023 USAGE	198411	115,378.51
01-07598	AQUA-PURE INC					
		I-MITSD2308	602-43330-42620	CHEMICAL SERV SODIUM TRIPOLYPHOSPHATE	198406	1,237.50
01-08281	ARAMARK					
		I-6380121063	602-43330-42600	SUPPLIES & MA MAT CLEANING	198407	41.07
01-09349	HOWES OIL CO					
		I-328426	602-43330-42610	GAS & FUEL UNLEADED,ETHYL ALCOHOL FUEL	198465	89.22
		I-328427	602-43330-42610	GAS & FUEL FUEL	198465	324.14
		I-328442	602-43330-42610	GAS & FUEL UNLEADED FUEL	198465	210.67
		I-329079	602-43330-42610	GAS & FUEL FUEL	198465	62.14

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 119,439.19

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00066	RION					
		I-CUI1241503	602-43340-42600	SUPPLIES & MA SEAL KIT	198528	176.58
01-00356	QUALIFIED PRESORT					
		I-2279-1197	602-43340-42660	POSTAGE POSTAGE 07.10-31.2023	198525	37.10
01-00424	RUNNINGS SUPPLY INC					
		I-1677749	602-43340-42600	SUPPLIES & MA COUPLING	198530	5.99
		I-1679890	602-43340-42600	SUPPLIES & MA POOL CHLORINE	198530	382.28
01-00525	DAKOTA PUMP INC					
		I-17220	602-43340-42500	REPAIR & MAIN WEST WATER TOWER REPAIR	198436	775.84
01-00786	SOUTH DAKOTA 811					
		I-SD23-01998	602-43340-42200	LOCATES MESSAGE FEES JULY 2023	198542	103.43
01-01199	STURDEVANTS AUTO VALUE					
		I-815019338	602-43340-42600	SUPPLIES & MA OIL FILTER	198545	15.86
01-01239	BUTLER MACHINERY INC					
		I-13PS0075269	602-43340-42600	SUPPLIES & MA GP-BUCK	198422	132.50
01-01830	NORTHWESTERN ENERGY					
		I-2576810-2.08.23	602-43340-42800	UTILITIES 1224 1/2 W 5TH AVE	198510	37.62
01-02143	HDR ENGINEERING INC					
		I-2022-22 P.E. #11	602-43340-42225	PROFESSIONAL 2022-22 P.E. #11	198462	813.75
01-02470	CORE & MAIN LP					
		I-T310545	602-43340-43348	WATER MAIN-RO GASKETS,PIPES,FLANGES,INSERTS	198431	5,984.24
		I-T319937	602-43340-42600	SUPPLIES & MA CHLORINE TABLETS	198431	102.80
		I-T330412	602-43340-42600	SUPPLIES & MA COATED BODY PIPES,BANDS	198431	368.44
01-02679	MENARD'S INC					
		I-56533	602-43340-42600	SUPPLIES & MA SOLUTIONS BLEACH	198489	53.76
01-04740	SDWWA					
		I-2023.3228	602-43340-42700	TRAVEL, CONF SDWWA SIBSON REGISTRATION	198539	130.00
01-06294	BROSZ ENGINEERING INC					
		I-2021-16 P.E. #12	602-43340-43332	WEST HARMON D 2021-16 P.E. #12	198420	1,277.50
01-09349	HOWES OIL CO					
		I-328426	602-43340-42610	GAS & FUEL UNLEADED,ETHYL ALCOHOL FUEL	198465	1,043.55
		I-328426	602-43340-42610	GAS & FUEL UNLEADED,ETHYL ALCOHOL FUEL	198465	278.81
		I-328427	602-43340-42610	GAS & FUEL FUEL	198465	142.30
		I-328442	602-43340-42610	GAS & FUEL UNLEADED FUEL	198465	2,463.64
		I-328732	602-43340-42610	GAS & FUEL FUEL	198465	271.38
		I-329079	602-43340-42610	GAS & FUEL FUEL	198465	726.75

PACKET : 06572 06573

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
01-09349	HOWES OIL CO		continued			
		I-329079	602-43340-42610	GAS & FUEL FUEL	198465	127.99
					DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL: 15,452.11
					FUND 602 WATER	TOTAL: 134,941.30

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PACKET : 06572 06573		
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
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-1197	604-43200-42660	POSTAGE	POSTAGE 07.10-31.2023	198525 31.71
01-00424	RUNNINGS SUPPLY INC					
		C-1670070	604-43200-42600	SUPPLIES	RETURNED SHURFLO DEMAND	198530 189.99-
		I-1684122	604-43200-42600	SUPPLIES	BRASS SHANK	198530 4.99
01-00750	FISHER SCIENTIFIC					
		I-4790790	604-43200-42600	SUPPLIES	CALCUIM CHLORIDE	198451 429.94
		I-4830395	604-43200-42600	SUPPLIES	SULFATE	198451 81.14
		I-5165402	604-43200-42600	SUPPLIES	DISSOLVED OXYGEN PROBES	198451 1,698.45
		I-5165403	604-43200-42600	SUPPLIES	FLASK FILTERING	198451 189.39
01-01020	CENTRAL ELECTRIC COOPER					
		I-12550001.08.23	604-43200-42800	UTILITIES	41151 256TH ST	198426 10,524.00
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV392351	604-43200-42600	SUPPLIES	12-VOLT HEAVY DUTY	198566 514.98
01-01199	STURDEVANTS AUTO VALUE					
		I-815020184	604-43200-42600	SUPPLIES	AIR,OIL FILTERS	198545 31.68
01-01518	VERIZON WIRELESS					
		I-9940768610	604-43200-42800	UTILITIES	ACCT #886931646-00001	198563 46.81
01-02143	HDR ENGINEERING INC					
		I-2021-31 P.E. #29	604-43200-43300	NORTH PLANT I	2021-31 P.E. #29	198462 37,138.25
		I-2022-1 P.E. #7	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #7	198462 26,912.50
01-02372	AGRONOMY PLUS INC					
		I-19328	604-43200-42600	SUPPLIES	GENERIC ROUNDUP	198404 140.00
01-04740	SDWWA					
		I-2023.1218	604-43200-42700	TRAVEL, CONF,	SDWWA VERMEULEN REGISTRATION	198539 130.00
		I-2023.3818	604-43200-42700	TRAVEL, CONF,	SDWWA HOLLEMAN REGISTRATION	198539 130.00
01-09349	HOWES OIL CO					
		I-328426	604-43200-42610	GAS & FUEL	UNLEADED,ETHYL ALCOHOL FUEL	198465 168.24
		I-328426	604-43200-42610	GAS & FUEL	UNLEADED,ETHYL ALCOHOL FUEL	198465 781.50
		I-328442	604-43200-42610	GAS & FUEL	UNLEADED FUEL	198465 397.18
		I-328732	604-43200-42610	GAS & FUEL	FUEL	198465 760.68
		I-329079	604-43200-42610	GAS & FUEL	FUEL	198465 117.16
		I-329079	604-43200-42610	GAS & FUEL	FUEL	198465 358.77
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	80,397.38

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER'S SEWER CLEANING					
	I-31694	604-43250-43317	CIPP	1ST & MAIN SEWER MAINS CLNOUT	198414	9,567.00
01-00424	RUNNINGS SUPPLY INC					
	I-1682221	604-43250-42600	SUPPLIES	ANCHORS,CABLE TIES,PASTE	198530	140.29
01-00525	DAKOTA PUMP INC					
	I-17159	604-43250-42600	SUPPLIES	PHASE MONITOR	198436	129.24
	I-17193	604-43250-42500	REPAIRS	RELAYS REPLACED FLOAT BACKUP	198436	821.19
	I-17194	604-43250-42500	REPAIRS	MAUI ISLAND FLOAT BACKUP	198436	191.33
01-00786	SOUTH DAKOTA 811					
	I-SD23-01998	604-43250-42200	PROFESSIONAL	MESSAGE FEES JULY 2023	198542	103.42
01-01020	CENTRAL ELECTRIC COOPER					
	I-12552001.08.23	604-43250-42800	UTILITIES	2824 S CAPITAL ST	198426	251.00
01-01404	MITCHELL IRON & SUPPLY					
	I-80161	604-43250-42600	SUPPLIES	HOSE ENDS,HYDRAULIC HOSE	198500	213.88
01-01830	NORTHWESTERN ENERGY					
	I-3907866-2.07.23	604-43250-42800	UTILITIES	1040 N HARMON DR	198510	130.33
01-01964	DAKOTA SUPPLY GROUP					
	I-S102314581.001	604-43250-42600	SUPPLIES	TEST BALL PLG,ACCT 2668	198437	93.72
01-02143	HDR ENGINEERING INC					
	I-2022-22 P.E. #11	604-43250-42200	PROFESSIONAL	2022-22 P.E. #11	198462	813.75
01-06294	BROSZ ENGINEERING INC					
	I-2021-16 P.E. #12	604-43250-43339	WEST HARMON U 2021-16 P.E. #12		198420	1,277.50
01-09349	HOWES OIL CO					
	I-328426	604-43250-42610	GAS	UNLEADED,ETHYL ALCOHOL FUEL	198465	116.29
	I-328427	604-43250-42610	GAS	FUEL	198465	124.58
	I-328442	604-43250-42610	GAS	UNLEADED FUEL	198465	274.55
	I-329079	604-43250-42610	GAS	FUEL	198465	80.99
DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:						14,329.06

FUND 604 SEWER TOTAL:						94,726.44

PACKET : 06572 06573

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	
01-00424	RUNNINGS SUPPLY INC						
		I-1681978	606-43500-42600	SUPPLIES & MA ROUNDUP PROMAX	198530	199.98	
01-01518	VERIZON WIRELESS						
		I-9940768610	606-43500-42800	UTILITIES ACCT #886931646-00001	198563	46.81	
01-06750	ATV HOLDINGS, LLC dba M						
		I-10999816	606-43500-42800	UTILITIES ACCT #00248999-0	198502	72.95	
01-09349	HOWES OIL CO						
		I-328426	606-43500-42610	GAS & OIL UNLEADED,ETHYL ALCOHOL FUEL	198465	11.66	
		I-328442	606-43500-42610	GAS & OIL UNLEADED FUEL	198465	27.52	
		I-329079	606-43500-42610	GAS & OIL FUEL	198465	8.13	
			DEPARTMENT 3500	AIRPORT	TOTAL:	367.05	
			FUND	606	AIRPORT	TOTAL:	367.05

PACKET : 06572 06573

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
01-02484	DARRINGTON WATER COND					
		I-60160.07.23	612-43220-42500	REPAIR & MAIN COOLER RENT	198439	12.00
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	12.00

PACKET : 06572 06573

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-1-624970	612-43230-42500	REPAIRS	SANITATION TRUCKS REPAIRS	198458	3,497.20
01-00356	QUALIFIED PRESORT					
	I-2279-1197	612-43230-42660	POSTAGE	POSTAGE 07.10-31.2023	198525	31.71
01-01199	STURDEVANTS AUTO VALUE					
	I-815020183	612-43230-42600	SUPPLIES	OIL FLEET	198545	61.11
01-01830	NORTHWESTERN ENERGY					
	I-2576522-3.08.23	612-43230-42800	UTILITIES	1404 W 5TH AVE SHED	198510	36.73
01-02109	JABR TRUCKING LLC					
	I-2777	612-43230-42500	REPAIRS	TOWING GARBAGE TRUCK	198471	1,635.00
01-02653	DEPARTMENT OF MOTOR VEH					
	I-08072023	612-43230-42600	SUPPLIES	2023 FREIGHTLINER TURCK TITLE	198441	26.70
01-09349	HOWES OIL CO					
	I-328426	612-43230-42610	GAS & OIL	UNLEADED,ETHYL ALCOHOL FUEL	198465	6,402.78
	I-328427	612-43230-42610	GAS & OIL	FUEL	198465	46.30
	I-328732	612-43230-42610	GAS & OIL	FUEL	198465	6,232.18
	I-329079	612-43230-42610	GAS & OIL	FUEL	198465	2,939.37
01-10593	SUMMIT SAFETY, LLC dba					
	I-430308A	612-43230-42650	UNIFORMS	TSHIRTS,SWEATSHIRTS,HOODIES	198548	179.67
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	21,088.75

PACKET : 06572 06573

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
01-00436	CHS FARMERS ALLIANCE					
		I-IF6635	612-43240-42610	GAS & OIL	LANDFILL RUBY FIELDMASTER	198428 1,071.92
		I-IY6531	612-43240-42600	SUPPLIES	LANDFILL DEF	198428 137.80
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.08.23	612-43240-42800	UTILITIES	ACCT #13061001	198426 834.40
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV386139	612-43240-42600	SUPPLIES	TAIL SPOUT,EXHAUST ELBOWS	198566 90.37
		I-INV386286	612-43240-42600	SUPPLIES	MASTER DISCONNECT SWITCH	198566 48.62
		I-INV388876	612-43240-42600	SUPPLIES	LINER CLAMP	198566 2.86
01-01199	STURDEVANTS AUTO VALUE					
		I-815019739	612-43240-42600	SUPPLIES	BATTERIES	198545 556.92
		I-815020180	612-43240-42600	SUPPLIES	BACK-UP ALARM,AIR FILTERS	198545 206.84
01-01404	MITCHELL IRON & SUPPLY					
		I-80103	612-43240-42600	SUPPLIES	ADAPTER	198500 44.03
		I-80107	612-43240-42600	SUPPLIES	ADAPTOR	198500 10.68
01-02484	DARRINGTON WATER COND					
		I-49197.07.23	612-43240-42500	REPAIR AND MA COOLER RENT	198439	50.70
01-09349	HOWES OIL CO					
		I-328426	612-43240-42610	GAS & OIL	UNLEADED,ETHYL ALCOHOL FUEL	198465 105.49
		I-328426	612-43240-42610	GAS & OIL	UNLEADED,ETHYL ALCOHOL FUEL	198465 2,628.24
		I-328427	612-43240-42610	GAS & OIL	FUEL	198465 8,532.57
		I-328442	612-43240-42610	GAS & OIL	UNLEADED FUEL	198465 249.05
		I-328732	612-43240-42610	GAS & OIL	FUEL	198465 2,558.21
		I-329079	612-43240-42610	GAS & OIL	FUEL	198465 73.47
		I-329079	612-43240-42610	GAS & OIL	FUEL	198465 1,206.57
01-10554	MIDWEST OIL COMPANY					
		I-1024019	612-43240-42600	SUPPLIES	MULTI-PURPOSE ATF	198495 1,012.40
01-10593	SUMMIT SAFETY, LLC dba					
		I-429773C	612-43240-42650	UNIFORMS	HOODIES	198548 307.80
DEPARTMENT 3240 LANDFILL					TOTAL:	19,728.94

FUND 612 SANITATION					TOTAL:	40,829.69

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00067	FOUR 13 LLC					
		I-08082023	613-45650-42905	ENTERTAINMENT MICHAEL RAY FESTIVAL CONCERT	198454	40,000.00
	PROJ: W03-42905		CORN PALACE FESTIVAL-2019	ENTERTAINMENT		
01-00068	DOGWOOD ENTERTAINMENT L					
		I-08082023	613-45650-42905	ENTERTAINMENT DYLAN MARLOWE FESTIVAL CONCERT	198446	15,000.00
	PROJ: W03-42905		CORN PALACE FESTIVAL-2019	ENTERTAINMENT		
01-00069	BROADWAY'S ROCK OF AGES					
		I-08102023	613-45650-42905	ENTERTAINMENT ROCK OF AGES-CONCERT PERFRMNC	198419	25,000.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-00070	KARTER KENIS & THE SMOK					
		I-08082023	613-45650-42905	ENTERTAINMENT FESTIVAL PERFORMANCE	198474	800.00
	PROJ: W03-42905		CORN PALACE FESTIVAL-2019	ENTERTAINMENT		
01-00071	SWEDISH MEATBALL					
		I-08092023	613-45650-42905	ENTERTAINMENT FESTIVAL PLAZA PERFORMANCE	198550	650.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-00356	QUALIFIED PRESORT					
		I-2279-1197	613-45650-42660	SHIPPING/POST POSTAGE 07.10-31.2023	198525	4.41
01-01199	STURDEVANTS AUTO VALUE					
		I-815018055	613-45650-42500	REPAIRS & MAI TENSIONER,BELT DRIVE,FILTERS	198545	211.64
01-01590	MCLEOD'S PRINTING					
		I-69064	613-45650-42320	ADVERTISING/P FESTIVAL POSTERS	198487	149.90
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.08.23	613-45650-42800	UTILITIES 600 N MAIN ST	198510	171.44
		I-2587292-0.07.23	613-45650-42800	UTILITIES 600 N MAIN ST	198510	7,855.91
		I-3219913-5.06.23	613-45650-42800	UTILITIES 617 N MAIN	198510	10.00
		I-3458684-2.06.23	613-45650-42850	CP PLAZA UTIL 6TH AVE PARK	198510	60.02
01-02679	MENARD'S INC					
		I-56373	613-45650-42600	SUPPLIES & MA LEDS	198489	14.99
		I-56856	613-45650-42600	SUPPLIES & MA LEDS,CABLE TIES	198489	63.90
01-02790	SUN GOLD SPORTS LLC					
		I-21982	613-45650-42907	PRE-STURGIS P AWARDS	198549	708.00
		I-21983	613-45650-42905	ENTERTAINMENT STATE PEDAL PULL AWARDS	198549	873.00
01-02811	JONES SUPPLIES					
		I-142428	613-45650-42600	SUPPLIES & MA SOAP,LAUNDRY DETERGENT,TOWELS	198473	413.19
		I-142546	613-45650-42600	SUPPLIES & MA NAPKINS,LINERS,TOWELS	198473	185.39
		I-142547	613-45650-42600	SUPPLIES & MA HAND SOAP,CLEANERS,LINERS	198473	629.64
		I-142652	613-45650-42600	SUPPLIES & MA URINAL SCREENS,T-PAPER,TOWELS	198473	201.72

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03700	CORE-MARK	MIDCONTINENT				
		C-1131418	613-45650-42610	COST OF GOODS RETURNED CANDY	198432	115.67-
		C-1144937	613-45650-42610	COST OF GOODS RETURNED EGGS	198432	50.27-
		C-1148033	613-45650-42610	COST OF GOODS RETURNED MUFFINS	198432	21.80-
		I-1106084-90	613-45650-42610	COST OF GOODS CANDY,DEGREASER,CHIPS,BEEF JRK	198432	2,131.90
		I-1143982-72	613-45650-42610	COST OF GOODS POPCORN BAGS	198432	529.80
		I-1143983-90	613-45650-42610	COST OF GOODS KETCHUP,MUSTARD,OIL,ICE CREAM	198432	1,742.41
		I-1156353-90	613-45650-42610	COST OF GOODS MUFFINS, BARS,CANDY,CORNNUTS	198432	3,357.47
01-04165	C & D PEDAL PULLS, INC.					
		I-08082023	613-45650-42905	ENTERTAINMENT PALACE CITY PEDAL PULL	198423	510.00
01-04197	UNITED RENTALS (NORTH A					
		I-222014276-001	613-45650-42500	REPAIRS & MAI SCISSOR LIFT MAINTENANCE	198561	1,912.77
01-04352	UPS STORE #4227					
		I-07242023	613-45650-42660	SHIPPING/POST POSTAGE	198562	18.51
01-04537	PORTER DISTRIBUTING CO					
		I-208187	613-45650-42615	COGS-ALCOHOL SUITCASES OF BEER	198522	177.20
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-519223	613-45650-42320	ADVERTISING/P ADVERTISING	198493	850.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
		I-BIL-519225	613-45650-42320	ADVERTISING/P ADVERTISING	198493	600.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-05892	GAYLEN'S GOURMET POPCOR					
		I-1317	613-45650-42610	COST OF GOODS CARAMEL POPCORN	198456	1,735.20
01-06656	PREMIER PEST CONTROL LL					
		I-50529	613-45650-42600	SUPPLIES & MA JULY PEST CONTROL	198523	200.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-10999133	613-45650-42800	UTILITIES ACCT #00223662-2	198502	3.84
01-07344	CHESTERMAN COMPANY					
		I-11069972	613-45650-42610	COST OF GOODS GOLD PEAK TEA,SPARKLING PLB	198427	270.75
		I-11080842	613-45650-42610	COST OF GOODS POP,MONSTERS,SWEET TEA,BIBS	198427	1,191.85
01-07457	PHIL BAKER					
		I-08102023	613-45650-42905	ENTERTAINMENT PHIL BAKER-PLAZA PERFORMANCE	198413	850.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-07473	BILLY LURKEN					
		I-08092023	613-45650-42905	ENTERTAINMENT FESTIVAL PLAZE PERFORMANCE	198416	250.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-07716	SAGA COMMUNICATIONS OF					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07716	SAGA COMMUNICATIONS OF	continued				
		I-MCC-12307104909	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	198533	1,302.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-08281	ARAMARK					
		I-6380118732	613-45650-42600	SUPPLIES & MA MAT, TABLECLOTH CLEANING	198407	33.66
01-09314	REPUBLIC NATIONAL DISTR					
		I-1853021	613-45650-42615	COGS-ALCOHOL WHISKEY, VODKA, RUM	198527	1,098.00
01-09349	HOWES OIL CO					
		I-328426	613-45650-42620	GAS & FUEL UNLEADED, ETHYL ALCOHOL FUEL	198465	115.63
		I-328442	613-45650-42620	GAS & FUEL UNLEADED FUEL	198465	272.98
		I-329079	613-45650-42620	GAS & FUEL FUEL	198465	80.52
01-09506	GUILTY PLEASURES ORCHES					
		I-08082023	613-45650-42905	ENTERTAINMENT FESTIVAL PERFORMANCE	198459	2,500.00
	PROJ: W03-42905	CORN PALACE FESTIVAL-2019		ENTERTAINMENT		
01-09789	ELIZABETH MORRISON					
		I-08082023	613-45650-42905	ENTERTAINMENT FESTIVAL PERFORMANCE	198485	250.00
	PROJ: W03-42905	CORN PALACE FESTIVAL-2019		ENTERTAINMENT		
01-10154	SCHOENFELDER PORTABLES					
		I-3112	613-45650-42907	PRE-STURGIS P PRE-STURGIS TOILETS, SINKS	198536	1,500.00
01-10254	LEIGHTON FAMILY FARMS					
		I-826	613-45650-42610	COST OF GOODS POPCORN	198483	875.00
01-10353	DIMOCK DAIRY INC					
		I-23072052	613-45650-42610	COST OF GOODS CHEESE VARIETIES	198443	333.00
01-10541	BUILDERS FIRST SOURCE					
		I-66845249	613-45650-42600	SUPPLIES & MA STAPLES	198421	525.00
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-10542	OUTSOUND PRODUCTIONS LL					
		I-08152023	613-45650-42905	ENTERTAINMENT LIGHT, SOUND FESTIVAL SHOWS	198518	17,737.63
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-10597	AARON HIEB					
		I-08142023	613-45650-42907	PRE-STURGIS P PRE STURGIS POSTAGE REIMBRSD	198464	17.49
DEPARTMENT 5650 CORN PALACE					TOTAL:	135,788.02

FUND 613 CORN PALACE					TOTAL:	135,788.02

PACKET : 06572 06573

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
01-00436	CHS FARMERS ALLIANCE					
		I-IF6630	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED GAS	198428	1,083.89
		I-IF6631	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	198428	806.25
		I-IF6632	614-45250-42610	GAS & FUEL GOLF UNLEADED GAS	198428	313.92
01-00525	DAKOTA PUMP INC					
		I-17219	614-45250-42500	REPAIR & MAIN REPAIR CLA-VAL	198436	6,265.97
01-01355	MIDWEST TURF & IRRIGATI					
		I-3916224-00	614-45250-42600	SUPPLIES & MA BALL JOINT	198496	33.97
01-01518	VERIZON WIRELESS					
		I-9940768610	614-45250-42800	UTILITIES ACCT #886931646-00001	198563	41.81
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670213514	614-45250-42800	UTILITIES ACCT #026306702	198492	113.39
01-02840	TESSIER'S INC					
		I-TES077385	614-45250-42500	REPAIR & MAIN LAKEVIEW WEST A/C REPAIR	198551	218.88
01-04352	UPS STORE #4227					
		I-08042023	614-45250-42500	REPAIR & MAIN POSTAGE	198562	22.86
01-07716	SAGA COMMUNICATIONS OF					
		I-IN-12307105068	614-45250-42300	PUBLISHING ADVERTISING	198533	225.00
01-09338	NEW TEC INC					
		I-NSF-201986	614-45250-42500	REPAIR & MAIN BOOM LIFT,FILTERS,OIL	198508	193.75
DEPARTMENT 5250 GOLF COURSE					TOTAL:	9,319.69
FUND 614 GOLF COURSE					TOTAL:	9,319.69

PACKET : 06572 06573

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
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.07.23	619-45220-42800	UTILITIES 2601 N MAIN ST	198510	1,929.24
		I-3394130-3.07.23	619-45220-42800	UTILITIES 2601 N MAIN ST TR	198510	82.96
		I-3988458-0.07.23	619-45220-42800	UTILITIES 2601 N MAIN ST SHWR	198510	26.88
01-02051	MIDCONTINENT COMMUNICAT					
		I-12860920413496	619-45220-42800	UTILITIES ACCT #128609204	198492	127.86
01-02679	MENARD'S INC					
		I-56557	619-45220-42500	REPAIR & MAIN CLEANOUT PLUG	198489	29.88
01-06750	ATV HOLDINGS, LLC dba M					
		I-11000983	619-45220-42800	UTILITIES ACCT #00028238-4	198502	72.95
DEPARTMENT 5220 CAMPGROUND					TOTAL:	2,269.77
FUND 619 CAMPGROUND					TOTAL:	2,269.77

PACKET : 06572 06573

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
01-00532	A-OX WELDING SUPPLY CO					
		I-0000289263	621-44600-42600	SUPPLIES MEDICAL CYLINDER REFILL	198403	46.15
01-00894	AVERA QUEEN OF PEACE HO					
		I-3408	621-44600-42600	SUPPLIES SYRINGES,MEDICATIONS	198410	678.72
01-01518	VERIZON WIRELESS					
		I-9940768610	621-44600-42800	UTILITIES ACCT #886931646-00001	198563	98.68
01-02679	MENARD'S INC					
		I-56812	621-44600-42600	SUPPLIES SEAT COVERS,SLIDERS	198489	9.99
		I-56825	621-44600-42600	SUPPLIES PAINT,PAINT SUPPLIES	198489	70.86
		I-56876	621-44600-42600	SUPPLIES GARBAGE BAGS	198489	26.94
		I-56901	621-44600-42600	SUPPLIES DOWEL,BRACE	198489	17.70
01-02700	HENRY SCHEIN INC					
		I-47496854	621-44600-42600	SUPPLIES COMPRESSES,SYRINGES,BANDAGES	198463	521.51
		I-47575315	621-44600-42600	SUPPLIES SYRINGES	198463	7.39
01-02811	JONES SUPPLIES					
		I-142619	621-44600-42600	SUPPLIES ROLL TOWEL,TISSUE PAPER	198473	291.84
01-08340	LEWIS FAMILY DRUG LLC					
		I-224811	621-44600-42600	SUPPLIES TEST STRIPS	198484	29.91
01-09349	HOWES OIL CO					
		I-328426	621-44600-42610	GAS & OIL UNLEADED,ETHYL ALCOHOL FUEL	198465	258.99
		I-328426	621-44600-42610	GAS & OIL UNLEADED,ETHYL ALCOHOL FUEL	198465	477.18
		I-328442	621-44600-42610	GAS & OIL UNLEADED FUEL	198465	611.40
		I-328732	621-44600-42610	GAS & OIL FUEL	198465	464.47
		I-329079	621-44600-42610	GAS & OIL FUEL	198465	180.36
		I-329079	621-44600-42610	GAS & OIL FUEL	198465	219.06
DEPARTMENT 4600 EMS					TOTAL:	4,011.15

FUND 621 EMERGENCY MEDICAL SERVICE					TOTAL:	4,011.15

PACKET : 06572 06573

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00065	PATTI HALEY					
		I-08012023	700-45300-42900	BID DEPOSITS REFUND HYDRANT DEPOSIT	198460	2,000.00
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	2,000.00
				FUND 700 AGENCY FUNDS	TOTAL:	2,000.00
					REPORT GRAND TOTAL:	1,117,859.39

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023-2024	101-41110-42300	LEGAL PUBLICATIONS	613.24	18,000	12,329.17				
	101-41210-42800	UTILITIES-TELEPHONE	46.87	750	421.91				
	101-41220-42600	SUPPLIES & MATERIALS	40.98	500	308.58				
	101-41220-42800	UTILITIES-TELEPHONE	0.16	250	150.80				
	101-41230-42800	UTILITIES-TELEPHONE	0.20	250	154.84				
	101-41230-42920	SPORTS AUTHORITY PROMOTION	6,050.00	80,000	10,435.00				
	101-41410-42200	PROFESSIONAL SERVICES	288.00	10,000	7,864.00				
	101-41410-42610	WEST GROUP LAW DATABASE	800.80	14,000	7,384.57				
	101-41410-42810	UTILITIES-TELEPHONE	0.53	100	94.17				
	101-41420-42600	SUPPLIES & MATERIALS	261.66	3,000	1,165.36				
	101-41420-42800	UTILITIES - TELEPHONE	4.76	260	138.10				
	101-41440-42210	PROFESSIONAL SERVICES	303.00	9,500	6,238.00				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	2,258.00	29,900	625.30-	Y			
	101-41440-42600	SUPPLIES & MATERIALS	145.98	1,500	776.79				
	101-41440-42800	UTILITIES	0.85	250	146.94				
	101-41920-42520	REPAIR-CITY HALL	457.43	3,100	877.86-	Y			
	101-41920-42620	SUPPLIES-CITY HALL	44.25	1,750	2,398.95-	Y			
	101-41920-42811	UTILITIES-CITY HALL	1,455.19	21,000	10,522.61				
	101-41920-43410	REPAIRS-CITY HALL	150.50	0	1,530.80-	Y			
	101-41935-42600	SUPPLIES	73.72	4,000	3,690.95				
	101-41935-42615	POSTAGE	276.34	8,000	4,100.82				
	101-41935-42850	UTILITIES/TELEPHONE	2,300.31	30,200	11,824.66				
	101-41935-42920	COMPUTER SOFTWARE	9,860.68	110,355	8,600.07-	Y			
	101-41935-43511	COMPUTER SOFTWARE	585.00	26,638	17,609.33				
	101-42110-42200	PROFESSIONAL SERVICES	207.38	16,030	9,754.93				
	101-42110-42500	REPAIR & MAINTENANCE	892.56	100,647	75,887.74				
	101-42110-42600	SUPPLIES	95.92	45,275	8,734.24-	Y			
	101-42110-42610	GAS OIL TIRES	15,304.31	60,000	3,861.55				
	101-42110-42640	UNIFORM ALLOWANCE	12.00	7,000	3,315.90				
	101-42110-42700	TRAVEL, CONF & DUES	212.00	23,000	4,076.60				
	101-42110-42800	TELEPHONE	22.15	15,000	6,874.96				
	101-42110-42810	UTILITIES	42.61	4,000	805.18-	Y			
	101-42130-42520	EMERGENCY SIREN UTILITIES	23.57	2,700	1,204.96				
	101-42130-42530	TRAFFIC LIGHTS MAINT	747.61	11,500	2,182.18				
	101-42130-42545	PAINT	3,595.24	16,000	879.62-	Y			
	101-42130-42600	SUPPLIES	812.69	3,000	2,079.86-	Y			
	101-42130-42610	GAS, OIL, TIRES	653.44	4,000	423.87-	Y			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	316.40	38,500	18,096.88				
	101-42130-42820	TELEPHONE	93.62	1,200	544.06				
	101-42130-42835	UTILITIES-STREET LIGHTS	17,831.29	240,000	100,846.36				
	101-42200-42600	SUPPLIES	26.00	23,450	11,173.63				
	101-42200-42610	GAS & OIL	2,491.21	8,500	866.52				
	101-42200-42800	TELEPHONE	2.56	2,000	353.64				
	101-42200-43300	IMPROV OTHER THAN BLDGS	15,142.00	38,742	23,600.00				
	101-43100-42500	REPAIRS	663.97	16,000	9,370.60				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-43100-42600	SUPPLIES	12,650.26	131,700	10,245.53-	Y			
	101-43100-42610	GAS	18,582.19	97,000	15,536.74				
	101-43100-42620	ASPHALT MIX	2,914.16	120,000	94,040.26				
	101-43100-42650	UNIFORMS	1,046.34	3,750	2,170.31				
	101-43100-42800	UTILITIES	782.93	15,000	3,086.42				
	101-43100-43421	FUEL SYSTEM UPGRADE	216,000.00	500,000	280,300.00				
	101-43110-42200	PROFESSIONAL SERVICES	2,330.00	120,000	105,480.00				
	101-43110-42600	SUPPLIES	92.96	4,000	103.82				
	101-43110-42610	GAS	2,305.54	6,000	742.34-	Y			
	101-43110-42750	PLANNING COMMISSION EXPENS	47.94	1,000	376.78				
	101-43110-42800	UTILITIES	86.33	2,500	1,470.18				
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	6,615.89				
	101-43120-42200	PROF SERVICES-DESIGN	120.00	145,800	130,919.00				
	101-43120-42520	HAZARDOUS SIDEWALK REPAIR	15,374.00	25,000	9,626.00				
	101-43120-42521	SIDEWALK CONSTRUCT	21,395.00	75,000	53,055.00				
	101-43120-42670	CHIP SEAL AGGREGATE	40,350.41	77,000	176,424.24-	Y			
	101-43120-42680	CHIP SEAL ASPHALT	1,043.90	270,000	214,269.09				
	101-43120-43300	STREET OVERLAY MAINT	2,595.92	1,292,000	703,411.92				
	101-43120-43325	NORWAY/ROWLEY SIDEWALK	740.10	720,000	716,784.60				
	101-43150-42600	SUPPLIES & MATERIALS	543.96	10,000	4,795.81				
	101-43700-42500	REPAIR & MAINTENANCE	370.95	3,000	2,193.56				
	101-43700-42510	HEADSTONE REPAIR & MAINTEN	165.00	1,000	835.00				
	101-43700-42600	SUPPLIES & MATERIALS	303.00	16,000	5,036.14				
	101-43700-42610	GAS & FUEL	1,120.18	10,000	5,294.19				
	101-43700-42800	UTILITIES	71.48	5,000	1,947.47				
	101-44120-42800	UTILITIES-POUND	40.90	4,000	2,779.86				
	101-44120-42900	IMPOUNDING DOGS	900.00	14,700	4,579.81				
	101-45500-42600	SUPPLIES & MATERIALS	27.71	12,500	5,095.65				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	156.87	17,151	6,207.72				
	101-45500-42800	UTILITIES	75.74	41,100	14,003.00				
	101-45500-43420	BOOKS	556.69	47,000	23,114.52				
	101-45500-43421	AUDIO-VISUAL	34.99	8,500	6,369.87				
	201-45110-42602	POOL CHEMICALS	7,597.15	40,000	2,909.92-	Y			
	201-45110-42605	SUPPLIES & MAT-AQUATICS	253.96	5,500	1,834.04				
	201-45110-42800	UTILITIES	1.54	400	209.09				
	201-45110-42850	UTILITIES-AQUATICS	5,786.91	52,250	35,065.65				
	201-45140-42300	PUBLISHING	2,090.20	45,660	15,040.35				
	201-45140-42500	REPAIR & MAINTENANCE	248.18	33,000	23,990.99				
	201-45140-42600	SUPPLIES & MATERIALS	644.49	29,971	16,360.23				
	201-45140-42602	CHEMICALS	3,623.00	16,000	2,779.17				
	201-45140-42800	UTILITIES	783.53	185,000	87,717.09				
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	105,600.49	731,309	190,572.26				
	201-45140-43400	CAPITAL EQUIPMENT	18,260.00	115,260	27,736.94-	Y			
	201-45160-42500	REPAIR & MAINTENANCE	351.15	60,498	29,654.92				
	201-45160-42600	SUPPLIES & MATERIALS	1,091.16	57,113	26,695.83				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG		ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	201-45160-42610	GAS & FUEL	3,486.48	13,500	3,390.51			
	201-45160-42650	UNIFORMS	30.00	1,400	1,035.62			
	201-45160-42800	UTILITIES	2,382.29	128,520	45,274.95			
	201-45165-42600	SUPPLIES	19.58	1,000	741.95			
	201-45165-42610	COST OF GOODS SOLD	100.04	27,000	5,995.20-	Y		
	201-45210-42500	REPAIR & MAINTENANCE	896.43	41,500	10,558.55			
	201-45210-42600	SUPPLIES & MATERIALS	1,311.19	64,600	17,747.15			
	201-45210-42604	TREES	100.00	3,000	2,375.56			
	201-45210-42650	UNIFORMS	494.00	2,100	606.42			
	201-45210-42800	UTILITIES	1,174.72	54,700	38,137.78			
	201-45220-42600	SUPPLIES & MATERIALS	53.33	1,900	1,520.40			
	201-45220-42800	UTILITIES	48.70	640	298.45			
	203-45220-42200	PROFESSIONAL SERVICES	14,847.20	415,204	155,680.14-	Y		
	203-45220-42550	TESTING	1,267.02	7,200	4,842.62			
	211-46311-42960	CONV VISITORS BUR	20,800.00	250,000	83,600.00			
	211-46311-42963	COMMUNITY PROJECTS	13,000.00	246,928	231,428.00			
	213-46311-42950	PUBLICATION COSTS	157.34	1,500	1,342.66			
	214-43500-42200	PROFESSIONAL SERVICES	582.54	1,445	540.50			
	214-43500-42650	UNIFORMS	100.00	1,670	550.00			
	214-43500-42800	UTILITIES - TELEPHONE	216.71	3,154	1,141.03			
	218-45150-42500	REPAIR AND MAINTENANCE	9.99	11,500	4,852.34			
	218-45150-42600	SUPPLIES & MATERIALS	150.63	10,300	6,344.84			
	218-45150-42610	GAS OIL TIRES	24,012.00	60,000	17,104.60-	Y		
	218-45150-42800	UTILITIES	0.59	1,553	870.02			
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	23,993.00	35,660	8,463.24			
	218-45180-42600	SUPPLIES & MATERIALS	131.07	6,500	3,993.75			
	218-45180-42800	UTILITIES	1,729.54	28,980	14,217.54			
	219-45140-42320	ADVERTISING	360.00	400	40.00			
	219-45140-42605	MEAL SUPPLIES	149.00	4,000	3,736.19			
	219-45140-42610	GAS, OIL, TIRES	472.99	1,800	86.47			
	219-45140-42911	CONTRACT SERVICES-MEALS	7,160.40	196,710	87,188.91			
	602-381369	REFUNDS AND REI*NON-EXPENS	50.00	0	167.91-			
	602-43330-42600	SUPPLIES & MATERIALS	1,938.42	17,500	2,919.66			
	602-43330-42610	GAS & FUEL	686.17	2,200	151.63-	Y		
	602-43330-42620	CHEMICAL SERVICE CONTRACT	1,237.50	30,000	24,262.50			
	602-43330-42800	UTILITIES	198.59	160,000	96,400.05			
	602-43330-42850	B-Y WATER CHARGES	115,378.51	925,000	352,207.57			
	602-43340-42200	LOCATES	103.43	2,000	1,413.57			
	602-43340-42225	PROFESSIONAL SERVICES	813.75	35,219	10,294.32			
	602-43340-42500	REPAIR & MAINTENANCE	775.84	11,000	8,282.52			
	602-43340-42600	SUPPLIES & MATERIALS	1,238.21	118,000	44,840.42-	Y		
	602-43340-42610	GAS & FUEL	5,054.42	10,000	3,863.19-	Y		
	602-43340-42660	POSTAGE	37.10	9,000	4,017.73			
	602-43340-42700	TRAVEL, CONF & DUES	130.00	2,500	1,960.00			
	602-43340-42800	UTILITIES	37.62	10,000	3,200.95			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	602-43340-43332	WEST HARMON DRIVE LOOPING	1,277.50	629,000	582,680.42		
	602-43340-43348	WATER MAIN-ROWLEY	5,984.24	77,534	24,183.91		
	604-43200-42600	SUPPLIES	2,900.58	20,000	8,334.57		
	604-43200-42610	GAS & FUEL	2,583.53	7,500	1,015.94-	Y	
	604-43200-42660	POSTAGE	31.71	9,000	3,978.05		
	604-43200-42700	TRAVEL, CONF, DUES	260.00	2,500	160.23-	Y	
	604-43200-42800	UTILITIES	10,570.81	225,000	96,468.56		
	604-43200-43300	NORTH PLANT IMPROVEMENTS	37,138.25	12,711,858	7,320,777.93		
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	26,912.50	30,000,000	29,929,137.99		
	604-43250-42200	PROFESSIONAL SERVICES	917.17	24,220	1,365.56-	Y	
	604-43250-42500	REPAIRS	1,012.52	30,000	24,565.34		
	604-43250-42600	SUPPLIES	577.13	47,550	29,381.66		
	604-43250-42610	GAS	596.41	6,000	2,635.01		
	604-43250-42800	UTILITIES	381.33	61,100	38,975.17		
	604-43250-43317	CIPP	9,567.00	390,000	367,705.00		
	604-43250-43339	WEST HARMON UTILITIES	1,277.50	17,736	16,458.50		
	606-43500-42600	SUPPLIES & MATERIALS	199.98	8,500	4,810.05		
	606-43500-42610	GAS & OIL	47.31	5,000	1,646.36		
	606-43500-42800	UTILITIES	119.76	18,500	6,799.41		
	612-43220-42500	REPAIR & MAINTENANCE	12.00	5,000	3,237.15		
	612-43230-42500	REPAIRS	5,132.20	11,000	3,705.98-	Y	
	612-43230-42600	SUPPLIES	87.81	40,000	8,614.98		
	612-43230-42610	GAS & OIL	15,620.63	40,000	2,018.63-	Y	
	612-43230-42650	UNIFORMS	179.67	750	335.89		
	612-43230-42660	POSTAGE	31.71	9,000	4,004.19		
	612-43230-42800	UTILITIES	36.73	600	191.05		
	612-43240-42500	REPAIR AND MAINTENANCE	50.70	32,000	18,100.22		
	612-43240-42600	SUPPLIES	2,110.52	53,000	10,775.62		
	612-43240-42610	GAS & OIL	16,425.52	90,000	25,043.39		
	612-43240-42650	UNIFORMS	307.80	1,000	611.20		
	612-43240-42800	UTILITIES	834.40	13,000	5,183.70		
	613-45650-42320	ADVERTISING/PRINTING	2,901.90	28,500	22,340.10		
	613-45650-42500	REPAIRS & MAINTENANCE	2,124.41	54,180	31,213.88		
	613-45650-42600	SUPPLIES & MATERIALS	2,267.49	40,000	15,202.14		
	613-45650-42610	COST OF GOODS SOLD	11,979.64	170,000	21,739.42		
	613-45650-42615	COGS-ALCOHOL	1,275.20	20,500	11,552.95		
	613-45650-42620	GAS & FUEL	469.13	1,500	550.98		
	613-45650-42660	SHIPPING/POSTAGE	22.92	2,500	1,711.50		
	613-45650-42800	UTILITIES	8,041.19	90,000	36,954.17		
	613-45650-42850	CP PLAZA UTILITIES	60.02	720	659.98		
	613-45650-42905	ENTERTAINMENT	104,420.63	203,250	88,667.37		
	613-45650-42907	PRE-STURGIS PARTY	2,225.49	0	12,294.48-	Y	
	614-45250-42300	PUBLISHING	225.00	2,000	895.83		
	614-45250-42500	REPAIR & MAINTENANCE	6,701.46	18,000	2,884.25		
	614-45250-42600	SUPPLIES & MATERIALS	33.97	20,000	6,512.79		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	614-45250-42610	GAS & FUEL	2,204.06	15,000	7,346.54		
	614-45250-42800	UTILITIES	155.20	16,000	5,209.70		
	619-45220-42500	REPAIR & MAINTENANCE	29.88	8,000	3,610.40		
	619-45220-42800	UTILITIES	2,239.89	18,650	9,500.79		
	621-44600-42600	SUPPLIES	1,701.01	23,500	11,122.47		
	621-44600-42610	GAS & OIL	2,211.46	15,000	5,104.07		
	621-44600-42800	UTILITIES	98.68	4,225	2,273.72		
	700-45300-42900	BID DEPOSITS	2,000.00	0	6,000.00-	Y	
** 2023-2024 YEAR TOTALS **			1,117,859.39				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	613.24
101-1210	MAYOR'S OFFICE	46.87
101-1220	CITY ADMINISTRATOR	41.14
101-1230	ADMINISTRATIVE BOARDS	6,050.20
101-1410	ATTORNEY'S OFFICE	1,089.33
101-1420	FINANCE	266.42
101-1440	HUMAN RESOURCES	2,707.83
101-1920	MUNICIPAL BUILDINGS	2,107.37
101-1935	INFORMATION TECHNOLOGY	13,096.05
101-2110	POLICE DEPARTMENT	16,788.93
101-2130	TRAFFIC DEPARTMENT	24,073.86
101-2200	FIRE DEPARTMENT	17,661.77
101-3100	STREET DEPARTMENT	252,639.85
101-3110	PUBLIC WORKS ADMIN	4,868.08
101-3120	STREET & SIDEWALK CONST	81,619.33
101-3150	STORM DRAINAGE	543.96
101-3700	CEMETERY	2,030.61
101-4120	ANIMAL CONTROL	940.90
101-5500	LIBRARY	852.00

101 TOTAL	GENERAL	428,037.74

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-5110	RECREATION & AQUATICS	13,639.56
201-5140	RECREATION CENTER	131,249.89
201-5160	SPORTS COMPLEXES	7,341.08
201-5165	CADWELL CONCESSIONS	119.62
201-5210	PARKS	3,976.34
201-5220	SUPERVISION	102.03

201 TOTAL	PARK FUND	156,428.52
203-5220	LAKE	16,114.22

203 TOTAL	LAKE MITCHELL	16,114.22
211-6311	ENTERTAINMENT TAX	33,800.00

211 TOTAL	ENTERTAINMENT TAX	33,800.00
213-6311	BUSINESS IMPROV DIST #3	157.34

213 TOTAL	BUSINESS IMPROV DIST #3	157.34
214-3500	E-911	899.25

214 TOTAL	E-911 EMERGENCY	899.25
218-5150	PALACE TRANSIT	48,166.21
218-5180	JVCC	1,860.61

218 TOTAL	COMMUNITY SERVICES	50,026.82
219-5140	NUTRITION	8,142.39

219 TOTAL	NUTRITION	8,142.39
602	NON-DEPARTMENTAL	50.00
602-3330	WATER TREATMENT PLANT	119,439.19
602-3340	WATER DISTRIBUTION	15,452.11

602 TOTAL	WATER	134,941.30

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
604-3200	WASTE WATER TREATMENT	80,397.38
604-3250	WASTE WATER COLLECTION	14,329.06

604 TOTAL	SEWER	94,726.44
606-3500	AIRPORT	367.05

606 TOTAL	AIRPORT	367.05
612-3220	RECYCLING PROGRAM	12.00
612-3230	WASTE COLLECTION	21,088.75
612-3240	LANDFILL	19,728.94

612 TOTAL	SANITATION	40,829.69
613-5650	CORN PALACE	135,788.02

613 TOTAL	CORN PALACE	135,788.02
614-5250	GOLF COURSE	9,319.69

614 TOTAL	GOLF COURSE	9,319.69
619-5220	CAMPGROUND	2,269.77

619 TOTAL	CAMPGROUND	2,269.77
621-4600	EMS	4,011.15

621 TOTAL	EMERGENCY MEDICAL SERVICE	4,011.15
700-5300	AGENCY FUNDS	2,000.00

700 TOTAL	AGENCY FUNDS	2,000.00

** TOTAL **		1,117,859.39

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	GASUP Garage Supplies	118.95
	MAINT Maintenance/Repairs	41.67
	OFFUT Office Utilities	0.59
	SHAH Tablet/Radio Contract	23,993.00
	TIR Tires	296.27
	** PROJECT E01 TOTAL **	24,450.48
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	333.64
	** PROJECT H01 TOTAL **	333.64
H02 CADWELL STADIUM	42800 UTILITIES	1,266.80
	** PROJECT H02 TOTAL **	1,266.80
H03 OLD SOCCER FIELDS	42800 UTILITIES	89.59
	** PROJECT H03 TOTAL **	89.59
H04 BASEBALL	42500 REPAIR/MAINTENANCE	513.62CR
	42600 SUPPLIES/MATERIALS	827.27
	** PROJECT H04 TOTAL **	313.65
H05 SOFTBALL	42500 REPAIR/MAINTENANCE	520.50
	42600 SUPPLIES/MATERIALS	52.45
	42800 UTILITIES	831.85
	** PROJECT H05 TOTAL **	1,404.80
H07 PEPSI COMPLEX	42500 REPAIR/MAINTENANCE	10.63
	42600 SUPPLIES/MATERIALS	211.44
	42800 UTILITIES	100.49
	** PROJECT H07 TOTAL **	322.56
H10 MUNROE PARK	42800 UTILITIES	25.75
	** PROJECT H10 TOTAL **	25.75
H13 ARENA-SOUTH RINK	42800 UTILITIES	21.00
	** PROJECT H13 TOTAL **	21.00
H50 PARKS EQUIPMENT	42500 REPAIR/MAINTENANCE	896.43
	42600 SUPPLIES/MATERIALS	26.70
	** PROJECT H50 TOTAL **	923.13
H51 PARK SHOP	42600 SUPPLIES/MATERIALS	950.00

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
	42800	UTILITIES	325.49
		** PROJECT H51 TOTAL **	1,275.49
H52 FORESTRY	42604	TREES	100.00
		** PROJECT H52 TOTAL **	100.00
H55 DRY RUN CREEK PARK	42800	UTILITIES	63.13
		** PROJECT H55 TOTAL **	63.13
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	10.97
	42800	UTILITIES	422.22
		** PROJECT H56 TOTAL **	433.19
H58 JENNEWEIN PARK	42800	UTILITIES	14.02
		** PROJECT H58 TOTAL **	14.02
H60 NORTHRIDGE PARK	42800	UTILITIES	6.97
		** PROJECT H60 TOTAL **	6.97
H61 PIONEER PARK	42800	UTILITIES	25.60
		** PROJECT H61 TOTAL **	25.60
H66 CAMP ARROYA	42800	UTILITIES	102.70
		** PROJECT H66 TOTAL **	102.70
H67 DAY CAMP	42600	SUPPLIES/MATERIALS	220.00
	42800	UTILITIES	53.16
		** PROJECT H67 TOTAL **	273.16
H71 KIWANIS WOODLOT	42800	UTILITIES	38.25
		** PROJECT H71 TOTAL **	38.25
H74 PUBLIC BEACH	42800	UTILITIES	59.09
		** PROJECT H74 TOTAL **	59.09
H76 SANDY BEACH	42800	UTILITIES	15.31
		** PROJECT H76 TOTAL **	15.31
H77 SPORTSMANS CLUB	42600	SUPPLIES/MATERIALS	50.00
		** PROJECT H77 TOTAL **	50.00

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	6.97
		** PROJECT H79 TOTAL **	6.97
H85 LAKE MITCHELL WATER	42600	SUPPLIES-MAINTENANCE	51.00
		** PROJECT H85 TOTAL **	51.00
J02 INDOOR AQUATIC CTR		CHEMICAL CHEMICALS	3,623.00
		** PROJECT J02 TOTAL **	3,623.00
J03 REC CTR-WELLNESS/FITNESS		SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	30.79
		** PROJECT J03 TOTAL **	30.79
J06 REC CTR-GENERAL BLDG		RM-BLDG REPAIR/MAINT-BUILDING	66.33
		RM-ELEC REPAIR/MAINT-ELECTRICAL	88.01
		RM-HVAC REPAIR/MAINT-HVAC	93.84
		SM-GENER SUPPLIES/MATERIAL-GENERAL	7.51
		SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	316.93
		SM-OFFIC SUPPLIES/MATERIAL-OFFICE	289.26
		** PROJECT J06 TOTAL **	861.88
J08 REC CTR PUBLISHING		ICAN PUBLISHING-ICAN	750.00
		KMIT PUBLISHING-KMIT	528.00
		MIDCO PUBLISHING-MIDCO	812.20
		** PROJECT J08 TOTAL **	2,090.20
J09 REC CTR UTILITIES		ELE/GAS UTILITIES-ELECTRIC/GAS	705.91
		TV UTILITIES-TV	77.45
		** PROJECT J09 TOTAL **	783.36
J50 OUTDOOR AQUATIC CENTER		CHEM CHEMICALS	7,597.15
		ELE/GAS UTILITIES-ELECTRIC/GAS	5,786.91
		SM-GENER SUPPLIES/MATERIAL-GENERAL	14.96
		SM-OFFIC SUPPLIES/MATERIAL-OFFICE	239.00
		** PROJECT J50 TOTAL **	13,638.02
W03 CORN PALACE FESTIVAL-2019	42905	ENTERTAINMENT	58,550.00
		** PROJECT W03 TOTAL **	58,550.00
W07 CORN PALACE FESTIVAL-2020	42320	ADVERTISING/PRINTING	2,901.90
	42905	ENTERTAINMENT	44,487.63
		** PROJECT W07 TOTAL **	47,389.53

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
X04 DECORATING	42600 SUPPLIES	525.00
	** PROJECT X04 TOTAL **	525.00

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:	August 21, 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 Rodney & Mardi Deinert-Variance Permit		
Explanation/Background of Agenda Item Requested:	Rodney & Mardi Deinert has applied for a variance permit for a side yard corner setback of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road 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; 5 aye, 0 nay, 2 absent. Motion carried. See Planning Commission Unsigned Minutes 08-14-2023.		



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

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

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

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

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

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

☒ **Variance** \$100 application due with the application.

- Description of Variance Requested: side yard corner setback of
8' vs 20' to rebuild garage that
was struck by vehicle

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

- Description of Conditional Use: _____

This Application is for the following described real property:

- Legal Description: Lot 1 Block 20, Rail Road Addition,
City of Mitchell, Davison County, South Dakota

- Property Address: 401 S Wisconsin St.

Dated this 19th day of July 2023.

Applicant

Mandi Deenest
Owner



Old garage (18' x 29') struck by vehicle and had to be demolished. New garage size is 24' x 28'.



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 Rodney & Mardi Deinert has applied for a variance permit for a side yard corner setback of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road 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, August 14, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 21, 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 27th day of July, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 2nd day of August, 2023

Approximate Cost:

Rodney & Mardi Deinert
401 S Wisconsin St
Mitchell, SD 57301

Ward Likness
316 S Minnesota St
Mitchell, SD 57301

Sandra Weisz
Leonard Huebsch
617 S Langdon St
Mitchell, SD 57301

Larry Sheldon
612 W Birch Ave
Mitchell, SD 57301

Steven & Julie Anderson
313 S Wisconsin St
Mitchell, SD 57301

Tod & Jeannette Naser
610 W Birch Ave
Mitchell, SD 57301

Stephen Paul
604 W Birch Ave
Mitchell, SD 57301

Jennifer Pettit
600 W Birch Ave
Mitchell, SD 57301

Fred & Margaret Melmer
314 S Wisconsin St
Mitchell, SD 57301

Joshua & Joni Rasmussen
322 S Wisconsin St
Mitchell, SD 57301

Richard & Taya Costello
400 S Minnesota St
Mitchell, SD 57301

Boyd Reimnitz
817 N Sanborn Blvd
Mitchell, SD 57301

Delton Huber
408 S Minnesota St
Mitchell, SD 57301

MB Sigmund LLC
1311 Northridge Rd
Mitchell, SD 57301

Judy Davids
415 S Wisconsin St
Mitchell, SD 57301

Pam Fristad
409 S Wisconsin St
Mitchell, SD 57301

Ronald & Tanda Miller
40970 256th St
Mitchell, SD 57301

Gary & Tracy Jackson
519 W Birch Ave
Mitchell, SD 57301

Teresa Zirpel
408 S Wisconsin St
Mitchell, SD 57301

Dick & Peggy Figland
420 S Wisconsin St
Mitchell, SD 57301

August 2, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Rodney & Mardi Deinert has applied for a variance permit for a side yard corner setback of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road 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, August 14, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 21, 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 Todd & Jeannette Naser
OWNER

1610 West Birch Ave, Mitchell
ADDRESS

✓ APPROVE

 DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Rodney & Mardi Deinert has applied for a variance permit for a side yard corner setback of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

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I/We Walter & Juber
OWNER

408 S Minnesota - Mitchell, SD
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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I/We *Leggy Melmer*
OWNER

314 S Wisconsin
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Rodney & Mardi Deinert has applied for a variance permit for a side yard corner setback of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road 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, August 14, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 21, 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 Ronald L. + Panda G. Miller
OWNER
405 South Wisconsin Street
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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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 Stephen Paul
OWNER

609 W. Birch Ave.
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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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 Todd & Jeannette Naser
OWNER

1610 West Birch Ave, Mitchell
ADDRESS

✓ APPROVE

 DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Rodney & Mardi Deinert has applied for a variance permit for a side yard corner setback of 8" vs 20' to rebuild a garage in the same place that was struck by a vehicle and had to be demolished; located at 401 S Wisconsin St, legally described as Lot 1, Block 20, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential 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 Judy David
OWNER

413 S. Wisconsin
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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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 Rod & Mardi Deinert
OWNER

401 S. Wis
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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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

Jennifer (Pettit) Duley Jennifer Duley
OWNER

600 W birch Ave

ADDRESS

☒

APPROVE

☐

DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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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 Pam Wells (Fristad)
OWNER

409 S Wisconsin
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:	August 21, 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 Bradley Bauer-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Bradley Bauer has applied for a Conditional Use Permit to operate a Home Occupation-Gun Repair Shop; located at 189 S Harmon Dr, legally described as Lot 95, Indianhead Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District. Planning Commission motioned to recommend approval; 5 aye, 0 nay, 2 absent. Motion failed. See Planning Commission Unsigned Minutes 08-14-2023.		



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

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

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

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

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

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

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

- Description of Variance Requested: _____

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

- Description of Conditional Use: Home Occupation - Gun Repair Shop

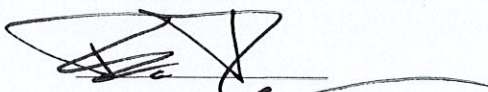
This Application is for the following described real property:

- Legal Description: Lot 95 Indianhead Addition, City of Mitchell
Davison County, South Dakota

- Property Address: 189 S Harman Drive

Dated this 24th day of July, 2023.

Bradley Baner
Applicant


Owner



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that Bradly Bauer has applied for a Conditional Use Permit to operate a Home Occupation-Gun Repair Shop; located at 189 S Harmon Dr, legally described as Lot 95, Indianhead Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 14, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 21, 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 27th day of July, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 2nd day of August, 2023

Approximate Cost:

Brad Bauer
189 S Harmon Dr
Mitchell, SD 57301

Todd & Nancy Boyd
600 Oakmond Ave
Mitchell, SD 57301

Tracy Kelly-Christensen
Jane Amick
193 S Harmon Dr
Mitchell, SD 57301

Angela Hotchkiss
195 S Harmon Dr
Mitchell, SD 57301

Linda Mcleod
1307 Ridge Rd
Mitchell, SD 57301

Debra & Jerald Toomey
505 E 2nd Ave
Mitchell, SD 57301

Marcy Jones
1511 S Minnesota St
Mitchell, SD 57301

Wyona & Gordon Lefers
156 S Harmon Dr
Mitchell, SD 57301

Lori Adams
152 S Harmon Dr
Mitchell, SD 57301

James Graves
148 S Harmon Dr
Mitchell, SD 57301

Steven & Susan Haiar
144 S Harmon Dr
Mitchell, SD 57301

Spenser Ball
140 S Harmon Dr
Mitchell, SD 57301

David & Linda Carlson
136 S Harmon Dr
Mitchell, SD 57301

August 2, 2023

TO WHOM IT MAY CONCERN:

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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

Jamie & John M. Lead
OWNER

187 South Harmon Drive

ADDRESS

✓

APPROVE

DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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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 Todd & Nancy Boyd
OWNER

191 South Harmon
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Bradly Bauer has applied for a Conditional Use Permit to operate a Home Occupation-Gun Repair Shop; located at 189 S Harmon Dr, legally described as Lot 95, Indianhead Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

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I/We Jerry & Deb Toomey
OWNER

185 S. Harmon
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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I/We Steve Anian & Susan Anian
OWNER

144 S Harmon Drive

ADDRESS

5th AN

APPROVE

DISAPPROVE

COMMENTS:

August 2, 2023

TO WHOM IT MAY CONCERN:

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☒ We David and/or Linda Carlson
OWNER
136 S. Harmon Dr. Mitchell, SD 57301
ADDRESS
☒ 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:	August 21, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 9-5-23		
Explanation/Background of Agenda Item Requested:	Alysha Gray has applied for a conditional use permit to operate a Family Residential Daycare; located at 212 W 14th Ave, legally described as Lots 9 and 10, Block 14, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.		



TO: THE MITCHELL PLANNING COMMISSION AND CITY COUNCIL, 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 fee 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: Click or tap here to enter text.

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

Description of Conditional Use: Family Residential Daycare

This Application is for the following described real property:

Legal Description: Lots 9 & 10, Capital Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 212 W 14th Ave, Mitchell, SD 57301

Dated this 7th of August, 2023

Click or tap here to enter text.

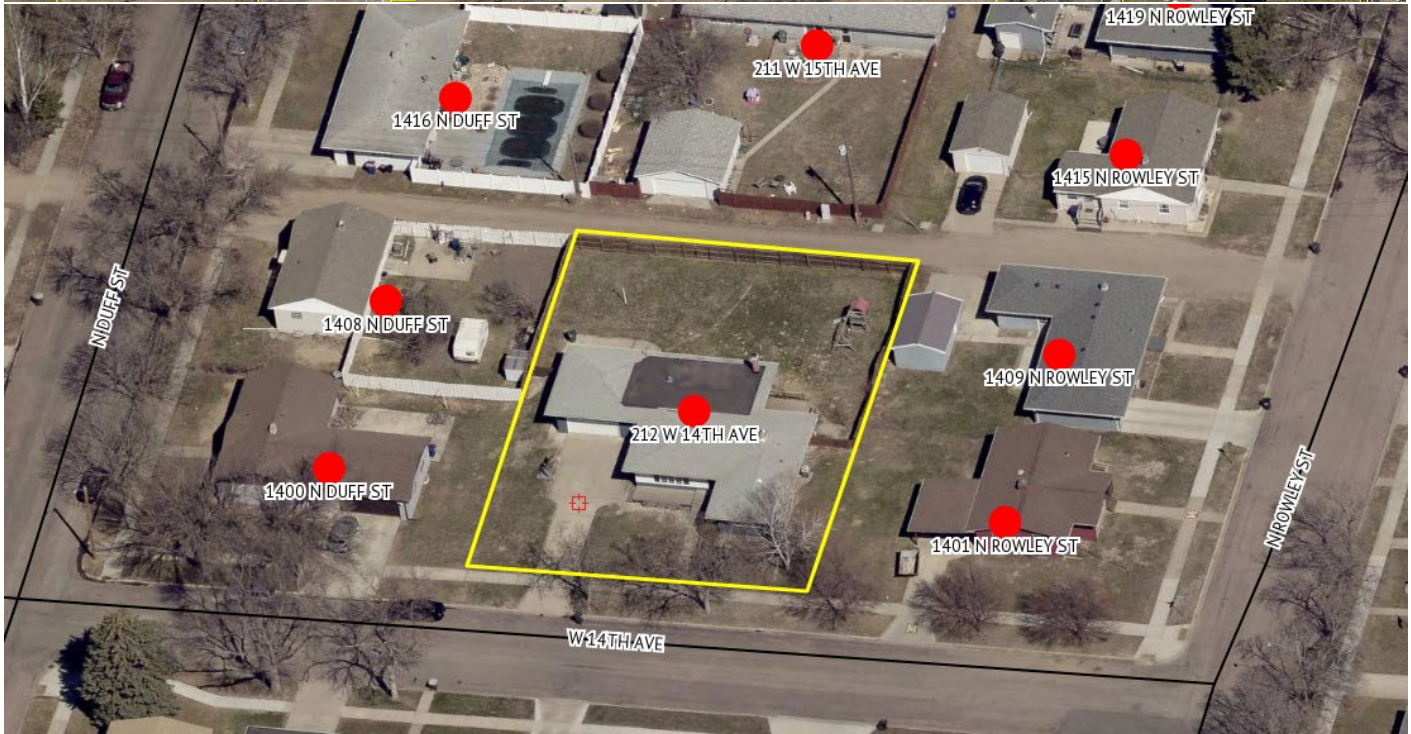
APPLICANT

Alysha Gray
605-770-6600

Click or tap here to enter text.

OWNER

Cody Foreman
605-871-3836



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: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

- a. On the application to transfer RW-6530 Retail (On-Off Sale) Wine and Cider License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Ave to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Ave
- b. On the application to transfer PL-4695 Package (Off Sale) Liquor License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Ave to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Ave
- c. On the application to transfer RB-2838 Retail (On-Off Sale) Malt Beverage & SD Farm Wine License from Meyers Oil Co Inc. dba Dakota Sunset Shell, 1524 W Havens Ave to Dakota Sunset LLC dba Dakota Sunset LLC, 1524 W Havens Ave
- d. On the application of Bulls Eyes and Birdies dba Bulls Eyes and Birdies, 1307 North Main St for a new Retail (On-Off Sale) Malt Beverage & SD Farm Wine License

Date Received _____
Date Issued _____

License No. RW-6530

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Dakota Sunset, LLC
1524 W. Havens PO Box 1063
Mitchell, SD 57301

Owner's Telephone #: 605-770-3862

B. Business Name and Address

Dakota Sunset, LLC
1524 W. Havens Ave. PO Box 1063
Mitchell, SD 57301

Business Telephone #: 605-996-8844

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

D. Legal description of licensed premise:

South 160' x West of Irregular
Tract 4-A in the SW 1/4 @
1-103-60 EX Lot H-2

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.

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

E. State Sales Tax Number 1040-2055-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 7/12/23 Print Name Jeff Sand Signature [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

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC

Dakota Sunset, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1524 W. Havens

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
<u>Jeff Sand</u>	<u>Owner 50%</u>	<u>1505 Torrey Pines Ave</u>	<u>Teacher</u>
<u>Ashley Sand</u>	<u>Owner 50%</u>	<u>↓</u>	<u>↓</u>

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
<u>Jeff + Ashley Sand</u>	<u>Retail On/off Malt Beverage RB-2838 1524 W. Havens</u>
<u>↓</u>	<u>Package Liquor PL-4695</u>

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

Jeff Sand 1505 Torrey Pines Ave. Mitchell, SD 57301

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



7-12-23

AFFIDAVIT

STATE OF SOUTH DAKOTA)

)ss

COUNTY OF)

Meyers Oil, being first duly sworn on oath deposes and
says: That on the 1st day of August 20 23 he was the owner of
the license/business/stock of Dakota Sunset RW-6530 situated on
(legal description) South 160' x West of Irregular Tract 4-A
in the SW 1/4 of 1-103-60 Ex Lot 11-2 in the city/county
of Mitchell/Davison South Dakota and that on the said date he made a
transfer/sale of said license operated under an alcoholic beverage
license to Dakota Sunset LLC of Mitchell South Dakota.

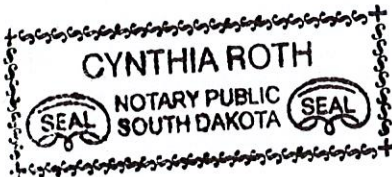
Don Meyers / Corporate President
(signature) (owner)
[Signature] / President
(signature) (owner)

Subscribed and sworn to before me this

11th day of July 20 23

Cynthia Roth (Notary Public)
Commission Expires: 11-03-2023

(Notary Seal)



Date Received _____
Date Issued _____

License No. PL-4695

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Dakota Sunset, LLC
1524 W. Havens PO Box 1063
Mitchell, SD 57301

Owner's Telephone #: 605-770-3862

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.

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 7/12/23 Print Name Jeff Sand Signature [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

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Dakota Sunset, LLC
1524 W. Havens Ave. PO Box 1063
Mitchell, SD 57301

Business Telephone #: 605-996-8844

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

D. Legal description of licensed premise:

South 160'x West of Irregular
Tract 4-A in the SW 1/4 @
I-103-60 EX LOT H-2

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

E. State Sales Tax Number 1040-2055-ST

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

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC Dakota Sunset, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1524 W. Havens 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
Jeff Sand	Owner 50%	1505 Torrey Pines Dr	Teacher
Ashley Sand	Owner 50%	↓	Teacher

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
Jeff + Ashley Sand	Retail On/off Malt Beverage RB-2838 1524 W. Havens
↓	Retail on/off Wine RW-6530 ↓

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

Jeff Sand 1500 W. 5th Mitchell, SD 57301

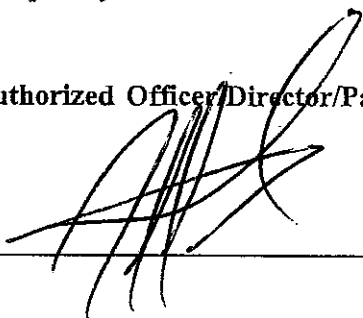
With signature the applicant agrees to the following:

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



7-12-23

AFFIDAVIT

STATE OF SOUTH DAKOTA)

COUNTY OF)

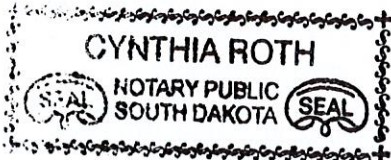
Meyers Oil, being first duly sworn on oath deposes and
says: That on the 1st day of July 2023 he was the owner of
the license/business/stock of Dakota Sunset PL-4695
(legal description) South 160' x West of Irregular - 60 EX Lot #2
Tract 4-A in the SW 1/4 of 1-103 in the city/county
of Mitchell/Davison South Dakota and that on the said date he made a
transfer/sale of said license operated under an alcoholic beverage
license to Dakota Sunset of Mitchell South Dakota.

Don Meyers/Corporate President
(signature) (owner)
[Signature] / President
(signature) (owner)

Subscribed and sworn to before me this 11th day of July 20 23

Cynthia Roth (Notary Public)
Commission Expires: 11-03-2023

(Notary Seal)



Date Received _____
Date Issued _____

License No. RB-2838

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Dakota Sunset LLC
1524 W. Haven's Ave. PO Box 1063
Mitchell, SD 57301

Owner's Telephone #: 605-770-3862

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.

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 7/12/23 Print Name Jeff Sand 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

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Dakota Sunset, LLC
1524 W. Haven's Ave. PO Box 1063
Mitchell, SD 57301

Business Telephone #: 605-996-8844

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

County: Davidson

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

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

D. Legal description of licensed premise:

South 160' x West of Irregular
Tract 4-A in the SW 1/4 @
1-103-60 EX LOT H-2

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

E. State Sales Tax Number 1040-2055-ST

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

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC Dakota Sunset, LLC
Address of office and principal place of business of corporation/partnership/LP/LLC 1524 W. Havens ^{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
Jeff Sand	Owner 50%	1505 Torrey Pine Ave.	Teacher
Ashley Sand	Owner 50%	↓	Teacher

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
Jeff + Ashley Sand	Retail On/off 100% Wine RW-6530 1524 W. Havens Package Liquor PL-4695 ↓

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

Jeff Sand 1500 W. 5th Mitchell, SD 57301

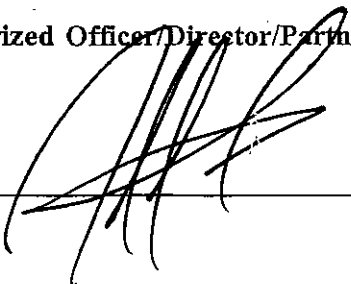
With signature the applicant agrees to the following:

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



7-12-23

AFFIDAVIT

STATE OF SOUTH DAKOTA)

)ss
COUNTY OF)

Meyers Oil

, being first duly sworn on oath deposes and

says: That on the 1st day of August 20 23 he was the owner of

the license/business/stock of Dakota Sunset RB-2838 situated on

(legal description) South 160' x West of Irregular Tract 4-A
in the SW 1/4 of 1-103-60 Ex Lot 11-2 in the city/county

of Mitchell/Davison South Dakota and that on the said date he made a

transfer/sale of said license operated under an alcoholic beverage

license to Dakota Sunset LLC of Mitchell South Dakota.

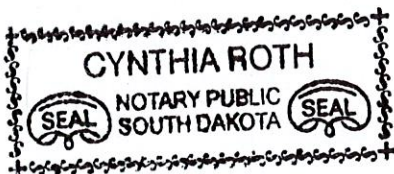
[Signature] / President (owner)
(signature)

[Signature] / President (owner)
(signature)

Subscribed and sworn to before me this 11th day of July 20 23.

Cynthia Roth (Notary Public)
Commission Expires: 11-03-2023

(Notary Seal)



Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Bulls eye and Birdies
1113 Woods Circle
Mitchell SD 57301

Owner's Telephone #: 616 560-7902

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

Bulls eyes & Birdies
1307 N. Main ST
Mitchell SD 57301

Business Telephone #: 616 560-7902

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

County: Dawson

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

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

D. Legal description of licensed premise:

LOT 1-21 & LOTS 52-57
& SOUTH 352 of Vacated A164
Between SUB IT #7 in SW 1/4 of 15

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

E. State Sales Tax Number 1040-2192-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 7-18-23 Print Name Montana Walcott Signature [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

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC Bull eyes and Birdies

Address of office and principal place of business of corporation/partnership/LP/LLC 1307 N Main ST

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
<u>Montana Walcott</u>	<u>Owner</u>	<u>1113 Woods Circle</u>	<u>Hotel Manager</u>

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
<u>Montana Walcott</u>	<u>Malt Beverage 1307 N. Main St Mitchell SD</u>

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

Quick Books, Personal Residence.

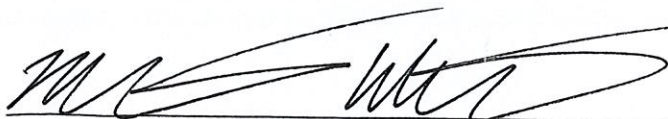
With signature the applicant agrees to the following:

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



7-18-23

Golf
Sim
Room →

S

S

S

S

S

Hallway →
5 FT

Bath Room

Storage

18 FT

Bath Room

8 FT

7 FT

11 FT

← Bar.

← Golf
Sim
Room.

26 FT

18 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:	August 21, 2023	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Action to Approve Special Event Permit for DWU Homecoming Tailgate on Saturday, September 16, 2023		
Explanation/Background of Agenda Item Requested:	Dakota Wesleyan University is requesting a Special Event Permit for DWU Homecoming Tailgate on Saturday, September 16th, 2023, from 11:00 AM to 2:00 PM on the grass lot at the corner of E. 11th Ave. and N. Capital St. This is the first time the event will be hosted at this location, it's open to the public, and will have items and/or services sold at the event (Food Truck). A food truck and inflatables will be available. No alcohol served. Please see the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following: • Road Closure The following road closure is requested from 9:00 AM until 3:00 PM: • E. 11th Ave. from N. Capital St. to N. Windsor St. Also, they are requesting some assistance from Mitchell PD with crosswalk safety. Please see the attached DWU Homecoming Tailgate Event and Road Closure Map. Additional information regarding the event: • Permission for the event to utilize the grass lot on the corner of E. 11th Ave. and N. Capital St. was given by the Mitchell School District. • Tables and chairs for eating will be provided by DWU. • They will provide garbage cans and garbage will be hauled away after the event. • Two porta potties will be set up at the event location as well. DWU will provide a Certificate of Liability Insurance Form once it becomes available. *Special Event Permit Application approval is contingent upon receipt of the Certificate of Liability Insurance Form prior to the day of the event. Staff recommends City Council approval of the requested Special Event Permit as outlined in the attached application.		

Print**Special Event Permit Application - Submission #2965****Date Submitted: 8/15/2023**

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:*

Dakota Wesleyan University Homecoming Tailgate

Event Date:*

9/16/2023

Event Hours:*

11:00 AM

—

02:00 PM

Requests included in this application:*

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

Time Requested for Road Closure

9/16/2023

09:00 AM

—

9/16/2023

03:00 PM

Time Requested for Parking Lot Closure

mm/dd/yyyy

hh:mm am/pm

 —

mm/dd/yyyy

hh:mm am/pm

Event Information:

Overall Event Description:*

Pre football game tailgate party for alumni and fans. No alcohol served. Food truck and inflatables as well as a tent/shelter will be on the corner of 11th and Capital street. Permission to use this area is from the Mitchell school district because of extra use of stadium area for Kernel Bowl activities at the same time. Tables and chairs for eating will be provided by DWU. We will have garbage cans and will haul garbage away after event. Lots of people will be moving from this area back to stadium and the thought is a road closure of 11th between Capital and Windsor for one block would make crossing Capital street safer. Extra time of closure is for setup and tear down of event. We have hosted a similar event in the past in stadium parking lot. Thank you for your consideration

Please check all that apply:*

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

Total anticipated attendance:*

400

Name of Group Sponsoring the Event:*

Dakota Wesleyan University

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

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

501C Exemption Letter Attachment

Choose File

 No file chosen**Event Application Contact Person:***

Kevin Adams

Contact Person's Email:***Phone Number: ***

kevin.adams@dwu.edu

6059991967

Day of Event Contact Person:*

Kevin Adams

Contact Person's Email:***Phone Number:***

kevin.adams@dwu.edu

6059991967

Facility Use, Route Map, and Impacted Areas

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

nothing needed

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 will most likely request some assistance from police with crosswalk safety

Noise Permits

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

Will Sound Amplification be used?*

- ☐ Yes
☒ No

What time will sound amplification be used?

 —

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☐ Yes
☒ No

When will sound checks be preformed?

hh:mm am/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****Date of Display****Time of Display** — **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***Agent's Name**

Policy Number**Phone Number**

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.*

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.*

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.*

I am attaching the following items:

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

Parade Route Map Attachment

Choose File No file chosen

Road or Parking Lot Closure Map Attachment

homecoming.png

Event Map Attachment

homecoming.png

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 _____

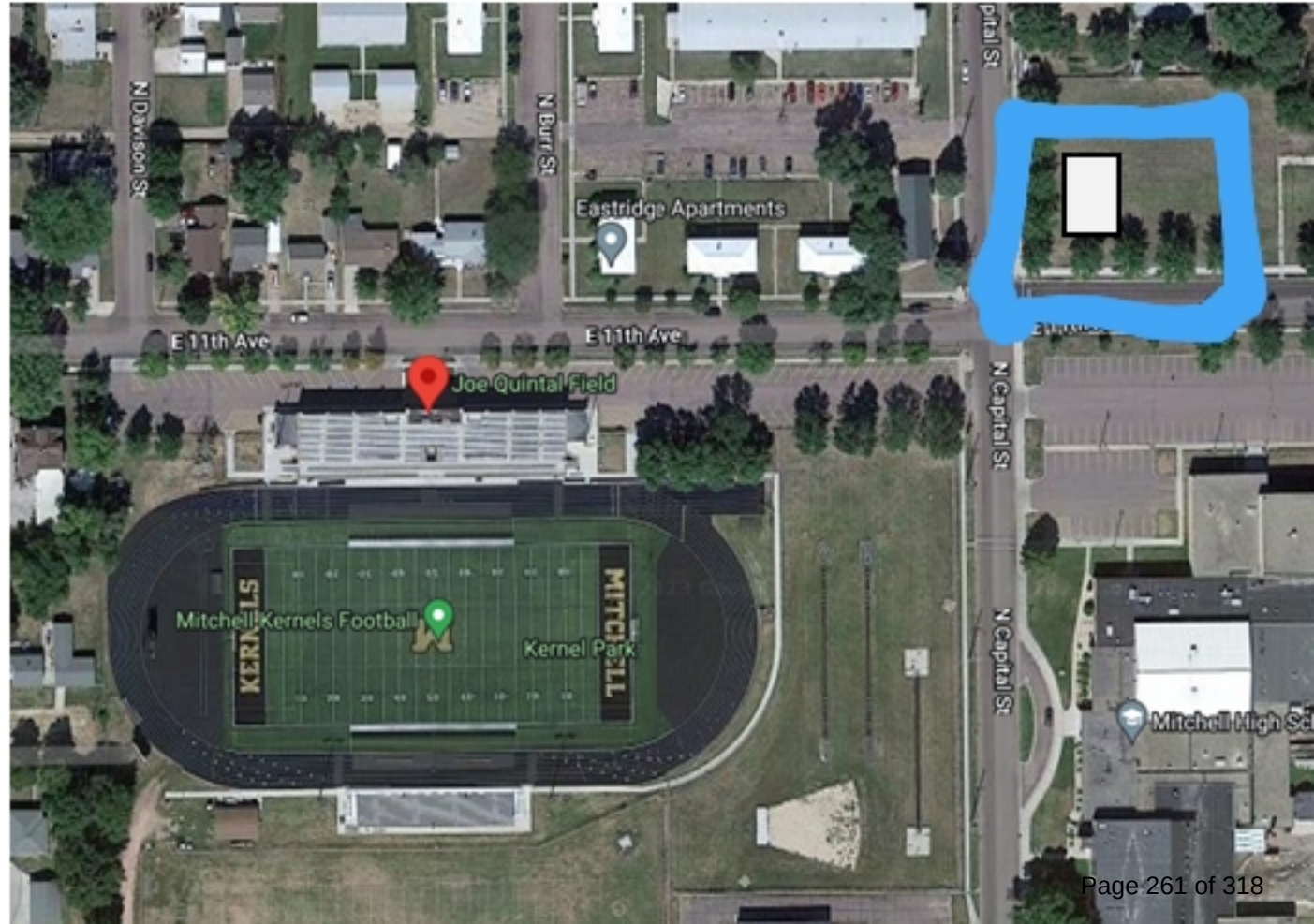
Finance Officer

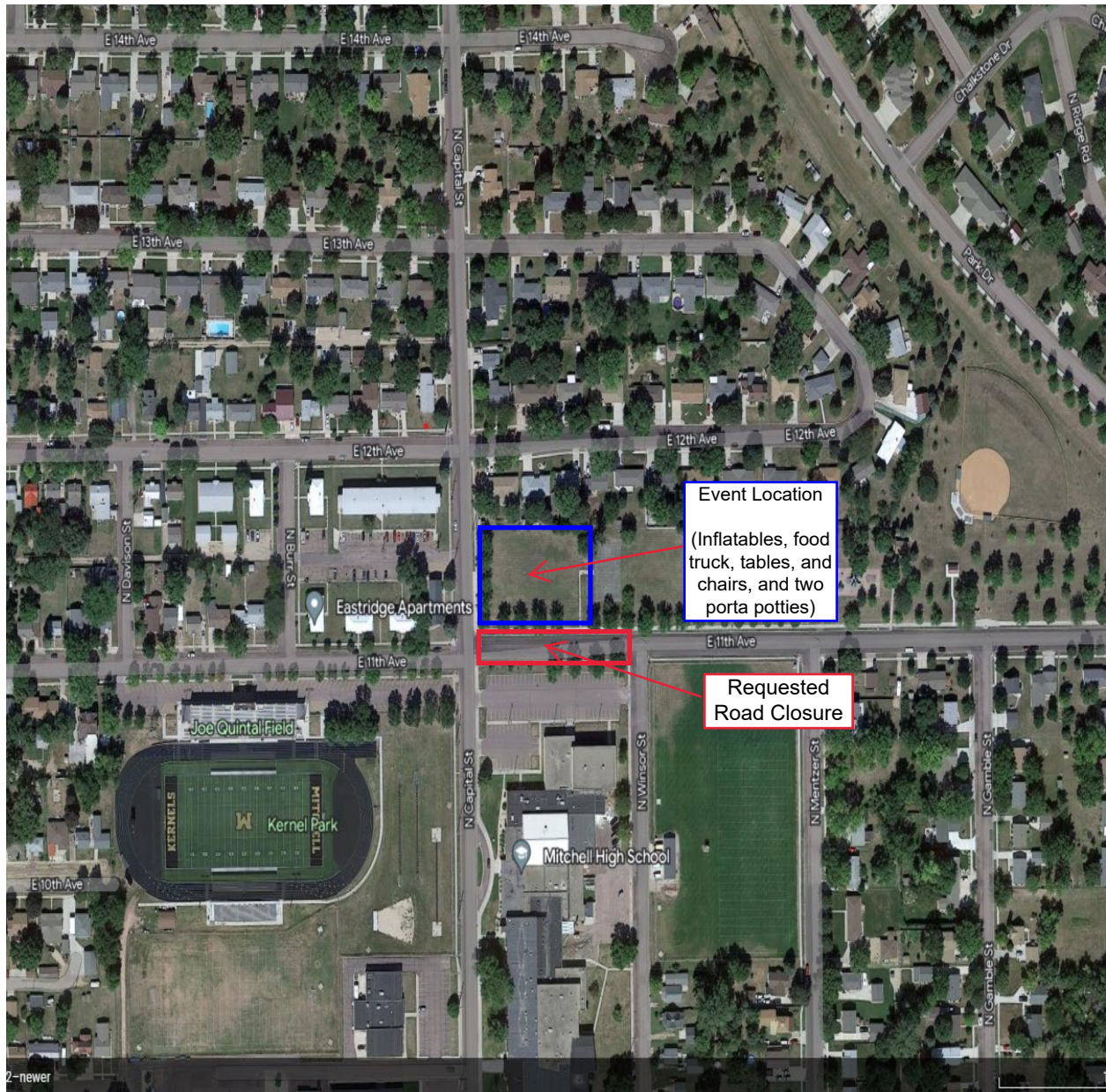
Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____





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:	August 21, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Action to Approve a 15 Minute Parking Sign from 8 am to 5 pm Monday thru Friday at 401 North Main Street along 4th Avenue for Lifequest		
Explanation/Background of Agenda Item Requested:	LifeQuest has Requested a 15 Minute Parking Sign from 8 AM to 5 PM Monday - Friday at 401 N Main Street Along 4th Avenue LifeQuest has Requested a second 15 Minute Parking Sign from 8 AM to 5 PM Monday - Friday at 401 N Main Street along 4th Avenue east of the existing 15 minute parking sign. The sign has been requested for the parking stall just east of an already existing 15 minute parking sign. There is currently one 15 Minute Parking from 8 AM to 5 PM Monday - Saturday at the northwest corner of Main Street and 4th Avenue which they are requesting be eliminated if this additional location is approved.		



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: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Council approved Agreement A2021-19 on April 19, 2021 which provided design and bidding services for the Ground Storage Tank Improvements project.

Amendment No. 1 was approved on February 21, 2023 which added construction and administration, observation and staking services for the ground storage tank and pumping facility portion of the project.

Amendment No. 2 will add construction phase services to include construction administration, observation and staking services for the distribution portion of the project.

The Ground Storage Tank Improvement project proposes to install a 2.5 million ground storage tank. The tank is proposed to be 110 feet in diameter and have 35-foot sidewalls. Ten (10) acres of land has been purchased and is located northeast of the Highway 37 and 256th Street intersection for placement of the tank. A pump station and chemical feed facility will also be placed on the site. The design incorporates a separate pressure zone for the southern portion of the city to address low pressure, and additional piping at the current water treatment facility to allow for a bypass. The distribution project includes approximately 5,450 feet of 16-inch water main, 350 feet of 20-inch water main and 2,000 feet of 24-inch water main.

Original Contract Amount - \$731,728.00
Amendment No. 1 - \$730,959.34
Amendment No. 2 - \$165,555.00
New Contract Amount - \$1,628,242.34

Staff recommends City Council approval of the attached amendment with Infrastructure Design Group, Inc. in an amount not to exceed \$1,628,242.34 for the Ground Storage Tank and Distribution System Improvement project.

Current Project Budget:
Total estimated project cost - \$16,000,000
Pump Station and Ground Storage Reservoir - \$11,518,800
Water Main Distribution Improvements - \$2,262,671.30
Soft Costs (Engineering, Administrative) - \$1,628,242.34
Geotek Engineering (Construction Testing Services) - \$42,950.00
Land Purchase - \$149,971.50

Contingencies - \$397,364.86

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

Owner: **City of Mitchell**

Engineer: **Infrastructure Design Group, Inc.**

Project: **Watermain Distribution System Improvements**

Effective Date of Owner-Engineer Agreement: **April 19, 2021**

Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

**Engineer to perform Construction Administration, Observation, and Staking services for the Project.
Scope of Services defined in Attachment A.**

Agreement Summary: Agreement Between Owner and Engineer for Professional Services

Original agreement amount: \$731,728.00

Net change for prior amendments: \$730,959.34

This amendment amount: \$165,555.00

Adjusted Agreement amount: \$1,628,242.34

Change in time for services (days or date, as applicable):

Services extending to December 31, 2024

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner

City of Mitchell

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Engineer

Infrastructure Design Group, Inc.

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

(date signed)

Name:

Philip L. Gundvaldson

(typed or printed)

Title:

President

(typed or printed)

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Page 1 of 1

SCOPE OF SERVICES – “ATTACHEMENT A”

AMENDMENT 2

Project Understanding

This scope of service is offered as an amendment to the contract for services for the Pump Station and Ground Storage Reservoir Design effective April 19, 2021. Work under this amendment involves providing Construction Administration, Observation, and Staking Services for the installation of new water main distribution system improvements per City of Mitchell construction contract 2020-20 (hereafter referred to as “Project”).

The same project team will continue through the Construction Administration phase. Infrastructure Design Group, Inc. (InfrastructureDG) will provide overall project management and construction administration with Phil Gundvaldson, PE serving as Senior PM / Advisor, Astrid Potter, PE, serving as the Construction Project Manager. Construction observation will be performed by Kolton Jungemann with other staff assisting as required. Construction staking will be performed by Robert Kummer, PLS, with other staff assisting as required. Construction materials testing will be performed by Geotek Engineering & Testing Services, Inc. and will contract directly with the City.

The attached man hours reflect effort to complete items as defined within this Scope of Services (SOS).

CONSTRUCTION ADMINISTRATION SERVICES

H&W Contracting, Inc has communicated they plan to work 12 hour shifts 4 days a week and 10 hour shifts on Fridays. They anticipate the work to take 12-14 weeks to complete. Work beyond these assumptions is considered outside our Scope of Services.

Item 1 Project Management

Contract management will be continuous for the term of the contract to complete items identified as part of this SOS. InfrastructureDG will provide oversight and serve as the first point of contact for design and administration related questions. The following items are included:

1. Prepare written instructions for project staff, providing background, names of contacts, communications procedure, responsibilities, schedule, budget information, and other important elements of the project.
2. Coordinate and direct staff assignments.
3. Preconstruction meeting coordination, setup, convene and conduct, and documentation.
4. Provide support for construction administration staff for design clarifications throughout construction.
5. Monitor the financial status of the project and review any conditions that may require a change order and make recommendations to the City of Mitchell.
6. Project closeout as required by the City of Mitchell.
7. Arrange, attend and document the one year warranty walk through.
8. Manage subconsultant agreements and invoicing.

To complete the bulleted items above, and coordination with the City of Mitchell, InfrastructureDG has budgeted eight hours for the Senior Project Manager, 30 hours for the Project Manager, 12 hours for the Construction Observer and eight hours of office support.

Item 2 Public Involvement

InfrastructureDG will complete the following items for coordinating with the adjacent property owners:

1. Provide support for public and property owner issues.
2. InfrastructureDG will prepare communication for property owners affected by water service interruptions. Notices will be mailed, emailed, and/or hand delivered. City staff will provide media communication.
3. Complete one-on-one property owner meetings as necessary during construction to answer questions and disseminate information.

The Construction Observer will complete public involvement items within the timeframe of daily observation activities. Fourteen hours total for the Senior Project Manager and Project Manager have been included to coordinate public involvement issues/concerns with the public, City, and Construction Observer.

Item 3 Construction Administration and Observation

The Scope of Services for this Construction Administration proposal shall include the following items:

1. Provide the first line of contact with the contractor, City of Mitchell staff, property owners, and residents along the affected project area for construction-related coordination issues and concerns.
2. Coordinate with the contractor and private and public utilities throughout construction.
3. Complete a preconstruction video of the project area for the file.
4. Review shop drawings required to be submitted per the Project documents.
5. Receive and review all Contractor required submittals or coordinate and manage the review with Subconsultants or other resources.
6. Provide full-time overall field observation of the construction project.
7. Verify proper construction materials and practices are used that meet or exceed the requirements of the contract documents.
8. Provide documentation of utility alignment changes, bends, fittings, and critical utility conflicts when exposed.
9. Complete required construction checklists.
10. Prepare pay estimates, pay applications, bi-weekly progress reports, contract change orders with analysis, justification and recommendations, project correspondence.
11. Keep records and documentation of quantities installed and submit to the City bi-weekly.
12. Monitor and document contractor performance and construction progress relative to meeting the contract completion date. This will be accomplished by on-site observation and a diary of daily activities, equipment, personnel, and weather conditions that affect construction performance. (Shall include digital pictures when appropriate).
13. Provide documentation of field changes and critical utility conflicts when exposed.

14. Provide digital photographs saved and labeled for locations of all fittings which require joint restraint and/or reaction blocking.
15. Monitor erosion control measures, complete required inspections, and submit required forms.
16. Meeting coordination, setup, convene and conduct, and documentation for bi-weekly coordination meeting, pre-final meeting and final walk-through meeting with the Contractor, Subcontractors, City of Mitchell, utilities, and the public as appropriate.
17. Attend other project meetings as appropriate.
18. Facilitate coordination with the contractor and private and public utilities throughout construction.

H&W Contracting, Inc has communicated they plan to work 12 hour shifts 4 days a week and 10 hour shifts on Fridays. They anticipate the work to take 12-14 weeks to complete.

Our assumptions to estimate the man hours for construction observation and administration are as follows:

- *For budget purposes, we have assumed full-time construction observation consists of an average of 11 hours per day, five days per week, for 13 weeks (715 hours).*
- *An additional 40 hours (two weeks part-time) construction observation time is included for project start-up and completion of punch-list items.*
- *Site visits by the Senior Project Manager and Project Manager will be completed over the course of the project. Site visits will generally overlap with the bi-weekly construction coordination meetings. InfrastructureDG has included effort for four hours every other week for 14 weeks for the Project Manager and three - two hour site visits for the Senior Project Manager. Additional site visits by the Senior Project Manager will be as requested by the City. An additional 23 hours has been included for the Project Manager to coordinate with City Project Manager and other stakeholder, perform and advise on shop drawing reviews, and complete preconstruction videos.*

Item 4 Construction Staking

InfrastructureDG will provide construction surveying for the project. All survey hours are based on establishing location and grade one time for each item listed below. A survey crew is defined as one Licensed Land Surveyor or Survey Technician III and one Survey Technician.

Construction staking shall include the following items:

1. Removal and grading limits will be completed by construction observation personnel when possible and staked by surveyors where needed. As-builts will be surveyed where needed by the survey crew.
2. Provide offset stakes for line and grade for water main line and fittings.
3. Provide alignment stakes for stationing.
4. Provide Right of Way and edge of Easement stakes.
5. Provide miscellaneous staking for resetting approximately 20 disturbed property pins.
 - Upon project completion, pins which were disturbed from construction activities will be reset in the previously found location that has been accepted by the Licensed Land Surveyor

Item 5 Subconsultant Services

1. AE2S has been retained as a subconsultant to InfrastructureDG to provide limited support services during the project construction as outlined in the attached proposal for scopes and services.

Item 6 Record Drawings

InfrastructureDG will provide timely record drawings to include one electronic copy of updated construction plans and .DWG files. *20 hours has been included for the Construction Observer and five hours effort for the Project Manager.*

Deliverables:

Project deliverables provided by the Engineer to City Project Manager include:

1. Preconstruction meeting notices, agenda, and minutes
2. Video of the construction areas before and after project activities (DVD format)
3. Electronic copies of reviewed shop drawings, if applicable
4. Copies of the Construction Observer's daily diaries and/or logs, daily pipeline elevation check report, quantity measurements and tabulations, erosion control compliance report, pictures, public contact records (i.e. letters, telephone logs, etc.), bi-weekly construction progress meeting notes, and contract document additions, deletions, and/or modifications
5. Contract change orders including justifications and recommendations.
6. Copy of testing results provided by Subconsultant.
7. Punch list developed from pre-final meeting.
8. Draft acceptance letter for City approval
9. Warranty certificates required in the contract documents.
10. Record Drawings – Electronic copy
 - a. InfrastructureDG will provide GPS datum information (X/Y coordinates) for:
 - i. Every 50' of water main
 - ii. All surface features to include but not be limited to fire hydrants, valve covers, and curb stops.
 - iii. Locations of underground features to include but not be limited to bends (horizontal and vertical), fittings, corporation stops, valve depths, etc...
11. Required construction checklists and project close out documents.
12. Digital photographs saved and labeled for locations of all fittings which require joint restrain and/or reaction blocking.

Project Exclusions

This proposal does not include:

1. Review of constructions means and methods.
2. Construction materials testing services.
3. Construction observation services beyond what is stated in this SOS.
4. Proposal does not include effort for private utility coordination beyond what is stated in this SOS.
5. Survey services for platting or easements are not included within this SOS.
6. Grading and roadway as-builts beyond what is needed for Record Drawings are not included within this SOS.

Schedule

This proposal is based on timely completion by the contractor per their provided construction schedule. The schedule does not anticipate additional effort for unknown factors/complications

Water Main Distribution System Improvements (City Project 2020-20); Mitchell, SD
Construction Administration & Observation Services

associated with discovery of potential unknowns or other factors beyond the control of InfrastructureDG.

Fee

The development of the task list required for the improvement project is based on previous experience and discussions held with City of Mitchell staff. A separate spreadsheet is also attached showing the breakdown of hours. InfrastructureDG requests an amendment to the existing contract in the amount of \$165,555 as detailed above and in the attached breakdown of hours.

Original Contract amount -----	\$731,728.00
Amendment 1 (CA on Pump Station / GSR) – amendment amount -----	\$730,959.34
<u>Amendment 2 – amendment amount -----</u>	<u>\$165,555.00</u>
NEW TOTAL CONTRACT AMOUNT -----	\$1,628,242.34

AE2S Scope of Services

2. Description of Modifications

- a. Subconsultant shall perform the following Additional Services: Construction Phase Services and Post-Construction Phase Services associated with the Water Distribution Modifications.

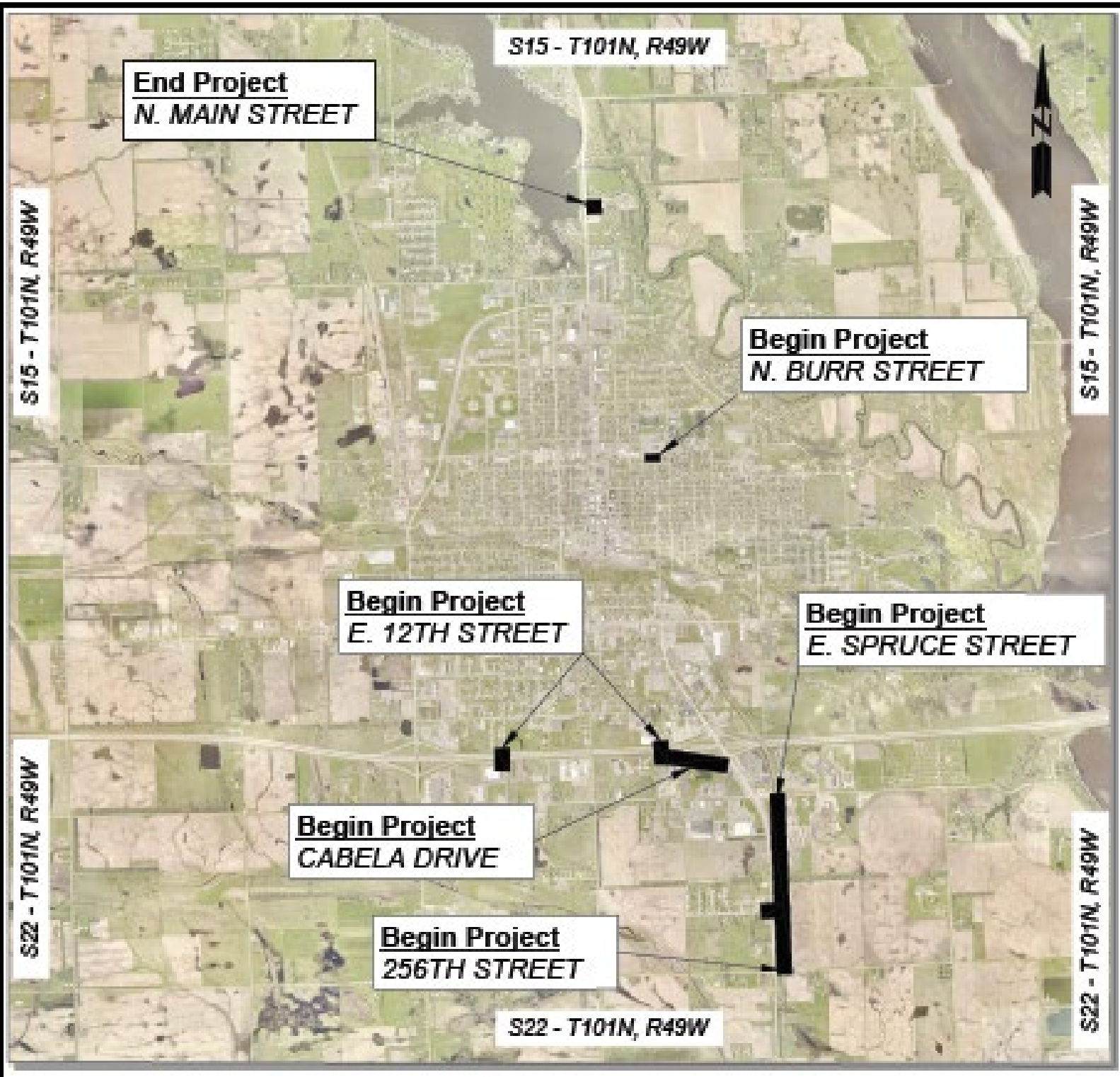
The specific services to be provided or furnished by Engineer under this Task Order are:

- Construction Phase Services:
 - Assistance to Engineer in General Administration of the Construction Contract: Consult with, advise, and assist Engineer in Engineer's role as Owner's representative as provided in the Prime Agreement and the Construction Contract. All of Subconsultant's communications with Owner and Contractor shall be through or with the knowledge of Engineer.
 - Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at Site. Meeting may be conducted via telephone, video conference, or other remote method depending on the Owner and Contractor preference. Meeting shall be a maximum of four (4) hours in duration, including travel time to the site, if Owner or Contractor shall require.
 - Clarifications and Interpretations: Accept from Engineer submittal of all matters in question (to the extent pertinent to Subconsultant's Services) concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, recommend to Engineer a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents.
 - Field Orders: Recommend to Engineer any necessary or advantageous minor changes in the Work that Engineer may wish to consider ordering through issuance of a Field Order.
 - Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Engineer, as appropriate, and prepare Change Orders and Work Change Directives as required.
 - Shop Drawings and Samples: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other data that Contractor is required to submit to Engineer with respect to Work designed or specified by Subconsultant, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Subconsultant shall meet any Contractor's submittal schedule that Engineer has accepted.

- Substitutes and "or equals": Consult with and advise Engineer concerning, and determine the acceptability of, substitute and "or equal" materials and equipment proposed by Contractor.
- b. For the Additional Services or the modifications to services set forth above, Engineer shall pay Subconsultant the following additional or modified compensation, excluding an additional \$100 in reimbursable expenses:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study & Report Phase (A1.01)	N/A	N/A
b. Preliminary Design Phase (A1.02)	N/A	N/A
c. Final Design Phase (A1.03)	N/A	N/A
d. Bidding & Negotiation Phase (A1.04)	N/A	N/A
e. Construction Phase (A1.05)	\$5,980	Hourly
f. Post Construction Phase (A1.06)	N/A	N/A
Total of Amendment 1 Services	\$5,980	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly when Authorized

- c. The schedule for rendering services under this Task Order is modified as follows:
- Construction Phase in 2023 and 2024



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:	August 21, 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 Agreement #A2023-34, Professional Services related to the Jetty and Dock Construction Project #2023-03 with Shive-Hattery		
Explanation/Background of Agenda Item Requested:	A2023-34 with Shive-Hattery for Professional Services Related to the Jetty and Dock Construction The Council approved an agreement with Shive-Hattery on August 3, 2020 to complete professional services related to completing plans for a break-water jetty and marina master planning. Since, the City has utilized the information provided from their services to apply for an Economic Development Grant which was granted for \$1,000,000. Staff has requested services from Shive-Hattery to finalize construction documents for bidding and provide bidding and construction phase services for the project. Services will include an alternate bid for completing the break-water jetty when the area is dry, provide design services for shelter structure footings on the jetty, provide electrical engineering services for the addition of electrical service to the site, provide specifications and materials for the procurement of a dock system, bidding phase services and construction phase services. Total cost is \$49,300 and is broken down as shown below. Modify Construction Docs - - Earthfill Jetty Bid Alternate - \$9,850, Fixed Fee - Electrical - \$8,300, Fixed Fee - Shelter Foundation - \$3,750, Fixed Fee - Dock System Work - \$9,600, Fixed Fee Bid Phase Services - \$2,600, Fixed Fee Construction Phase Services - \$15,200 Hourly Not to Exceed Staff recommends approving the proposed agreement with Shive-Hattery a total fee of \$49,300 as outlined in the proposal.		

PROFESSIONAL SERVICES AGREEMENT

ATTN: Joe Schroeder
CLIENT: City of Mitchell, SD
612 North Main St
Mitchell, SD 57301

PROJECT: City of Mitchell, SD - Jetty and Docks Construction

PROJECT LOCATION: Mitchell, SD

DATE OF AGREEMENT: August 9, 2023

PROJECT DESCRIPTION

Construction document modifications, bidding, and construction phase services for the breakwater jetty project on Lake Mitchell.

SCOPE OF SERVICES

We will provide the following services for the project:

1. Modification of Breakwater Jetty Construction Documents for Drained Lake Scenario.
 - A. S-H to update design and re-issue the construction documents. Effort to include:
 - i. Prepare an bid alternate for constructing the Breakwater Jetty in a drained lake scenario.
 1. Review Drawdown and/or Lake Restoration plans for drawdown and mechanical dredging and construction activities in the project vicinity.
 2. Review jetty foundation conditions and identify required foundation preparation.
 3. Update cross section of jetty and re-calculate project quantities of fill and rock.
 4. Work with City to identify borrow location for fill material. Any geotechnical exploration or materials testing will be handled as an additional service.
 - ii. Provide design for a mat foundation for a future shelter proposed on the jetty top. Assume prefab shelter to be identified by City.
 - iii. Provide electrical design lighting and power along the shoreline for proposed dock systems. No electrical will extend on the breakwater jetty footprint.
 1. New electrical service coordinated with the local utility company.
 2. Coordination of electrical requirements with the dock vendor as determined.
 3. Details and specifications to meet the required National Electrical Code (NEC).
 - iv. Assist with procurement of dock systems for the marina.
 1. Assist City with reviewing up to three (3) dock system alternatives and selecting a preferred system.
 2. Prepare performance specifications for selected system and incorporate into construction documents.
 3. We assume dock foundations/anchorage will be designed by the selected contractor and their equipment vendor.
 - v. Re-issue construction documents to City.

2. Bid Phase Services
 - A. Answer a reasonable amount of Contractor questions during bidding phase and prepare documentation for addenda and clarifications as requested.
 - B. Distribution of bid documents and receiving of bids will be handled by the City.
 - C. Review bid tabulation prepared by others.
3. Construction Phase Services
 - A. Review shop drawings and product information submitted by contractor.
 - B. Schedule and conduct one (1) virtual preconstruction meeting with the Owner and Contractor.
 - C. Review pay requests as requested.
 - D. Review and respond to requests for information and preparation of change orders to be approved by the City.
 - E. Answer a reasonable amount of questions from contractors to clarify design intent.
 - F. Coordinate with City staff through periodic phone calls, and review of construction photos to observe construction progress and answer questions.
 - G. Perform up to one (1) site visit to observe construction of the Breakwater Jetty.
 - H. Perform one (1) site visit to observe installation of dock systems.
 - I. Perform one (1) site visit at the completion of construction to prepare a punch list.

CLIENT RESPONSIBILITIES

Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as architectural/engineering services and should not be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products and securities.

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Modify Construction Docs for Drained Lake	Fixed Fee		Included	\$31,500
Earthfill Jetty Bid Alternate		\$9,850		
Electrical		\$8,300		
Shelter Foundation		\$3,750		
Dock System Specifications		\$9,600		
Bid Phase Services	Fixed Fee	\$2,600	Included	\$2,600
Construction Phase Services	Hourly w/Max	\$15,200	Included	\$15,200
TOTAL				\$49,300

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.
- Hourly w/Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Marina building, fuel station, or shelter design
2. Provide environmental investigations including but not limited to wetland delineation.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery May 2023

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services

performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment Act (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Luke Monat, Civil Engineer
lmonat@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Mitchell, SD

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____



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:	August 21, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	\$0		
Agenda Item:	Action to Approve Agreement #A2023-35, Airport Boiler Replacement Project #2023-31 with Krohmer Plumbing		
Explanation/Background of Agenda Item Requested:	Action to Approve Airport Boiler Agreement #A2023-35 with Krohmer Plumbing The Airport Manager Mike Scherschligt has been having issues with the current boiler in the maintenance shop (SRE1) since November. Mike was able to keep the space heated between fixing the boiler and operating portable heaters throughout the winter. It has been determined that the boiler is at the end of its useful life and needs to be replaced. The boiler was installed in 2012. Krohmer Plumbing has provided a cost to replace the boiler for \$22,175.00. The quote includes all work to make the new boiler operational with our existing system. See attached quote for detailed information. Staff recommends approval for Krohmer Plumbing to replace the boiler at the Airport Maintenance Shop.		

Proposal
KROHMER PLUMBING
401 SOUTH OHLMAN
MITCHELL, SD 57301
PHONE: 605-996-2752 FAX: 605-996-0929

PROPOSAL SUBMITTED TO	PHONE	DATE
Mitchell Airport	605-770-4594	6/21/2023
ATTN: Mike Scherschligt	Job	
	Boiler Replacement	
Mitchell, SD 57301	Location	
	Mitchell	
Email	ESTIMATOR	JOB PHONE
msj3@mitchelltelecom.net	Dana Jensen	

We propose to furnish and install the plumbing as described in the below scope of work:

Proposal Is To Replace The Existing Boiler With A New High Efficiency Boiler.

Modifications Will Be Made In Repiping The New Boiler To Simplify The System

Hot Water Heating System

We Will Reconnect To Existing Hot Water Piping At The Boiler

The Existing Glycol Will Be Removed So The System Can Be Cleaned & Flushed To Remove Any Foreign Debris That May Be Trapped In The System

Glycol Will Be Stored On Site In A Tote For Reinstallation

Once The System Has Been Repiped, The System Will Be Cleaned & Flushed The Glycol To Be Reinstalled Once All Flushing Is Complete

Boiler & Equipment

- (1) Vitodens B1HE-150 95% High Efficiency Natural Gas Boiler With Outdoor Sensor
- (1) Universal Boiler Stand
- (1) Grundfos 26-99 SS 3 Speed Circulating Pump With Flanges & Drain
- (1) Digital Mini Feeder (4.5 Gallon)
- (1) Sep 4 Hydraulic Separator (Magnetic, Air, Dirt & Hydraulic Separator)
- (1) Condensate Neutralizer
- (1) Boiler Exhaust Venting
- (1) Connect To Existing Gas Piping

Proposal Includes Hooking Onto Existing Boiler Piping In The Mechanical Room.

Reconnect The Gas Piping To The New Boiler.

Reconnect The Combustion Air To The New Boiler.

No Low Voltage or Electrical Work Included. Supplied & Installed By Others

Energy Dynamic Start Up Included

Plumbing Scope of Work Bid Amount: \$22,175.00

NOTES: SALES TAX INCLUDED. SOUTH DAKOTA EXCISE TAX INCLUDED

Does not include excise tax, payment & performance bond, builder's risk insurance, painting, cutting or patching of walls, floors, ceilings, and/or concrete pads, sheet metal work, HVAC, balancing, temperature controls, fire protection work, temporary heat, temporary water & sewer, dewatering, ground thawing equipment, or removal and/or replacement of unsuitable soils.

Payment to be made as follows: **Payment Due Upon Completion - No Retainage**

All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature

Note: This proposal may be withdrawn by us if not accepted within

Dana Jensen

30 days.

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:	August 21, 2023	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Approve Agreement #2023-		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2023-36, Corn Palace Service Agreement with the Mitchell Area Chamber of Commerce		
Explanation/Background of Agenda Item Requested:	The City of Mitchell has had an ongoing agreement with the Chamber of Commerce to operate a gift shop within the Corn Palace. That agreement expires in August 2023, so the City and Chamber have been negotiating a new Corn Palace Service Agreement to operate the gift shop in the Corn Palace starting in May, 2024. The proposed agreement is a two-year agreement with a flat-fee rent set at \$165,000 for 2024. This rent would reflect a 17% increase from the 2023 base rent of \$140,760. The proposed agreement does not include the 5% of gross sales above \$750,000 which is included in the current agreement.. For the second year of the agreement, the flat-fee rent will increase by the Consumer Price Index (CPI). For any renewals beyond the initial two years, both the Chamber and City would need to agree prior to May1 to extend the agreement. Those renewals would also require rent to be increased by the Consumer Price Index. If the City and Chamber do not agree to renew the agreement before May 1, the agreement will expire and will need to go back through City Council Approval. The contract has been considered a "sole source procurement" by the City of Mitchell, and because of this it is not listed as a public bid.		

MITCHELL CORN PALACE SERVICE AGREEMENT (A2023-)

AGREEMENT made and entered this ____ day of _____, 2023, to take effect as set forth in Section 3 below, by and between the City of Mitchell, South Dakota, a municipal corporation ("City"), and the Mitchell Area Chamber of Commerce, a South Dakota non-profit corporation, ("Chamber"); WITNESSETH:

Definition of Terms:

- (a) "Chamber Enterprise Division Director" shall mean the individual employed by the Chamber for purposes of the implementation of this Agreement by the Chamber.
- (b) "Corn Palace" shall mean the municipal auditorium of the City and shall include the entry way, lobby, seating area, basketball floor area (sometimes called the "main floor area"), stage area, the hallways on the north and south insides of the building connecting the lobby area to the main floor area and the interior seating area on the west side of the building, and the rooms adjacent to the stage area.
- (c) "Gross Sales" shall mean the total amount of funds collected for all sales of gifts, souvenirs and novelty items upon the Premises by the Chamber, but shall not include any sums collected and remitted for any type of sales or excise tax, any exchange of gifts, souvenirs or novelty items, or the amount of any sale where some or all of the sale is returned and a refund is made.
- (d) "Premises" shall mean that portion of the Corn Palace which shall be used and occupied by the Chamber in its gift shop service operation within the Corn Palace, more particularly described as the main floor area, the stage area, and a room designated by the City for the use of the Chamber adjacent to the stage area.
- (e) "Price Keystone" shall mean the wholesale price for an item plus one hundred percent (100%) plus shipping costs.
- (f) "Service Agreement" shall mean the Agreement described in Section 1 of this Agreement.
- (g) "Summer Season" shall mean the period of time between the first to occur of Memorial Day weekend or after completion of the graduation ceremonies of Mitchell Technical College, Mitchell High School and Dakota Wesleyan University, and extending through the first to occur of

either the completion of Labor Day weekend or the commencement of Corn Palace Week.

1. **PURPOSE - COOPERATION OF PARTIES.** The City owns the Corn Palace which is a major tourist attraction for the City during the Summer Season. To enhance the tourist experience at the Corn Palace, the City desires to enter into a Service Agreement with a South Dakota non-profit entity for a term of two (2) year that will operate a gift shop-souvenir-novelty business on the main floor of the Corn Palace during the Summer Season. The non-profit entity will pay the City a set fee for the opportunity to provide said service, and would agree to use a portion of the profits earned by it from the operation of the gift shop business to promote and market the Corn Palace, provide tours and tour guides and Corn Palace greeters during the Summer Season. In addition, the non-profit entity will assist the City in the development of the Corn Palace and Corn Palace area. In addition to the above services, the non-profit entity will be required to perform other services and acts set forth within this Agreement. The City finds that in accordance with SDCL 5-18A-8 services it is seeking are of a unique nature and that the only non-profit entity in the area that is able to provide such services is the Chamber. The City further finds that said selection of the Chamber is based on the fact that the Chamber has provided these services on behalf of the City over the past many years and is the only practicable source to provide such services based on the uniqueness of the services the city is seeking. Therefore in accordance with SDCL 5-18A-8, the City has determined that this Service Agreement may be awarded to the Chamber without competition. **The parties acknowledge that the implementation of this Agreement is intended to provide benefits to each party. Accordingly, each party shall in good faith seek to cooperate in all respects with the other party; in particular, each party shall be cognizant of the needs of the other party in respect to the implementation and administration of this agreement and any decisions made in respect thereto. Should any conflict or disagreement arise between the parties regarding the implementation and administration of this Agreement which is not resolved by the respective representatives of the parties, each party shall have the right and opportunity to bring the disagreement before the governing board or council of the other party; which Board or Council shall in good faith seek to resolve the disagreement or conflict in a manner which mutually recognizes the needs of each party. Each party acknowledges that an amicable and cooperative relationship between the parties in respect to the implementation and administration of the terms of this Agreement is of paramount importance to the success of the venture undertaken herein for the benefit of each of the parties.**

2. **CHAMBER'S USE OF PREMISES.** Chamber shall have the exclusive right to operate a gift shop-souvenir-novelty business upon the Premises, which shall consist of sales of gifts (including gift baskets which may include prepackaged food), souvenirs, and novelty items. In addition, specific prepackaged food items, as listed on Exhibit A attached hereto and incorporated herein by reference, may also be sold by

Chamber. Exhibit A may be updated upon unanimous, signed agreement of the Corn Palace Director and City Administrator on behalf of the City and the Chamber Executive Director and Chamber Enterprise Director. Chamber shall be permitted to conduct tours of the Corn Palace outside of the Summer Season at times when the Corn Palace is open to the public.

3. TERM. The term of this Agreement shall be for a period commencing on May 1, 2024 and expiring on August 31, 2025.

4. ACCESS - KEY. For purposes of accommodating the set up and tear down by Chamber of its equipment and furnishings, five keys or other security devices to the Corn Palace will be provided by the City to the Chamber Enterprise Division Director which shall not be duplicated, and which shall be returned to the City upon the Completion of set up or tear down, as the case may be. The sole and only person who shall use that key/security device shall be the Chamber Enterprise Division Director, and/or their managers, except on express permission from the City Corn Palace Director or the Mayor of the City.

5. PAYMENT TO CITY. Chamber shall remit to City during the term, as consideration for the services Chamber will provide, the total sum of One Hundred Sixty-Five Thousand Dollars (\$165,000.00) per Summer Season, payable in three equal installments commencing with the first payment due June 15, the second payment due July 15, the third payment due August 15. Any renewal of this Service Agreement by Chamber and City for any Summer Season will be agreed upon no later than May 1 of the year preceding the renewal period. By way of example, City and Chamber must agree on or before May 1, 2024 to renew the Service Agreement for the 2025 Summer Season, and on or before May 1, 2025, to renew the Service Agreement for the 2026 Summer Season, and so forth. If the Parties elect to renew, the Summer Season fee shall be increased by the rate of inflation as indexed to the Consumer Price Index for All Urban Consumers (CPI-U).

Chamber shall, at the time of payment, provide City with a Profit and Loss Statement for the Corn Palace Gift Shop for that year's operations which includes only revenue and expenses from the summer months directly related to Chamber operations in the Corn Palace itself. Any Chamber revenues or expenses which do not solely relate to the in Corn Palace Gift Shop, but are partially attributable to the same, shall be listed separately along with an estimated pro-rated share of the amount of the total revenue or expense that is attributable to the in Corn Palace Gift Shop operation.

6. RESPECTIVE USE OF SOUVENIR COIN MACHINES. City shall be permitted to operate City's souvenir coin machines in the lobby of the Corn Palace throughout the entire year. Chamber shall be permitted to operate Chamber's souvenir coin machines in the Premises during the Summer Season.

7. **WORLD'S ONLY CORN PALACE LOGO LICENSE.** City shall grant to Chamber a separate license to utilize the World's Only Corn Palace Logo for the purposes of promotion and placement onto merchandise which shall not have a shorter effective term than this Agreement. City shall not grant a license to any third party for the purpose of merchandising except with the written permission of Chamber. Notwithstanding the preceding, City may grant third parties a license to use the World's Only Corn Palace Logo in relation to events hosted by or held at the World's Only Corn Palace.

8. **WORLD'S ONLY CORN PALACE BRANDED MERCHANDISE.** Chamber and City shall work together to agree on designs for merchandise branded with the World's Only Corn Palace logo (Branded Merchandise). Branded Merchandise shall be subject to the following terms and conditions.

- (a) Branded Merchandise shall be physically sold exclusively in the Corn Palace. During the Summer Season, Chamber shall have exclusive rights to sell Branded Merchandise and non-branded merchandise in the Corn Palace. However, Chamber will not sell branded concession drink cups or branded popcorn bins sold in City's concessions stands.
- (b) Outside of the Summer Season, City shall have the exclusive right to sell Branded Merchandise and non-branded merchandise in the Corn Palace. In addition, City shall have the right to sell branded concession drink cups and branded popcorn bins in City's concession stands throughout the entire year. City, in its sole discretion, may allow other third parties to sell non-branded merchandise in the Corn Palace in connection with events held at the Corn Palace.
- (c) Terms relating to Branded Merchandise may be updated upon unanimous, signed agreement of the Corn Palace Director and City Administrator on behalf of the City and the Chamber Executive Director and Chamber Enterprise Director. Such modifications, should they take place, shall be attached to this agreement as an exhibit.

9. **OFFICE/STORAGE SPACE WITHIN THE PREMISES.** City shall permit Chamber to utilize portions of the Corn Palace and City Hall area for storage as designated by City. Such storage may not be available due to space constraints, construction/remodeling, or other circumstances making the provision of storage space impracticable. Chamber agrees that it shall store its property at its own risk and that the City is not liable in any manner for any damage, loss, or destruction of Chamber property so stored, and that the Chamber will hold City harmless from any claims by any persons, entities, or organizations for loss, damage, or destruction of Chamber property so stored.

10. INDEMNIFICATION/INSURANCE. Chamber does hereby release City from any and all liability for damages to both person and property of Chamber or its employees occurring incidental to the Chamber's operations upon or within the Premises pursuant to this Agreement, unless the same is caused by the negligent act or inaction of the City, City's employees or agents, and shall hold City harmless from all such claims or damages. Without cost or expense to the City, Chamber shall maintain in effect comprehensive general liability insurance, including property damage, bodily injury and products liability, insuring City and Chamber against all claims for damages arising from the Chamber's operations under this Agreement, with combined limits of at least one million dollars (\$1,000,000.00). Chamber further agrees that it shall hold harmless and indemnify City from any claim for damage arising from the operations under this Agreement. Chamber also agrees to carry fire and extended coverage insurance adequately covering Chamber's fixtures, personal property and equipment, installed in or used in conjunction with Chamber's operations; and Chamber shall maintain in effect workman's compensation insurance as required by law. Chamber shall provide to the City finance officer current certificates of insurance, evidencing such insurance coverage in full force and effect in a company acceptable to City.

11. COVENANTS OF CHAMBER. Chamber covenants and agrees that it shall:

- (a) observe and comply with such rules, directives and/or regulations as City may from time to time issue, including such as are in City's reasonable judgment necessary or desirable for the safety, care, and cleanliness of the Corn Palace, the Premises, and patrons;
- (b) not mark, print, drill into, or in any way deface the walls, ceilings, partitions, or floors, or suffer waste or damage to be committed on the Premises or within the Corn Palace;
- (c) provide all fixtures and equipment necessary to operate the gift, souvenir, and novelty business;
- (d) employ personnel to service its gift shop. All such employees and attendants engaged in the sale of merchandise shall be paid by Chamber, and at all times while being paid by the Chamber shall be employees of the Chamber and not of the City. The parties acknowledge that some employees may, on a given day, work part time for the Chamber and part time for the City;
- (e) not assign this Agreement nor any part hereof without the consent of the City.

- (f) abide by all ordinances of the City and all laws and regulations of the state of South Dakota and of the United States of America, to include, but not limited to licensing and other operations applicable regulations relating to the sale of food or drink for human consumption in all material respects.
- (g) not use the Premises for any purpose except as provided for herein;
- (h) at the end of each summer season, vacate the Premises leaving the same in as good a condition and repair as when such occupancy commenced, reasonable wear and tear excepted;
- (i) will not place on the basketball floor any item or items that will cause damage to the floor. City shall have the right to direct Chamber to alter the method of placement of those items of the basketball floor so as not to cause damage to the floor; and
- (j) will voice any concerns regarding Corn Palace maintenance, the Corn Palace building, or any other concerns through the Corn Palace Director and not directly to City staff.

12. COVENANTS OF CITY. In addition to all other covenants provided by City elsewhere in this Agreement, City also agrees as to the following:

- (a) to consult with Chamber regarding the performance of maintenance or construction upon the Premises or other portions of the Corn Palace, the undertaking of which may disrupt Chamber's operations; and to the extent reasonably possible, will undertake any such construction during a time and in a manner that will not interfere with the Summer Season operations;
- (b) to secure the Premises when the Chamber business is not open to the public. Chamber understands that the Corn Palace will at all times, as deemed appropriate by the City, be accessible to City workers, repairmen, maintenance personnel and other authorized personnel;
- (c) to refrain from selling Corn Palace related souvenirs in the Corn Palace or online except as permitted by Sections 6 and 8 of this Agreement or as may be further agreed by the parties upon unanimous, signed agreement of the Corn Palace Director and City Administrator on behalf of the City and the Chamber Executive Director and Chamber Enterprise Director.
- (d) will be responsible for directing or supervising work and activities of City employees working within the Corn Palace; and

- (e) will address any concerns it has regarding Chamber staff through a designated Chamber staff member.

13. **PARTIALLY DESTROYED OR DAMAGED PREMISES.** It is agreed that the City shall not be liable to the Chamber in the event that the Premises or other portions of the Corn Palace, or any part thereof, shall be destroyed or damaged by fire or other unavoidable casualty, act of nature or act of God, such that the same shall be unfit for occupancy and use by Chamber as provided in this Agreement.

City shall not be liable to Chamber in the event that the Premises or other portions of the Corn Palace become unusable for a period of time due to needed repairs, alterations to the structure, remodeling, or any other type of construction activity that would affect the usage of the Corn Palace or the Premises; however, City will consult and work with the Chamber to attempt to schedule such work so as to minimize its effect on Chamber's Summer Season operations.

14. **DEFAULT.** City shall give Chamber written notice of any default by Chamber in payment due the City or performance of any other obligation to be kept or performed by Chamber, and if such default continues for a period of thirty (30) days after receipt by Chamber of such written notice, City may thereafter without further notice or demand terminate this Agreement and forfeit all rights of the Chamber hereunder; however, if the nature of such default is such that more than thirty (30) days are reasonably required for its cure, then Chamber shall not be deemed to be in default if Chamber commenced such cure within said thirty (30) days period and thereafter diligently pursues such cure to completion. City's remedy provided in this provision is cumulative and shall in no way impair or prevent City from pursuing any other remedies at law or in equity. In the event of default on the part of the City, Chamber shall have such remedies as are provided by the laws of the state of South Dakota, to include specific performance.

15. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of South Dakota.

16. **SEVERABILITY.** If any term or covenant of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent provided by law. No waiver of the breach of any provision of this Agreement shall be a waiver of any continuing or subsequent breach of the same or other provision in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and date first above written.

CITY OF MITCHELL, SOUTH DAKOTA

By _____
Its Mayor

Attest:

City Finance Officer
(Seal)

MITCHELL AREA CHAMBER OF COMMERCE

By Heidi Beck
Its CEO

EXHIBIT A
List of Specific Prepackaged Food Items
Permitted to be Sold under Section 2 of the Agreement

Gift Baskets

Individual corn suckers

Large packages of saltwater taffy of no less than thirty (30) pieces

Summer sausages

Specialty jams, jellies, honey, etc.

Unpopped popcorn

Seasonings and cooking mixes

Packages of tea and coffee beans or grounds

Cheese spread, salsa and sauces

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:	August 21, 2023	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Action to Approve Resolution #R2023-61, A Resolution of Intent to Create Business Improvement District #4		
Explanation/Background of Agenda Item Requested:	The council previously established the area for proposed Business Improvement District 4 and appointed a BID board. The BID 4 Board met on August 15, 2023 and recommended that the council adopt the proposed ordinance as presented. Before adopting the ordinance, council must pass a resolution of intent regarding the ordinance and provide notice by mail. This resolution satisfies the statutory requirements of state law and continues the process of establishing BID 4. Notice will be mailed to impacted properties at least 30 days prior to the hearing scheduled for October 2, 2023 at 6:00 PM in the City Hall Council Chambers.		

RESOLUTION R2023-61

A RESOLUTION OF INTENT TO CREATE BUSINESS IMPROVEMENT DISTRICT #4.

WHEREAS the City Council for the City of Mitchell, South Dakota did previously establish the boundaries of proposed Business Improvement District #4 (BID 4) pursuant to Resolution R2023-54 passed in regular session on August 7, 2023; and

WHEREAS the Board for such proposed business improvement district did meet on August 15, 2023 and recommend the adoption of a proposed ordinance creating BID 4 within the boundaries previously established and upon such terms and conditions presented in the proposed ordinance; and

WHEREAS South Dakota law requires the passage of a Resolution of Intent prior to the creation of a business improvement district.

NOW THEREFORE BE IT RESOLVED by the City Council for Mitchell, South Dakota that:

1. That the proposed BID 4 consists of the area previously established by and is described as that property within the City boundaries which is zoned and used for hotel, motel, or lodging establishment. (An initial list of the qualifying properties shall be maintained by the Finance Officer).
2. A public hearing shall be held by the City Council for Mitchell, South Dakota on October 2, 2023 at 6 p.m., in the City Hall Council Chambers at which time all parties for or against the creation of this new business improvement district may appear and be heard as provided by law.
3. Within the district, the following public facilities, improvements, and activities to be made or maintained are proposed to take place:

The enhancement, expansion, marketing and promotion of visitor facilities, events, attractions and activities benefiting the city and its hotels, motels, and lodging establishments located within BID 4 consistent with the purposes set forth in SDCL 9-55-3.

4. The revenue to support the items described in Section 3 shall be raised as follows:

Each property located within the BID (“BID Properties”) will be subject to an occupational tax. The occupational tax will be in the amount of \$2.00 per occupied night imposed upon the hotels, motels, or lodging establishments in the district based upon rooms rented to transient guests. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a hotel, motel, or lodging establishment on a complimentary basis whereby no fee or rent is charged for

such room. Additionally, no occupational tax may be imposed on any transient guest who stays 28 days or more consecutive nights.

SUCH METHOD OF RAISING REVENUE SHALL BE FAIR AND EQUITABLE.

5. The following costs are estimated for the items described in Section 3 and shall be paid by the following method:

The proposed costs for eligible improvements, facilities, and activities within the district are estimated to exceed all revenue generated by the tax. Such revenue shall be subject to budgetary recommendation by the BID 4 board and appropriation by the City Council.

6. The finance officer shall provide written notice of the hearing by mailing a complete copy of the resolution of intent to each owner of taxable property as shown on the property tax roll for the proposed district. In addition, a complete copy of the resolution of intent shall also be mailed to the occupant of each address located in the proposed district. Such mailing shall be completed at least thirty (30) days prior to the time of hearing.

Adopted by the Mitchell, South Dakota City Council in regular session this _____ day of _____, 2023, with:

_____ votes cast in favor of adoption,
_____ votes cast against adoption, and
_____ votes abstaining.

Robert B. Everson, Jr. – Mayor

Attest:

(seal)

Michelle Bathke – City 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:	August 21, 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 Aprove Resolution #R2023-62, Plat of Lots 8A and 8B, Block 6 of Woodland Heights First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lots 8A and 8B, Block 6 of Woodland Heights First Addition, a subdivision of Lot 3, Crane's Addition in the SE 1/4 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. Planning Commission motioned to approve; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 08-14-23.		

RESOLUTION #R2023-62

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 14th day of August, 2023; and

WHEREAS, it appears from an examination of the plat of LOTS 8A & 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE ¼ OF SECTION 34, T 103 N, R 60 W THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOTS 8A & 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE ¼ OF SECTION 34, T 103 N, R 60 W 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.

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 21st day of August, 2023.

MAYOR

ATTEST:

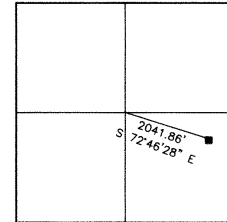
FINANCE OFFICER

{SEAL}



(IN FEET)
1 inch = 100 ft.

SEC. 34, T 103 N, R 60 W



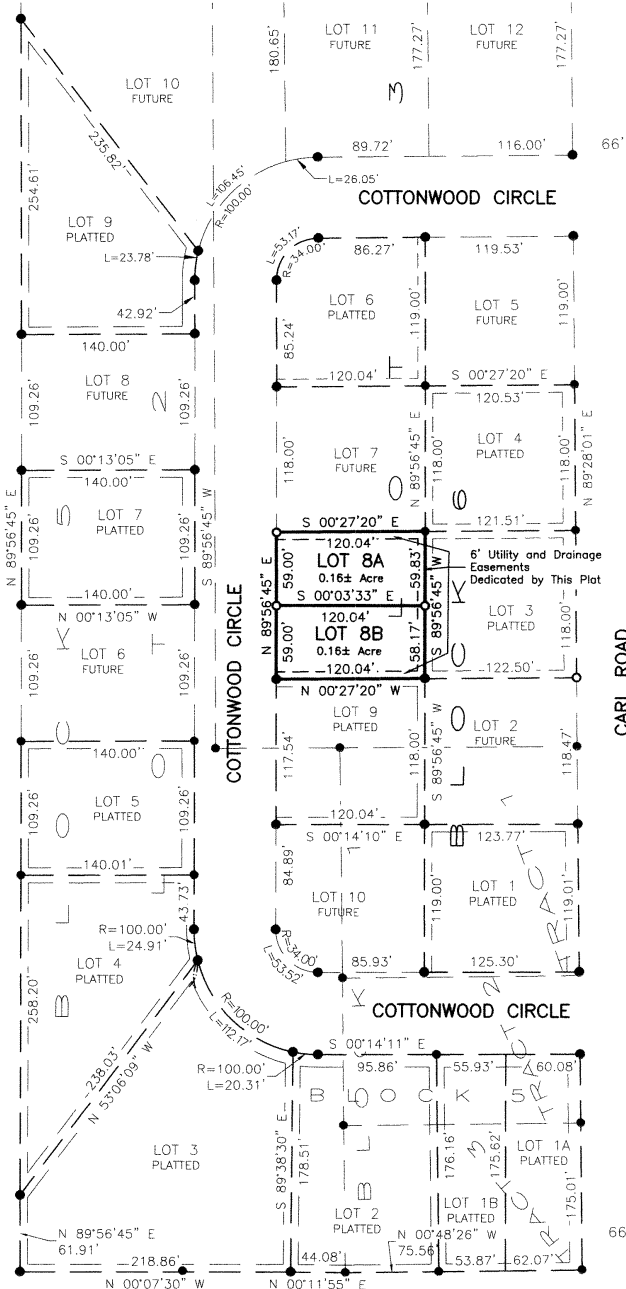
LOCATION MAP
SCALE: 1" = 3000'

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 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 P/R-6702
- WM = WITNESS MONUMENT

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

BEARINGS ARE BASED ON AN
ASSUMED COORDINATE SYSTEM
USING GPS GRID BEARINGS/GRID
DISTANCES

**EASEMENTS WITHIN LOT 8A, BLOCK 6 DEDICATED BY THIS PLAT:**

— 6' UTILITY AND DRAINAGE
EASEMENTS ALONG THE EAST AND
SOUTH SIDES

EASEMENTS WITHIN LOT 8B, BLOCK 6 DEDICATED BY THIS PLAT:

— 6' UTILITY AND DRAINAGE
EASEMENTS ALONG THE WEST AND
SOUTH SIDES

LOTS LABELED AS PLATTED OR
FUTURE ARE AS OF 07/26/2023
WHICH IS THE DATE THIS DRAWING
WAS CREATED

A PLAT OF LOTS 8A AND 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

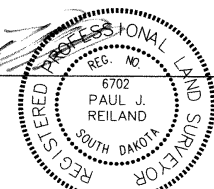
SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Ethan Co-op Lumber Association, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to July 26, 2023, survey those parcels of land described as follows: LOTS 8A AND 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, 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 8TH day of AUGUST, 2023.

Registered Land Surveyor #SD6702



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

Page 303 of 318

A PLAT OF LOTS 8A AND 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOTS 8A AND 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 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 J. Reiland, 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 LOTS 8A AND 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, 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, City of Mitchell

CERTIFICATE OF COUNTY TREASURER

The undersigned hereby certifies 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

The undersigned hereby certifies that a copy of the plat of LOTS 8A AND 8B, BLOCK 6 OF WOODLAND HEIGHTS FIRST ADDITION, A SUBDIVISION OF LOT 3, CRANE'S ADDITION IN THE SE 1/4 OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, 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)

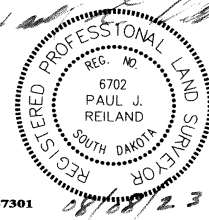
FILED for record this _____ day of _____, 2023, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

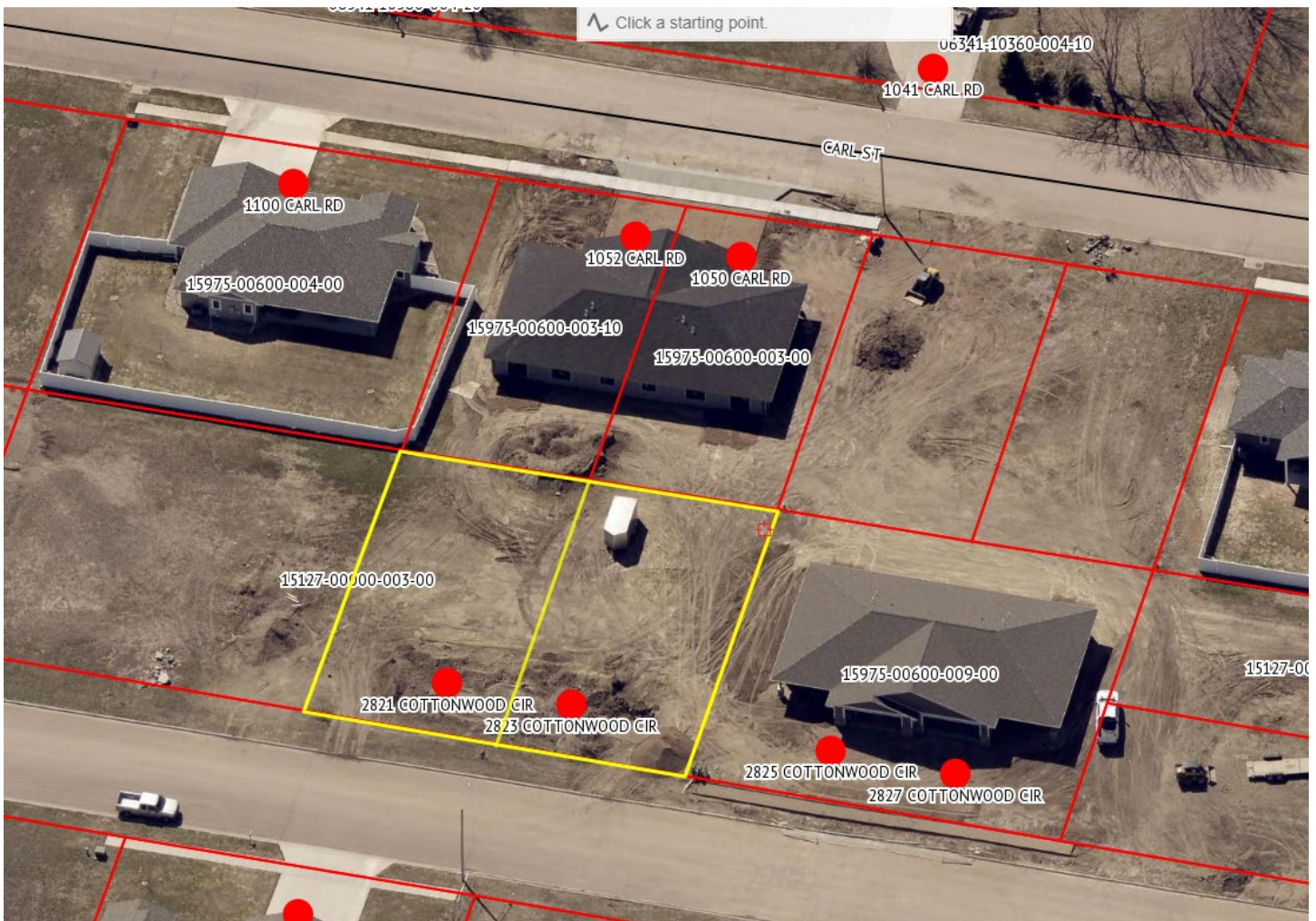
Register of Deeds, Davison County

By _____
Deputy

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





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:	August 21, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Resolution #R2023-63, Designating a Director and Alternate Director for the Dakota Mainstem Board of Directors		
Explanation/Background of Agenda Item Requested:	Action to Approve Designating a Director and Alternate Director for the Dakota MainStem Board of Directors Dakota MainStem is a proposed Rural Water System to be a whole sale provider of treated water to member rural waters and cities similar to Lewis and Clark. The piping route has not yet been determined but will be from the Missouri River near Chamberlain or Lower Brule to the east. City staff have participated in the Dakota MainStem Regional Water System Steering Committee since February 2023. By-laws were adopted on August 1 and now they are in the process of reorganizing from a steering committee to a board of directors, officers and an executive committee. The proposed resolution will designate the City's Director. It is proposed that Joe Schroeder be designated as a director and Jon Vermeulen be the alternate. There are approximately 30 entities considering designating a director. Other Cities considering joining are Brandon, Dell Rapids, Hartford, Huron, Madison, Milbank, Salem, Sioux Falls, Vermillion and Watertown. City staff recommends approval of the resolution.		

RESOLUTION #R2023-63

**A RESOLUTION DESIGNATING A DIRECTOR AND ALTERNATE DIRECTOR FOR THE
DAKOTA MAINSTEM BOARD OF DIRECTORS**

WHEREAS the City of Mitchell recognizes the importance of effective representation on the Dakota Mainstem Board of Directors; and

WHEREAS the Dakota Mainstem Bylaws allow a designated Director and Alternate Director from the City of Mitchell to ensure active participation and representation;

THEREFORE, BE IT RESOLVED that the City hereby designates the following individuals to serve as Director and Alternate Director for the Dakota Mainstem Board of Directors:

Joseph Schroeder, Public Works Director-City Engineer. The Director shall serve as the primary representative of the City of Mitchell on the Dakota Mainstem Board of Directors and shall have the authority to attend meetings, vote, and participate in decision-making processes on behalf of the City.

Jon Vermeulen, Utility Superintendent. The Alternate Director shall serve as a backup representative for the City of Mitchell on the Dakota Mainstem Board of Directors and shall have the authority to attend meetings, vote, and participate in decision-making processes when the Director cannot fulfill their duties or in their absence.

Further, be it resolved that the Director and Alternate Director are authorized to communicate with the City Council regarding matters concerning the Dakota Mainstem Board of Directors, provide updates on the board's activities, and seek input or guidance as necessary.

This resolution shall take effect immediately upon its adoption. It shall remain in force until it is amended, repealed, or superseded by subsequent resolution of the City Council.

Adopted by the Mitchell, South Dakota City Council in regular session this 21st day of August, 2023, with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

Robert B. Everson, Jr. – Mayor

(seal)

Attest:

Michelle Bathke – City 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:	August 21, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2023-06, Rezoning Lots 1 and 2, Block 24, University Addition from R3 Medium Density Residential District to HB Highway Business District		
Explanation/Background of Agenda Item Requested:	AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (1201 S Rowley St). Planning Commission motioned to recommended approval; 1 aye, 4 nay, 2 absent. Motion failed. See Planning Commission Unsigned Minutes 8-14-23.		

ORDINANCE NO. O2023-06

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED; Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the _____ day of _____, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: August 21, 2023
SECOND READING: September 5, 2023
ADOPTION: September 5, 2023



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

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

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

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

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

- Applicant is request to rezone property from R3 District to HB 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: _____

This Application is for the following described real property:

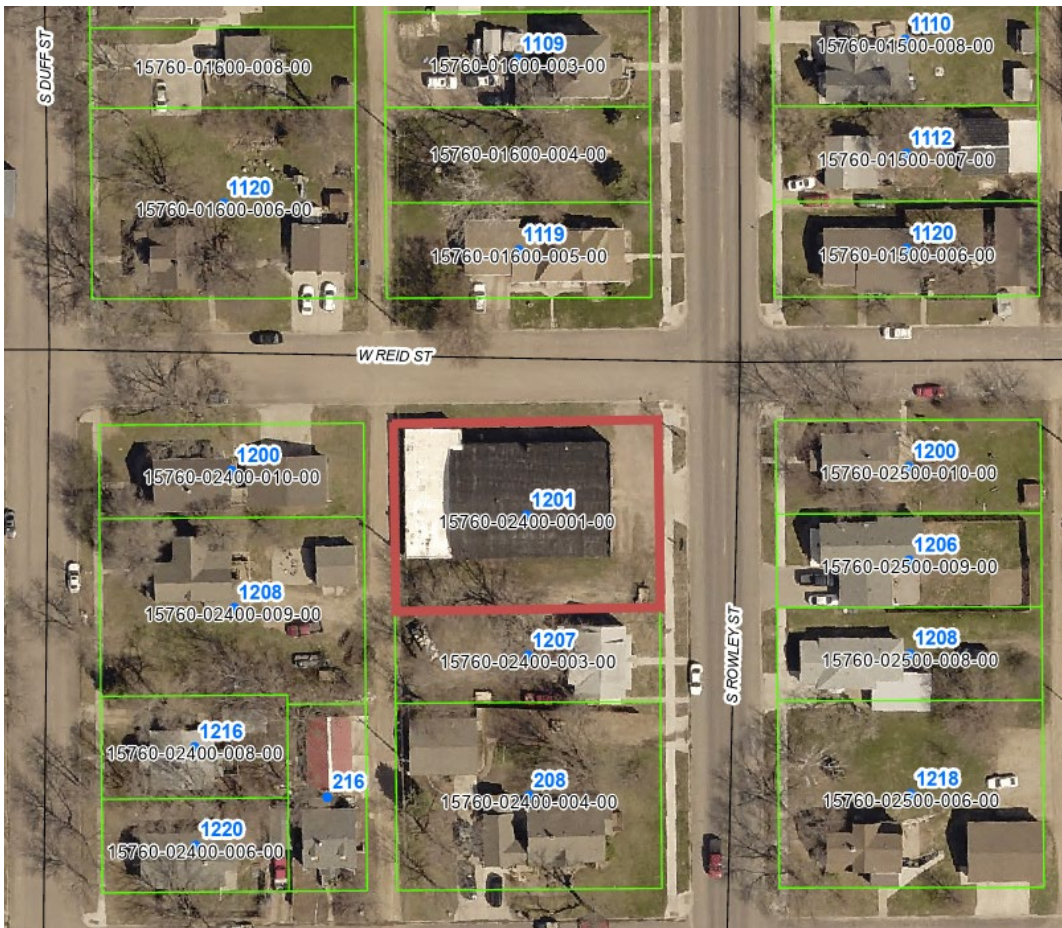
- Legal Description: Lot 1 & 2 Block 24, University Addition
City of Mitchell, Davison County, South Dakota

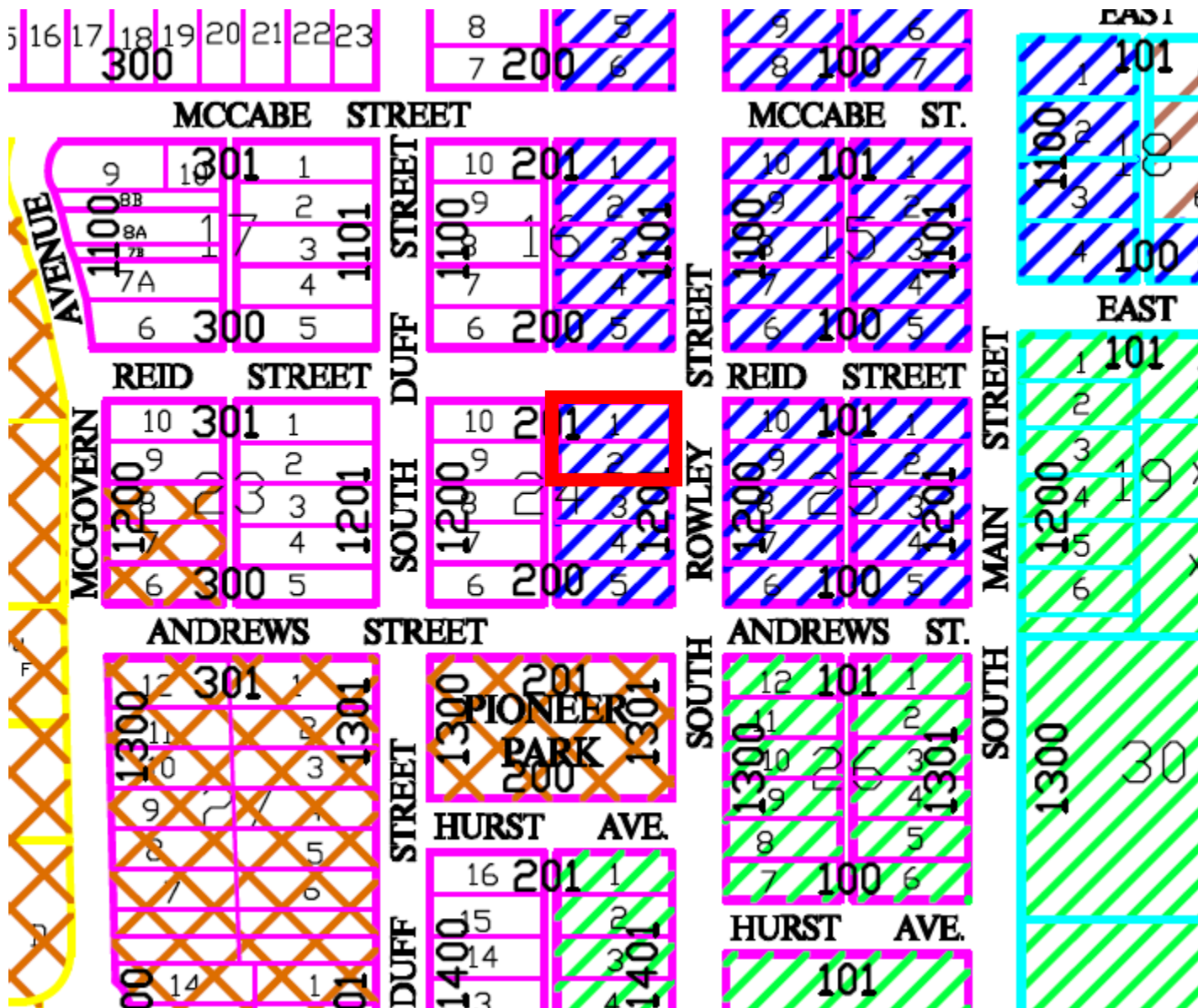
- Property Address: 1201 S Rowley St

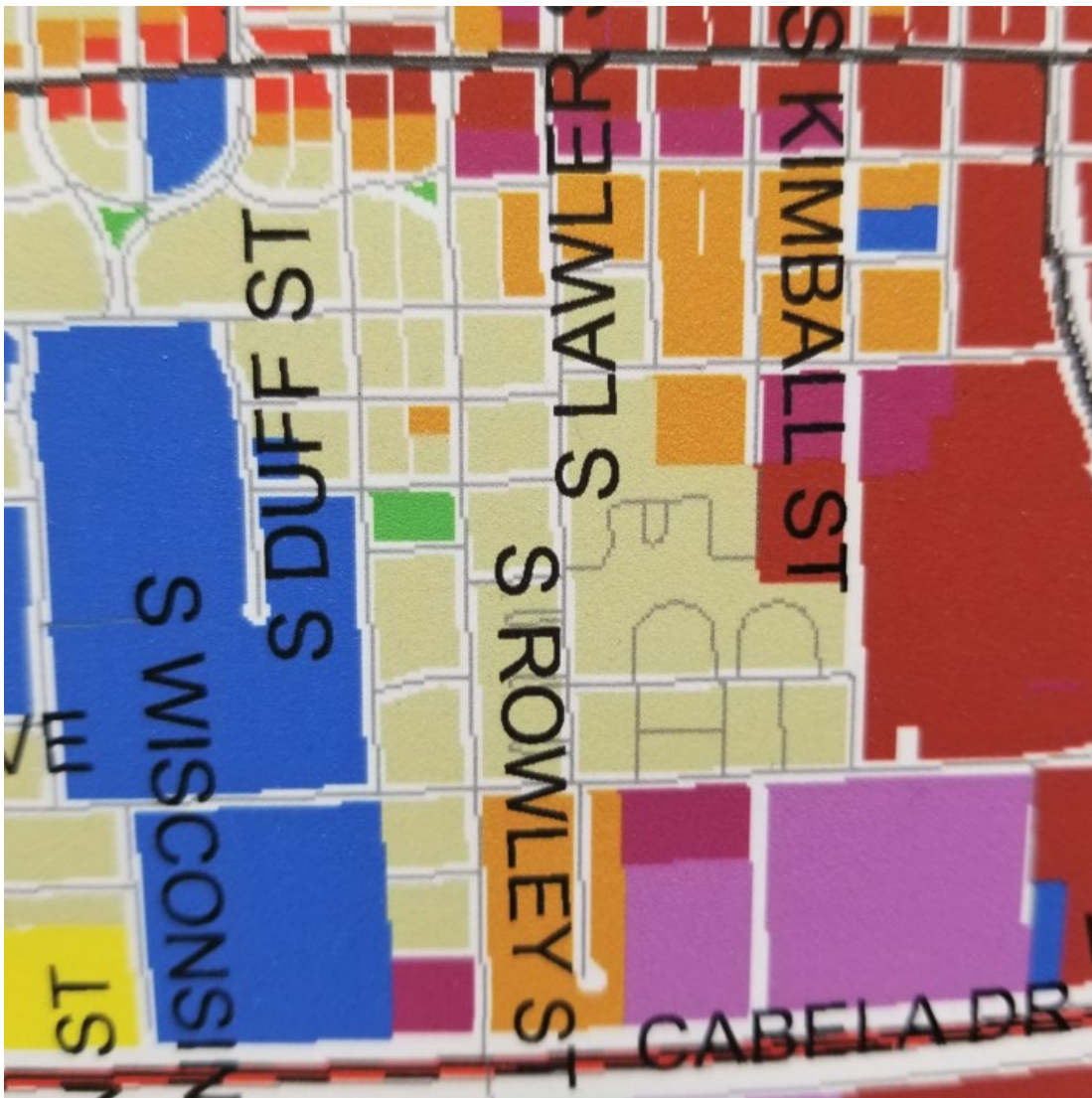
Dated this 26th day of July, 2023.

Randy Wittstuck
Applicant

Frank du Riet
Owner







NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday August 14, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, August 21, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Tuesday, September 5, 2023 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

ORDINANCE NO. O2023-

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS, Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the ____ day of _____, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: August 21, 2023
SECOND READING: September 5, 2023
ADOPTION: September 5, 2023

Published three times: August 2, 9 and 23, 2023

Approximate Costs:

Randall Wittstruck
616 S Lawler St
Mitchell, SD 57301

Ryan and Sarah Sowl
1104 S Duff St
Mitchell, SD 57301

DHE Properties LLC
45214 262 St
Canistota, SD 57012

BC Hilde LLC
2957 Dailey Dr
Mitchell, SD 57301

Holly Fechner
1208 S Duff St
Mitchell, SD 57301

Ellis Rentals LLC
1523 S Miller Ave
Mitchell, SD 57301

Caleb & Jennifer Koerner
PO Box 673
Mitchell, SD 57301

RT Capital Inc
1437 E Cherry
Vermillion, SD 57069

Christopher & Amy Pollreisz
208 W Andrews St
Mitchell, SD 57301

HP Rentals LLC
309 E 14th Ave
Mitchell, SD 57301

Elimae Stubbe
1119S Rowley St
Mitchell, SD 57301

Mellissa Schuppan
Jared Nespor
1109 W Rowley St
Mitchell, SD 57301

Mark Weiss
1110 S Rowley St
Mitchell, SD 57301

Jared & Pamela Emmett
214 W Walnut St
Parkston, SD 57366

Andrew & Ann Crothers
1120 S Rowley St
Mitchell, SD 57301

Ronald & Delores Peterson
1961 E Havens Ave
Mitchell, SD 57301

Colleen & William Morrison
2735 Cr 510 Unit 7
Brazoria, TX 77422

Maci McGhee
1208 S Rowley St
Mitchell, SD 57301

Pierson Properties LLC
25908 413th Ave
Ethan, SD 57334

August 2, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Randy Wittstruck is requesting the following property legally described as; Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (1201 S Rowley St).

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday August 14, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, August 21, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Tuesday, September 5, 2023 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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 Colleen & Tim Morrison 1206 S. Rowley St.
OWNER Mitchell, SD. 57301

2735 CR 510 Unit 7 Brazoria, Tx. 77422

ADDRESS

____ APPROVE

X DISAPPROVE

COMMENTS: We really don't think having a commercial building in a residential neighborhood is a good idea. We already live on a busy street, were there have been multiple being side swiped an hit & runs. With a new business on our street would make the street more busy and more dangerous for pedestrians & vehicles.

August 2, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Randy Wittstruck is requesting the following property legally described as; Lots 1 and 2, Block 24, University Addition, City of Mitchell, Davison County, South Dakota; be changed from R3 Medium Density Residential District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (1201 S Rowley St).

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday August 14, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, August 21, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Tuesday, September 5, 2023 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

Randy Wittstruck
OWNER

1119 South Rowley St.
ADDRESS

☐ APPROVE

☒ DISAPPROVE

COMMENTS:

August 2, 2023

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I/We

Caleb Koerner

OWNER

1220 S Duff

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS: