



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
October 2, 2023

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Salvation Army**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplements**
 - Park-Recreation Center in the amount of \$780 from a donation of funds
 - Park-Recreation Center in the amount of \$4,355 from a donation of funds
 - D. Raffle Permits**
 - E. Volunteer Board Appointments**
 - Appoint Jory Hanson to the Corn Palace Events & Entertainment Board for a term to run October 1, 2023-September 30, 2026.
 - Appoint Alex Heidinger to the Corn Palace Events & Entertainment Board to fill an unexpired term to run October 1, 2023-September 30, 2025.
 - Re-appoint Steve Morgan to the Corn Palace Events & Entertainment Board for a term to run October 1, 2023-September 30, 2026.
 - Re-appoint Jordan Gau to the Corn Palace Events & Entertainment Board for a term to run October 1, 2023-September 30, 2026.
 - F. Surplus Items to be sold on Purple Wave or destroyed-Community Services**
 - G. Surplus Items to be sold on Purple Wave or destroyed-IT**
 - H. Surplus Items to be Sold on Purple Wave or destroyed-Rec Center**
 - I. Authorization to Apply for the Urban Forestry Grant**
 - J. Set Date:1:30 PM, October 11, 2023 for Bid Opening for Cadwell Booster Station Rehabilitation Project #2023-19**
 - K. Pay Estimates**
 - L. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the**

Finance Officer

6. Motion To Approve, Request Public Comment, Roll Call

7. Citizens Input

If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.

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

A. Hearing and Action on an Application for Jason Greenway-Variance Permit

Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned UD Urban Development District.

B. Hearing and Action on an Application for Dalton Warren & Mandy Stevens-Variance Permit

Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

C. Hearing and Action on an Application for Candice George-Variance Permit

Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

D. Hearing and Action on an Application for Jeffery & Mary Lanning-Conditional Use Permit

Jeffery & Mary Lanning have applied for a Conditional Use Permit to operate a Home Occupation-Yoga Studio; located at 76 S Harmon Dr, legally described as Lot 5, Block 4, Indianhead 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

E. Action to set date for Board of Adjustment Hearing 10-16-23

Zion Lutheran Church has applied for a Conditional Use Permit to operate Religious Institute (Church Fellowship Hall and Office Space); located at 601, 605 and 611 E 4th Ave (620 E 3rd Ave existing church address), legally described as Lots 5-7, Block 32, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

F. Action to set date for Board of Adjustment Hearing 10-16-23

Zion Lutheran Church has applied for a Variance Permit for the following:

1. Side yard setback along Burr St of 17.5' vs 20' to account for the point of the building overhang.
2. Front yard setback along alley of 16.5' vs 25' to account for pedestrian drop-off roof and overhang.
3. Off-street parking on-site of 0 vs 89 spaces. Standard parking and ADA parking is located on existing adjacent church property and additional parking is planned in the next phase of construction to the east of the subject property.

This is located at 601, 605 and 611 E 4th Ave (620 E 3rd Ave existing church address), legally described as Lots 5-7, Block 32, Cooley & Guernsey 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. **Action to Approve Agreement #A2023-41, SD DOT Section 5311 and Title IIIB Grant Funds**
11. **Action to Approve Agreement #A2023-42, SD DOT Section 5310 Grant Rolling Stock**
12. **Action to Approve Agreement #A2023-43, SD DOT Section 5339 Grant Funds Rewarded**
13. **Action to Approve Agreement #A2023-44, Purchase Agreement between the Mitchell Area Development Corporation and the City of Mitchell for the Acquisition of 620 N. Lawler**
14. **Action to Approve Agreement #A2023-45, An Encroachment Agreement relating to 166 North Harmon Drive**
15. **Action to Approve Resolution #R2023-69, Annexation of Lot AB3 in Lot H-3 in the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota.**
16. **Action to Approve Resolution #R2023-70, Plat of Tract A and Tract B, Big Dog Subdivision**
17. **Action to Approve Resolution #R2023-71, Plat of Blocks 1 and 2 of Maui Farms Second Addition and a portion of Sam Street, a subdivision of previously platted Lot 4 in the East 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota**
18. **Action to Approve Resolution #R2023-72, Plat of Lot 22, Block 7 of Westwood First addition, and a portion of West 15th Avenue**
19. **Action to Approve Resolution #R2023-75, A Resolution of Intent to Amend the Lease of the Mitchell Rodeo Foundation**
20. **Second Reading on Ordinance #O2023-08, Rezoning Lot 23 of Starlite Estates from**

UB Urban Development District to HB Highway Business District

- 21. Motion to Adopt Ordinance #O2023-08, Request Public Comment, Roll Call**
- 22. Motion to Enter into Executive Session According to SDCL 1-25-2 (3) Legal**
- 23. Hearing and First Reading on Ordinance #O2023-07, Establishing Business Improvement District #4**
- 24. Adjourn**

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

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

**September 18, 2023
6:00 P.M.**

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

ABSENT: Susan Tjarks

PRESIDING: Mayor Bob Everson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council September 5, 2023 and
 - 2. Work Session September 11, 2023.
- b. Committee Reports
 - 1. Planning Commission August 28, 2023 and
 - 2. Planning Commission September 11, 2023 (unsigned).
- c. Department Reports
 - 1. Sales Tax Collections (August),
 - 2. Finance (August),
 - 3. Building Permits (August),
 - 4. Police (August),
 - 5. Fire/EMS (August),
 - 6. Code Enforcement (July/August),
 - 7. Palace Transit (August),
 - 8. Water (August), and
 - 9. Airport (August).
- d. Raffle Permits
 - 1. Mitchell Marlins with the drawings to be held November 1, 2023-March 1, 2024,
 - 2. Dakota Riptide with the drawings to be held November 1, 2023-January 20, 2024 and
 - 3. Mitchell Area Networking Association with the drawing to be held January 9, 2024.
- e. Authorization to apply for the Walmart Community Grant.
- f. Special Event Permit for Palace City Kiwanis Half Marathon & Relay on Sunday, October 1, 2023.
- g. Pay Estimates September 18, 2023
 - Pay Estimate #3 in the amount of \$5,394.50 for Above Ground Storage Tank #2020-20

contracted to GeoTek Engineering,
Pay Estimate #4 in the amount of \$1,821,990.45 for Above Ground Storage Tank #2020-20
contracted to Rice Lake West,
Pay Estimate #17 in the amount of \$11,118.35 for Lake Mitchell-Phase II #2021-20 contracted
to Barr Engineering,
Pay Estimate #15 in the amount of \$1,404,697.00 for North Wastewater Improvements
#2021-31 contracted to PKG Contracting,
Pay Estimate #30 in the amount of \$34,275.50 for North Wastewater Improvements #2021-31
contracted to HDR Engineering,
Pay Estimate #8 in the amount of \$24,408.75 for Wastewater Treatment Plant-Phase II
#2022-01 contracted to HDR Engineering, and
Pay Estimate #8 in the amount of \$7,922.50 for Jetty & Marina Bike Trail #2023-03
contracted to Brosz Engineering.

- h. 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 AUGUST 20, 2023 – SEPTEMBER 2, 2023: City Council \$3,615.68, Mayor \$1,562.81, City Administrator \$5,942.50, Administrative Boards \$2,211.81, Attorney \$4,938.27, Finance \$13,489.98, Human Resources \$3,975.09, Municipal Building \$3,622.32, Information Technology \$3,053.20, Police \$76,305.33, Traffic \$4,359.48, Fire \$39,235.75, Street \$32,483.70, Public Works \$23,928.51, Cemetery \$6,567.21, Library \$17,718.78, Recreation & Aquatics \$7,045.95, Recreation Center \$17,178.76, Sports Complexes \$10,556.24, Cadwell Concessions-\$247.75, Parks \$19,314.32, Supervision \$6,081.70, E911 \$22,462.82, MVP \$536.27, Palace Transit \$28,990.86, JVCC \$1,697.31, Nutrition \$4,330.06, Water Distribution \$14,631.37, Sewer \$12,060.35, Airport \$2,868.48, Recycling Program \$7,351.05, Waste Collection \$6,205.50, Landfill \$10,077.00, Corn Palace \$25,543.53, Golf Course \$6,211.24, Campground \$2,276.40, Emergency Medical Services \$35,911.15

NEW HIRES:

RECREATION & AQUATICS: Justin Ebert-\$25.00, Tory Holland-\$25.00, Timothy Moon-\$20.00, Caleb Sayler-\$15.00, Steven Schoenfelder-\$25.00, Hunter Shanks-\$15.00, Colton Smith-\$15.00

RECREATION CENTER: Ayda Gullede-\$11.30, Bailey Hansen-\$12.80, Allison Lauritzen-\$11.80, Lisa Schultz-\$20.00

SPORTS COMPLEXES: Lena McCoy-\$12.80, Jaden Warner-\$12.80

SALARY ADJUSTMENTS:

CORN PALACE: Morgan Buenzow-\$12.30, Breanne Reindl-\$12.30

FINANCE: Erika Miller-\$22.692

FIRE: Shannon Sandoval-\$35.402

LIBRARY: Rachel Soulek-\$25.048

POLICE: Justin Stoltenburg-\$28.698

STREET: Steven Anderson-\$35.856

WASTE COLLECTION: Walter Davis-\$22.142

TERMINATIONS:

CORN PALACE: Gavin Hinker, Gavin Soukup

EMS: Dakota Gamber

WARRANTS: A&B Business Solutions, Supplies-\$4,247.23; A-Ox Welding Supply, Supplies-\$447.06; AFSCME Council 65, Union Dues-\$604.80; Amazon Capital Services, Supplies-\$780.47; Aqua-Pure, Supplies-\$3,262.50; Aramark, Service-\$179.23; Arctic Refrigeration, Maintenance-\$79.50; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$2,809.22; Automatic Building Control, Monitoring-\$240.00; Avera Occupational Medicine, Physicals-\$1,561.00; B-Y Water District, Utilities-\$127,324.12; Baker & Taylor, Books-\$1,585.70; Barr Engineering, 2021-20 P.E. #PH2-17-\$11,118.35; Belson Outdoors, Supplies-\$2,444.69; Bender's Sewer Cleaning, Supplies-\$227.00; Big Daddy D's, Contract Services-\$3,848.80; Blackstone Publishing, Audiobooks-\$353.50; Boyer Ford Trucks, Supplies-\$2,358.35; Brett Lowrie, Contract Services-\$10,000.00; Brosz Engineering, 2023-3 P.E. #8-\$7,922.50; C&D Pedal Pulls, Entertainment-\$1,650.00; CDW Government, Supplies-\$151.27; Central Electric, Utilities-\$12,044.40; Century Link, Utilities-\$58.94; Chesterman, Supplies-\$1,232.85; CHS Farmers Alliance, Maintenance-\$5,462.06; City of Mitchell, Utilities-\$52,290.30; City of Mitchell, Utilities-\$300.00; City of Mitchell, Utilities-\$646.50; Ck Bicycles & Locks, Supplies-\$9.00; Claims Associates, Liability-\$1,577.43; CNA Surety Direct Bill, Notary Bond-\$50.00; Coborns, Contract Services-\$500.50; Comfort Inn & Suites, Room-\$382.20; Commercial Asphalt/Spencer Quarries, Supplies-\$2,619.24; Core & Main, Supplies-\$8,473.98; Core-Mark Midcontinent, Supplies-\$3,863.34; Corn Palace, Supplies-\$29.50; County Fair, Contract Services-\$1,544.94; Craig Youngstrom, Entertainment-\$175.00; Culligan Water Mitchell, Rental-\$52.00; D&J Fun Bus, Transportation-\$300.00; Dakota Pump, Supplies-\$19,438.33; Dakota Supply Group, Maintenance-\$3,100.00; Daktronics, Capital Improvements-\$4,465.00; Darrington Water Conditioning, Rental-\$87.60; Davison Rural Water System, State Garbage Fees-\$40.90; Department of Agriculture, Solid Waste-\$3,323.55; Department of Social Services, Child Support-\$864.46; Dick's Body Shop, Maintenance-\$95.00; Dimock Dairy, Supplies-\$333.00; Environmental Equipment & Services, Supplies-\$6,271.25; Envisionware, Renewal-\$1,593.10; Forum Communications, Advertising-\$1,505.34; Galls, Supplies-\$647.70; Gaylen's Gourmet Popcorn, Supplies-\$1,616.40; Geotek Engineering & Testing, 2020-20 P.E. #3-\$5,394.50; Gridline Field Tile Installation, Ditching-\$969.39; H&H Electric & Motor Repair, Maintenance-\$149.74; Hampton Inn, Lodging-\$3,087.50; HDR Engineering, 2021-31 P.E. #30-\$58,684.25;

Heartland Ag Systems, Supplies-\$5.40; Heartland Association of Fairs, Membership-\$175.00; Honda of Mitchell, Supplies-\$18.75; Howes Oil, Supplies-\$26,600.33; ICAN, Advertising-\$750.00; Ingram Library Services, Books-\$1,053.61; International Code Council, Membership-\$145.00; Interstate Office Products, Supplies-\$358.74; James Valley Landscape, Parts-\$1,244.40; JD Concrete Products, Supplies-\$298.00; Jerry Carey Travel, Project Improvements-\$4,250.00; Jesse Schlingen, Reimbursement-\$33.99; Johnson Bros of South Dakota, Supplies-\$331.32; Johnson Controls, Contract Service-\$4,673.39; Jones Supplies, Supplies-\$2,004.54; Kimball-Midwest, Supplies-\$188.75; Krohmer Plumbing, Repair-\$1,086.17; Lakeview Veterinary Clinic, Management-\$900.00; Larry's I-90 Service, Maintenance-\$3,373.29; Loren Vanoverschelde, Riparian Payment #2-\$6,185.00; M&T Fire and Safety, Supplies-\$8,328.00; Make It Mine Designs, Supplies-\$525.75; Menard's, Supplies-\$799.42; Menning Excavating, Supplies-\$1,882.64; Midcontinent Communication, Utilities-\$127.86; Midcontinent Communication, Advertising-\$2,977.10; Midwest Fire & Safety, Maintenance-\$1,231.00; Midwest Laboratories, Testing-\$1,605.30; Midwest Oil, Supplies-\$627.19; Miscellaneous Vendor, Assmus, Timothy Refund-\$176.53; Mitchell Convention & Visitors Bureau, September 2023 Funding-\$20,800.00; Mitchell Iron & Supply, Supplies-\$28.05; Mitchell Music Boosters, Contract Services-\$3,036.60; Mitchell Technical College, Labor/Ushers-\$2,000.00; Mitchell United Way, United Way Deductions-\$224.50; Mr. Golf Car, Supplies-\$293.26; Mount Vernon School District, Contract Services-\$99.00; Muth Electric, Supplies-\$109.18; N-Able Technologies, Software-\$554.83; Napa Central, Supplies-\$659.17; Nedved Media, Advertising-\$3,730.66; North Central Seed, Supplies-\$495.00; Northwestern Energy, Utilities-\$38,597.37; One Source The Background, Background Checks-\$467.00; Overdrive, Audiobook-\$341.74; Overtime, Contract Services-\$2,607.75; Palace Transit, Contracted Rides-\$10,500.00; Parkeon, Professional Service-\$65.00; Paulson Sheet Metal, Repair-\$741.49; Pioneer Manufacturing, Supplies-\$3,074.40; PKG Contracting, 2021-31 P.E. #15-\$1,404,697.00; Platinum Entertainment, Entertainment-\$300.00; Porter Distributing, Supplies-\$734.65; Postal Solutions, Postage Service-\$2,609.41; Premier Equipment, Equipment-\$27,800.00; Premier Pest Control, Pest Control-\$200.00; Pro-Vision Solutions, Supplies-\$3,969.38; Public Health Laboratory, Testing-\$180.00; Qualified Presort, Postage-\$364.46; Raise Em Rank, Corn Palace Games-\$18,404.60; Rice Lake West, 2020-20 P.E. #4-\$1,821,990.45; Rinker Materials, Maintenance-\$9,530.65; Runnings Supply, Supplies-\$656.66; S&M Printing, Supplies-\$53.00; Saga Communications of South Dakota, Advertising-\$2,794.00; Sanford Health, Supplies-\$3,610.00; Schmucker, Paul, Nohr, Professional Service-\$4,318.07; Schoenfelder Portables, Rental-\$4,745.00; Scholastic Library Publish, Books-\$550.72; Scott Supply, Supplies-\$118.56; South Dakota Building Officials, Registration-\$85.00; South Dakota Retirement System, Retirement Contributions-\$57,802.30; South Dakota Solid Waste Management, Membership-\$550.00; South Dakota Supplemental Retirement, Supplemental Retirement-\$2,874.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,271.00; Sherwin-Williams, Supplies-\$2,462.52; Sonnel Technologies, Supplies-\$6,147.00; Standard Insurance, Life Insurance-\$434.02; Staples, Supplies-\$228.69; Storm Farms, Supplies-\$150.00; Strider Education Foundation, Supplies-\$945.00; Sturdevants Auto Value, Supplies-\$1,363.55; Subway, Meals-\$39.95; Summit Safety, Supplies-\$51.18; Sun Gold Sports, Service-\$10.00; Teamsters Local No. 120, Union Dues-\$1,593.00; The Dugout, Contract Services-\$1,983.00; Thomas L Price, Screening-\$350.00; Thomson Reuters – West, Subscription-\$800.80; Thune True Value & Appliance, Supplies-\$349.92; TMA Stores, Repair-\$178.76; Traditions Prepared Meals, Contract

Services-\$3,220.97; Transfor, Supplies-\$1,273.60; Transource, Supplies-\$113.71; Tri M Tunes, Supplies-\$3,234.20; Tyler Technologies, Supplies-\$130.00; UPS Store #4227, Postage-\$39.46; USA Bluebook, Supplies-\$299.01; Van Diest Supply, Roundup-\$4,125.00; Verizon Wireless, Utilities-\$755.09; Vern Eide Chevrolet GMC, Towing-\$125.00; Vern Eide Ford, Supplies-\$60.34; Walmart/Capital One, Supplies-\$37.94; Watertown Wholesale, Supplies-\$141.78; Wheelco Brake & Supply, Supplies-\$337.68; Wholesale Electronics, Supplies-\$123.97; Ellwein Brothers, Supplies-\$3698.90; US Bank, Expense Posting-\$253,393.06; Wellmark, Administration, Prescriptions, Medical-\$281,669.90; South Dakota Department of Revenue, Sales Tax Payment-\$24,172.78.

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

CITIZENS INPUT:

Mayor Everson recognized Thomas Gullede, a Recreation Coordinator with the City of Mitchell. Gullede is a 2005 graduate of DWU and was inducted into the DWU Hall of Fame this past weekend.

Mitchell resident Stewart Hanson addressed concerns with the intended Lake Mitchell improvements.

Davison County residents Jeff and Stacie Harris addressed concerns with the potential gun range location.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Jason Greenway for a front yard variance of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned UD Urban Development. The Planning Commission recommended approval of said application. Moved by Smith, seconded by Goldammer, to postpone said application. Motion carried.

Moved by Smith, seconded by Goldammer, to set date for October 2, 2023 on the application of Dalton Warren and Mandy Stevens for a side yard variance of 0' vs 3' and a side corner yard setback of 9'4" vs 20' to construct a 38' x 30' garage located at 321 East 9th Avenue, legally described as Lot 1, Block 16, DA Scott's 1st Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by McCardle, seconded by Barington, to set date for October 2, 2023 on the application of Lincoln Neugebauer on behalf of Candice George for a rear yard variance of 19' vs 25' and a side corner yard variance of 8' vs 15' to build an attached garage located at 1203 North Sanborn Boulevard, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Sabers, seconded by Barington, to set date for October 2, 2023 on the application of Jeffery and Mary Lanning for a conditional use permit to operate a home occupation-yoga studio located at 76 South Harmon Drive, legally described as Lot 5, Block 4, Indianhead 2nd Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

CONSIDER APPROVAL:

Moved by McCardle, seconded by Sabers, to approve the application of Bates Enterprises dba Big Dummy's Bar for a Special Event Liquor License located at the HSI Rodeo Grounds for September 30, 2023 for the Jim Cross Ranch Rodeo. Motion carried,

Moved by Sabers, seconded by Smith, to approve Agreement #A2023-40, Utility Cost & Annexation Agreement with Nikolaus & Hilary Rockwell. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2023-66, Tax Levies to be Certified to County Auditor, as follows:

Resolution #R2023-66

A Resolution Certifying the Tax Levy for the 2024 Annual Appropriation Budget

WHEREAS, SDCL 9-21-34 & 9-21-34.1 were enacted in 2021 for the purpose of providing municipalities with certain flexibilities within budget proceedings;

WHEREAS, the City of Mitchell adopted Ordinance #O2021-10 implementing changes to the City of Mitchell Annual Appropriation Proceedings;

WHEREAS, Ordinance #O2021-10 requires that the City hold a hearing regarding tax levies for the upcoming fiscal year, and direct the finance officer to certify the tax levies to the Davison County Auditor as required by law;

THEREFORE BE IT RESOLVED, that the Finance Officer is directed to certify the following dollar amount of tax levies for the year January 1, 2024 through December 31, 2024.

Amount to be certified to the County Auditor: \$6,447,880

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2023-68, Plat of Lots B and C of Johnson's subdivision in the NE ¼ of Section 11, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2023-68

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 11th day of September, 2023; and

WHEREAS, it appears from an examination of the plat of LOTS B AND C OF JOHNSON'S SUBDIVISION IN THE NE ¼ OF SECTION 11, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOTS B AND C OF JOHNSON'S SUBDIVISION IN THE NE ¼ OF SECTION 11, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

HEARING:

It was advised that this is the date and time set for hearing on the proposed resolution for Collection of Special Assessments for 2022 Nuisance Abatements and Miscellaneous Concrete Projects. Engineering Project Supervisor Terry Johnson reviewed the assessment roll. No property owners were present for discussion.

RESOLUTION:

Moved by McCardle, seconded by Sabers, to approve Resolution #R2023-67, Collection of Special Assessment Roll for 2022 Miscellaneous Concrete Projects and Nuisance Abatements, as follows:

**RESOLUTION # R2023-67 PROVIDING FOR COLLECTION
OF SPECIAL ASSESSMENT ROLLS FOR
2022 MISC. CONCRETE PROJECTS AND 2022 NUISANCE ABATEMENTS**

2022 Misc. Concrete Projects and 2022 Nuisance Abatements

WHEREAS, Special Assessment Roll for the 2022 Misc. Concrete Projects and 2022 Nuisance Abatements have been submitted by the Engineer I of Public Works to the City Council of the City of Mitchell for their approval.

WHEREAS, SDCL-9-43-102; requires the governing body of a municipality provide by resolution or ordinance whether said aforementioned special assessments and installments thereof shall be payable under Plan One, collection by the County Treasurer, or Plan Two, collection by the Municipal Finance Officer, and the number of annual installments into which said assessments shall be divided; and

WHEREAS, SDCL-9-43-103; requires the rate of interest that deferred installments shall bear be specified on that assessment roll.

The Special Assessments to be levied for payment of costs of 2022 Misc. Concrete Projects, if the total assessment is over one hundred dollars (\$100.00) shall be divided into five (5) annual installments each equal to one-fifth of the total amount assessed to each lot of tract listed in said Special Assessment Roll, and the collection thereof shall be according to Plan One, as provided by SDCL-9-43-102. The interest to be charged shall be 8%.

The Special Assessments to be levied for payment of costs of 2022 Nuisance Abatement Projects shall be one (1) installment, equal to the total amount assessed to each lot or tract listed in said Special Assessment Roll, and the collection thereof shall be according to Plan One, as provided by SDCL-9-43-102. The interest to be charged shall be 8%.

The description of all lots and parcels of land to be assessed together along with the amount properly chargeable are shown on said Special Assessment Roll.

The Property Owner will have 30 days after the collection hearing, starting September 18th, 2023, until October 18th, 2023, to pay their assessment in full to avoid paying any interest. Payments can be made in the finance office in City Hall at 612 North Main Street.

The assessment roll shall be open for public inspection at the Finance Office in City Hall.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Goldammer, seconded by Smith, to place Ordinance #O2023-08, Rezoning Lot 23 of Starlite Estates from UD Urban Development District to HB Highway Business District on first reading. Motion carried.

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
September 11, 2023

1. Call to Order

Chairperson Larson called the September 11, 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: August 28, 2023

Motion by Osterloo, seconded by Sonne to approve the proposed minutes of the August 28, 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: September 25, 2023

Motion by Osterloo, seconded by Schmitz to set the date for the next Planning Commission meeting for September 25, 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. Plat: Lots B and C of Johnson's subdivision in the NE 1/4 of Section 11, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Neal Johnson

Jenniges explained this is outside the ETJ but within 3 miles of the city limits. The County Planning Commission approved the plat at their previous meeting and County Commission will hear it on September 19.

Motion by Schmitz, seconded by Sonne 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.

8. Rezone: Jensen Capital & Development LLC-SE corner of Urbana Drive and E Spruce St

Jensen Capital and Development LLC is requesting the following property legally described as; Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (SE Corner of Urbana Drive and E Spruce St).

Jenniges explained notices were sent out to the neighbors, it was published in the official newspaper and sign posted. There was one letter returned against the proposal requesting more information. The applicant was present to answer questions.

Jenniges said the applicant would like to rezone to better utilize the setbacks of HB vs UD for multi-family housing. In both districts, multi-family housing requires a CUP. They would enter off of Spruce St, not Urbana Dr. The applicant will have to apply for a CUP and also since it is HB District Planning Commission will have to approve the plans.

Jeremy Jensen stated the rezone will be for multi-family housing like up on 20th and 21st Ave. It will be 10 units and no new traffic down Urbana Drive.

Motion by Schmitz, seconded by Jirsa to recommend approval of the rezone. 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. Variance Permit: Jason & Summer Greenway

Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned UD Urban Development District.

Jenniges explained notices were sent out to neighbors, was published in the official newspaper and sign posted. There were two responses in favor that made the packet and one response against that did not make the packet but was emailed to all members prior to the meeting as well as handed out at the meeting. The applicant was present to answer questions.

Jenniges showed a GIS view of the area and a layout of the proposed house and garage as they pertain to the setbacks from the lot. He reminded the board this was hand drawn and not exact measurements; a surveyor would be needed to verify it.

Sonne voiced his concerns about approving a variance for a lot that may not need a variance for them to build on within the setbacks.

Jeff Bathke said approving the variance would block his view. He acknowledged he knew

someone would build on that lot and was okay with it if they built following the required setbacks. He cited the city ordinance as well as the convenience for the development, noting that variances should not be needed for new construction since they can build within the boundaries or purchase more land. He also voiced his concern with the plats that have been approved for the development. That code says they should be 150' in width and only four in the development are.

Chuck Mauszycki Sr said it's only a corner of the garage that requires the variance or the the owner would have to remove the third stall of the garage. He tried to rezone the development a few years prior to alleviate some of these potential issues. He doesn't believe the variance will affect anyone's view. Jenniges noted that if it would have been rezoned to RL, the front setback would be 30' because there is no lake access and a variance would still be needed because they are building to 25' including overhang.

Wes Morgan is the builder on the site and said they believe it's 8' that is needed, not the 10'. The variance is so the front of the houses will line up.

Jason Greenway said he has just moved back to the area and wants to keep the front of the houses lined up. He believes that moving the house to the east will block more views of the people to the south than the requested variance blocking the view of Bathke. He is building the house just over the required minimum size requirement per covenant.

Jirsa is not in favor of the variance and believes that there could be some design solutions to avoid the need for a variance.

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

10. Other Business:

None.

11. Public Input:

Stacy Harris voiced her opposition to annexing the NE 1/4 including Irregular Tract 1 lying within, Section 36, T 104 N, R 61 W of the 5th P.M., Davison County, South Dakota for a shooting range. She noted that County Planning and Zoning unanimously voted against the CUP.

12. Adjourn

Chairperson Larson adjourned the meeting at 12:34 P.M.



Jay A. Larson
Planning Commission Chairperson



Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
September 25, 2023

1. Call to Order

Chairperson Larson called the September 23, 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, Larson, Osterloo, Schmitz (telephonically), Sonne.

Absent: Genzlinger, Jirsa, Penney

Staff Present: Dammann, Mayor Everson, Hegg, Jenniges.

3. Declaration Of Conflicts Of Interests

Sonne for item #8.

4. Approve Agenda

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

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

5. Approval of Previous Minutes: September 11, 2023

Motion by Sonne, seconded by Osterloo to approve the proposed minutes of the September 11, 2023 Planning Commission meeting. Roll call vote: Genzlinger – absent, Jirsa – absent, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

6. Schedule Next Meeting: October 10, 2023

Motion by Osterloo, seconded by Sonne to set the date for the next Planning Commission meeting for October 10, 2023. Roll call vote: Genzlinger – absent, Jirsa – absent, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 4 aye, 0 nay, 3 absent; motion carried.

7. Variance Permit: Dalton Warren & Mandy Stevens

Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were 3 letters in favor that made the packet and 1 letter opposed that did not make the packet but was handed out at the meeting. The applicant was present to answer questions.

Hegg noted that with a 0' setback on the west side a fire wall would be required and no windows and doors can be on that side unless rated appropriately.

Osterloo stated he was not a fan of 0' setback but had no issues with the 9'-4" setback.

Jenniges noted that because of the way it was noticed to the public they can't shift the project 3' to the east to accommodate that.

Dalton Warren said they have 5 daughters and need room for vehicles to park. There is a power pole on the south of their property that makes it difficult for a garage to face south.

Motion by Larson, seconded by Sonne to recommend approval of the variance. Roll call vote: Genzlinger – absent, Jirsa – absent, Larson – nay, Osterloo – nay, Penney – absent, Schmitz – nay, Sonne – nay. 0 aye, 4 nay, 3 absent; motion failed.

8. Rezone: NJM Properties LLC-land abutting 2400 and 2424 W Spruce owned by NJM Properties LLC.

NJM Properties LLC is requesting the following property legally described as; Lot 1 of R L Decker 1st Addition in the SE ¼ of Section 29, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from HB Highway Business District to UD Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (land abutting 2400 and 2424 W Spruce owned by NJM Properties LLC).

Due to lack of quorum, this agenda item was postponed, but Thomas Flint and Merl Beschen stated they had questions about drainage in the area and Jacob Sonne acknowledged he is working on the project and would be willing to discuss their concerns.

9. Variance Permit: Candice George

Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were four letters returned in favor of the variance. The applicant was present to answer questions.

Jenniges said access to the Garage will still be from the north alley and no new access from Sanborn Blvd. He noted that if it were a detached garage the rear yard setback would only be 16'.

Lincoln Neugebauer stated they would like to build an attached garage to keep their vehicles from getting hailed on and out of the other elements. The only parking space they have is on the north side of the property. When Sanborn Blvd was completed, they put no parking in front

of their place.

Schmitz attended the meeting in person at 12:18 P.M.

Sonne noted that a variance for side corner yard setback was approved in the area a few years ago.

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

10. Conditional Use Permit: Jeffery & Mary Lanning

Jeffery & Mary Lanning have applied for a Conditional Use Permit to operate a Home Occupation-Yoga Studio; located at 76 S Harmon Dr, legally described as Lot 5, Block 4, Indianhead 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response in favor that did not make the packet but had no comments on it. The applicant was present to answer questions.

Jeff Lanning stated his wife is a certified yoga instructor and would like to hold some classes once in a while. At this time they are planning on it being a couple times a week for about 6 people and the session would last about a hour long. They have an oversized driveway that can accommodate the parking.

Motion by Schmitz, seconded by Sonne to recommend approval of the conditional use. All present voting aye; motion carried.

11. Plat: Tract A and Tract B, Big Dog subdivision; as requested by Big Dog Concrete LLC

Jenniges explained the applicant is dividing an existing plat. There are two owners for the property, so they are dividing the building down the middle wall. Each parcel has ingress/egress. This is zoned TWC, side yard setback is 0' so the plat is in compliance with the ordinance. The applicant was present to answer questions.

Schmitz questioned if there was a dividing wall, which was answered yes, and also questioned if that wall needed to be fire rated. Hegg noted that it's probably not because there was one owner before and now there are two separate owners. It was noted that the board is just approving the plat, building inspector will follow up on building code portion.

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

12. Approval of Master Plan: Maui Farms Inc-Maui Farms Second Addition

Jenniges explained the master plan is outside the city limits but within the ETJ so the city has zoning jurisdiction. The applicant is copying the layout of the development to the south. If the plat is approved, the applicant will annex the land into city limits, enter into a developers

agreement and rezone the property to the existing PUD to the south, which will come before the boards again. The applicant was present to answer questions.

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

13. Plat: Blocks 1 and 2 of Maui Farms Second Addition and a portion of Sam Street; as requested by Maui Farms Inc

Jenniges explained this goes along with item #12 on the agenda, this is the plat portion.

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

14. Plat: Lot 22, Block 7 of Westwood First addition, and a portion of West 15th Avenue; as requested by CJM Consulting Inc

Jenniges explained the board will have a TIF in front of them at their next meeting and this plat is to help clean up the legal boundaries of the TIF. It also plats out 15th Ave, which is what the TIF will be used for. At this time there are no development plans for the new Lot 22 and any development will require a site plan and elevation certificate. The applicant was present to answer questions.

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

15. Other Business:

None.

16. Public Input:

None.

17. Adjourn

Chairperson Larson adjourned the meeting at 12:36 P.M.

Jay A. Larson
Planning Commission Chairperson

Public Library Board of Trustees Minutes
City Council Chambers, City Hall, 612 N. Main Street
July 18, 2023

1. Call to Order

Board President Nath called the meeting to order at 5:04 p.m.

2. Roll Call

The following members were present in person: Dennis Nath, Diana Goldammer, Emma DeVos, Deb Everson, Ann Temple, and Susan Tjarks. Also present was Kevin Kenkel, Library Director and Jean Patrick, Children's Services Librarian.

3. Approval of Agenda

There were no changes to the agenda. Motion by Goldammer, seconded by Everson, to approve the agenda. All members present voted "Aye". Motion passed.

4. Approval of Minutes

Board members reviewed the minutes from the May 16, 2023 board meeting. Motion by Goldammer, seconded by Temple, to approve these minutes. All members present voted "Aye". Motion passed.

5. Director's Report

Board members reviewed written reports and monthly statistics for June 2023. Kenkel and Patrick provided additional comments regarding the written reports. Motion by Temple, seconded by DeVos, to approve the director's report. All members present voted "Aye". Motion passed.

6. Financial Report & Approval Of Bills

Board members reviewed the June bank statements and financial reports. Motion by Goldammer, seconded by Temple, to approve the financial reports. All members present voted "Aye". Motion passed.

7. Business Items

A. Annual Meeting Actions

Kenkel presided over the selection of a Board President for the coming year. Temple nominated Dennis Nath as President for 2023-2024. Motion by Temple, seconded by Tjarks, to close nominations and elect Nath by acclamation. All members present voted "Aye". Motion passed.

At this point, re-elected Board President Nath again presided at the meeting and asked for nominations for Vice-president. DeVos nominated Goldammer for 2023-2024. Motion by DeVos, seconded by Tjarks, to close nominations and elect Goldammer by acclamation. All members present voted “Aye”. Motion passed.

Board members reaffirmed the third Tuesday of each odd month as the meeting date for board meetings, but decided to set the meeting time at 5:15 p.m. to accommodate work schedules. Board members will continue having training sessions the third Tuesday of each even month at Mitchell Public Library. These sessions will be at 5:15 p.m.

B. Action to Approve Funding Requests for July 2023

Kenkel presented two funding requests. The first was for \$1,000 from Zack North for additional summer reading program prizes for both adults and teens. The second was for \$475 from Jean Patrick for books for the annual Read for the Record event. Motion by Goldammer, seconded by DeVos, to approve \$1,000 additional funding for adult and young adult prizes. All members present voted "Aye". Motion passed. Motion by Goldammer, seconded by Everson, to approve \$475 for the annual Read for the Record event. All members present voted "Aye". Motion passed.

C. Review of 2024 Library Budget Request

Kenkel presented the draft 2024 budget request for city funding. Board members reviewed and asked questions about the microfilm scanner request, library programming capacity, and staffing levels. Board members affirmed the draft request.

D. Action to Update Library Hours

Kenkel presented the proposal to change library hours to the following:

Winter Hours

Mon - Thurs	9 a.m. to 8 p.m.
Friday	9 a.m. to 6 p.m.
Saturday	9 a.m. to 5 p.m.
Sunday	2 to 5 p.m.
Total hours:	64

Summer Hours

Monday	9 a.m. to 8 p.m.
Tues - Fri	9 a.m. to 6 p.m.
Saturday	9 a.m. to 5 p.m.
Sunday	Closed
Total hours:	55

Kenkel provided 18 months of library traffic statistics showing average traffic each hour during the day. Kenkel also provided hours of operation information for other South Dakota libraries of similar size. Board members discussed the low traffic during the 8:00 – 9:00 p.m. hour and the benefits to young families with opening earlier. Motion by Temple, seconded by Tjarks, to approve the proposed change to library hours. All members present voted “Aye”. Motion passed. The change to hours of operation will begin after Labor Day 2023 when the library resumes Winter Hours.

8. Committee Reports

There were no committee reports.

9. Board Input

Board members welcomed Susan Tjarks to the Board as the new City Council representative.

10. Citizen's Input

No citizen's input was given.

11. Adjournment

There being no further business, President Nath declared the meeting adjourned. The meeting adjourned at 6:13 p.m.

Board members will meet August 15, 2023 at 5:15 p.m. at Mitchell Public Library for board training. The next Board of Trustees meeting is scheduled for September 19, 2023 at 5:15 p.m. in City Council Chambers at City Hall.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Grant donation dollars are being used to supplement related program expenses,

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Grant donation dollars are being used to supplement related program expenses.

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: 9-12-23

Organization: Kiwanis Club of Mitchell

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: Linda McEntee

Address: 2806 mentzer court

Phone #: 6057708644

Email: jefflindamac@gmail.com

501(c) 3 – (Non-Profit): yes ☒ no: ☐ eligible ☐ (501c4)

Dates of Ticket Sales: Nov 1 2023

Date of Raffle Drawing: Dec 10 2023

Value of Raffle Prize: \$750

Proceeds Benefitting: Kiwanis Youth Projects

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

Date Received: 9-19-23

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 9/13/23

Organization: Mitchell Music Boosters

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: Angella Brenzow

Address: 4092 Sunrise Ridge, Mitchell, SD

Phone #: 605-933-0439

Email: angella@brenzow.net

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

Dates of Ticket Sales: 11/30/23 - 12/2/23

Date of Raffle Drawing: 11/30/23, 12/1/23, 12/2/23

Value of Raffle Prize: Approximately \$1500

Proceeds Benefitting: Mitchell Music Boosters

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

Date Received: 9-20-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 9/13/23

Organization: Mitchell Musi Boosters

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: Angella Buenzow

Address: 4092 Sunrise Ridge

Phone #: 605-933-0439

Email: angella@buenzow.net

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

Dates of Ticket Sales: 4/11/24 - 4/13/24

Date of Raffle Drawing: 4/11/24, 4/12/24, 4/13/24

Value of Raffle Prize: approximately \$2000

Proceeds Benefitting: Mitchell Musi Boosters

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

Date Received: 9-20-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 9/13/23

Organization: Mitchell Musi Boosters

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: Angela Buenzow

Address: 40692 Sunnys Ridge, Mitchell, SD

Phone #: 605-933-0439

Email: angela@buenzow.net

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

Dates of Ticket Sales: 3/16/24

Date of Raffle Drawing: 3/16/24

Value of Raffle Prize: \$500

Proceeds Benefitting: Mitchell Musi Boosters

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

Date Received: 9-20-2023

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:	October 2, 2023	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Surplus Items to be sold on Purple Wave or destroyed-Community Services		
Explanation/Background of Agenda Item Requested:	The Community Services Department request the surplus of the following items: 1. Snowblower - This item is no longer used and requires maintenance/repair. The item will not be replaced. 2. Bus Engine - The engine was taken out of a bus that was in an accident 15 plus years ago and will not be used for anything. 3. Bus Rims - These were taken from old buses and will not fit any current vehicles. 4. Lift covers - These have never been used and are for old buses we no longer have. 5. Bus AC Covers - Five (5) covers for the bus AC units have never been used and are for old buses we no longer have. 6. Bus Parts - Doors, windows, bumper etc. that are for old buses and will not fit any current buses. 7. Air Hoses - Three (3) air compressor hoses with gauges that do not fit any current air compressors. 8. Floor Scrubber - Hoover Hard Floor cleaner machine is no longer used. The item will not be replaced. 9. Jacks - Five (5) floor bottle jacks are no longer used and will not be replaced. 10. Tire Irons - Four (4) straight tire irons are no longer used and will not be replaced. 11. Popcorn Machine with Stand/Cart - This item is no longer being used. 12. Tires - Seventeen (17) Firestone Precision Touring P225/60R17. These tires do not fit any of the vehicles we are currently operating. They were purchased for minivans that were recently sold for surplus. 13. BUNN Commercial Coffee Machine - This item is no longer being used and will not be replaced. Membership is currently using a small coffee pot and percolators.		

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:	October 2, 2023	Requested By:	Stephanie Ellwein
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Surplus Items to be sold on Purple Wave or destroyed-IT		
Explanation/Background of Agenda Item Requested:	Precision t1700 –(2) 002703,002863 Opitplex 7010 – (11) 002701,002950,002872, 1fpcqw1,002874,1fnfqw1,002700, (Palace Transit 3) (RecCenter 2) Custom PC 002796 Optiplex 380 - 51rw8P1 (Reccenter 3) Optiplex 390 – (5) gwtrks1, gwtsks1, 002548, 002571 Mini pc - 003157,002993, 002996 Gateway Desktop PC (Palace Transit) HP Desktop (Reccenter) Tough book CF53- 002853, cf532alzycm CF53 car dock 002711 Precision t3600- 002695 24 port Poe switch CN52GP604t, CN52gp607k, cn4bgp60zl, 8 port Poe switch cn4bfrl201, cn4bfrl1c4		

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:	October 2, 2023	Requested By:	Kevin Nelson
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Surplus Items to be Sold on Purple Wave or destroyed-Rec Center		
Explanation/Background of Agenda Item Requested:	1) Precor 546 Elliptical Trainer Serial Number: IKK12Q0017 Asset Number: 001818 2) Precor 546 Elliptical Trainer Serial Number: IKK24Q0064 Asset Number: 001819		

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:	October 2, 2023	Requested By:	Kevin Nelson
Desired Action of City Council:	Authorization		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Authorization to Apply for the Urban Forestry Grant		
Explanation/Background of Agenda Item Requested:	Authorization to apply for a \$100,000 Urban Forestry Grant through the South Dakota Department of Agriculture and Natural Resources. Related funding would be used for planting trees in qualifying areas of the community.		

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:	October 2, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Date:1:30 PM, October 11, 2023 for Bid Opening for Cadwell Booster Station Rehabilitation Project #2023-19		
Explanation/Background of Agenda Item Requested:	Action to Set Date for Bid Opening for Cadwell Booster Station Rehabilitation Project #2023-19
Bids are to be opened at 1:30 P.M., on October 11, 2023 in City Hall. Advertising will be executed as required by State Law.		

PAY ESTIMATES FOR OCTOBER 2, 2023

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#23	\$ 37,303.86	\$ 948,095.80	\$ 1,462,687.34
SDDOT-Finance & Management	#2021-1 Norway/S.Rowley Bike Path/Sidewalk	#1	\$ 102,343.45	\$ 102,343.45	\$ 200,792.02
SPN & Associates	#2021-3 West Side Water Tower	#16	\$ 701.74	\$ 48,832.02	\$ 99,813.60
H&W Contracting, LLC	#2021-25 Livesay Lane Utility Improvements	#3	\$ 153,846.93	\$ 592,649.49	\$ 1,123,820.20
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#9	\$ 3,417.40	\$ 155,212.56	\$ 205,094.00
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#24	\$ 80.00	\$ 55,370.30	\$ 57,000.00
Dockendorf Equipment	#2021-51 Street Dept. Fuel Tanks	#2	\$ 202,268.11	\$ 418,268.11	\$ 464,742.36
SPN & Associates	#2022-23 South Lake Estates Development	#12	\$ 968.75	\$ 97,894.35	\$ 340,000.00
SDDOT-Finance & Management	#2022-36 Canal Bridge on Harmon Drive	#8	\$ 3,292.05	\$ 13,068.63	\$ 13,740.00
Mueller Lumber Company	#2022-50 Mitchell Rec Center Fitness Room-Phase	#7	\$ 148,756.07	\$ 686,764.08	\$ 708,420.77
Top Grade Concrete, LLC	#2023-4 Concrete Bid	#3	\$ 41,076.00	\$ 120,308.00	\$ 126,839.00
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#7	\$ 1,626.25	\$ 19,058.87	\$ 42,900.00
McLaury Engineering	#2023-21 2nd/4th & Main Street	#3	\$ 10,464.00	\$ 59,096.65	\$ 177,895.00
	TOTALS		\$ 706,144.61	\$ 3,316,962.31	\$ 5,023,744.29

Prepared by Deb Hanson-Sudbeck

PACKET : 06608 06609

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
01-04015	CORN PALACE					
		I-MIT090182023	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	198958	29.50
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	29.50

PACKET : 06608 06609

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
01-00086	JASON LONG					
		I-2991	101-41230-42920	SPORTS AUTHOR PALACE CITY 8-BALL OPEN	198999	500.00
DEPARTMENT 1230 ADMINISTRATIVE BOARDS					TOTAL:	500.00

PACKET : 06608 06609

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
01-00936	DOUG CUNNINGHAM					
		I-09242023	101-41440-42220	CDL TRAINING REIMBURSE CDL CLASS	198961	25.00
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00101505-00	101-41440-42231	EMPLOYEE PHYS SCREENINGS, PHYSICALS	198931	791.00
01-10280	NORTH CENTRAL HEART INS					
		I-SN0039402821	101-41440-42231	EMPLOYEE PHYS PHYSICAL	199022	156.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	972.00

PACKET : 06608 06609

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
=====						
01-08281	ARAMARK					
		I-6380130260	101-41920-42520	REPAIR-CITY H MAT CLEANING	198927	89.30
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 89.30

PACKET : 06608 06609

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-2279-2722	101-41935-42615	POSTAGE POSTAGE 09.01-15.2023	199040	400.30
		I-582595	101-41935-42615	POSTAGE FLATS POSTAGE 09.01-15.2023	199040	22.13
01-05195	A & B BUSINESS SOLUTION					
		I-IN1088726	101-41935-42250	MANAGED PRINT MONTHLY CONTRACT FEE	198920	4,283.32
01-09050	MICROSOFT CORPORATION					
		I-E0300P3SXJ	101-41935-42920	COMPUTER SOFT AUG-SEPT ONLINE SERVICE	199006	2.00
		I-E0300P42J1	101-41935-42920	COMPUTER SOFT AUG-SEPT 2023 SERVICES	199006	908.00
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						5,615.75

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-04-001200-00.09.23	101-42110-42810	UTILITIES 201 W 1ST AVE	198952	906.45
		I-04-001250-00.09.23	101-42110-42810	UTILITIES 122 S ROWLEY ST	198952	110.25
01-00531	PAULSON SHEET METAL INC					
		I-S15069	101-42110-42500	REPAIR & MAIN AIR FILTERS,MID-SEASON MAINT	199031	254.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579002.09.23	101-42110-42810	UTILITIES 25647 412TH AVE	198944	89.27
01-01199	STURDEVANTS AUTO VALUE					
		I-815021853	101-42110-42610	GAS OIL TIRES FILTERS,PULLEY	199058	45.91
		I-815022307	101-42110-42610	GAS OIL TIRES BATTERY	199058	199.37
01-01322	LARRY'S I-90 SERVICE IN					
		I-99037	101-42110-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	198996	50.00
		I-99089	101-42110-42610	GAS OIL TIRES TIRES	198996	533.56
		I-99132	101-42110-42610	GAS OIL TIRES TIRE PRESSURE SENSOR	198996	200.00
		I-99157	101-42110-42610	GAS OIL TIRES TIRES	198996	533.56
		I-99158	101-42110-42610	GAS OIL TIRES TIRE, MOUNT & BALANCE	198996	756.08
01-01457	MIDWEST FIRE & SAFETY					
		I-058819	101-42110-42200	PROFESSIONAL FIRE EXTINGUISHER SERVICE	199008	39.50
01-01518	VERIZON WIRELESS					
		I-9943771366	101-42110-42800	TELEPHONE ACCT #786752327-00002	199069	80.02
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.09.23	101-42110-42810	UTILITIES 122 S ROWLEY ST	199025	46.91
01-02679	MENARD'S INC					
		I-58976	101-42110-42600	SUPPLIES TEES,PIPE,WATER FILTERS,FAUCET	199004	97.75
01-02790	SUN GOLD SPORTS LLC					
		I-22259	101-42110-42640	UNIFORM ALLOW RSVP EMBROIDERY SHIRTS	199061	168.00
01-03267	WALMART/CAPITAL ONE					
		I-09182023	101-42110-42600	SUPPLIES WEED KILLER	199071	17.00
01-03279	INTERSTATE GLASS & DOOR					
		I-64229	101-42110-42500	REPAIR & MAIN STOREROOM LOCKSET	198987	120.51
01-05029	TACTICAL EMS SCHOOL					
		I-1950	101-42110-42940	EMERGENCY RES BRUNS REG-2023 EMS TACTICAL	199062	1,050.00
01-06708	CDW GOVERNMENT INC					
		I-LN51170	101-42110-42600	SUPPLIES FLASH DRIVES	198941	473.00
01-06904	JOHN BADKER					

PACKET : 06608 06609

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
01-06904	JOHN BADKER		continued			
		I-09172023	101-42110-42670	SERVICE DOG S MEALS-SF SERVICE DOG TRAINING	198933	116.00
		I-091723	101-42110-42670	SERVICE DOG S MEALS-SF DOG SERVICE TRAINING	198933	150.00
01-08252	CORPORATE TRANSLATION S					
		I-249940	101-42110-42200	PROFESSIONAL TRANSLATION SERVICES	198995	156.93
01-08281	ARAMARK					
		I-6380130725	101-42110-42200	PROFESSIONAL MAT CLEANING	198927	56.27
01-08849	PDG CREATIVE					
		I-12271	101-42110-42905	CRIME PREVENT N TURNER-BUSINESS CARDS	199032	465.26
01-09253	CREEKSID VETERINARY CL					
		I-133407	101-42110-42670	SERVICE DOG S DOG MEDICINE	198959	58.60
01-09349	HOWES OIL CO					
		I-330598	101-42110-42610	GAS OIL TIRES UNLEADED FUEL	198984	2,068.54
01-10169	KANSAS HIGHWAY PATROL C					
		I-TEMPORARY	101-42110-43400	MACHINERY AND 2021 DODGE DURANGO	198993	31,775.00
01-10486	AT&T MOBILITY - POLICE					
		I-9001X09232023	101-42110-42800	TELEPHONE ACCT #287283989001	198929	1,049.47
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	41,667.21

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2130 TRAFFIC DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00236	BENDER'S SEWER CLEANING					
		I-32000	101-42130-42500	REPAIRS JET UNIT AT TRAFFIC SHOP	198934	400.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815022547	101-42130-42610	GAS, OIL, TIR AIR,OIL FILTERS,OIL	199058	97.84
01-01450	MUTH ELECTRIC INC					
		I-663333	101-42130-42570	REPAIRS-TRAFF REPLACE PANEL STAND-HAVENS	199018	3,491.71
		I-663513	101-42130-42570	REPAIRS-TRAFF POLE LIGHT REPLACED-OHLMAN&HVN	199018	1,746.11
		I-663885	101-42130-42570	REPAIRS-TRAFF MINN & BYPASS-REPAIR PEDESTRN	199018	1,099.97
01-01830	NORTHWESTERN ENERGY					
		I-2576730-2.09.23	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	199025	110.20
		I-2577687-3.09.23	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	199025	52.98
		I-2577895-2.09.23	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	199025	10.31
		I-2578443-0.09.23	101-42130-42840	BUILDING UTIL 705 N CAPTIAL ST	199025	272.22
		I-2579139-3.09.23	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	199025	10.78
		I-2579461-1.09.23	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	199025	103.56
		I-2580169-7.09.23	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	199025	24.57
		I-2580311-5.09.23	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	199025	11.09
		I-2580312-3.09.23	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	199025	47.58
		I-2580491-5.09.23	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	199025	11.26
		I-2581249-6.09.23	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	199025	23.78
		I-2581250-4.09.23	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	199025	23.15
		I-2581252-0.09.23	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	199025	26.60
		I-2581521-8.09.23	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	199025	115.29
		I-2719916-5.09.23	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE	199025	23.78
		I-2734281-5.09.23	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	199025	23.94
		I-2745956-9.09.23	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	199025	21.59
		I-2943370-3.09.23	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR LT	199025	78.88
		I-3045379-9.09.23	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	199025	11.09
		I-3045401-1.09.23	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	199025	11.09
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-9575-1	101-42130-42545	PAINT PAINT	199055	104.28
01-02804	TMA STORES					
		I-98624	101-42130-42610	GAS, OIL, TIR USED TIRE	199065	18.20
01-02880	THUNE TRUE VALUE & APPL					
		I-A549758	101-42130-42500	REPAIRS FERREL,CONNECTOR	199063	19.48
		I-A550043	101-42130-42540	SIGNS NUTS,BOLTS	199063	12.28
		I-A550829	101-42130-42600	SUPPLIES ALK BATTERY	199063	10.99
		I-B279627	101-42130-42500	REPAIRS BATTERY	199063	13.58
01-04871	SD DEPT OF TRANSPORTATI					
		I-S00131114	101-42130-42545	PAINT GLASS BEADS	199054	2,047.54
01-08216	ALTEC INDUSTRIES INC					

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2130 TRAFFIC DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08216	ALTEC INDUSTRIES INC	continued				
		I-51281840	101-42130-42500	REPAIRS BUCKET TRUCK BOOM	198924	2,855.16
01-09349	HOWES OIL CO					
		I-330598	101-42130-42610	GAS, OIL, TIR UNLEADED FUEL	198984	102.90
DEPARTMENT 2130 TRAFFIC DEPARTMENT						TOTAL: 13,033.78

2/27/2023 7:42 AM
PACKET : 06608 06609
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE 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
01-00439	CHARLIE'S SHOE REPAIR					
		I-386127	101-42200-42500	REPAIR & MAIN ZIPPER REPAIR	198946	12.00
01-00531	PAULSON SHEET METAL INC					
		I-S15069	101-42200-42500	REPAIR & MAIN AIR FILTERS,MID-SEASON MAINT	199031	158.75
01-01199	STURDEVANTS AUTO VALUE					
		I-815021854	101-42200-42500	REPAIR & MAIN MINIATURE LAMP	199058	5.49
01-01518	VERIZON WIRELESS					
		I-9943771366	101-42200-42800	TELEPHONE ACCT #786752327-00002	199069	100.03
01-02679	MENARD'S INC					
		C-59150	101-42200-42600	SUPPLIES RETURNED LIGHT	199004	149.99-
		I-58975	101-42200-42600	SUPPLIES PIPE,BUSHING,FAUCET,LED BULBS	199004	130.95
		I-59049	101-42200-42600	SUPPLIES LIGHT	199004	149.99
		I-59151	101-42200-42600	SUPPLIES HEAVY DUTY CONNECTOR	199004	15.99
01-02880	THUNE TRUE VALUE & APPL					
		I-B279644	101-42200-42600	SUPPLIES DRAIN TAIL PIECE,TEE	199063	14.97
01-09349	HOWES OIL CO					
		I-330598	101-42200-42610	GAS & OIL UNLEADED FUEL	198984	119.98
		I-330598	101-42200-42610	GAS & OIL UNLEADED FUEL	198984	18.89
		I-330598	101-42200-42610	GAS & OIL UNLEADED FUEL	198984	248.09
01-09703	AMAZON CAPITAL SERVICES					
		I-1XWV-3DK4-1T7V	101-42200-42500	REPAIR & MAIN BATTERY CHARGER	198925	121.83
01-10356	CK BICYCLES & LOCKS LLC					
		I-17236	101-42200-42600	SUPPLIES FALCON KEY	198954	12.00
01-10486	AT&T MOBILITY - POLICE					
		I-9001X09232023	101-42200-42800	TELEPHONE ACCT #287283989001	198929	104.60
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	1,063.57

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00436	CHS FARMERS ALLIANCE					
		I-IY7680	101-43100-42500	REPAIRS MOUNT TIRES	198949	180.00
		I-IY7717	101-43100-42500	REPAIRS MOUNT TIRE	198949	60.00
		I-IY7820	101-43100-42500	REPAIRS VALVE STEM REPAIR	198949	200.00
		I-IY7865	101-43100-42500	REPAIRS STEM TIRE REPAIR	198949	35.00
01-00864	DOCKENDORF EQUIPMENT CO					
		I-2021-51 P.E. #2	101-43100-43421	FUEL SYSTEM U 2021-51 P.E. #2	198967	202,268.11
01-00917	DAKOTA FLUID POWER INC					
		I-7118587	101-43100-42600	SUPPLIES FEMALE SWIVEL	198962	88.49
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV406023	101-43100-42600	SUPPLIES BATTERY	199072	281.04
		I-INV408032	101-43100-42600	SUPPLIES ALUMINUM HUB CAP	199072	56.52
01-01199	STURDEVANTS AUTO VALUE					
		I-815022310	101-43100-42600	SUPPLIES FEMALE COUPLER,OIL,STOP&TAIL	199058	44.32
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.09.23	101-43100-42800	UTILITIES 1405 W 8TH AVE	199025	837.01
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-32211	101-43100-43421	FUEL SYSTEM U CONCRETE TESTING TANK REPLCMNT	199051	662.81
01-02679	MENARD'S INC					
		I-55511	101-43100-42600	SUPPLIES WEDGE ANCHORS	199004	15.25
01-03099	LAWSON PRODUCTS INC					
		I-9310905405	101-43100-42600	SUPPLIES GRINDING, WELDING SUPPLIES	198997	1,629.68
01-03884	COMMERCIAL ASPHALT/SPEN					
		I-0021261-IN	101-43100-42620	ASPHALT MIX HOT MIX	198955	4,935.53
01-04066	TRANSWEST TRUCKS OF SIO					
		I-094P1105	101-43100-42600	SUPPLIES RADIATOR CORE & TANK	199067	1,589.99
		I-094P1124	101-43100-42600	SUPPLIES V-BAND CLAMPS,GASKETS	199067	57.36
01-07147	PROSEAL INC					
		I-2820	101-43100-42620	ASPHALT MIX BIKE PATH N OHLMAN & 23RD	199038	6,880.00
01-08380	PETERBILT OF SIOUX FALL					
		I-A613999	101-43100-42600	SUPPLIES TEMPERATURE SENSOR	199034	337.26
		I-A614665	101-43100-42600	SUPPLIES WATER PUMP KIT	199034	424.46
		I-A614673	101-43100-42600	SUPPLIES V BAND CLAMP	199034	49.99
		I-A615105	101-43100-42600	SUPPLIES BELT TENSIONER	199034	186.63
01-09349	HOWES OIL CO					
		I-330598	101-43100-42610	GAS UNLEADED FUEL	198984	442.51

PACKET : 06608 06609

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
=====						
01-09349	HOWES OIL CO		continued			
		I-330598	101-43100-42610	GAS UNLEADED FUEL	198984	40.60
01-09358	JASON DICUS					
		I-09212023	101-43100-42700	TRAVEL, CONF, STEEL TOE BOOTS REIMBURSED	198966	180.07
DEPARTMENT 3100 STREET DEPARTMENT						TOTAL: 221,482.63

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3110 PUBLIC WORKS ADMIN

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1702706	101-43110-42650	UNIFORMS HEGG-PANT	199044	59.99
01-01199	STURDEVANTS AUTO VALUE					
		I-815022304	101-43110-42500	REPAIRS MIRO FUSED CIRCUIT	199058	3.99
01-03114	SUBWAY					
		I-2/A-615645	101-43110-42750	PLANNING COMM PLANNING COMMISSION MEALS	199060	47.94
01-09172	AAA LAWN CARE AND MAINT					
		I-908	101-43110-42916	NUISANCE ABAT MOWING PROPERTIES	198922	6,324.50
		I-913	101-43110-42916	NUISANCE ABAT MOWING PROPERTIES	198922	1,722.50
01-09349	HOWES OIL CO					
		I-330598	101-43110-42610	GAS UNLEADED FUEL	198984	363.07
01-09869	MCLAURY ENGINEERING INC					
		I-2023-21 P.E. #3	101-43110-42200	PROFESSIONAL 2023-21 P.E. #3	199002	10,464.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	18,985.99

PACKET : 06608 06609

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
01-00250	BIERSCHBACH EQUIPMENT &					
		I-043194	101-43120-43300	STREET OVERLA SIDEWALK,STREET OVERLAY	198935	3,000.00
		I-043194	101-43120-42521	SIDEWALK CONS SIDEWALK,STREET OVERLAY	198935	3,000.00
01-00430	JEBRO INC					
		I-276682	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	198990	14,058.14
01-01054	JAMES VALLEY LANDSCAPE					
		I-1023672	101-43120-43325	NORWAY/ROWLEY SPRINKLER SYSTEM REPAIR	198988	2,791.10
01-04871	SD DEPT OF TRANSPORTATI					
		I-2021-1 P.E. #1	101-43120-43325	NORWAY/ROWLEY 2021-1 P.E. #1	199054	102,343.45
		I-2022-36 P.E. #8	101-43120-42200	PROF SERVICES 2022-36 P.E. #8	199054	3,292.05
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #3	101-43120-43310	PARKING LOT/A 2023-4 P.E. #3	199066	41,076.00
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						169,560.74

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3130 SNOW REMOVAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09459	BLACKSTRAP INC					
		I-142348	101-43130-42600	SUPPLIES & MA ROAD SALT	198937	1,986.57
				DEPARTMENT 3130 SNOW REMOVAL	TOTAL:	1,986.57

BANK: Multi

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BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

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PACKET : 06608 06609

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
01-02017	DAVISON RURAL WATER SYS					
		I-4837.09.23	101-44120-42800	UTILITIES-POU AUGUST USAGE	198964	43.45
01-09865	MITCHELL ANIMAL RESCUE					
		I-10012023	101-44120-42900	IMPOUNDING DO OCT 2023 MANAGEMENT	199011	350.00
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	393.45

PACKET : 06608 06609

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
01-00424	RUNNINGS SUPPLY INC					
		I-1702962	101-45500-42600	SUPPLIES & MA KOHLER OIL,OIL FILTER	199044	32.96
01-01015	INGRAM LIBRARY SERVICES					
		I-77590082	101-45500-43420	BOOKS BOOKS	198986	60.59
		I-77696244	101-45500-43420	BOOKS BOOKS	198986	262.40
		I-77829790	101-45500-43420	BOOKS BOOKS	198986	493.17
		I-77860159	101-45500-43420	BOOKS BOOKS	198986	45.48
		I-77873206	101-45500-43420	BOOKS BOOKS	198986	95.09
01-01810	CENGAGE LEARNING INC/GA					
		I-81583273	101-45500-43420	BOOKS LARGE PRINT BOOKS	198942	51.98
		I-81648240	101-45500-43420	BOOKS LARGE PRINT BOOKS	198942	27.99
		I-81664300	101-45500-43420	BOOKS LARGE PRINT BOOKS	198942	154.35
		I-81679620	101-45500-43420	BOOKS LARGE PRINT BOOKS	198942	123.16
		I-81690090	101-45500-43420	BOOKS LARGE PRINT BOOKS	198942	27.99
		I-81723841	101-45500-43420	BOOKS LARGE PRINT BOOKS	198942	25.59
		I-81789358	101-45500-43420	BOOKS LARGE PRINT BOOKS	198942	30.39
01-02679	MENARD'S INC					
		I-58713	101-45500-42500	REPAIR & MAIN REPLACEMENT FAUCET	199004	89.99
01-02811	JONES SUPPLIES					
		I-143311	101-45500-42600	SUPPLIES & MA TOILET TISSUE,TOWELS	198992	139.99
		I-143356	101-45500-42600	SUPPLIES & MA PAPER TOWEL,AIR FILTER	198992	124.65
01-06026	CENTER POINT LARGE PRIN					
		I-2030580	101-45500-43420	BOOKS LARGE PRINT BOOKS	198943	94.08
		I-2036602	101-45500-43420	BOOKS LARGE PRINT BOOKS	198943	94.08
01-08223	OVERDRIVE INC					
		I-02495CO23323311	101-45500-42693	E-BOOKS/AUDIO EBOOK,EAUDIOBOOK	199030	174.99
		I-02495DA23318417	101-45500-42693	E-BOOKS/AUDIO EBOOK	199030	60.00
		I-02495DA23326161	101-45500-42693	E-BOOKS/AUDIO EBOOK	199030	55.00
01-08281	ARAMARK					
		I-6380132500	101-45500-42600	SUPPLIES & MA MAT CLEANING	198927	38.62
01-09703	AMAZON CAPITAL SERVICES					
		I-1KMF-MWNL-1R9W	101-45500-43421	AUDIO-VISUAL BOARD GAMES	198925	464.11
DEPARTMENT 5500 LIBRARY					TOTAL:	2,766.65
FUND 101 GENERAL					TOTAL:	547,118.97

PACKET : 06608 06609

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
01-00039	MW MINI MELTS LLC					
		I-1060	201-45110-42601	CONCESSION SU MINI MELTS VARIETIES	199019	2,880.00
	PROJ: J50-CONCESS		OUTDOOR AQUATIC CENTER	CONCESSIONS		
		I-1079	201-45110-42601	CONCESSION SU MINI MELTS VARIETY	199019	1,728.00
	PROJ: J50-CONCESS		OUTDOOR AQUATIC CENTER	CONCESSIONS		
01-00445	CITY OF MITCHELL					
		I-04-000950-00.09.23	201-45110-42850	UTILITIES-AQU HITCHCOCK POOL	198952	40,787.50
	PROJ: J50-WATER		OUTDOOR AQUATIC CENTER	UTILITIES-WATER		
01-01495	HARVE'S PRO PRINTS					
		I-8096	201-45110-42600	SUPPLIES & MA PROGRAM SHIRTS	198979	546.00
	PROJ: J51-SM-PROGR		P&A YOUTH PROGRAMS	SUPPLIES/MATERIAL-PROGRAMS		
01-01830	NORTHWESTERN ENERGY					
		I-2868739-0.09.23	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	199025	4,201.90
	PROJ: J50-ELE/GAS		OUTDOOR AQUATIC CENTER	UTILITIES-ELECTRIC/GAS		
01-07266	MITCHELL HIGH SCHOOL VO					
		I-09192023	201-45110-42250	PROGRAMMING S YOUTH VOLLEYBALL PROGRAM	199013	2,255.54
				DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	52,398.94

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1701962	201-45140-42600	SUPPLIES & MA DUMP CART	199044	239.98
	PROJ: J02-SM-EQUIP	INDOOR AQUATIC CTR		SUPPLIES/MATERIAL-EQUIPMENT		
01-00445	CITY OF MITCHELL					
		I-04.001300.00.09.23	201-45140-42800	UTILITIES 1300 N MAIN ST	198952	2,195.25
	PROJ: J09-WATER	REC CTR UTILITIES		UTILITIES-WATER		
01-01490	MUELLER LUMBER CO. INC.					
		I-2022-50 P.E. #7	201-45140-43300	CAPITAL IMPRO 2022-50 P.E. #7	199017	148,756.07
01-01497	GRAINGER					
		I-9830208154	201-45140-42500	REPAIR & MAIN BRUSH,TELESCOPICE POLE	198976	154.89
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
		I-9835570384	201-45140-42500	REPAIR & MAIN SLEEVE COUPLING	198976	15.34
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
01-01830	NORTHWESTERN ENERGY					
		I-2773861-6.09.23	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	199025	732.14
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
		I-3510842-2.09.23	201-45140-42800	UTILITIES 1300 N MAIN CNTR	199025	4,937.81
	PROJ: J02-ELE/GAS	INDOOR AQUATIC CTR		UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97780627	201-45140-42601	CONCESSION SU PEPSI PRODUCTS,BUBBLRS	199033	292.07
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02567	S & M PRINTING INC					
		I-80844	201-45140-42600	SUPPLIES & MA FLYERS	199046	64.75
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-81006	201-45140-42600	SUPPLIES & MA FLYERS	199046	57.25
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02880	THUNE TRUE VALUE & APPL					
		I-A550296	201-45140-42600	SUPPLIES & MA GLASS CLEANER	199063	7.58
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-A550690	201-45140-42500	REPAIR & MAIN NUTS,BOLTS	199063	3.59
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
01-03267	WALMART/CAPITAL ONE					
		I-09142023	201-45140-42600	SUPPLIES & MA SUGARS, CREAMERS	199071	32.88
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-04293	JCL SOLUTIONS					
		I-1335605	201-45140-42500	REPAIR & MAIN WOOD FINISH	198989	403.47
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
01-08594	MAKE IT MINE DESIGNS					
		I-31740	201-45140-42601	CONCESSION SU EMBROIDERY UNIFORM	199000	112.99
	PROJ: J54-TODD	P&A UNIFORMS		UNIFORMS-TODD		

PACKET : 06608 06609

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
01-08949	SCHOLASTIC INC					
		I-M7446783	201-45140-42600	SUPPLIES & MA PRE-SCHOOL LEARNING MATERIALS	199052	303.60
	PROJ: J07-SM-OFFIC	REC CTR-PRESCHOOL		SUPPLIES/MATERIAL-OFFICE		
01-09494	SANFORD HEALTH					
		I-113	201-45140-42600	SUPPLIES & MA MEETING, PLANNING, PROMOTIONS	199047	460.00
	PROJ: J03-SM-GENER	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIALS-GENERAL		
01-09633	STAPLES					
		I-3546163477	201-45140-42600	SUPPLIES & MA MICROFIBER CLOTH	199057	72.73
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-3546236530	201-45140-42600	SUPPLIES & MA TUBE TRIGGER SPRAYER	199057	26.88
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
		I-3547009743	201-45140-42600	SUPPLIES & MA BAND-AIDS	199057	39.20
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-3547009744	201-45140-42600	SUPPLIES & MA BANDAGES	199057	5.81
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 158,914.28

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-1177/1	201-45160-42603	SMALL EQUIPME BACKPACK SPRAYER	198968	299.99
	PROJ: H06-42603		ARENA-NORTH RINK	SMALL EQUIPMENT		
01-00236	BENDER'S SEWER CLEANING					
		I-32045	201-45160-42500	REPAIR & MAIN SOCCER COMPLEX JETTING SEWER	198934	600.00
	PROJ: H07-42500		PEPSI COMPLEX	REPAIR/MAINTENANCE		
01-00424	RUNNINGS SUPPLY INC					
		I-1704606	201-45160-42600	SUPPLIES & MA SCREEN	199044	24.99
	PROJ: H07-42600		PEPSI COMPLEX	SUPPLIES/MATERIALS		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-295412	201-45160-42600	SUPPLIES & MA DIGITAL CALIPER	198940	39.95
	PROJ: H13-42600		ARENA-SOUTH RINK	SUPPLIES-MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-IF8718	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	198949	78.00
	PROJ: H01-42610		SPORTS COMPLEX EQUIPMENT	GAS-FUEL		
		I-IF8821	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	198949	104.00
	PROJ: H01-42610		SPORTS COMPLEX EQUIPMENT	GAS-FUEL		
		I-II0446	201-45160-42602	CHEMICALS PENETREC	198949	234.25
	PROJ: H07-42602		PEPSI COMPLEX	CHEMICALS		
01-00712	NAPA CENTRAL					
		I-790861	201-45160-42500	REPAIR & MAIN HOSE FITTINGS	199020	64.86
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-00841	KROMER COMPANY					
		I-581586	201-45160-42500	REPAIR & MAIN AXLE REPLACEMENT KIT	198994	465.07
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-01075	JOHNSON CONTROLS INC.					
		I-1-131159678012	201-45160-42500	REPAIR & MAIN DEHUMIDIFIER MOTOR REPLACED	198991	2,878.08
	PROJ: H06-42500		ARENA-NORTH RINK	REPAIR-MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815021846	201-45160-42500	REPAIR & MAIN OIL	199058	11.95
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-663174	201-45160-42500	REPAIR & MAIN DOUBLE POLE TIME CLOCK	199018	623.59
	PROJ: H04-42500		BASEBALL	REPAIR/MAINTENANCE		
		I-663282	201-45160-42500	REPAIR & MAIN CONNECTORS,COUPLINGS,CONDUIT	199018	512.40
	PROJ: H07-42500		PEPSI COMPLEX	REPAIR/MAINTENANCE		
01-01819	NORTHWEST PIPE FITTINGS					
		I-427600	201-45160-42600	SUPPLIES & MA FIELD DECODER	199024	901.10
	PROJ: H07-42600		PEPSI COMPLEX	SUPPLIES/MATERIALS		

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01819	NORTHWEST PIPE FITTINGS	continued				
		I-428369	201-45160-42600	SUPPLIES & MA FALCON SERIES	199024	984.96
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.09.23	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	199025	6,394.69
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2834109-7.09.23	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	199025	1,329.08
	PROJ: H15-42800	LAK MITCHELL PUMP CADWELL		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S103084880.001	201-45160-42500	REPAIR & MAIN BALL VALVE,THREADED,ACCT704	198963	149.01
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-9844	201-45160-42600	SUPPLIES & MA SATIN PAINT	199055	116.78
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A550573	201-45160-42600	SUPPLIES & MA NUTS,BOLTS	199063	13.54
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-B279165	201-45160-42500	REPAIR & MAIN TANK FILL VALVE,CONNECTOR	199063	22.48
	PROJ: H13-42500	ARENA-SOUTH RINK		REPAIR-MAINTENANCE		
		I-B279260	201-45160-42500	REPAIR & MAIN O RING	199063	1.50
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-08130	C & B OPERATIONS LLC					
		C-12112134A	201-45160-42500	REPAIR & MAIN RETURNED SPACER	198938	309.73-
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		C-196986.05.23	201-45160-42500	REPAIR & MAIN DUPLICATE PAYMENT CK#196986	198938	309.73-
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-12331706	201-45160-42500	REPAIR & MAIN SCREW,LOCK NUT,WHEEL,BUSHING	198938	108.76
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-12386475	201-45160-42600	SUPPLIES & MA JOHN DEERE MANUAL	198938	46.54
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-08604	3D SECURITY INC					
		I-57668FA	201-45160-42500	REPAIR & MAIN SERVICE CALL	198919	380.00
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-08901	CTM SERVICES INC					
		I-6450	201-45160-43400	CAPITAL EQUIP WINDOW WASH,STEERING CYLINDER	198960	377.46
	PROJ: H01-43400	SPORTS COMPLEX EQUIPMENT		CAPITAL EQUIPMENT		
01-09349	HOWES OIL CO					
		I-330598	201-45160-42610	GAS & FUEL UNLEADED FUEL	198984	431.41
01-09826	HEARTLAND AG SYSTEMS					
		I-IH21366	201-45160-42500	REPAIR & MAIN PARTS	198980	308.48
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		

PACKET : 06608 06609

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-A550289	201-45165-42600	SUPPLIES BLEACH	199063	4.99
DEPARTMENT 5165 CADWELL CONCESSIONS					TOTAL:	4.99

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00085	KAROL CIAVARELLA					
		I-34194	201-45210-42604	TREES RE-TREE MITCHELL PROGRAM	198951	200.00
	PROJ: H52-42604	FORESTRY		TREES		
01-00356	QUALIFIED PRESORT					
		I-2279-2722	201-45210-42600	SUPPLIES & MA POSTAGE 09.01-15.2023	199040	1.26
01-00424	RUNNINGS SUPPLY INC					
		I-1698676	201-45210-42600	SUPPLIES & MA TRIMMER LINE	199044	10.49
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1698696	201-45210-42600	SUPPLIES & MA LED BULBS,COUPLING,PLUGS	199044	107.65
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1699329	201-45210-42600	SUPPLIES & MA ROUNDUP PROMAX	199044	159.98
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
		I-1701430	201-45210-42600	SUPPLIES & MA TRIMMER LINE	199044	16.99
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-1701902	201-45210-42600	SUPPLIES & MA BOLTS,NUTS,WASHERS	199044	25.57
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1701914	201-45210-42600	SUPPLIES & MA BOLTS,NUTS,WASHERS	199044	8.28
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1703078	201-45210-42600	SUPPLIES & MA WINCH STRAP,QUICK LINKS	199044	69.15
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-1703156	201-45210-42600	SUPPLIES & MA UTILITY KNIFE,WIRE ROPE	199044	23.90
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1705797	201-45210-42600	SUPPLIES & MA BOLTS BARREL	199044	11.29
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IF7093	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	198949	2,106.96
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IF7094	201-45210-42610	GAS & FUEL P&R UNLEADED FUEL	198949	1,606.51
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-01199	STURDEVANTS AUTO VALUE					
		I-815021852	201-45210-42500	REPAIR & MAIN BATTERIES	199058	154.79
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815021855	201-45210-42500	REPAIR & MAIN OIL FILTER	199058	7.93
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815021988	201-45210-42500	REPAIR & MAIN BATTERIES	199058	106.14
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01321	MEBIUS NURSERY & LANDSC					
		I-126939	201-45210-42500	REPAIR & MAIN REPAIR PLAZA IRRIGATION SYSTEM	199003	130.00
	PROJ: H64-42500	6TH STREET PLAZA PARK		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.09.23	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	199025	80.41
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.09.23	201-45210-42800	UTILITIES PATTON YOUNG	199025	89.16
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2748483-1.09.23	201-45210-42800	UTILITIES ACCESS LOT METER	199025	10.15
PROJ: H79-42800	LAKE PARK ACCESS AREAS			UTILITIES		
		I-2967874-5.09.23	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	199025	48.09
PROJ: H65-42800	AMPHITHEATER			UTILITIES		
		I-2997129-8.09.23	201-45210-42800	UTILITIES 800 E 11TH AVE	199025	19.71
PROJ: H60-42800	NORTHRIDGE PARK			UTILITIES		
		I-3975323-1.09.23	201-45210-42800	UTILITIES 502 S LAWLER ST	199025	57.96
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
		I-3975325-6.09.23	201-45210-42800	UTILITIES 612 W ASH AVE	199025	40.38
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10611672	201-45210-42600	SUPPLIES & MA LABS	199039	153.00
PROJ: H85-42600	LAKE MITCHELL WATER			SUPPLIES-MAINTENANCE		
01-02679	MENARD'S INC					
		I-54541	201-45210-42600	SUPPLIES & MA TAPERED SHIM,STEEL DOOR	199004	204.34
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-55190	201-45210-42600	SUPPLIES & MA WHITE BRICK,TRIM	199004	72.52
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-55198A	201-45210-42600	SUPPLIES & MA TRIM	199004	10.79
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-58586A	201-45210-42600	SUPPLIES & MA MARKING SPRAY	199004	63.84
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		C-12264783	201-45210-42500	REPAIR & MAIN RETURNED RIM, WHEEL	198938	231.06-
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
		I-12261898	201-45210-42500	REPAIR & MAIN RIM, WHEEL	198938	231.06
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
		I-12347289	201-45210-42500	REPAIR & MAIN SLIDE COLLAR REPAIR KIT	198938	44.88
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
		I-12368943	201-45210-42500	REPAIR & MAIN REPAIR JOHN DEERE 1570	198938	975.25
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
		I-12374663	201-45210-42500	REPAIR & MAIN SEAL,THERMOSTAT,CLUTCH	198938	508.09
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
		I-12383936	201-45210-42500	REPAIR & MAIN LATCH,REPAIR KIT	198938	39.28
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
DEPARTMENT 5210 PARKS					TOTAL:	7,164.74

FUND 201 PARK FUND					TOTAL:	235,366.41

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00088	AMERICAN EMERGENCY PREP					
		I-1279	214-43500-42700	DUES, TRAININ WHITE,DYCE-WORKSHOP REG	198926	1,058.00
01-00531	PAULSON SHEET METAL INC					
		I-S15069	214-43500-42910	SERVICE CONTR AIR FILTERS,MID-SEASON MAINT	199031	63.50
01-01672	DAWN NIEHOFF					
		I-09222023	214-43500-42500	REPAIRS & MAI REIMBURSE MINI FRIDGE REPLCMNT	199021	100.00
01-02790	SUN GOLD SPORTS LLC					
		I-22300	214-43500-42650	UNIFORMS TOBIN EMBROIDERY	199061	85.00
01-03267	WALMART/CAPITAL ONE					
		I-09112023	214-43500-42600	SUPPLIES & MA WATER,BANANAS,GRANOLAS	199071	43.57
		I-09132023	214-43500-42600	SUPPLIES & MA WATER	199071	5.98
01-03334	MOTOROLA SOLUTIONS INC					
		I-8281709926	214-43500-43460	RADIO SYSTEM RADIOS	199016	18,533.55
01-04308	SANTEL COMMUNICATIONS C					
		I-11021600	214-43500-42800	UTILITIES - T ACCT #00212623-2	199049	106.16
01-06750	ATV HOLDINGS, LLC dba M					
		I-11007030	214-43500-42800	UTILITIES - T ACCT #00024899-5	199014	82.93
01-08252	CORPORATE TRANSLATION S					
		I-249940	214-43500-42200	PROFESSIONAL TRANSLATION SERVICES	198995	35.86
01-10486	AT&T MOBILITY - POLICE					
		I-9001X09232023	214-43500-42800	UTILITIES - T ACCT #287283989001	198929	45.28
DEPARTMENT 3500 E-911					TOTAL:	20,159.83
FUND 214 E-911 EMERGENCY					TOTAL:	20,159.83

BUDGET TO USE: CB-CURRENT BUDGET

PACKET : 06608 06609

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815022128	218-45180-42500	REPAIR & MAIN BATTERY FOR SCRUBBER	199058	239.98
01-02679	MENARD'S INC					
		C-59166	218-45180-42600	SUPPLIES & MA SPRAY RETURNED	199004	11.99-
01-02811	JONES SUPPLIES					
		I-143277	218-45180-42600	SUPPLIES & MA LINERS	198992	22.75
				DEPARTMENT 5180 JVCC	TOTAL:	250.74
				FUND 218 COMMUNITY SERVICES	TOTAL:	4,935.07

PACKET : 06608 06609

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
=====						
01-09069	BIG DADDY D'S INC					
		I-843	219-45140-42911	CONTRACT SERV SR MEALS 09.11-15.2023	198936	2,325.60
		I-844	219-45140-42605	MEAL SUPPLIES TO GO CONTAINERS	198936	146.96
		I-845	219-45140-42911	CONTRACT SERV SR MEALS 09.18-22.2023	198936	2,162.40
01-09349	HOWES OIL CO					
		I-330598	219-45140-42610	GAS, OIL, TIR UNLEADED FUEL	198984	74.49
DEPARTMENT 5140 NUTRITION					TOTAL:	4,709.45

FUND 219 NUTRITION					TOTAL:	4,709.45

PACKET : 06608 06609

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
01-00089	CAROLYN MOE					
		I-09202023	602-381369	REFUNDS AND R TRANSFER FEE REFUND-RURAL WTR	199015	50.00
01-00090	RILEY RANDALL					
		I-09142023	602-381369	REFUNDS AND R REFUND TRANSFER FEE	199042	50.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 100.00

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3330 WATER TREATMENT PLANT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00403	CITY OF SIOUX FALLS					
		I-27292	602-43330-42550	LAB FEES BACTERIA WATER TESTS	198953	145.00
01-02602	PUBLIC HEALTH LABORATOR					
		I-10611666	602-43330-42550	LAB FEES LABS	199039	195.00
		I-10611784	602-43330-42550	LAB FEES LABS	199039	602.00
01-02679	MENARD'S INC					
		I-55195	602-43330-42600	SUPPLIES & MA LATCH BOX,BLEACH	199004	55.07
		I-58368	602-43330-42600	SUPPLIES & MA GRIP,NITRILE,BOLTS	199004	98.94
01-06656	PREMIER PEST CONTROL LL					
		I-50910	602-43330-42600	SUPPLIES & MA SEPT PEST CONTROL	199035	75.00
01-09349	HOWES OIL CO					
		I-330598	602-43330-42610	GAS & FUEL UNLEADED FUEL	198984	57.01

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 1,228.02

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-2722	602-43340-42660	POSTAGE POSTAGE 09.01-15.2023	199040	50.19
01-00424	RUNNINGS SUPPLY INC					
		I-1698726	602-43340-42600	SUPPLIES & MA OIL	199044	4.49
		I-1698752	602-43340-42600	SUPPLIES & MA SPADE DRAIN HANDLE	199044	105.98
		I-1706057	602-43340-42600	SUPPLIES & MA LOCK PIN,BUSHING	199044	22.13
		I-1706362	602-43340-42600	SUPPLIES & MA CLEVIS PIN	199044	3.59
01-00717	H & W CONTRACTING LLC					
		I-2021-25 P.E. #3	602-43340-43326	LIVESAY UTILI 2021-25 P.E. #3	198978	46,264.95
01-00786	SOUTH DAKOTA 811					
		I-SD23-02269	602-43340-42200	LOCATES AUGUST 2023 MESSAGE FEES	199056	125.48
01-01199	STURDEVANTS AUTO VALUE					
		I-815022046	602-43340-42600	SUPPLIES & MA LAMP,COUPLER SAFETY	199058	9.98
		I-815022047	602-43340-42600	SUPPLIES & MA MINIATURE LAMP	199058	0.50
01-01819	NORTHWEST PIPE FITTINGS					
		I-422061-2	602-43340-42600	SUPPLIES & MA MARKED WATER	199024	183.92
01-01830	NORTHWESTERN ENERGY					
		I-2576810-2.09.23	602-43340-42800	UTILITIES 1224 1/2 W 5TH AVE	199025	36.46
		I-2941237-6.09.23	602-43340-42800	UTILITIES 1416 E SPRUCE ST	199025	43.31
01-02470	CORE & MAIN LP					
		I-T076188	602-43340-42600	SUPPLIES & MA BALL CORP STOP	198956	1,184.04
		I-T092851	602-43340-42600	SUPPLIES & MA BARE SWAB POLLY PIG	198956	89.51
		I-T513652	602-43340-42600	SUPPLIES & MA BALL CORP STOP	198956	1,376.10
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2021-3 P.E. #16	602-43340-43358	PAINT WEST WT 2021-3 P.E. #16	199051	701.74
		I-2021-45 P.E. #24	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #24	199051	80.00
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-9814-4	602-43340-42600	SUPPLIES & MA PAINT	199055	417.12
01-02679	MENARD'S INC					
		I-58425	602-43340-42600	SUPPLIES & MA HEX BOLTS	199004	44.01
01-02880	THUNE TRUE VALUE & APPL					
		I-A550884	602-43340-42600	SUPPLIES & MA MENDING PLATE,CORNER IRON	199063	35.12
01-08130	C & B OPERATIONS LLC					
		I-12356305	602-43340-42600	SUPPLIES & MA ELECTRIC CONNECTOR	198938	0.97
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #23	602-43340-43355	ABOVE GROUND 2020-20 P.E. #23	198985	37,303.86

PACKET : 06608 06609

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
01-08417	INFRASTRUCTURE DESIGN G	continued				
		I-2021-25 P.E. #9	602-43340-43326	LIVESAY UTILI 2021-25 P.E. #9	198985	136.70
01-08466	CHR SOLUTIONS INC					
		I-765830	602-43340-42660	POSTAGE AUGUST BILLING SERVICES	198948	751.83
		I-765830	602-43340-42910	BILLING OFFIC AUGUST BILLING SERVICES	198948	819.11
01-09349	HOWES OIL CO					
		I-330598	602-43340-42610	GAS & FUEL UNLEADED FUEL	198984	666.75
		I-330598	602-43340-42610	GAS & FUEL UNLEADED FUEL	198984	104.54
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	90,562.38
				FUND 602 WATER	TOTAL:	91,890.40

PACKET : 06608 06609

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-2279-2722	604-43200-42660	POSTAGE	199040	50.19
01-00750	FISHER SCIENTIFIC					
		I-5540054	604-43200-42600	SUPPLIES	198973	324.00
		I-5540055	604-43200-42600	SUPPLIES	198973	242.68
		I-5691919	604-43200-42600	SUPPLIES	198973	52.36
		I-6069278	604-43200-42600	SUPPLIES	198973	278.10
01-01789	NORTHERN BALANCE & SCAL					
		I-0137279	604-43200-42600	SUPPLIES	199023	201.00
01-02409	ENVIRONMENTAL RESOURCE					
		I-053526	604-43200-42600	SUPPLIES	198971	150.77
01-02679	MENARD'S INC					
		I-54558	604-43200-42600	SUPPLIES	199004	22.33
		I-58587	604-43200-42600	SUPPLIES	199004	102.55
01-06656	PREMIER PEST CONTROL LL					
		I-50903	604-43200-42600	SUPPLIES	199035	75.00
01-08466	CHR SOLUTIONS INC					
		I-765830	604-43200-42660	POSTAGE	198948	751.83
01-09349	HOWES OIL CO					
		I-330598	604-43200-42610	GAS & FUEL	198984	107.49
		I-330598	604-43200-42610	GAS & FUEL	198984	293.04
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	2,651.34

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1704786	604-43250-42600	SUPPLIES RATCHET STRAPS	199044	9.99
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-295260	604-43250-42600	SUPPLIES PRIM DEF	198940	27.98
01-00717	H & W CONTRACTING LLC					
		I-2021-25 P.E. #3	604-43250-43336	LIVESAY UTILI 2021-25 P.E. #3	198978	43,032.79
01-00786	SOUTH DAKOTA 811					
		I-SD23-02269	604-43250-42200	PROFESSIONAL AUGUST 2023 MESSAGE FEES	199056	125.47
01-01199	STURDEVANTS AUTO VALUE					
		I-815022306	604-43250-42600	SUPPLIES OIL FILTER	199058	7.93
01-01830	NORTHWESTERN ENERGY					
		I-2572870-0.09.23	604-43250-42800	UTILITIES 1511 N COMMERCE	199025	64.48
		I-2809477-9.09.23	604-43250-42800	UTILITIES 1423 COUNTRY DR	199025	133.88
		I-2828568-2.08.23	604-43250-42800	UTILITIES 5709 ISLAND CT	199025	21.86
		I-3288018-9.09.23	604-43250-42800	UTILITIES CABELA DR	199025	25.06
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2023-16 P.E. #7	604-43250-43350	S HARMON/OHLM 2023-16 P.E. #7	199051	1,626.25
01-02679	MENARD'S INC					
		I-54539	604-43250-42600	SUPPLIES PIPE, COUPLING, TEES	199004	91.79
		I-55183	604-43250-42600	SUPPLIES LAWN SEED	199004	9.99
01-07430	ELLIOTT EQUIPMENT CO					
		I-174845	604-43250-42600	SUPPLIES HOSE REEL ENCODER	198969	944.61
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #9	604-43250-43336	LIVESAY UTILI 2021-25 P.E. #9	198985	1,298.61
01-08466	CHR SOLUTIONS INC					
		I-765830	604-43250-42910	BILLING OFFIC AUGUST BILLING SERVICES	198948	819.11
01-09349	HOWES OIL CO					
		I-330598	604-43250-42610	GAS UNLEADED FUEL	198984	74.30
01-10356	CK BICYCLES & LOCKS LLC					
		I-17231	604-43250-42600	SUPPLIES MASTER KEY SET	198954	117.00
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	48,431.10
FUND 604 SEWER					TOTAL:	51,082.44

PACKET : 06608 06609

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
=====						
01-03004	ATR LIGHTING ENTERPRISE					
		I-3426749-IN	606-43500-42605	LIGHTING MAIN LIGHT REPAIRS	198930	264.12
01-09349	HOWES OIL CO					
		I-330598	606-43500-42610	GAS & OIL UNLEADED FUEL	198984	7.45
DEPARTMENT 3500 AIRPORT						TOTAL: 271.57

FUND 606 AIRPORT						TOTAL: 271.57

PACKET : 06608 06609

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815022314	612-43220-42600	SUPPLIES OIL,AIR FILTERS	199058	361.04
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.09.23	612-43220-42800	UTILITIES 2801 E HAVENS ST	199025	123.05
01-06656	PREMIER PEST CONTROL LL					
		I-50911	612-43220-42500	REPAIR & MAIN SEPT PEST CONTROL	199035	175.00
01-08380	PETERBILT OF SIOUX FALL					
		I-A615221	612-43220-42600	SUPPLIES OIL FILTER SCREW CAP	199034	157.73
01-09891	MILLENNIUM RECYCLING					
		I-480981	612-43220-42200	CONTRACT-MILL SINGLE STREAM FEE	199010	2,045.75
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	2,862.57

PACKET : 06608 06609

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
01-00356	QUALIFIED PRESORT					
		I-2279-2722	612-43230-42660	POSTAGE	199040	50.19
01-00424	RUNNINGS SUPPLY INC					
		I-1698949	612-43230-42600	SUPPLIES	199044	29.97
01-01199	STURDEVANTS AUTO VALUE					
		I-815022313	612-43230-42600	SUPPLIES	199058	551.01
01-01830	NORTHWESTERN ENERGY					
		I-2576522-3.09.23	612-43230-42800	UTILITIES	199025	38.54
01-02418	SANITATION PRODUCTS					
		I-86869	612-43230-42600	SUPPLIES	199048	465.13
01-08466	CHR SOLUTIONS INC					
		I-765830	612-43230-42660	POSTAGE	198948	751.83
		I-765830	612-43230-42910	BILLING OFFIC	198948	819.11
01-09349	HOWES OIL CO					
		I-330598	612-43230-42610	GAS & OIL	198984	2,400.86
				DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	5,106.64

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-2722	612-43240-42600	SUPPLIES POSTAGE 09.01-15.2023	199040	38.17
01-00436	CHS FARMERS ALLIANCE					
		I-IF7095	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	198949	1,720.42
01-01199	STURDEVANTS AUTO VALUE					
		I-815022312	612-43240-42600	SUPPLIES OIL,AIR,FUEL CONSTRUCTIONS	199058	659.96
01-03360	WHOLESALE ELECTRONICS I					
		I-C32510030	612-43240-42600	SUPPLIES CONTACT CLEANER & LUBE	199073	42.44
01-08130	C & B OPERATIONS LLC					
		I-12360712	612-43240-42600	SUPPLIES FITTINGS,HYDRAULIC HOSE	198938	113.30
01-09349	HOWES OIL CO					
		I-330598	612-43240-42610	GAS & OIL UNLEADED FUEL	198984	67.40
		I-330598	612-43240-42610	GAS & OIL UNLEADED FUEL	198984	985.52
DEPARTMENT 3240 LANDFILL					TOTAL:	3,627.21

FUND 612 SANITATION					TOTAL:	11,596.42

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00058	GRAYSCALE EVENT MARKETI					
		I-1173	613-45650-42320	ADVERTISING/P SOCIAL MEDIA MANAGEMENT	198977	1,999.00
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-295012	613-45650-42500	REPAIRS & MAI HYDRAULIC JACK OIL	198940	8.79
01-01075	JOHNSON CONTROLS INC.					
		C-1-131102296828	613-45650-42502	CONTRACT SERV EARLY PAYMENT DISCOUNT	198991	116.83-
		I-1-131150047507	613-45650-42500	REPAIRS & MAI COOLING,HEATING VALVE MAINT	198991	180.90
01-01199	STURDEVANTS AUTO VALUE					
		I-815021850	613-45650-42500	REPAIRS & MAI FILTER KIT	199058	33.99
01-01396	MITCHELL CONVENTION & V					
		I-09182023	613-45650-42907	PRE-STURGIS P PRE-STURGIS MARKETING EXPENSES	199012	505.00
01-01490	MUELLER LUMBER CO. INC.					
		I-291797	613-45650-42600	SUPPLIES & MA PLYWOOD	199017	25.48
	PROJ: X04-42600		DECORATING	SUPPLIES		
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.09.23	613-45650-42800	UTILITIES 600 N MAIN ST	199025	169.82
		I-2735044-6.09.23	613-45650-42850	CP PLAZA UTIL 801 N KIMBALL ST	199025	773.91
01-02679	MENARD'S INC					
		I-55192	613-45650-42600	SUPPLIES & MA ADHESIVE,CAULK,WOOD,BLADES	199004	297.20
01-02748	ROMEO ENTERTAINMENT GRO					
		I-5408	613-45650-42905	ENTERTAINMENT 2023 CP FEST ENTERTAINMENT FEE	199043	8,000.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-02811	JONES SUPPLIES					
		I-143170	613-45650-42600	SUPPLIES & MA CLEANER,LINERS,T-TISSUE,TOWELS	198992	292.91
		I-143287	613-45650-42600	SUPPLIES & MA FOAMING SOAP,CLEANER,TOWELS	198992	409.28
01-02880	THUNE TRUE VALUE & APPL					
		I-A550779	613-45650-42600	SUPPLIES & MA CAULK,SEAL	199063	19.98
		I-D27247	613-45650-42600	SUPPLIES & MA MICROWAVE	199063	229.99
01-03700	CORE-MARK MIDCONTINENT					
		I-1224645	613-45650-42610	COST OF GOODS BURGERS,HOT DOGS,BUNS,CANDY	198957	2,149.53
		I-1234980	613-45650-42610	COST OF GOODS CORNNUTS,SUCKERS,CHIPS,CHEESE	198957	998.14
		I-1234981-72	613-45650-42610	COST OF GOODS POPCORN BAGS	198957	519.80
01-04352	UPS STORE #4227					
		I-09132023	613-45650-42660	SHIPPING/POST POSTAGE	199068	37.03
01-05892	GAYLEN'S GOURMET POPCOR					

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-05892	GAYLEN'S GOURMET POPCOR	continued				
		I-1357	613-45650-42610	COST OF GOODS CARAMEL POPCORN	198975	1,490.00
01-07344	CHESTERMAN COMPANY					
		I-11105870	613-45650-42610	COST OF GOODS MONSTERS,SLIM ENERGY,BIBS	198947	627.15
		I-11106786	613-45650-42615	COGS-ALCOHOL SPRITE	198947	25.00
		I-11110988	613-45650-42615	COGS-ALCOHOL COKE,SPRITE	198947	50.00
01-08281	ARAMARK					
		I-6380130259	613-45650-42600	SUPPLIES & MA TABLECLOTHES,NAKINS,MAT CLEAN	198927	226.30
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2516730823	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	198974	2,500.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-09349	HOWES OIL CO					
		I-330598	613-45650-42620	GAS & FUEL UNLEADED FUEL	198984	73.88
01-10254	LEIGHTON FAMILY FARMS					
		I-860	613-45650-42610	COST OF GOODS POPCORN	198998	811.00
01-10408	ARMSTRONG JOURNAL					
		I-81.08.2023	613-45650-42320	ADVERTISING/P PEDAL PULL BOOKLETS	198928	70.00
01-10425	ETIX					
		I-CP083123	613-45650-42900	TICKETING FEE TICKETING FEES	198972	718.20
				DEPARTMENT 5650 CORN PALACE	TOTAL:	23,125.45
				FUND 613 CORN PALACE	TOTAL:	23,125.45

7/27/2023 7:42 AM
 PACKET : 06608 06609
 VENDOR SET: Mult
 FUND : 614 GOLF COURSE
 DEPARTMENT: 5250 GOLF COURSE
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 44

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-1235/1	614-45250-42600	SUPPLIES & MA AUGER TOILET	198968	14.99
01-00436	CHS FARMERS ALLIANCE					
		I-IF7065	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED FUEL	198949	698.53
		I-IF7090	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED FUEL	198949	685.96
		I-IF7091	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER	198949	946.27
		I-IF7092	614-45250-42610	GAS & FUEL UNLEADED FUEL BLEND	198949	249.81
01-00712	NAPA CENTRAL					
		I-790694	614-45250-42600	SUPPLIES & MA GEAR OIL,ANTIFREEZE	199020	78.21
01-01355	MIDWEST TURF & IRRIGATI					
		I-3918821-00	614-45250-42500	REPAIR & MAIN BEVEL SHAFT GEAR	199009	648.51
		I-3919164-00	614-45250-43400	MACHINERY & E GREENMASTER 3320 HYBRID	199009	43,236.00
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.09.23	614-45250-42800	UTILITIES 700 W 23RD AVE	199025	150.38
		I-2581641-4.09.23	614-45250-42800	UTILITIES W 23RD	199025	10.00
		I-2581643-0.09.23	614-45250-42800	UTILITIES GOLF PUMP 100 H	199025	1,747.07
		I-2581875-8.09.23	614-45250-42800	UTILITIES GOLF CLUB HOUSE	199025	591.93
		I-2581876-6.09.23	614-45250-42800	UTILITIES GOLF CART SHED	199025	47.00
		I-2939180-2.09.23	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	199025	52.38
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670213571	614-45250-42800	UTILITIES ACCT #026306702	199007	16.72
01-02679	MENARD'S INC					
		I-59041	614-45250-42600	SUPPLIES & MA HOSE REEL,GARBAGE BAGS,MOUSETR	199004	84.16
01-03014	ADVANCE AUTO PARTS					
		I-5761326432090	614-45250-42600	SUPPLIES & MA HEADLIGHT REPLACEMENT	198923	38.49
01-05099	EMME SAND & GRAVEL					
		I-9412	614-45250-42603	SAND/GOLF COU TOP DRESSING SAND	198970	1,570.46
01-08130	C & B OPERATIONS LLC					
		I-12342208	614-45250-42600	SUPPLIES & MA SET OF 2 KEYS	198938	12.80
		I-12379298	614-45250-42500	REPAIR & MAIN FITTINGS,HOSES	198938	87.53
01-08892	ERIC HIEB					
		I-09222023	614-45250-42200	GOLF PRO CONT BASE CONTRACT 10-2023	198982	6,804.75
		I-092223	614-45250-42200	GOLF PRO CONT AUG 2023 CLOVER CC FEES	198982	925.16
DEPARTMENT 5250 GOLF COURSE					TOTAL:	58,697.11

FUND 614 GOLF COURSE					TOTAL:	58,697.11

PACKET : 06608 06609

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
01-02880	THUNE TRUE VALUE & APPL					
		I-A549931	619-45220-42600	SUPPLIES HAND SOAP	199063	9.16
		I-A549935	619-45220-42600	SUPPLIES LIGHT BULBS	199063	17.99
01-03100	CENTURY LINK					
		I-605 995-8457.09.23	619-45220-42800	UTILITIES ACCT #605 995-8457	198945	13.54
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	40.69
				FUND 619 CAMPGROUND	TOTAL:	40.69

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01700	AAA COLLECTIONS INC					
		I-7783-2.08.23	621-369	REFUNDS & REI COLLECTION FEES	198921	221.25
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						221.25

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00087	DANIEL PRENDABLE					
		I-09072023	621-44600-42640	UNIFORMS FLASHLIGHT REIMBURSED	199037	44.99
01-00531	PAULSON SHEET METAL INC					
		I-S15069	621-44600-42500	REPAIRS & MAI AIR FILTERS,MID-SEASON MAINT	199031	158.75
01-00894	AVERA QUEEN OF PEACE HO					
		I-3445	621-44600-42600	SUPPLIES AMBULANCE MEDICAL SUPPLIES	198932	116.20
01-01199	STURDEVANTS AUTO VALUE					
		I-815022305	621-44600-42530	REPAIR & MAIN AIR FILTER	199058	41.36
01-01495	HARVE'S PRO PRINTS					
		I-8089	621-44600-42640	UNIFORMS EMBROIDERY	198979	264.00
01-01518	VERIZON WIRELESS					
		I-9943771365	621-44600-42800	UTILITIES ACCT #786752327-00001	199069	80.02
		I-9943771366	621-44600-42800	UTILITIES ACCT #786752327-00002	199069	100.02
01-02679	MENARD'S INC					
		I-58446	621-44600-42600	SUPPLIES CONTRACTOR BAGS	199004	49.77
01-02700	HENRY SCHEIN INC					
		I-51950204	621-44600-42600	SUPPLIES BANDAGES,DRESSINGS,SHEARS	198981	695.97
		I-51950205	621-44600-42600	SUPPLIES G3 RESPONDER RED MAT PACK	198981	1,067.00
		I-52612844	621-44600-42600	SUPPLIES NEONATAL SENSOR	198981	287.51
		I-54337182	621-44600-42600	SUPPLIES AIRWAY,I-GEL,COLD COMPRESSES	198981	350.77
01-05029	TACTICAL EMS SCHOOL					
		I-1950	621-44600-42700	TRAVEL, TRAIN BRUNS REG-2023 EMS TACTICAL	199062	900.00
01-07717	VERN EIDE FORD					
		I-25036135	621-44600-42530	REPAIR & MAIN SENSOR FOR MEDIC 3	199070	434.51
01-08156	PREMIER SPECIALTY VEHIC					
		I-1004767	621-44600-42530	REPAIR & MAIN BLOWER ASSEMBLY	199036	200.00
01-08555	BRANDON MANCHESTER					
		I-09202023	621-44600-42700	TRAVEL, TRAIN EMS CONFERENCE REIMB	199001	175.00
01-08594	MAKE IT MINE DESIGNS					
		I-31785	621-44600-42530	REPAIR & MAIN VEHICLE STRIPING	199000	435.00
01-09349	HOWES OIL CO					
		I-330598	621-44600-42610	GAS & OIL UNLEADED FUEL	198984	165.47
		I-330598	621-44600-42610	GAS & OIL UNLEADED FUEL	198984	178.93
01-09962	QUICK MED CLAIMS					
		I-INV31516	621-44600-42250	CONTRACT-QMC TRIP MONTHLY FEES	199041	3,951.78

PACKET : 06608 06609

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
=====						
01-10568	DR. MATTHEW SCHAFER					
		I-09152023	621-44600-42200	PROFESSIONAL 2023 4TH QTR PAYMENT	199050	1,500.00
DEPARTMENT 4600 EMS					TOTAL:	11,197.05

FUND 621 EMERGENCY MEDICAL SERVICE					TOTAL:	11,418.30

PACKET : 06608 06609

VENDOR SET: Mult

FUND : 724 STREET CONSTRUCTION

DEPARTMENT: 5000 STREET CONST.

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2022-23 P.E. #12	724-45000-42900	PROJECT CONST 2022-23 P.E. #12	199051	968.75
				DEPARTMENT 5000 STREET CONST.	TOTAL:	968.75
				FUND 724 STREET CONSTRUCTION	TOTAL:	968.75
					REPORT GRAND TOTAL:	1,061,380.86

** 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	101-41110-42600	SUPPLIES & MATERIALS	29.50	625	1,835.02-	Y			
	101-41230-42920	SPORTS AUTHORITY PROMOTION	500.00	80,000	4,935.00				
	101-41440-42220	CDL TRAINING	25.00	5,900	5,645.00				
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	947.00	29,900	4,730.30-	Y			
	101-41920-42520	REPAIR-CITY HALL	89.30	3,100	4,311.76-	Y			
	101-41935-42250	MANAGED PRINT SERVICES	4,283.32	52,000	13,602.51				
	101-41935-42615	POSTAGE	422.43	8,000	3,027.38				
	101-41935-42920	COMPUTER SOFTWARE	910.00	110,355	12,492.80-	Y			
	101-42110-42200	PROFESSIONAL SERVICES	252.70	16,030	8,381.62				
	101-42110-42500	REPAIR & MAINTENANCE	374.51	100,647	75,197.63				
	101-42110-42600	SUPPLIES	587.75	91,443	35,929.69				
	101-42110-42610	GAS OIL TIRES	4,387.02	60,000	5,815.31-	Y			
	101-42110-42640	UNIFORM ALLOWANCE	168.00	7,000	2,436.79				
	101-42110-42670	SERVICE DOG SUPPLY	324.60	2,030	16,752.76-	Y			
	101-42110-42800	TELEPHONE	1,129.49	15,000	4,581.07				
	101-42110-42810	UTILITIES	1,152.88	4,000	2,045.96-	Y			
	101-42110-42905	CRIME PREVENTION	465.26	675	209.74				
	101-42110-42940	EMERGENCY RESPONSE UNIT	1,050.00	2,500	719.05				
	101-42110-43400	MACHINERY AND EQUIPMENT	31,775.00	36,600	4,825.00				
	101-42130-42500	REPAIRS	3,288.22	3,000	828.12-	Y			
	101-42130-42520	EMERGENCY SIREN UTILITIES	142.84	2,700	854.77				
	101-42130-42540	SIGNS	12.28	12,000	705.40-	Y			
	101-42130-42545	PAINT	2,151.82	16,000	5,393.93-	Y			
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	6,337.79	0	27,313.62-	Y			
	101-42130-42600	SUPPLIES	10.99	3,000	2,308.55-	Y			
	101-42130-42610	GAS, OIL, TIRES	218.94	4,000	808.14-	Y			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	598.68	38,500	15,022.42				
	101-42130-42840	BUILDING UTILITIES	272.22	4,000	274.94-	Y			
	101-42200-42500	REPAIR & MAINTENANCE	298.07	6,880	5,811.38-	Y			
	101-42200-42600	SUPPLIES	173.91	23,450	9,581.96				
	101-42200-42610	GAS & OIL	386.96	8,500	938.47-	Y			
	101-42200-42800	TELEPHONE	204.63	2,000	57.91-	Y			
	101-43100-42500	REPAIRS	475.00	16,000	7,976.39				
	101-43100-42600	SUPPLIES	4,760.99	131,700	27,887.01-	Y			
	101-43100-42610	GAS	483.11	97,000	14,165.72				
	101-43100-42620	ASPHALT MIX	11,815.53	120,000	78,146.22				
	101-43100-42700	TRAVEL, CONF, DUES	180.07	500	47.47-	Y			
	101-43100-42800	UTILITIES	837.01	15,000	2,245.62				
	101-43100-43421	FUEL SYSTEM UPGRADE	202,930.92	500,000	77,369.08				
	101-43110-42200	PROFESSIONAL SERVICES	10,464.00	120,000	54,575.85				
	101-43110-42500	REPAIRS	3.99	700	397.57				
	101-43110-42610	GAS	363.07	6,000	1,688.73-	Y			
	101-43110-42650	UNIFORMS	59.99	2,000	1,611.05				
	101-43110-42750	PLANNING COMMISSION EXPENS	47.94	1,000	476.06-	Y			
	101-43110-42916	NUISANCE ABATEMENT	8,047.00	15,000	2,427.64-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	101-43120-42200	PROF SERVICES-DESIGN	3,292.05	145,800	127,043.28			
	101-43120-42521	SIDEWALK CONSTRUCT	3,000.00	75,000	19,337.00			
	101-43120-42680	CHIP SEAL ASPHALT	14,058.14	270,000	200,210.95			
	101-43120-43300	STREET OVERLAY MAINT	3,000.00	1,292,000	678,950.07			
	101-43120-43310	PARKING LOT/ALLEY PAVING	41,076.00	83,091	42,015.00			
	101-43120-43325	NORWAY/ROWLEY SIDEWALK	105,134.55	720,000	599,259.41			
	101-43130-42600	SUPPLIES & MATERIALS	1,986.57	88,408	1,862.12			
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	66,531.28	720,526	507,304.66			
	101-43150-43325	5TH & 9TH PROJECT	215.00	55,113	26,431.74			
	101-43700-42500	REPAIR & MAINTENANCE	176.85	3,000	1,720.79			
	101-43700-42600	SUPPLIES & MATERIALS	310.67	16,000	4,198.38			
	101-43700-42610	GAS & FUEL	1,196.08	10,000	2,645.35			
	101-43700-42650	UNIFORMS	40.00	500	205.48			
	101-43700-42800	UTILITIES	501.95	5,000	905.29			
	101-44120-42800	UTILITIES-POUND	43.45	4,000	2,614.27			
	101-44120-42900	IMPOUNDING DOGS	350.00	14,700	2,979.81			
	101-45500-42500	REPAIR & MAINTENANCE	89.99	16,500	1,581.81			
	101-45500-42600	SUPPLIES & MATERIALS	336.22	12,500	3,642.81			
	101-45500-42693	E-BOOKS/AUDIO BOOKS	289.99	17,151	4,420.69			
	101-45500-43420	BOOKS	1,586.34	47,000	19,198.19			
	101-45500-43421	AUDIO-VISUAL	464.11	8,500	3,319.79			
	201-45110-42250	PROGRAMMING SERVICES	2,255.54	14,000	5,457.39			
	201-45110-42600	SUPPLIES & MATERIALS	546.00	10,000	2,989.55			
	201-45110-42601	CONCESSION SUPPLIES	4,608.00	25,000	319.49-	Y		
	201-45110-42850	UTILITIES-AQUATICS	44,989.40	52,250	9,923.75-	Y		
	201-45140-42500	REPAIR & MAINTENANCE	577.29	33,000	18,625.65			
	201-45140-42600	SUPPLIES & MATERIALS	1,310.66	29,971	10,471.59			
	201-45140-42601	CONCESSION SUPPLIES	405.06	15,000	5,589.45			
	201-45140-42800	UTILITIES	7,865.20	185,000	72,463.66			
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	148,756.07	731,309	32,395.79			
	201-45160-42500	REPAIR & MAINTENANCE	5,506.72	60,498	21,060.08			
	201-45160-42600	SUPPLIES & MATERIALS	2,127.86	57,548	18,921.54			
	201-45160-42602	CHEMICALS	234.25	20,500	856.02			
	201-45160-42603	SMALL EQUIPMENT	299.99	3,600	2,030.05			
	201-45160-42610	GAS & FUEL	613.41	13,500	1,713.20			
	201-45160-42800	UTILITIES	7,723.77	128,520	29,689.88			
	201-45160-43400	CAPITAL EQUIPMENT	377.46	18,500	3,111.18			
	201-45165-42600	SUPPLIES	4.99	1,000	274.95			
	201-45210-42500	REPAIR & MAINTENANCE	1,966.36	41,500	3,999.14			
	201-45210-42600	SUPPLIES & MATERIALS	939.05	67,294	13,124.56			
	201-45210-42604	TREES	200.00	3,000	2,075.56			
	201-45210-42610	GAS & FUEL	3,713.47	31,000	561.15-	Y		
	201-45210-42800	UTILITIES	345.86	54,700	5,478.04			
	214-43500-42200	PROFESSIONAL SERVICES	35.86	1,445	474.64			
	214-43500-42500	REPAIRS & MAINTENANCE	100.00	3,696	3,014.27			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	214-43500-42600	SUPPLIES & MATERIALS	49.55	920	694.48			
	214-43500-42650	UNIFORMS	85.00	1,670	465.00			
	214-43500-42700	DUES, TRAINING	1,058.00	4,877	607.00-	Y		
	214-43500-42800	UTILITIES - TELEPHONE	234.37	3,154	842.03			
	214-43500-42910	SERVICE CONTRACTS	63.50	20,518	2,198.23			
	214-43500-43460	RADIO SYSTEM UPGRADE	18,533.55	84,437	6,805.79-	Y		
	218-45150-42500	REPAIR AND MAINTENANCE	596.35	11,500	3,692.86			
	218-45150-42600	SUPPLIES & MATERIALS	38.33	10,300	4,391.47			
	218-45150-42610	GAS OIL TIRES	3,869.48	60,000	33,292.58-	Y		
	218-45150-42810	UTILITIES-GARAGE	180.17	10,232	2,108.24			
	218-45180-42500	REPAIR & MAINTENANCE	239.98	6,600	3,496.76			
	218-45180-42600	SUPPLIES & MATERIALS	10.76	6,500	3,685.90			
	219-45140-42605	MEAL SUPPLIES	146.96	4,000	3,503.03			
	219-45140-42610	GAS, OIL, TIRES	74.49	1,800	168.16-	Y		
	219-45140-42911	CONTRACT SERVICES-MEALS	4,488.00	196,710	62,334.79			
	602-381369	REFUNDS AND REI*NON-EXPENS	100.00	0	150.58-			
	602-43330-42550	LAB FEES	942.00	22,600	18,767.50			
	602-43330-42600	SUPPLIES & MATERIALS	229.01	17,500	2,494.30			
	602-43330-42610	GAS & FUEL	57.01	2,200	300.24-	Y		
	602-43340-42200	LOCATES	125.48	2,000	1,288.09			
	602-43340-42600	SUPPLIES & MATERIALS	3,477.46	118,000	62,006.36-	Y		
	602-43340-42610	GAS & FUEL	771.29	10,000	6,293.82-	Y		
	602-43340-42660	POSTAGE	802.02	9,000	2,770.93			
	602-43340-42800	UTILITIES	79.77	10,000	2,734.47			
	602-43340-42910	BILLING OFFICE	819.11	10,000	3,318.10			
	602-43340-43326	LIVESAY UTILITIES	46,401.65	94,829	38,310.79			
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	80.00	998,000	977,093.75			
	602-43340-43355	ABOVE GROUND STORAGE	37,303.86	16,000,000	12,304,800.71			
	602-43340-43358	PAINT WEST WTR TOWER	701.74	1,150,011	579,881.03			
	604-43200-42600	SUPPLIES	1,448.79	20,000	6,789.52			
	604-43200-42610	GAS & FUEL	400.53	7,500	2,951.86-	Y		
	604-43200-42660	POSTAGE	802.02	9,000	2,732.57			
	604-43250-42200	PROFESSIONAL SERVICES	125.47	24,220	1,491.03-	Y		
	604-43250-42600	SUPPLIES	1,209.29	47,550	16,601.72			
	604-43250-42610	GAS	74.30	6,000	2,441.33			
	604-43250-42800	UTILITIES	245.28	61,100	25,683.39			
	604-43250-42910	BILLING OFFICE	819.11	9,000	2,318.08			
	604-43250-43336	LIVESAY UTILITIES	44,331.40	745,979	372,706.56			
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	1,626.25	857,000	837,941.13			
	606-43500-42605	LIGHTING MAINTENANCE	264.12	1,000	333.78-	Y		
	606-43500-42610	GAS & OIL	7.45	5,000	1,626.94			
	612-43220-42200	CONTRACT-MILLENNIUM	2,045.75	35,000	18,843.10			
	612-43220-42500	REPAIR & MAINTENANCE	175.00	5,000	2,705.65			
	612-43220-42600	SUPPLIES	518.77	18,000	6,947.92			
	612-43220-42800	UTILITIES	123.05	5,000	2,352.71			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====	=====GROUP BUDGET=====
				ANNUAL BUDGET	BUDGET OVER ANNUAL BUDGET
				BUDGET AVAILABLE	OVER BUDG
	612-43230-42600	SUPPLIES	1,046.11	40,000	6,987.45
	612-43230-42610	GAS & OIL	2,400.86	40,000	14,883.50- Y
	612-43230-42660	POSTAGE	802.02	9,000	2,758.70
	612-43230-42800	UTILITIES	38.54	600	152.51
	612-43230-42910	BILLING OFFICE	819.11	8,000	1,318.09
	612-43240-42600	SUPPLIES	853.87	53,000	8,145.88
	612-43240-42610	GAS & OIL	2,773.34	90,000	16,684.55
	613-45650-42320	ADVERTISING/PRINTING	4,569.00	28,500	8,584.92
	613-45650-42500	REPAIRS & MAINTENANCE	223.68	54,180	23,612.99
	613-45650-42502	CONTRACT SERVICES	116.83-	54,000	19,631.00- Y
	613-45650-42600	SUPPLIES & MATERIALS	1,501.14	40,000	4,948.13
	613-45650-42610	COST OF GOODS SOLD	6,595.62	170,000	3,077.64- Y
	613-45650-42615	COGS-ALCOHOL	75.00	20,500	3,999.81
	613-45650-42620	GAS & FUEL	73.88	1,500	358.40
	613-45650-42660	SHIPPING/POSTAGE	37.03	2,500	1,542.95
	613-45650-42800	UTILITIES	169.82	90,000	28,260.06
	613-45650-42850	CP PLAZA UTILITIES	773.91	720	748.68- Y
	613-45650-42900	TICKETING FEES	718.20	4,760	336.55
	613-45650-42905	ENTERTAINMENT	8,000.00	203,250	81,843.22
	613-45650-42907	PRE-STURGIS PARTY	505.00	0	24,139.47- Y
	614-45250-42200	GOLF PRO CONTRACT	7,729.91	66,525	5,494.64- Y
	614-45250-42500	REPAIR & MAINTENANCE	736.04	18,000	2,148.21
	614-45250-42600	SUPPLIES & MATERIALS	228.65	20,000	488.60
	614-45250-42603	SAND/GOLF COURSE	1,570.46	5,000	3,357.72
	614-45250-42610	GAS & FUEL	2,580.57	15,000	2,208.62
	614-45250-42800	UTILITIES	2,615.48	16,000	231.65
	614-45250-43400	MACHINERY & EQUIPMENT	43,236.00	155,000	58,292.00
	619-45220-42600	SUPPLIES	27.15	2,200	422.46
	619-45220-42800	UTILITIES	13.54	18,650	5,273.71
	621-369	REFUNDS & REIMB*NON-EXPENS	221.25	0	917.43-
	621-44600-42200	PROFESSIONAL SERVICES	1,500.00	7,250	17.07- Y
	621-44600-42250	CONTRACT-QMC	3,951.78	54,000	23,009.77
	621-44600-42500	REPAIRS & MAINTENANCE	158.75	1,000	1,150.88- Y
	621-44600-42530	REPAIR & MAINT-VEHICLE	1,110.87	17,452	6,801.61
	621-44600-42600	SUPPLIES	2,567.22	23,500	7,151.55
	621-44600-42610	GAS & OIL	344.40	15,000	3,235.45
	621-44600-42640	UNIFORMS	308.99	3,300	710.23
	621-44600-42700	TRAVEL, TRAINING & CONFERE	1,075.00	7,565	929.00
	621-44600-42800	UTILITIES	180.04	4,225	1,814.96
	724-45000-42900	PROJECT CONSTRUCTION	968.75	0	101,327.05- Y
**	2023-2024 YEAR TOTALS	**	1,061,380.86		

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	29.50
101-1230	ADMINISTRATIVE BOARDS	500.00
101-1440	HUMAN RESOURCES	972.00
101-1920	MUNICIPAL BUILDINGS	89.30
101-1935	INFORMATION TECHNOLOGY	5,615.75
101-2110	POLICE DEPARTMENT	41,667.21
101-2130	TRAFFIC DEPARTMENT	13,033.78
101-2200	FIRE DEPARTMENT	1,063.57
101-3100	STREET DEPARTMENT	221,482.63
101-3110	PUBLIC WORKS ADMIN	18,985.99
101-3120	STREET & SIDEWALK CONST	169,560.74
101-3130	SNOW REMOVAL	1,986.57
101-3150	STORM DRAINAGE	66,746.28
101-3700	CEMETERY	2,225.55
101-4120	ANIMAL CONTROL	393.45
101-5500	LIBRARY	2,766.65

101 TOTAL	GENERAL	547,118.97
201-5110	RECREATION & AQUATICS	52,398.94
201-5140	RECREATION CENTER	158,914.28
201-5160	SPORTS COMPLEXES	16,883.46
201-5165	CADWELL CONCESSIONS	4.99
201-5210	PARKS	7,164.74

201 TOTAL	PARK FUND	235,366.41
214-3500	E-911	20,159.83

214 TOTAL	E-911 EMERGENCY	20,159.83
218-5150	PALACE TRANSIT	4,684.33
218-5180	JVCC	250.74

218 TOTAL	COMMUNITY SERVICES	4,935.07
219-5140	NUTRITION	4,709.45

219 TOTAL	NUTRITION	4,709.45

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
602	NON-DEPARTMENTAL	100.00
602-3330	WATER TREATMENT PLANT	1,228.02
602-3340	WATER DISTRIBUTION	90,562.38

602 TOTAL	WATER	91,890.40
604-3200	WASTE WATER TREATMENT	2,651.34
604-3250	WASTE WATER COLLECTION	48,431.10

604 TOTAL	SEWER	51,082.44
606-3500	AIRPORT	271.57

606 TOTAL	AIRPORT	271.57
612-3220	RECYCLING PROGRAM	2,862.57
612-3230	WASTE COLLECTION	5,106.64
612-3240	LANDFILL	3,627.21

612 TOTAL	SANITATION	11,596.42
613-5650	CORN PALACE	23,125.45

613 TOTAL	CORN PALACE	23,125.45
614-5250	GOLF COURSE	58,697.11

614 TOTAL	GOLF COURSE	58,697.11
619-5220	CAMPGROUND	40.69

619 TOTAL	CAMPGROUND	40.69
621	NON-DEPARTMENTAL	221.25
621-4600	EMS	11,197.05

621 TOTAL	EMERGENCY MEDICAL SERVICE	11,418.30

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
724-5000	STREET CONST.	968.75

724 TOTAL	STREET CONSTRUCTION	968.75

** TOTAL **		1,061,380.86

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	GAUT	Garage Utilities	180.17
	MAINT	Maintenance/Repairs	596.35
	TIR	Tires	160.00
	** PROJECT E01 TOTAL **		936.52
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	488.67
	42600	SUPPLIES/MAINTENANCE	46.54
	42610	GAS-FUEL	182.00
	43400	CAPITAL EQUIPMENT	377.46
	** PROJECT H01 TOTAL **		1,094.67
H04 BASEBALL	42500	REPAIR/MAINTENANCE	623.59
	** PROJECT H04 TOTAL **		623.59
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	3,258.08
	42603	SMALL EQUIPMENT	299.99
	42800	UTILITIES	6,394.69
	** PROJECT H06 TOTAL **		9,952.76
H07 PEPSI COMPLEX	42500	REPAIR/MAINTENANCE	1,113.90
	42600	SUPPLIES/MATERIALS	2,041.37
	42602	CHEMICALS	234.25
	** PROJECT H07 TOTAL **		3,389.52
H13 ARENA-SOUTH RINK	42500	REPAIR-MAINTENANCE	22.48
	42600	SUPPLIES-MAINTENANCE	39.95
	** PROJECT H13 TOTAL **		62.43
H15 LAK MITCHELL PUMP CADWELL	42800	UTILITIES	1,329.08
	** PROJECT H15 TOTAL **		1,329.08

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	1,836.36
	42610	GAS/FUEL	3,713.47
		** PROJECT H50 TOTAL **	5,549.83
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	527.38
		** PROJECT H51 TOTAL **	527.38
H52 FORESTRY	42604	TREES	200.00
		** PROJECT H52 TOTAL **	200.00
H55 DRY RUN CREEK PARK	42800	UTILITIES	98.34
		** PROJECT H55 TOTAL **	98.34
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	28.28
		** PROJECT H56 TOTAL **	28.28
H60 NORTHRIDGE PARK	42800	UTILITIES	19.71
		** PROJECT H60 TOTAL **	19.71
H64 6TH STREET PLAZA PARK	42500	REPAIR/MAINTENANCE	130.00
		** PROJECT H64 TOTAL **	130.00
H65 AMPHITHEATER	42800	UTILITIES	48.09
		** PROJECT H65 TOTAL **	48.09
H66 CAMP ARROYA	42600	SUPPLIES/MATERIALS	159.98
		** PROJECT H66 TOTAL **	159.98
H77 SPORTSMANS CLUB	42800	UTILITIES	80.41
		** PROJECT H77 TOTAL **	80.41
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	10.15
		** PROJECT H79 TOTAL **	10.15
H85 LAKE MITCHELL WATER	42600	SUPPLIES-MAINTENANCE	153.00
		** PROJECT H85 TOTAL **	153.00
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	69.15
	42800	UTILITIES	89.16
		** PROJECT H87 TOTAL **	158.31

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J02 INDOOR AQUATIC CTR	ELE/GAS UTILITIES-ELECTRIC/GAS	4,937.81
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	239.98
	** PROJECT J02 TOTAL **	5,177.79
J03 REC CTR-WELLNESS/FITNESS	SM-GENER SUPPLIES/MATERIALS-GENERAL	460.00
	** PROJECT J03 TOTAL **	460.00
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	292.07
	** PROJECT J05 TOTAL **	292.07
J06 REC CTR-GENERAL BLDG	RM-GENER REPAIR/MAINT-GENERAL	577.29
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	26.88
	SM-GENER SUPPLIES/MATERIAL-GENERAL	239.74
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	7.58
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	32.88
	** PROJECT J06 TOTAL **	884.37
J07 REC CTR-PRESCHOOL	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	303.60
	** PROJECT J07 TOTAL **	303.60
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	732.14
	WATER UTILITIES-WATER	2,195.25
	** PROJECT J09 TOTAL **	2,927.39
J50 OUTDOOR AQUATIC CENTER	CONCESS CONCESSIONS	4,608.00
	ELE/GAS UTILITIES-ELECTRIC/GAS	4,201.90
	WATER UTILITIES-WATER	40,787.50
	** PROJECT J50 TOTAL **	49,597.40
J51 P&A YOUTH PROGRAMS	SM-PROGR SUPPLIES/MATERIAL-PROGRAMS	546.00
	** PROJECT J51 TOTAL **	546.00
J54 P&A UNIFORMS	TODD UNIFORMS-TODD	112.99
	** PROJECT J54 TOTAL **	112.99
W07 CORN PALACE FESTIVAL-2020	42320 ADVERTISING/PRINTING	4,499.00
	42905 ENTERTAINMENT	8,000.00
	** PROJECT W07 TOTAL **	12,499.00
X04 DECORATING	42600 SUPPLIES	25.48
	** PROJECT X04 TOTAL **	25.48

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:	October 2, 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 Jason Greenway-Variance Permit		
Explanation/Background of Agenda Item Requested:	Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned UD Urban Development District. City Planning Commission recommended approval at their September 11, 2023 meeting with a 3 aye, 2 nay and 2 absent vote; motion carried. At the September 18, 2023 Board of Adjustment hearing the item was unanimously postponed (tabled) by those present to the next Board of Adjustment. See Planning Commission Signed Minutes 09-11-2023.		



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: 25' vs 35' Front yard setback
Due to radius corner intersection + to line
up with neighbors house.

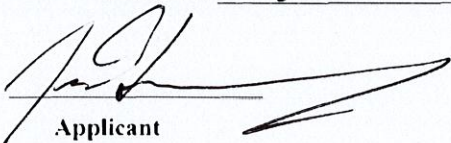
☐ Conditional Use Permit \$150 application due with the application.

- Description of Conditional Use: _____

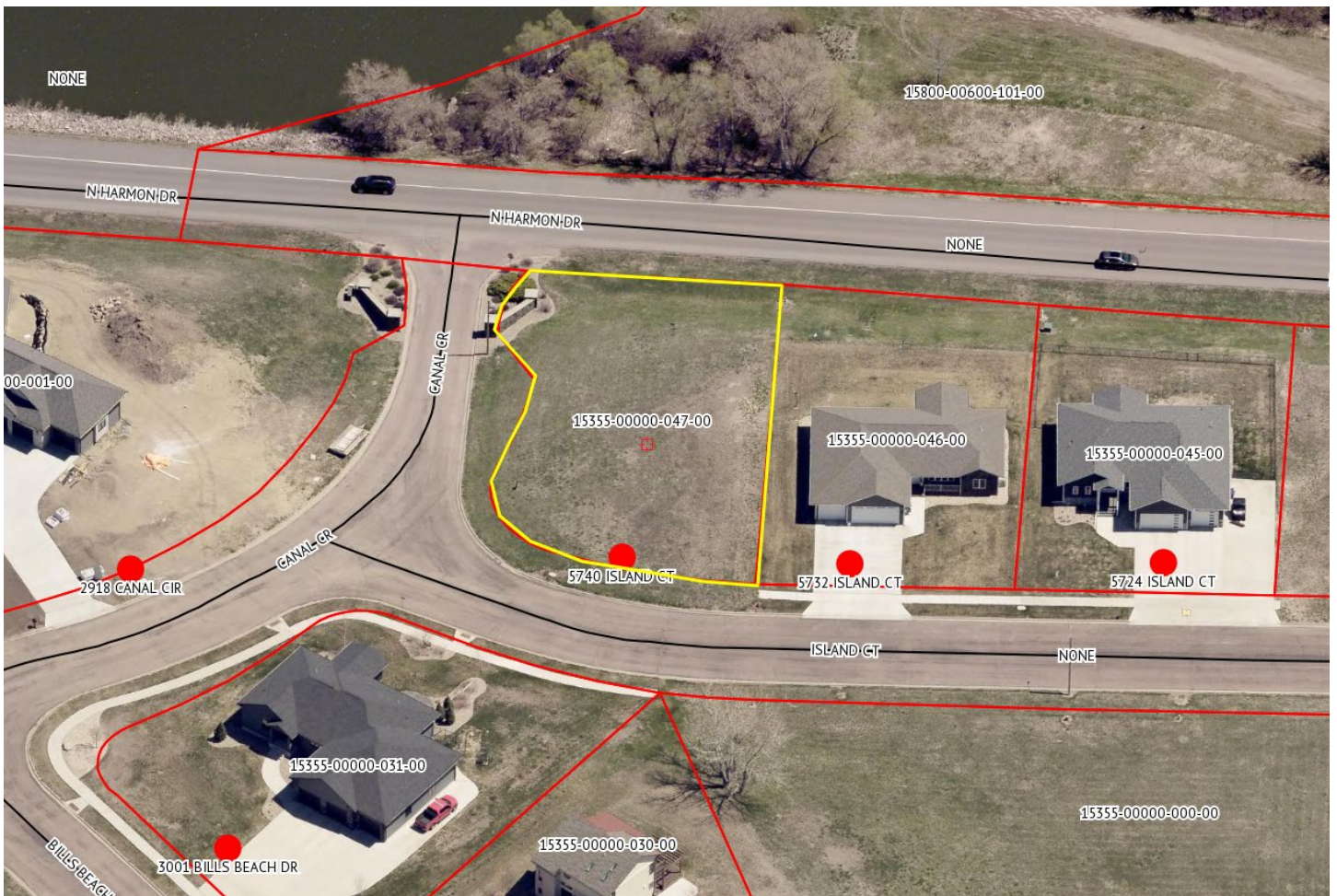
This Application is for the following described real property:

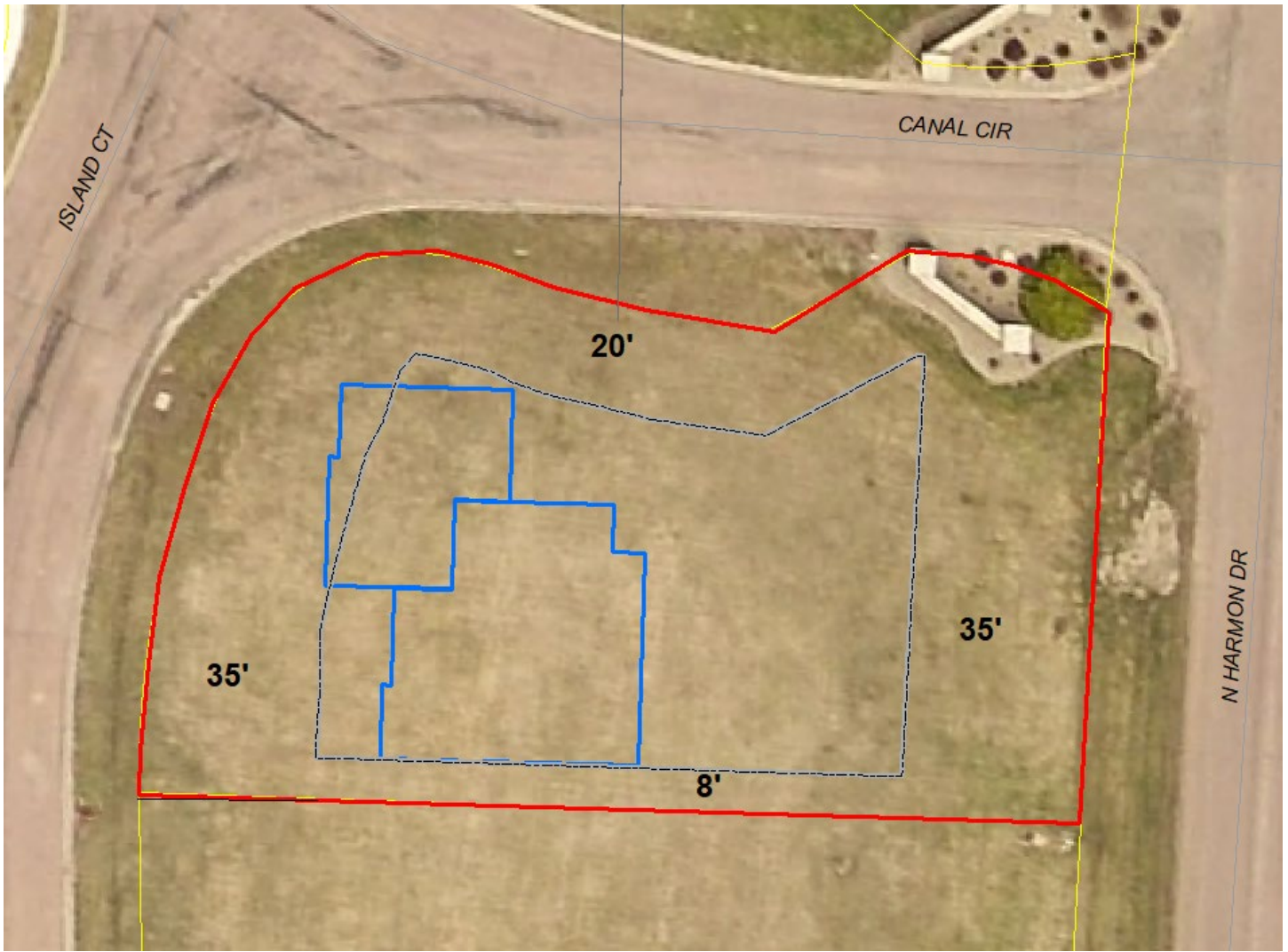
- Legal Description: Lot 47, Island First Addition, a subdivision of
the SE 1/4 of Section 31, T104 N, R 60 W of the
5th P.M., City of Mitchell, Davison County, South Dakota
- Property Address: 5740 Island Court

Dated this 22nd day of August, 2023


Applicant

Tuan Greenway
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 Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. 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, September 11, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, September 18, 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 24th day of August, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 30th day of August, 2023
Approximate Cost:



September 20, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned UD Urban Development District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission recommended approval at their September 11, 2023 meeting with a 3 aye, 2 nay and 2 absent vote. At the September 16, 2023 Board of Adjustment hearing the item was unanimously postponed (tabled) by those present to the next Board of Adjustment hearing which will be held on Monday, October 2, 2023 at 6:00 P.M, this hearing will be held 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. Any previous comments received will still be taken under consideration as well as any new comments.

I/We _____
OWNER

ADDRESS

_____ APPROVE

_____ DISAPPROVE

COMMENTS:

Jason & Summer Greenway
950 Carl Rd
Mitchell, SD 57301

George & Sherry Morgan
2918 Canal Dr
Mitchell, SD 57301

Jeff & Michelle Bathke
3001 Bills Beach Dr
Mitchell, SD 57301

Anne Dailey
623 S Sanborn BLVD
Mitchell, SD 57301

Maui Farms Inc
3240 Maui Dr
Mitchell, SD 57301

Steven & Jennifer Herrmann
Po Box 1133
Mitchell, SD 57301

Emily & Jordan Hanson
5724 Island Ct
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

August 30, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, September 11, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, September 18, 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

Maui Farms Inc Appl. Pres

OWNER

3240 Maui Drive

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

nice home like to see it happen

August 30, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, September 11, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, September 18, 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 Jason & Summer Greenway
OWNER

5740 Island Ct. Mitchell, SD 57301

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

From: Anne Dailey <annedailey43@gmail.com>

Date: September 18, 2023 at 7:38:32 AM CDT

To: Jeff Bathke <jeffbathke@msn.com>

Cc: dsabers@cityofmitchell.org, Tim.Goldammer@cityofmitchellsd.gov, jdoescher@cityofmitchell.org, kmccardle@cityofmitchell.org, mbarington@cityofmitchell.org, Mike.Bathke@cityofmitchellsd.gov, jsmith@cityofmitchell.org, stjarks@cityofmitchell.org, beverson@cityofmitchell.org

Subject: Re: Greenway Variance Request

Mayor Everson & Board,

I am the neighboring property at 3009 Bills Beach & I concur with Jeff on this matter & also request for you to vote no on this variance request.

While the structure alone will block some of the lake view of course, by allowing it to extend beyond the setbacks will block considerably more of the view from my property.

Allowing this variance will also thus set precedence for further structures to be able to do the same, resulting in over building these lots and reducing the green space in each yard. Overtime, the overcrowding of the lots will de-value the properties in the development that designed and built to meet both the setbacks and HOA covenants that are in place.

Minor redesigning or flipping of the plan appears to fit on the lot size inside of the pre-determined setbacks, thus there is no construction hardship.

Thank you for your consideration.

Anne E. Dailey
605-999-9027

Mark Jenniges

From: Jeff Bathke <jeffbathke@msn.com>
Sent: Tuesday, September 26, 2023 8:22 AM
To: Bob Everson
Cc: Dan Sabers; Tim Goldammer; John Doescher; Kevin McCardle; Marty Barington; Mike Bathke; Jeff Smith; Susan Tjarks; Anne Dailey; Mark Jenniges; Michelle Bathke
Subject: Greenway Variance Request
Attachments: Greenway Variance Request Disapproval Letter to BOA-20230926.pdf

Mayor Everson & Board of Adjustment Members,

Once again, I am submitting a letter explaining my objection to the Greenway Variance Request, which is attached. In simple terms, this Variance will:

1. Place the residence 10' closer to my property than allowed by city code.
2. Encroach on the site triangle for the corner of Island Ct. and Canal Circle, causing a safety issue on an unmarked intersection.
3. Allow the structure to be built inside the city setbacks, infringing on the neighbors and depriving them of their rights.
4. Not meet the definition of a hardship. Two Planning Commission Members mentioned they did not see this as a hardship as the applicant *could* meet the setbacks by redesigning the structure or flip-flopping the house and garage. The current design is a preference, not a hardship.
5. Be in contradiction of Section 2 of the Covenants for The Island 1st Addition, which states, "All building construction must comply with this Declaration and with any and all ordinances or building codes required by the City of Mitchell".
6. Allow a structure to encroach into the setbacks on a lot that was not platted legally in the first place. Lot 47 is only 111' wide vs. the required 150' of the City Ordinance.

For the reasons mentioned above and further explained in the attached letter, I am asking for your vote to not approve this Variance Request.

Thank You for your consideration.

Jeff

September 20, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned UD Urban Development District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission recommended approval at their September 11, 2023 meeting with a 3 aye, 2 nay and 2 absent vote. At the September 16, 2023 Board of Adjustment hearing the item was unanimously postponed (tabled) by those present to the next Board of Adjustment hearing which will be held on Monday, October 2, 2023 at 6:00 P.M, this hearing will be held 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. Any previous comments received will still be taken under consideration as well as any new comments.

I/We Jeff & Michelle Bathke
OWNER

3001 Bill's Beach Drive
ADDRESS

____ APPROVE

X DISAPPROVE

COMMENTS: See Attached Letter.

Jeffrey & Michelle Bathke
3001 Bills Beach Drive
Mitchell, SD 57301

Mitchell Board of Adjustment
612 North Main Street
Mitchell, SD 57301

Dear Board of Adjustment,

As I stated at the September 18, 2023 Board of Adjustment hearing that was tabled, I disapprove of the variance request submitted by Jason Greenway for Lot 47, The Island 1st Addition, for the following reasons:

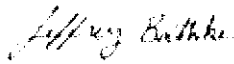
1. This proposal will place the house 10' closer to my property, if the Variance is granted.
2. Allowing this variance of ten feet will encroach on the site triangle for the corner of Island Ct. and Canal Circle, causing a safety issue on an unmarked intersection. Corner lots have larger required setbacks for safety reasons.
3. In 2017, I built a home on the Island and had to make several adjustments to be in compliance with the setbacks of the ordinance. It is not the angle I wanted but is the angle that complied with the setbacks. Allowing this variance would block a portion of the view I have of Lake Mitchell, and completely block the view of my next-door neighbor, who has also disapproved. A structure built *inside* the setbacks has every right to block a view. A structure should *not* be allowed to be built inside the city setbacks if it infringes on the neighbors.
4. When designing a house in a new Urban Development Residential District, the house should be designed to fit the land available with consideration of the existing setbacks. A Variance can *only* be approved if there is a hardship. Two Planning Commission Members mentioned they did not see this as a hardship as the applicant *could* meet the setbacks by redesigning the structure or flip-flopping the house and garage. The current design is a preference, not a hardship.
5. City Ordinance 10-3-3 (B) requires the variance to not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the ordinances would result in unnecessary hardship. This request is contrary to public interest. When purchasing a lot for new construction, there is no hardship. You purchase enough land to build the size of residence you desire.
6. City Ordinance 10-3-3 (B) 1. b. requires the applicant to provide conditions, if any, that exist on this building lot and do not exist on other building lots in the district, causing the need for the variance. There are no outlying conditions. All lots vary in shape and size and residents design their structure to meet the setbacks. If one desires a larger house, they purchase a larger lot.
7. City Ordinance 10-3-3 (B) 1. c. requires the applicant to provide why a strict interpretation of the zoning code would deprive the owner of rights commonly enjoyed by others in the same district. Builders are not deprived of anything when new construction on bare ground is being developed. However, if this request is approved, two neighbors would be deprived of their rights.

Furthermore, Section 2 of the Covenants for The Island 1st Addition state, "All building construction must comply with this Declaration and with any and all ordinances or building codes required by the

City of Mitchell". Therefore, this request is not in compliance with multiple sections of the City Ordinance as well as the Homeowner's Association.

In addition, Section 10-8C-5 of the City Ordinance requires the Minimum Lot Width in the Urban Development District to be 150'. A vast majority of this development has had lots approved being 80' to 100'. Two neighbors in the development had to purchase two lots in order to fit their house on the small lots. Only three lots meet the required 150'. In 2008, Lot 47 was platted with a front width of only 111'. Poor development standards, in clear violation of the ordinance, results in property owners needing to seek variances. In 2021 the developer attempted to rezone the remaining vacant lots to R1, which only requires 80' for front width. Again, attempting to cover up poor development planning. Thankfully, the Planning Commission unanimously recommended denying the rezoning and the Council denied the rezoning request even having a second reading. I would also ask in the future the Planning Commission and City Council ensure the master plans and plats meet the minimum standards according to the City Ordinance for the Urban Development District.

Thank you for your consideration,



Jeffrey Bathke

10-8C-5: DENSITY, AREA AND HEIGHT REGULATIONS:

Urban Development District UD	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard	Minimum Rear Yard	Minimum Side Yard	Minimum Side Yard Corner Lot	Maximum Zoning Lot Coverage	Maximum Height
Within a platted subdivision, residential	10,000 sq. ft.	150'	35'	35'	8'	20'	45%	2 1/2 stories or 35'

September 20, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jason Greenway has applied for a Variance Permit for a front yard setback of 25' vs 35' for the northwest corner of the garage due to radius corner intersection and to line up with neighbors' houses; located at 5740 Island Court, legally described as Lot 47, Island First Addition, a subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned UD Urban Development District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission recommended approval at their September 11, 2023 meeting with a 3 aye, 2 nay and 2 absent vote. At the September 16, 2023 Board of Adjustment hearing the item was unanimously postponed (tabled) by those present to the next Board of Adjustment hearing which will be held on Monday, October 2, 2023 at 6:00 P.M., this hearing will be held 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. Any previous comments received will still be taken under consideration as well as any new comments.

I/We Anne Enlailey
OWNER

3009 Bills Beach
ADDRESS

 APPROVE

X DISAPPROVE

COMMENTS:

① If plan is flipped it will fit the lot size
② Pushing past setback further obstructs my view through the roadway to lake
③ Pushing that corner of his garage out beyond the setback into the road right of way is dangerous
④ Allowing precedence to be set means many future lots will also be able to "overbuild" the lot size, decreasing green space, setting homes to a standard to one another which takes *Outside expectations*

depletes the value of the homes in the area
for those that previously met both
HOA & setback requirements. "overbuilding" lots
depletes the value of the entire neighborhood.

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:	October 2, 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 Dalton Warren & Mandy Stevens-Variance Permit		
Explanation/Background of Agenda Item Requested:	Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st 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; 0 aye, 4 nay and 3 absent. Motion failed. See Planning Commission Unsigned Minutes 09-25-2023.		



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: 0' vs 3' for a side yard setback and 9'-4" vs 20' for a side corner yard setback.

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

Description of Conditional Use: [Click or tap here to enter text.](#)

This Application is for the following described real property:

Legal Description: [Click or tap here to enter text.](#)

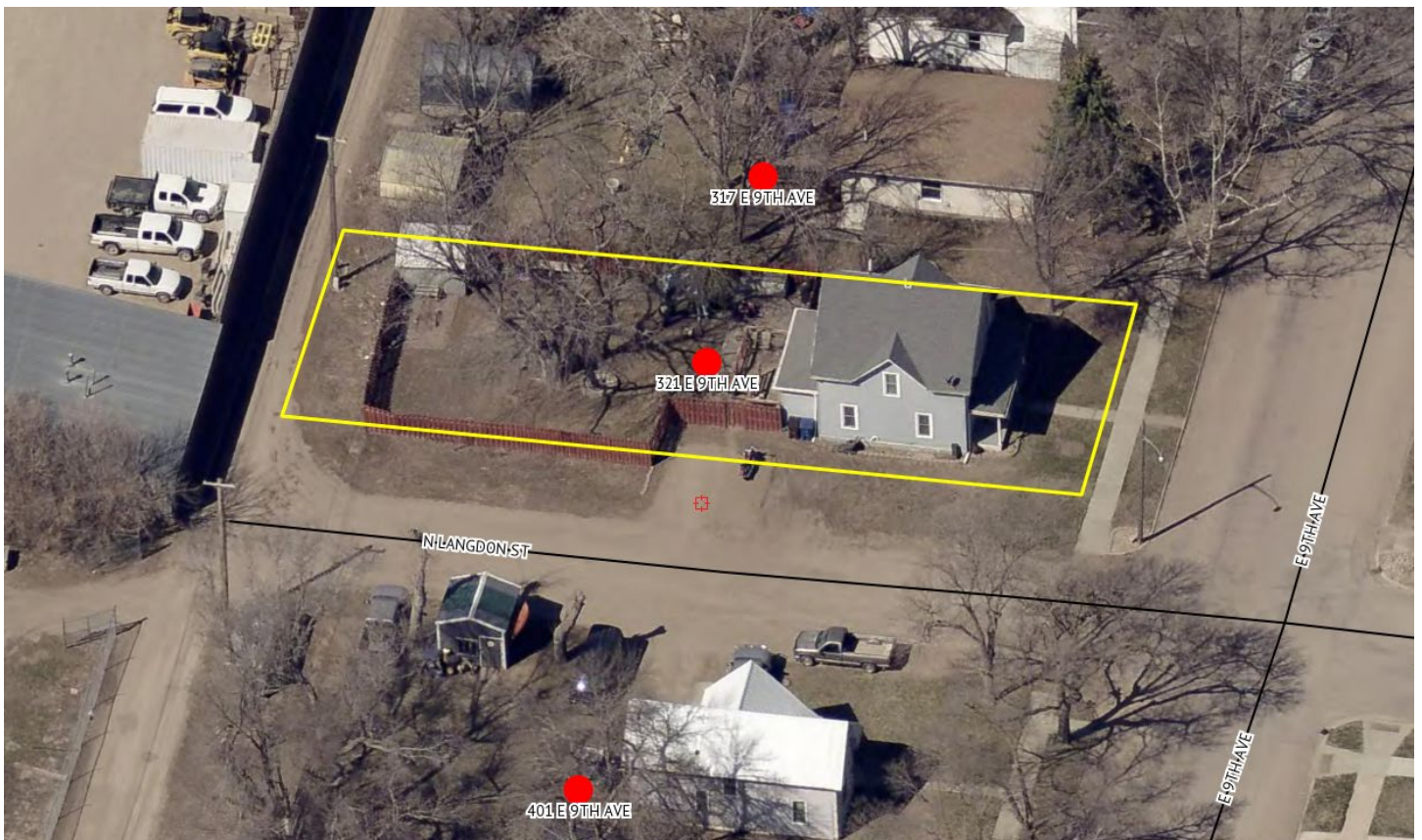
Property Address: 321 E 9th Ave

Dated this 25th of August, 2023

Dalton Warren & Mandy Stevens
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 Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st 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, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 7th day of September, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 13th day of September, 2023

Approximate Cost:

Dalton Warren
Mary Stevens
321 E 9th Ave
Mitchell, SD 57301

Ronald & Margaret Vanderheiden
310 E 9th Ave
Mitchell, SD 57301

Todd & Kristina Allen
322 E 9th Ave
Mitchell, SD 57301

Ed & Doris Klosed
400 E 9th Ave
Mitchell, SD 57301

Dennis & Shirley Schlimgen
1600 Peninsula Dr
Tavares, FL 32778

Rainy Weiss
410 E 9th Ave
Mitchell, SD 57301

Barbara Lyle-Schmidt
409 E 9th Ave
Mitchell, SD 57301

Joshua Pete
407 E 9th Ave
Mitchell, SD 57301

Boyd & Kay Reimnitz
817 N Sanborn BLVD
Mitchell, SD 57301

Elnora Patzlaff
317 E 9th Ave
Mitchell, SD 57301

Russell Overbay
PO Box 854
Mitchell, SD 57301

Puetz Realty LLC
PO Box 968
Mitchell, SD 57301

South Dakota Health &
Educational Facility Authority
330 S Poplar Ave
Pierre, SD 57501

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st 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, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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 Eddie Blake & Dawn Rose
OWNER

400 East 9th
ADDRESS

✓ APPROVE

 DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st 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, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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 & Margaret Vander Heiden
OWNER

310 E. 9th
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st 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, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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

Royd Beumintz
OWNER

401 E 9th + 421 E 9th

ADDRESS

 X APPROVE

 DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Dalton Warren & Mandy Stevens have applied for a Variance Permit for a side yard setback of 0' vs 3' and a side corner yard setback of 9'-4" vs 20' to construct a 38' deep by 30' garage; located at 321 E 9th Ave, legally described as Lot 1, Block 16, D A Scotts 1st 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, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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

RUSSELL W OVERBAY
OWNER

1715 N. GAIE ROAD - MITCHELL
309 & 315 E. 9th - rentals
ADDRESS

____ APPROVE

X DISAPPROVE

COMMENTS:

No Diagram of WHAT HE WANTS
To do -

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:	October 2, 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 Candice George-Variance Permit		
Explanation/Background of Agenda Item Requested:	Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District. Planning Commission motioned to recommend approval; 4 aye, 0 nay and 3 absent. Motion carried. See Planning Commission Unsigned Minutes 09-25-2023.		



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: Rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage.

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

Description of Conditional Use: [Click or tap here to enter text.](#)

This Application is for the following described real property:

Legal Description: Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 1203 N Sanborn Blvd

Dated this 28th of August, 2023

A handwritten signature in black ink, appearing to read "Candice George", is written over a light blue horizontal line.

APPLICANT

Candice George
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 Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 7th day of September, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 13th day of September, 2023

Approximate Cost:

Candice George
Lincoln Neugebauer
1203 N Sanborn BLVD
Mitchell, SD 57301

Paul & Marla Voelker
411 W 13th Ave
Mitchell, SD 57301

Gerald & Marialyce Lenocker
407 W 13th Ave
Mitchell, SD 57301

Christ & Hillary Christopher
3116 Maui Dr
Mitchell, SD 57301

Marlys Hoff
1215 N Sanborn BLVD
Mitchell, SD 57301

Dr Tiffany Thiesse
1224 N Sanborn BLVD
Mitchell, SD 57301

Josie Lemer
309 W 13th Ave
Mitchell, SD 57301

Jennifer & Ronald Hill
310 W 12th Ave
Mitchell, SD 57301

Linda Rehling
318 W 12th Ave
Mitchell, SD 57301

Kohl Oster
322 W 12th Ave
Mitchell, SD 57301

Lois Hilton
406 W 12th Ave
Mitchell, SD 57301

Dennis Kaus
408 W 12th Ave
Mitchell, SD 57301

Melvin Delzer
412 W 12th Ave
Mitchell, SD 57301

Jessica Meinke
Matthew Wilson
415 W 12th Ave
Mitchell, SD 57301

Kelsey Hanson
409 W 12th Ave
Mitchell, SD 57301

Sheila Bauer
405 W 12th Ave
Mitchell, SD 57301

Larry & Meribeth Fink
600 S Burns St
Mitchell, SD 57301

Jimmy & Antoinette Martin
321 W 12th Ave
Mitchell, SD 57301

Daniel Bechen
315 W 12th Ave
Mitchell, SD 57301

Tory & Deborah Kaufman
1125 Sunnyside Ct
Mitchell, SD 57301

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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

Lois Wilton

OWNER

406 W 12th Mitchell So Dak.

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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 Dennis KAUS
OWNER

408 W 12TH Ave
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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 Gerald and Masialyce Lenocker
OWNER

407 West 13th AVE.
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density 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 Linda (Rehling) Stratton
OWNER

318 West 12th Ave
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lincoln Neugebauer on behalf of Candice George has applied for a Variance Permit for a rear yard setback of 19' vs 25' and side corner yard setback of 8' vs 15' to build an attached garage; located at 1203 N Sanborn Blvd, legally described as Lot 12, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density 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 
OWNER

313 W. 12th Mitchell SD
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:	October 2, 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 Jeffery & Mary Lanning-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Jeffery & Mary Lanning have applied for a Conditional Use Permit to operate a Home Occupation-Yoga Studio; located at 76 S Harmon Dr, legally described as Lot 5, Block 4, Indianhead 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District. Planning Commission motioned to recommend approval; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 09-25-2023.		



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: Home Occupation-Yoga Studio

This Application is for the following described real property:

Legal Description: Lot 5, Block 4, Indianhead 2nd Addition, City of Mitchell, Davsion County, South Dakota

Property Address: 76 S Harmon Dr

Dated this 30th of August, 2023


APPLICANT

Mary & Jeff Lanning Joint Recobable Living Trust
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 Jeffery & Mary Lanning have applied for a Conditional Use Permit to operate a Home Occupation-Yoga Studio; located at 76 S Harmon Dr, legally described as Lot 5, Block 4, Indianhead 2nd 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, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 7th day of September, 2023.

Michelle Bathke

FINANCE OFFICER

Publish once: 13th day of September, 2023

Approximate Cost:

Jeffery & Mary Lanning
76 S Harmon Dr
Mitchell, SD 57301

Troy Helleloid
25 W Harmon Dr
Mitchell, SD 57301

Bradley & Kaci Huffman
68 S Harmon Dr
Mitchell, SD 57301

Christopher & Camille Culhane
PO Box 156
Midland, SD 57552

Martin Lundeen
Gina Jung
65 S Harmon Dr
Mitchell, SD 57301

James Johnston
67 S Harmon Dr
Mitchell, SD 57301

Bruce Scheurenbrand
Michael Scheurenbrand
2650 Jamacha Rd
APT 147 PMB 264
El Cajon, CA 92019

Austen Iverson
75 S Harmon Dr
Mitchell, SD 57301

Cary & Michelle Fredericksen
902 S Burr St
Mitchell, SD 57301

William & Elizabeth Schiefen
84 S Harmon Dr
Mitchell, SD 57301

Cuban Family Trust
PO Box 181254
Coronado, CA 92178

Troy Helleloid
C B Jones
25 W Harmon Dr
Mitchell, SD 57301

CJM Consulting Inc
3240 Maui Dr
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jeffery & Mary Lanning have applied for a Conditional Use Permit to operate a Home Occupation-Yoga Studio; located at 76 S Harmon Dr, legally described as Lot 5, Block 4, Indianhead 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, September 25, 2023, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 2, 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 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 William + Liz Schiefen
OWNER

84 S Harmon Dr
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:	October 2, 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 10-16-23		
Explanation/Background of Agenda Item Requested:	Zion Lutheran Church has applied for a Conditional Use Permit to operate Religious Institute (Church Fellowship Hall and Office Space); located at 601, 605 and 611 E 4<sup>th</sup> Ave (620 E 3<sup>rd</sup> Ave existing church address), legally described as Lots 5-7, Block 32, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.		



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

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

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

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

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

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

☒ **Variance** \$100 application due with the application.

- Description of Variance Requested: _____
1. Variance in side yard setback along Burr St. from 20 feet to 17.5 feet to account for point of building overhang.
2. Variance in front yard setback along alley from 25 feet to 16.5 feet to account for pedestrian drop-off roof and overhang.
3. Variance in parking requirement to zero required parking spots on site. Standard parking and ADA parking is located on existing adjacent church property and additional parking is planned on the next phase of construction to the ease of the subject property.

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

- Description of Conditional Use: CHURCH FELLOWSHIP HALL AND OFFICE SPACE.

This Application is for the following described real property:

- Legal Description: _____

LOT 5-7 IN THE BLOCK
32 OF COOLEY & GUERNSEY ADDITION TO THE CITY OF MITCHELL, DAVISON
COUNTY, SOUTH DAKOTA (21,358 SQFT +/-)(.049 ACRESE+-)

- Property Address: _____

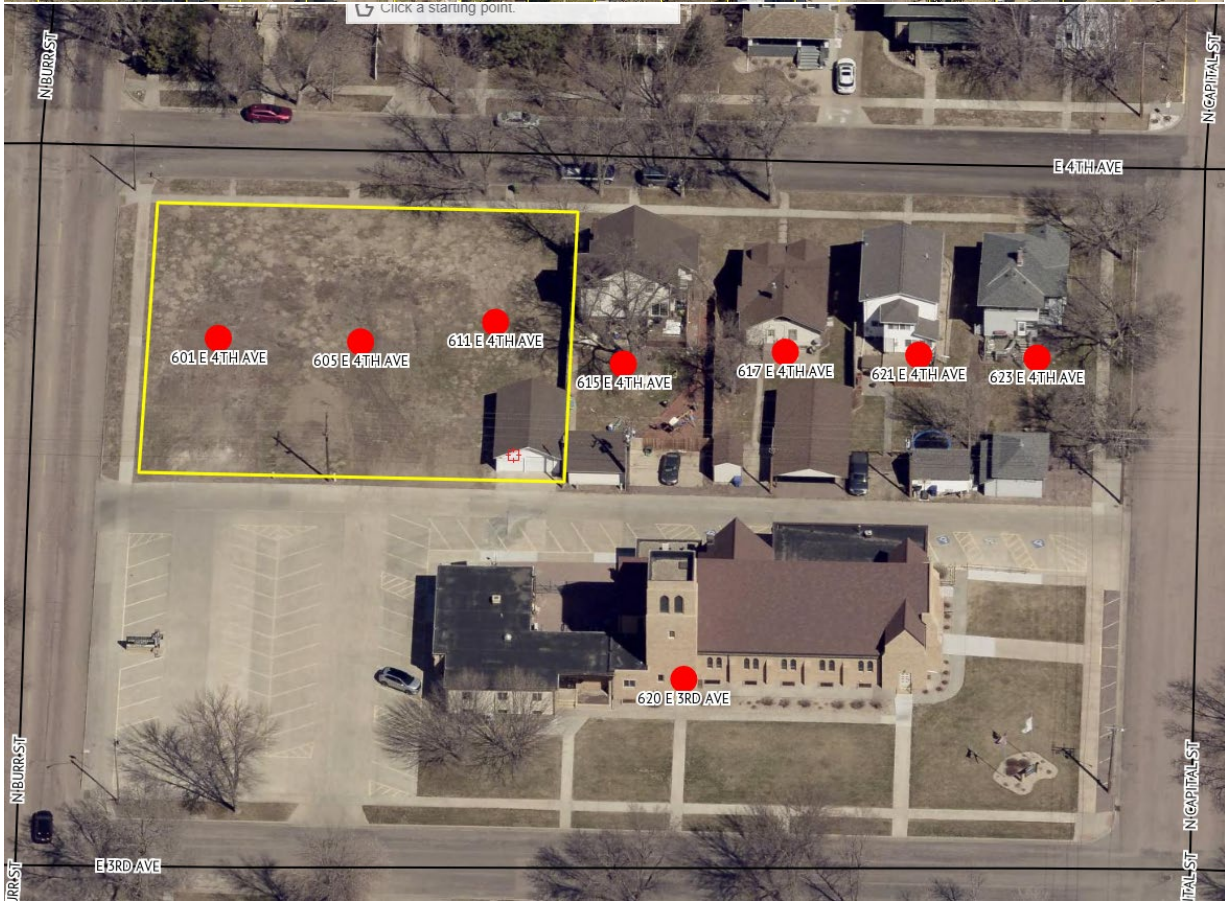
Dated this 10th day of September, 2023

Eric Schramm

Applicant

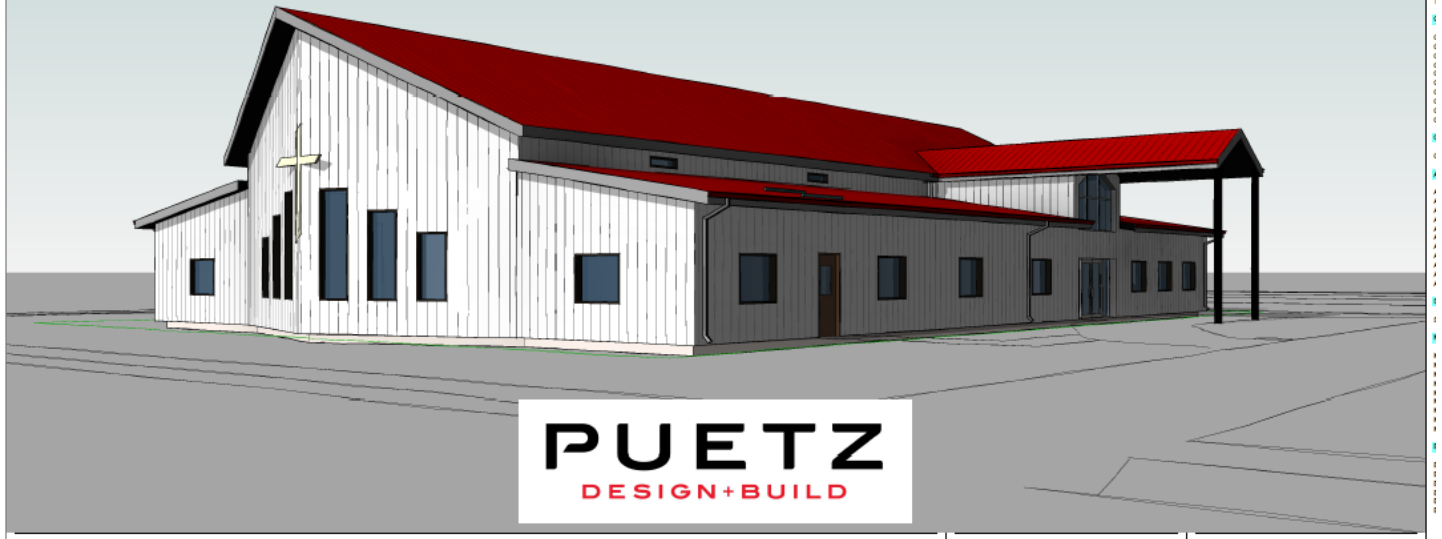
Zion Lutheran Church

Owner



ZION LUTHERAN FELLOWSHIP HALL

620 E 3RD AVE
MITCHELL, SD



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:



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: _____
1. Variance in side yard setback along Burr St. from 20 feet to 17.5 feet to account for point of building overhang.
2. Variance in front yard setback along alley from 25 feet to 16.5 feet to account for pedestrian drop-off roof and overhang.
3. Variance in parking requirement to zero required parking spots on site. Standard parking and ADA parking is located on existing adjacent church property and additional parking is planned on the next phase of construction to the ease of the subject property.

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

- Description of Conditional Use: CHURCH FELLOWSHIP HALL AND OFFICE SPACE.

This Application is for the following described real property:

- Legal Description: _____

LOT 5-7 IN THE BLOCK

32 OF COOLEY & GUERNSEY ADDITION TO THE CITY OF MITCHELL, DAVISON
COUNTY, SOUTH DAKOTA (21,358 SQFT +/-)(.049 ACRESE+-)

- Property Address: _____

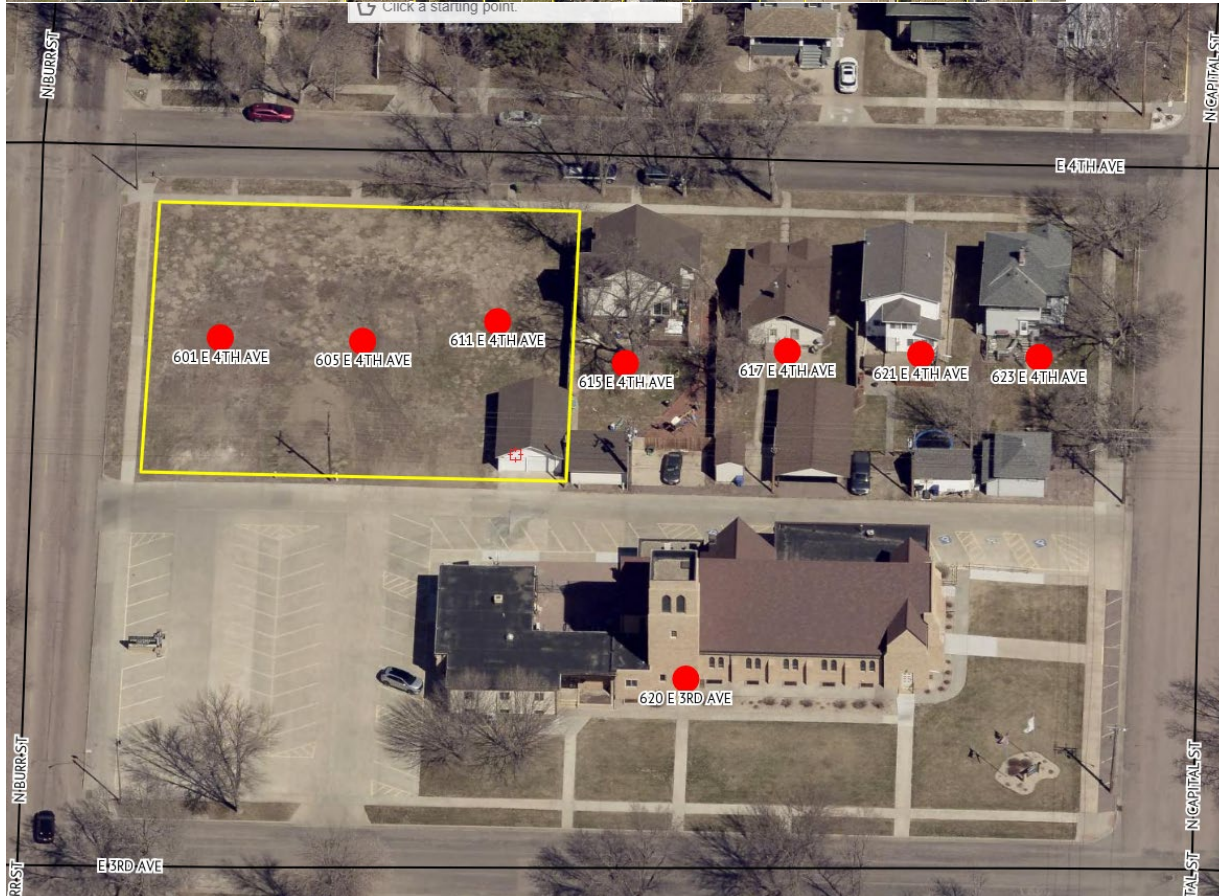
Dated this 10th day of September, 2023

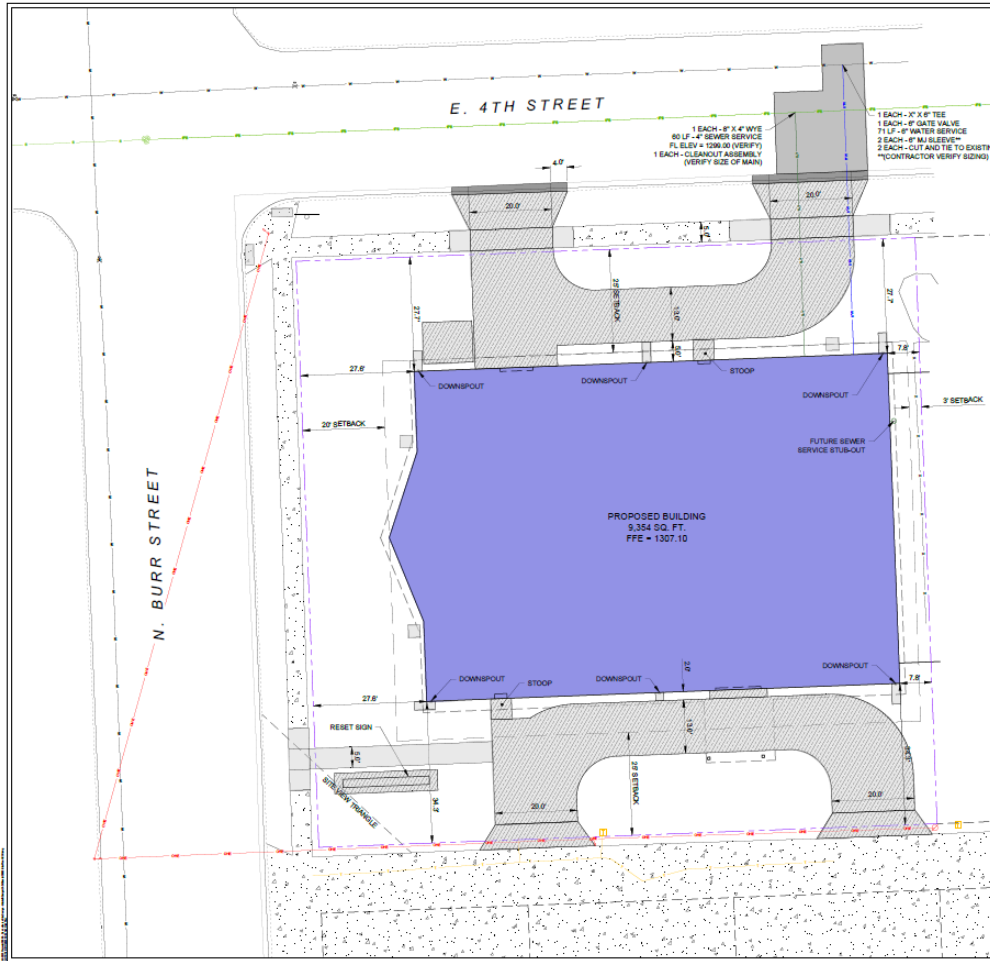
Eric Schramm

Applicant

Zion Lutheran Church

Owner





LEGAL DESCRIPTION:
 LOTS 5-7 IN BLOCK 32 OF COOLEY & GUERNEY ADDITION
 TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA
 (21,358 SQ. FT. ±) (5.45 ACRES ±)

MAILING ADDRESS:
 630 E. 3RD AVENUE
 MITCHELL, SD 57301

OWNER:
 ZION EV LUTHERAN CHURCH UAC OF MITCHELL

CIVIL ENGINEER:
 INFRASTRUCTURE DESIGN GROUP, INC.
 520 N LAWLER STREET, SUITE 400
 MITCHELL, SD 57301
 (605) 271-6527

ZONING:
 R2 - SINGLE FAMILY RESIDENTIAL

USE:
 FELLOWSHIP HALL

BUILDING HEIGHT:
 28'-3 3/8" - ONE STORY BUILDING

ZONING INFORMATION (R2):
 FRONT YARD SETBACK - 25'
 SIDE YARD CORNER LOT SETBACK - 20'
 SIDE YARD SETBACK - 3'
 REAR YARD SETBACK - 25'
 HEIGHT - 35' MAX
 MINIMUM LOT COVERAGE - 45%
 ACTUAL LOT COVERAGE - 9,335 SF / 21,358 SF = 43.7%

LOADING REQUIREMENTS:
 AUDITORIUM CONVENTION HALL MEETING HALL
 1 BERTH FOR EVERY 10,000 TO 50,000 SF OF GROSS FLOOR AREA
 9,335 SF = 0 LOADING BERTHS
 DISTANCE FROM RESIDENTIAL LOT - 50'
 SHALL NOT OCCUPY FRONT YARD
 MINIMUM DIMENSIONS - 10' WIDE X 25' LONG
 ACTUAL DIMENSIONS - 20' WIDE X 44' LONG

ADJACENT PROPERTIES:
 WEST: R2 - SINGLE FAMILY RESIDENTIAL
 NORTH: R2 - SINGLE FAMILY RESIDENTIAL
 EAST: R2 - SINGLE FAMILY RESIDENTIAL
 SOUTH: R2 - SINGLE FAMILY RESIDENTIAL

FLOODPLAIN INFORMATION:
 THIS PROPERTY LIES WITHIN AREAS DETERMINED TO BE OUTSIDE THE
 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA FLOOD INSURANCE
 RATE MAP NUMBER 4603C0159C.

LEGEND	
	PROPOSED BUILDING
	ASPHALT PAVEMENT
	4" CONCRETE PAVEMENT
	6" CONCRETE PAVEMENT
	CURB & GUTTER

PUETZ
 DESIGN+BUILD

99% REVIEW
 08/10/2023

ZION LUTHERAN FELLOWSHIP HALL
 620 E 3RD AVE
 MITCHELL, SD
SITE PLAN

Revision Schedule		
No.	Description	Date
1	Issue For Plan	08/15/2023

C4.0

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:	October 2, 2023	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	SD DOT Section 5311 and Title IIIB Grant Funds		
Agenda Item:	Action to Approve Agreement #A2023-41, SD DOT Section 5311 and Title IIIB Grant Funds		
Explanation/Background of Agenda Item Requested:	This agreement is to accept Palace Transit's annual Administrative and Operating grant funding through the South Dakota Department of Transportation. The transit funding fiscal year runs from October 1, 2023 through September 30, 2024. Palace Transit is a subgrantee under the SD DOT for Surface Transportation Funds provided through the Federal Transit Administration as well as Title IIIB funding. Funding Breakdown: Administrative = 80% Federal & 20% Local Operating = 50% Federal & 50% Local Title IIIB = No local match requirement State Funds = No local match requirement		

Infrastructure Investment and Jobs Act (IIJA) of 2021 Section 5311 (CFDA NO. 20.509)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE AND MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
SUB-RECIPIENT AGREEMENT
BETWEEN**

City of Mitchell, South Dakota
Palace Transit
300 West 1st Avenue
Mitchell, SD 57301

State of South Dakota
Department of Transportation
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the Sub-Recipient

Referred to in this Agreement as the State

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

Information for the Federal Award Identification, as described in 2 CFR 200.332(a) may be inserted below or may be included in an attached **Exhibit A** and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in **Exhibit A** may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's name: city of Mitchell, South Dakota
- b. Sub-Recipient's DUNS number: 040914277 and Unique Entity ID: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SD-2023-009
- d. Federal award date: 08/08/2023
- e. Sub-award period of performance: 10/01/2023-09/30/2024
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$653,312.47
- g. Total amount of federal funds obligated to the Sub-Recipient: \$653,312.47
- h. Total amount of the federal award committed to the Sub-Recipient: \$653,312.47
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Formula Grants for Rural Areas-5311
- j. Name of federal awarding agency: Federal Transit Administration
pass-through entity: South Dakota Department of Transportation
contact information for awarding official of the pass-through entity:
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre SD 57501

k. CFDA No. and name: 20.509; Formula Grants for Rural Areas-5311

l. Is the grant award for research and development (R&D)? Yes ☐ No ☒

m. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement will be effective on 10/01/2023, and will end once the parties have met all obligations under this Agreement, unless sooner terminated pursuant to the terms of this Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- ii. Under 49 U.S.C. Section 5311, as amended, the BIL continues the Formula Grants for Rural Areas Program, which provides capital, planning and operating assistance to states and federally recognized Indian tribes to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. It also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.
- iii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- iv. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the public transportation project as described in the Sub-Recipient's application, referred to in this Agreement as the "PROJECT," which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

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 Six Hundred Fifty-Three Thousand, Three Hundred Twelve Dollars and Forty-Seven Cents (\$653,312.47), 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 Eighty Thousand, Fifty-six Dollars and Eight Cents

(\$80,056.08), subject to availability of State funds as detailed in Budget No. 1, attached to and made a part of this Agreement as **Exhibit B**. 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.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award, and to facilitate the same. At the discretion of the State, monitoring may include, but is not limited to, the following: on-site visits, follow-up, document or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including, but not limited to, temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends \$750,000.00 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
427 South Chapelle Street
% 500 East Capitol Avenue
Pierre, SD 57501-5070

If Sub-Recipient prefers to send the engagement via electronic mail (email), the Sub-Recipient should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Sub-Recipient expends less than \$750,000.00 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 CFR 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

- a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 3.
- b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.
- g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the

overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.

- h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

2. SUB-RECIPIENT IDENTIFICATION:

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

Sub-Recipient will not use State equipment, supplies or facilities.

4. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

5. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and costs principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

6. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

7. FUNDING

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of

the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

8. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

9. CONTROLLING LAW:

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

10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

11. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

12. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

13. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

14. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection

procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

15. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

16. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. GRANT SPECIFIC PROVISIONS

1. PURCHASE OF PROJECT EQUIPMENT

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. CHARTER BUS AND SCHOOL BUS PROVISIONS

- a. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.
- b. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Equipment must remain open to the public at all times and be clearly marked for public use.
- c. The Sub-Recipient will include the following requirements in each subcontract exceeding \$100,000.00, financed in whole or in part with federal assistance provided by the FTA:
 - i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities

if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.

- ii. School Bus: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

3. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

- a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of noncompliance by the U.S. DOL.

- b. Standard Terms and Conditions.

- i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C., Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5311, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

- ii. (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.
- (b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.
- iii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.
- iv. For the purpose of providing the statutory required protections, including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) agreement¹ executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.
- v. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.
- vi. In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.

- vii. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.
 - viii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.
 - ix. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.
 - x. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53, and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.
 - xi. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.
 - xii. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver

and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

4. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Sub-Recipient will comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Sub-Recipient will carry out the transit operations work on this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees under this Agreement and to meet the employee protective requirements of 49 U.S.C. A-5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Sub-Recipient's PROJECT from which the federal assistance is provided to support work on this Agreement. The Sub-Recipient will carry out that work in compliance with the conditions stated in said U.S. DOL letter.
- b. The Sub-Recipient will include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

5. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in the Local Civil Rights Act of 1964, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area. To assist the Sub-Recipient, the State will reserve a portion of new Section 5311 funds if these funds become available for future retrofit projects.

6. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

The Sub-Recipient will comply with the requirements for commercial driver's license and drug and alcohol testing. Any party receiving reimbursements with Section 5311 funds is required to certify annually that it is in compliance with FTA regulations concerning drug and alcohol testing and must submit an annual report to the State. The Sub-Recipient has signed the Certification of Compliance with FTA Anti-drug and Misuse Prevention Program to this effect.

7. DRUG-FREE WORKPLACE

The Sub-Recipient will maintain a drug-free workplace for all employees and must have an antidrug policy and awareness program. The Sub-Recipient must comply with all requirements of 49 CFR Part 32.

8. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90:1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, *et seq.* The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

10. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

12. EMPLOYEE POLITICAL ACTIVITY

To the extent applicable, the Sub-Recipient agrees to comply with the provisions of the Hatch Act, 5 U.S.C. 1501-1508 and 7324-7326, and US Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees whose principal employment activities are finance in whole or in part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

13. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program and Safety Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the building facility maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of facilities and equipment, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for facilities and equipment.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle, and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

14. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

15. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

16. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

D. STANDARD PROVISIONS CONTINUED:

1. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

2. INDEMNIFICATION:

The Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents and employees, from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents and employees against any claim, including any claim, action, suit or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of south Dakota, its officers, agent

and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient or in the defense. This section does not require the Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

3. INSURANCE:

At all times during the term of this Agreement, Sub-Recipient shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

Before beginning work under this Agreement, Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State of South Dakota, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

4. CONFIDENTIALITY OF INFORMATION:

For the purpose of this paragraph, "State Proprietary Information" shall include all information, regardless of its format, disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in

this contract and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's Proprietary Information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; or (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that State's Proprietary Information may be confidential and protected under applicable state or federal law and agrees to immediately notify the State if the Information is disclosed, either intentionally or inadvertently. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-Recipient agrees that its officers, agents and employees may be required to undergo investigation will be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Sub-Recipient agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality paragraph and to immediately notify the State of such matter.

Sub-Recipient will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Sub-Recipient agrees to return to the State, at Sub-Recipient's cost, any Confidential Information or documentation maintained by Sub-Recipient regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Sub-Recipient and State.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

5. COMPLIANCE WITH EXECUTIVE ORDER 2023-13:

The Sub-Recipient acknowledges and certifies that the following information is correct:

The Sub-Recipient understands Article 3, Section 12 of the South Dakota Constitution, has had the opportunity to seek independent legal advice if desired, and the Contract is not made in contravention of the prohibition set forth in Article 3, Section 12.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the STATE to terminate the Contract.

The Sub-Recipient further agrees to provide immediate written notice to the State if during the term of the Contract the Sub-Recipient no longer complies with this certification and the Sub-Recipient agrees such noncompliance may be grounds for termination of the Contract.

6. AUTHORIZATION

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 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 C**.

SIGNATURES FOLLOW

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

City of Mitchell, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: Kellie Beck

Its: Mayor

Its: Director of Finance & Management

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)

Budget No. 1

Agency:	City of Mitchell				
d/b/a	Palace Transit				
CONTRACT F FY 2024 - October 1, 2023 - September 30, 2024					
BUDGET NO.	1				
APPROVED BY:	Terri Geigle				
DATE:					
ADMINISTRATIVE BUDGET					
	Project Director's Salary	\$ 55,462.00			
	Fringe Benefits	\$ 26,384.00			
	Supervisor Salary	\$ 72,472.00			
	Fringe Benefits	\$ 47,003.00			
	Admin Assistant Salary	\$ 43,248.00			
	Fringe Benefits	\$ 22,281.00			
	Travel	\$ 1,000.00			
	Office Utilities	\$ 1,553.00			
	Office Supplies/Telephone	\$ 10,720.00			
	Vehicle Insurance	\$ 14,500.00			
	Bus Facility Insurance	\$ 4,500.00			
	Management Contract	\$ 38,500.00			
	Uniforms	\$ 1,000.00			
	Marketing/Ads/Promotion	\$ 4,030.00			
	Miscellaneous Other (Specify)	\$ 1,010.00			
OPERATING BUDGET					
	Driver Wages		\$ 668,685.00		
	Fringe Benefits		\$ 235,325.00		
	Dispatcher Wages		\$ 68,344.00		
	Fringe Benefits		\$ 27,253.00		
	Mechanic Wages		\$ 58,474.00		
	Fringe Benefits		\$ 45,831.00		
	Facility Utilities		\$ 12,500.00		
	Facility Supplies		\$ 475.00		
	Facility Maintenance		\$ 2,500.00		
	Normal Maintenance		\$ 11,500.00		
	Tires		\$ 10,000.00		
	Fuel		\$ 85,000.00		
	Driver Physicals		\$ 600.00		
	Training		\$ 300.00		
	Other(Uniforms)				
CAPITAL BUDGET					
	Vehicle PM Budget			\$27,600.00	
	Facility PM Budget				\$4,500.00
TOTAL APPROVED BUDGET		\$ 343,663.00	\$ 1,226,787.00	\$27,600.00	\$4,500.00
REVENUE					
	Bus Donations\Fares	\$ 24,750.00	\$ 140,250.00		
	Bus Advertising	\$ -	\$ 37,000.00		
	Medicaid	\$ -	\$ 36,500.00		
	Bus Contracts (Specify)	\$ -	\$ 88,000.00		
	Other Local Funds (Specify)	\$ -			
	Budget Line Adjustment	\$ 42,821.03	\$ 142,475.70	\$11,267.19	-\$3,666.40
TOTAL REVENUE		\$ 67,571.03	\$ 444,225.70	\$11,267.19	-\$3,666.40
NET PROJECT COST		\$ 276,091.97	\$ 782,561.30	\$16,332.81	\$8,166.40
5311 FUNDS					
		\$ 228,659.37	\$ 405,053.73	\$ 13,066.25	\$ 6,533.12
TOTAL LOCAL MATCH		\$ 47,432.60	\$ 377,507.57	\$ 3,266.56	\$ 1,633.28
	Title III-B Funds	\$ -	\$ -		
	Local Funds	\$ 47,432.60	\$ 377,507.57	\$ 3,266.56	\$ 1,633.28
	Other Funds	\$ -	\$ -		
PROJECT FUNDING					
	Section 5311	\$ 653,312.47	CFDA 20.509		
	Title III-B	\$ 19,697.00	CFDA 93.044		
	State Funds	\$ 80,056.08	STATE FUNDS		
TOTAL STATE & FEDERAL FUNDING		\$ 753,065.55			

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:	October 2, 2023	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	\$63,467		
Agenda Item:	Action to Approve Agreement #A2023-42, SD DOT Section 5310 Grant Rolling Stock		
Explanation/Background of Agenda Item Requested:	This agreement is to accept Palace Transit's 5310 grant funding through the South Dakota Department of Transportation for two transit buses. This will replace two smaller aging buses that have high maintenance costs and do not meet our increasing ridership demands. The funds are to be expended by 9/30/25. Funding Breakdown: Federal Share 85% Local Share 15%		

Section 5310 (CFDA NO. 20.513)

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT

SUB-RECIPIENT AGREEMENT
BETWEEN

City of Mitchell, South Dakota
d/b/a Palace Transit

State of South Dakota
Department of Transportation
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the Sub-Recipient

Referred to in this Agreement as the State

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's name: city of Mitchell, South Dakota
- b. Sub-Recipient's DUNS number: 040914277 and unique entity identifier: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SD-2023-010
- d. Federal award date: 08/24/2023
- e. Sub-award period of performance: 10/01/2022-09/30/2025
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$280,000
- g. Total amount of federal funds obligated to the Sub-Recipient: \$280,000
- h. Total amount of the federal award committed to the Sub-Recipient: \$280,000
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: 5310 Enhanced Mobility of Seniors and People with Disabilities
- j. Name of federal awarding agency: Federal Transit Administration
pass-through entity: South Dakota Department of Transportation
contact information for awarding official of the pass-through entity:
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre SD 57501
- k. CFDA No. and name: 20.513; 5310 Enhanced Mobility of Seniors and People with Disabilities
- l. Is the grant award for research and development (R&D)? Yes ☐ No ☒
- m. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement will be effective on 10/01/2022, and will end once the parties have met all obligations under this Agreement, unless sooner terminated pursuant to the terms of this Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- ii. Under 49 U.S.C. Section 5311, as amended, the BIL continues the Formula Grants for Rural Areas Program, which provides capital, planning and operating assistance to states and federally recognized Indian tribes to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. It also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.
- iii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- iv. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient to the elderly and persons with disabilities, and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the services as described in the Sub-Recipient's application, referred to in this Agreement as the "PROJECT," which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

The cost of the PROJECT will be in the amount indicated in the Sub-Recipient's application or the latest approved PROJECT budget, attached to this Agreement as **Exhibit F**, and will be born in the manner described in this Agreement. The Sub-Recipient will provide, from sources other than FTA federal funds, funding in the amount sufficient, together with Federal FTA PROJECT grant funds, referred to in this Agreement as the "GRANT," to assure payment of the actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to enable the Sub-Recipient to provide the Sub-Recipient's share of the PROJECT costs, at or prior to, the time that such funds are needed to meet the PROJECT costs. The Sub-Recipient further agrees that no refund, or reduction of the amount so provided, will be made at the same time, unless there is, at the same time, a refund to the State of a proportional amount of the GRANT.

- a. The State and the Sub-Recipient have agreed to the purchase of the following equipment:

Rolling Stock

- b. The State will provide eighty-five percent (85%) of the total equipment and purchase costs approved by the State.
- c. The Sub-Recipient will provide, directly to the vendor, fifteen percent (15%) of the total equipment and purchase costs approved by the State.
- d. The State will pay eighty-five percent (85%) of the total costs of the equipment listed in Paragraph A. 4. a. directly to either the Sub-Recipient or the vendor, upon equipment delivery. Any purchase made by the Sub-Recipient under this Agreement in an amount over Five Thousand Dollars (\$5,000.00) requires verification of receipt of equipment by physical inspection before payment is processed. The Sub-Recipient must comply with State and FTA procurement policies and procedures.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award, and to facilitate the same. At the discretion of the State, monitoring may include, but is not limited to, the following: on-site visits, follow-up, document or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including, but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form

the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends \$750,000.00 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
427 South Chapelle Street
% 500 East Capitol Avenue
Pierre, SD 57501-5070

If Sub-Recipient prefers to send the engagement via electronic mail (email), the Sub-Recipient should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Sub-Recipient expends less than \$750,000.00 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 CFR 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

- a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 3.
- b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.

- e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.
- g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

The Sub-Recipient will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Sub-Recipient in any manner with any third party with respect to the Sub-Recipient's rights and responsibilities under this Agreement, without the State's prior written consent.

2. RECORDS AND REPORTS

The Sub-Recipient will advise the State regarding the progress of the PROJECT at such times and in such manner as the State and FTA may require, including, but not limited to, meetings and interim reports.

The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred in connection with the PROJECT. The Sub-Recipient will produce for examination, books of accounts, bills, invoices, and other vouchers, or certified copies, if the originals be lost, at such reasonable time and place as the State may designate. The Sub-Recipient will permit extracts and copies to be made during the PROJECT period and will retain records for three (3) years after the date of final payment of federal funds to the Sub-Recipient and all other pending matters are closed.

3. TERMINATION

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:
 - i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
 - ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
 - iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
 - iv. The Sub-Recipient is in default under any provision of this Agreement.

- v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
 - vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.
- c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

5. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Agreement, or to any benefit arising from this Agreement.

6. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

7. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

8. CIVIL RIGHTS

The Sub-Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the U.S. Department of Transportation issued pursuant to the Act. The Sub-Recipient has signed Local Civil Rights Assurances to this effect which is attached as **Exhibit A** and made a part of this Agreement.

The Sub-Recipient will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments. The Sub-Recipient has signed Americans With Disabilities Assurance to this effect which is attached as **Exhibit B** and made a part of this Agreement.

The State, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award.

9. DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this Agreement, the Sub-Recipient will cooperate with the State in meeting the State's commitments and goals with regard to the maximum utilization of Disadvantaged

Business Enterprises (DBE) and will use the Sub-Recipient's best efforts to insure that Disadvantaged Business Enterprises have maximum practicable opportunities to compete for subcontract work under this Agreement. The Sub-Recipient will carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (USDOT) assisted contracts. Failure by the Sub-Recipient to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as the State deems appropriate. The State's DBE program, as required by 49 CFR Part 26 and as approved by the USDOT, is incorporated in this Agreement by reference.

10. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

11. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

12. INSURANCE

The Sub-Recipient will maintain adequate general liability, workers' compensation, and automobile liability insurance during the period of this Agreement.

13. INDEMNIFICATION

The Sub-Recipient will indemnify the State, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the Sub-Recipient performing services under this Agreement. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents, or employees.

14. INTEGRITY

The Sub-Recipient agrees that any persons or entities, that by defined events or behavior potentially threaten the integrity of federally administered non-procurement programs, are excluded from participation in FTA-assisted programs.

15. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **Exhibit C** and made a part of this Agreement.

16. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

18. SEVERABILITY

In the event that any portion of this Agreement will be held unenforceable or invalid by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement, which will remain in full force and effect.

19. TITLE VI ASSURANCE

The Sub-Recipient will be bound by **Exhibit D**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E."

20. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of \$100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit E**. Each tier certifies to the tier above that it will not and has not used federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

21. FEDERAL CHANGES

The Sub-Recipient will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Sub-Recipient's failure to comply will constitute a material breach of this Agreement.

22. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell, South Dakota
Attn: Transit Director
300 W 1st Ave
Mitchell, SD 57301

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

23. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

24. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

25. CONFLICT OF INTEREST

The Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

26. TERMS

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State will be a violation of the terms of this Agreement, and the Agreement will be subject to termination.

C. GRANT SPECIFIC PROVISIONS

1. PURCHASE OF PROJECT EQUIPMENT

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. TITLE TO PROJECT EQUIPMENT

Title to the PROJECT equipment will be in the name of the Sub-Recipient, subject to the restrictions on use and disposition of the PROJECT equipment set forth in this Agreement.

3. USE OF PROJECT EQUIPMENT

The Sub-Recipient must use the PROJECT equipment and facilities for the provision of transportation service as described in the PROJECT application. If the PROJECT equipment is not used in this manner, or is withdrawn from transportation service, the Sub-Recipient will immediately notify the State. If the equipment can still be used for transportation service, and the State gives written approval for transfer of equipment, the Sub-Recipient may transfer ownership of the equipment to another private nonprofit organization with the Sub-Recipient to receive a payment of twenty percent (20%) of the estimated equipment value from the receiving organization. The State will establish the estimated equipment value and the State may permit the Sub-Recipient to dispose of the PROJECT equipment in accordance with the South Dakota State Management Plan.

The Sub-Recipient will keep satisfactory records with regard to the use of the property and will submit to the State, upon request, such information as is required in order to assure compliance with this Agreement. The Sub-Recipient will immediately notify the State in all cases where the PROJECT equipment is used in a manner substantially different from that described in the PROJECT application. The Sub-Recipient will maintain, in an amount and form satisfactory to the State, such insurance or self-insurance as will be adequate to protect the PROJECT equipment and facilities throughout the period of required use.

The Sub-Recipient will submit to the State, at the time of submittal of the Sub-Recipient's annual application for Section 5310 funds, a certification that the PROJECT equipment is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the cost of the PROJECT has been refunded or reduced. During this period, the Sub-Recipient will maintain the PROJECT equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will have the right to conduct periodic inspections for the purpose of confirming proper maintenance of the PROJECT equipment and facilities.

4. MOTOR VEHICLE SAFETY AND POLLUTION

The Sub-Recipient will ensure the motor vehicles will comply with the Motor Vehicle Safety Standards as established by the USDOT.

5. CHARTER BUS AND SCHOOL BUS PROVISIONS

- a. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.
- b. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Equipment must remain open to the public at all times and be clearly marked for public use.
- c. The Sub-Recipient will include the following requirements in each subcontract exceeding \$100,000.00, financed in whole or in part with federal assistance provided by the FTA:
 - i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.
 - ii. School Bus: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

6. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

- a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5310 funding in the absence of a finding of noncompliance by the U.S. DOL.

- b. Standard Terms and Conditions.

- i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The

Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C., Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5310, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

- ii. (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.
- (b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.
- iii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (.v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.
- v. For the purpose of providing the statutory required protections, including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) agreement¹ executed July 23, 1975, identified below, provided that

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.

- vi. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.

- vii. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.
- viii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.
- ix. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.
- x. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53, and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.
- xi. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the

dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.

- xii. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

7. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in **Exhibit A**, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area. To assist the Sub-Recipient, the State will reserve a portion of new Section 5310 funds if these funds become available for future retrofit projects.

8. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90.1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, *et seq.* The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

10. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and USDOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

12. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program and Safety Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the building facility maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of facilities and equipment, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for facilities and equipment.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle, and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

13. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

14. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

15. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

18. SIGNATURE AUTHORITY

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 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 G**.

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

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
Finance & Management

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)

LOCAL CIVIL RIGHTS ASSURANCES

The city of Mitchell, South Dakota, certifies as a condition to receiving federal assistance under Section 5310 of the Intermodal Surface Transportation Efficiency Act of 1991, as amended, that:

1. No person will on the grounds of race, color, creed, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Administration.
2. The city of Mitchell, South Dakota, will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, disability, or national origin.
3. The city of Mitchell, South Dakota, will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the State in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, "Nondiscrimination on the Basis of Handicap in Federally Assisted Programs and Activities receiving or Benefiting from Federal Financial Assistance."
4. Special efforts are being made to provide transportation that handicapped persons, including wheelchair users and semi-ambulatory persons, can use. This transportation will be reasonable in comparison to the transportation provided to the general public and will meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special Efforts Certification" may be filed with the State on a one-time basis and referenced in each application).
5. A Standard South Dakota Department of Transportation Title VI/Nondiscrimination Assurance, signed and dated, has been filed with the State.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

City of Mitchell, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE BASIS OF DISABILITY
IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

**Implementing the Rehabilitation Act of 1973, as amended, and
the Americans With Disabilities Act of 1990**

City of Mitchell, South Dakota, ("the Sub-Recipient")

AGREES THAT, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research or to participate in or obtain any benefit from any program administered by the FTA, no otherwise qualified person with a disability will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Sub-Recipient GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990 (any subsequent amendments thereto) set forth at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by any other federal departments or agencies.

City Mitchell, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The city of Mitchell, South Dakota, as an applicant for an FTA grant, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

The city of Mitchell, South Dakota, certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA or South Dakota Department of Transportation.

The city of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the city of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* [78 stat. 252]) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471 § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).
- v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

City of Mitchell, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Budget No. 1

Application for Capital Grants Assistance under Section 5310
of the Fixing America's Surface Transportation Act (FAST Act)

The PROJECT consists of procurement of:

Rolling Stock

<u>Equipment Type</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>Total</u>
2- 24+2- Rolling Stock	\$280,000	\$42,000	\$322,000

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:	October 2, 2023	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	\$31,467		
Agenda Item:	Action to Approve Agreement #A2023-43, SD DOT Section 5339 Grant Funds Reawarded		
Explanation/Background of Agenda Item Requested:	This agreement is to reissue the FY 21 SD DOT Section 5339 Agreement #812045 & #811946 funds that have not been used for new buses. The previous agreement was for an award period of 10/01/21 - 9/30/23. Due to the availability of stock from the manufacturer we were unable to receive these vehicles that have been budgeted for the past 2 years. This agreement is a time extension of the previous agreement with a new expiration date of 9/30/2024. The cost of these vehicles has also increased since these grants were awarded. This now only allows us to purchase one bus instead of the two previously awarded. We will not be replacing a bus but adding to our fleet due to the aging fleet needing to be out for repairs and maintenance as well as increased ridership. Funding Breakdown: Federal 80% Local Match 20%		

Section 5339 (CFDA NO. 20.526)

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT

SUB-RECIPIENT AGREEMENT
BETWEEN

City of Mitchell, South Dakota
Palace Transit
300 West 1st Avenue
Mitchell, SD 57301

State of South Dakota
Department of Transportation
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the Sub-Recipient

Referred to in this Agreement as the State

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's name: city of Mitchell, South Dakota
- b. Sub-Recipient's DUNS number: 040914277 and unique entity identifier: 12054862-03
- c. Federal Award Identification Number (FAIN): SD-2022-003
- d. Federal award date: 01/05/2022
- e. Sub-award period of performance: 10/01/2021 - 09/30/2024
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$167,592
- g. Total amount of federal funds obligated to the Sub-Recipient: \$167,592
- h. Total amount of the federal award committed to the Sub-Recipient: \$167,592
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Bus & Bus Facilities Formula Program
- j. Name of federal awarding agency: Federal Transit Administration
pass-through entity: South Dakota Department of Transportation
contact information for awarding official of the pass-through entity:
SDDOT-Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre SD 57501
- k. CFDA No. and name: 20.526; Bus & Bus Facilities Program
- l. Is the grant award for research and development (R&D)? Yes ☐ No ☒
- m. Indirect Cost Rate for federal award: n/a

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement will be effective on 10/01/2021, and will end on 09/30/2024, unless sooner terminated pursuant to the terms of this Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. Under 49 U.S.C. Section 5339, the Section 5339 Program of the Fixing America's Surface Transportation Act (FAST Act) Section 3017 offers federal assistance for public agencies and private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income.
- ii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, referred to in this Agreement as "FTA," has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- iii. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient to the elderly and persons with disabilities, and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the non-profit organization transportation project as described in the Sub-Recipient's application, referred to in this Agreement as the "PROJECT," which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

The cost of the PROJECT will be in the amount indicated in the Sub-Recipient's application or the latest approved PROJECT budget, attached to this Agreement as **Exhibit G**, and will be born in the manner described in this Agreement. The Sub-Recipient will provide, from sources other than FTA federal funds, funding in the amount sufficient, together with Federal FTA PROJECT grant funds, referred to in this Agreement as the "GRANT," to assure payment of the actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to enable the Sub-Recipient to provide the Sub-Recipient's share of the PROJECT costs, at or prior to, the time that such funds are needed to meet the PROJECT costs. The Sub-Recipient further agrees that no refund, or reduction of the amount so provided, will be made at the same time, unless there is, at the same time, a refund to the State of a proportional amount of the GRANT.

a. The State and the Sub-Recipient have agreed to the purchase of the following equipment:

Vehicles

b. The State will provide eighty percent (80%) of the total equipment and purchase costs approved by the State.

- c. The Sub-Recipient will provide, directly to the vendor, twenty percent (20%) of the total equipment and purchase costs approved by the State.
- d. The State will pay eighty percent (80%) of the total costs of the equipment listed in Paragraph A. 4.
 - a. directly to either the Sub-Recipient or the vendor, upon equipment delivery. Any purchase made by the Sub-Recipient under this Agreement in an amount over Five Thousand Dollars (\$5,000.00) requires verification of receipt of equipment by physical inspection before payment is processed. The Sub-Recipient must comply with State and FTA procurement policies and procedures.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award, and to facilitate the same. At the discretion of the State, monitoring may include, but is not limited to, the following: on-site visits, follow-up, document or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including, but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends \$750,000.00 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
427 South Chapelle Street
% 500 East Capitol Avenue
Pierre, SD 57501-5070

If Sub-Recipient prefers to send the engagement via electronic mail (email), the Sub-Recipient should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Sub-Recipient expends less than \$750,000.00 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 CFR 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

- a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

The Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 3.
- b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.

- g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

The Sub-Recipient will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Sub-Recipient in any manner with any third party with respect to the Sub-Recipient's rights and responsibilities under this Agreement, without the State's prior written consent.

2. RECORDS AND REPORTS

The Sub-Recipient will advise the State regarding the progress of the PROJECT at such times and in such manner as the State and FTA may require, including, but not limited to, meetings and interim reports.

The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred in connection with the PROJECT. The Sub-Recipient will produce for examination, books of accounts, bills, invoices, and other vouchers, or certified copies, if the originals be lost, at such reasonable time and place as the State may designate. The Sub-Recipient will permit extracts and copies to be made during the PROJECT period and will retain records for three (3) years after the date of final payment of federal funds to the Sub-Recipient and all other pending matters are closed.

3. TERMINATION

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:
 - i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
 - ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
 - iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
 - iv. The Sub-Recipient is in default under any provision of this Agreement.
 - v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.

- vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.
- c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

5. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Agreement, or to any benefit arising from this Agreement.

6. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

7. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

8. CIVIL RIGHTS

The Sub-Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the U.S. Department of Transportation issued pursuant to the Act. The Sub-Recipient has signed Local Civil Rights Assurances to this effect which is attached as **Exhibit A** and made a part of this Agreement.

The Sub-Recipient will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments. The Sub-Recipient has signed Americans With Disabilities Assurance to this effect which is attached as **Exhibit B** and made a part of this Agreement.

The State, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award.

9. DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this Agreement, the Sub-Recipient will cooperate with the State in meeting the State's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE) and will use the Sub-Recipient's best efforts to insure that Disadvantaged Business Enterprises have maximum practicable opportunities to compete for subcontract work under this Agreement. The Sub-Recipient will carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (USDOT) assisted contracts. Failure by the Sub-Recipient to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as the State deems appropriate. The State's DBE program, as required by 49 CFR Part 26 and as approved by the USDOT, is incorporated in this Agreement by reference.

10. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

11. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

12. INSURANCE

The Sub-Recipient will maintain adequate general liability, workers' compensation, and automobile liability insurance during the period of this Agreement.

13. INDEMNIFICATION

The Sub-Recipient will indemnify the State, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the Sub-Recipient performing services under this Agreement. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents, or employees.

14. INTEGRITY

The Sub-Recipient agrees that any persons or entities, that by defined events or behavior potentially threaten the integrity of federally administered non-procurement programs, are excluded from participation in FTA-assisted programs.

15. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **Exhibit D** and made a part of this Agreement.

16. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

18. SEVERABILITY

In the event that any portion of this Agreement will be held unenforceable or invalid by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement, which will remain in full force and effect.

19. TITLE VI ASSURANCE

The Sub-Recipient will be bound by **Exhibit E**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E."

20. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of \$100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit F**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

21. FEDERAL CHANGES

The Sub-Recipient will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Sub-Recipient's failure to comply will constitute a material breach of this Agreement.

22. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell, South Dakota
Attn: Transit Director
300 West 1st Avenue
Mitchell, SD 57301

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

23. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

24. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

25. CONFLICT OF INTEREST

The Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

26. TERMS

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State will be a violation of the terms of this Agreement, and the Agreement will be subject to termination.

27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

C. GRANT SPECIFIC PROVISIONS

1. PURCHASE OF PROJECT EQUIPMENT

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. TITLE TO PROJECT EQUIPMENT

Title to the PROJECT equipment will be in the name of the Sub-Recipient, subject to the restrictions on use and disposition of the PROJECT equipment set forth in this Agreement.

3. USE OF PROJECT EQUIPMENT

The Sub-Recipient must use the PROJECT equipment and facilities for the provision of transportation service as described in the PROJECT application. If the PROJECT equipment is not used in this manner, or is withdrawn from transportation service, the Sub-Recipient will immediately notify the State. If the equipment can still be used for transportation service, and the State gives written approval for transfer of equipment, the Sub-Recipient may transfer ownership of the equipment to another private nonprofit organization with the Sub-Recipient to receive a payment of twenty percent (20%) of the estimated equipment value from the receiving organization. The State will establish the estimated equipment value and the State may permit the Sub-Recipient to dispose of the PROJECT equipment in accordance with the South Dakota State Management Plan.

The Sub-Recipient will keep satisfactory records with regard to the use of the property and will submit to the State, upon request, such information as is required in order to assure compliance with this Agreement. The Sub-Recipient will immediately notify the State in all cases where the PROJECT equipment is used in a manner substantially different from that described in the PROJECT application. The Sub-Recipient will maintain, in an amount and form satisfactory to the State, such insurance or self-insurance as will be adequate to protect the PROJECT equipment and facilities throughout the period of required use.

The Sub-Recipient will submit to the State, at the time of submittal of the Sub-Recipient's annual application for Section 5339 funds, a certification that the PROJECT equipment is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the cost of the PROJECT has been refunded or reduced. During this period, the Sub-Recipient will maintain the PROJECT equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will have the right to conduct periodic inspections for the purpose of confirming proper maintenance of the PROJECT equipment and facilities.

4. MOTOR VEHICLE SAFETY AND POLLUTION

The Sub-Recipient will ensure the motor vehicles will comply with the Motor Vehicle Safety Standards as established by the USDOT.

5. CHARTER BUS AND SCHOOL BUS PROVISIONS

- a. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.
- b. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Equipment must remain open to the public at all times and be clearly marked for public use.
- c. The Sub-Recipient will include the following requirements in each subcontract exceeding \$100,000.00, financed in whole or in part with federal assistance provided by the FTA:
 - i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.
 - ii. School Bus: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

6. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

- a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5339 funding in the absence of a finding of noncompliance by the U.S. DOL.

- b. Standard Terms and Conditions.

- i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C., Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5339, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

- ii.
 - (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.
 - (b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and

classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.

- iii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.
- iv. For the purpose of providing the statutory required protections, including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) agreement¹ executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.
- v. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.
- vi. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.
- vii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.

- viii. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.
 - ix. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53, and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.
 - x. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.
 - xi. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
 - c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.
7. **TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS.** The Sub-Recipient will comply with applicable transit employee protective requirements as follows:
- a. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Sub-Recipient will carry out the transit operation's work on this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees under this Agreement and to meet the employee protective requirements of 49 U.S.C. A-5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments. These terms and conditions are identified in the letter

of certification from the U.S. DOL to FTA applicable to the Sub-Recipient's PROJECT from which the federal assistance is provided to support work on this Agreement. The Sub-Recipient will carry out that work in compliance with the conditions stated in said U.S. DOL letter.

- b. The Sub-Recipient will include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

8. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in **Exhibit A**, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area. To assist the Sub-Recipient, the State will reserve a portion of new Section 5339 funds if these funds become available for future retrofit projects.

9. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90:1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, *et seq.* The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

10. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

The Sub-Recipient will comply with the requirements for commercial driver's license and drug and alcohol testing. Any party purchasing equipment with Section 5339 funds is required to certify annually that it is in compliance with FTA regulations concerning drug and alcohol testing and must submit an annual report to the State. The Sub-Recipient has signed the Certification of Compliance with FTA Anti-drug and Misuse Prevention Program to the effect which is attached as **Exhibit C** and made a part of this Agreement.

11. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

12. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.* and USDOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

14. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program and Safety Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the building facility maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of facilities and equipment, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for facilities and equipment.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

15. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary, to identify the affected parties.

16. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

17. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

18. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to

Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

19. AUTHORIZATION

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 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 H**.

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

City of Mitchell, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Kellie Beck</u>
Its: Mayor	Its: Director of Finance & Management
Date: _____	Date: _____
Attest:	
By: _____	
Printed Name: _____	
City Auditor/Clerk	
(City Seal)	

LOCAL CIVIL RIGHTS ASSURANCES

The city of Mitchell, South Dakota, certifies as a condition to receiving federal assistance under Section 5339 of the Fixing America's Surface Transportation Act (FAST Act), as amended, that:

1. No person will on the grounds of race, color, creed, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Administration.
2. The city of Mitchell, South Dakota, will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, disability, or national origin.
3. The city of Mitchell, South Dakota, will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the State in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, "Nondiscrimination on the Basis of Handicap in Federally Assisted Programs and Activities receiving or Benefiting from Federal Financial Assistance."
4. Special efforts are being made to provide transportation that handicapped persons, including wheelchair users and semi-ambulatory persons, can use. This transportation will be reasonable in comparison to the transportation provided to the general public and will meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special Efforts Certification" may be filed with the State on a one-time basis and referenced in each application).
5. A Standard South Dakota Department of Transportation Title VI/Nondiscrimination Assurance, signed and dated, has been filed with the State.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE BASIS OF DISABILITY
IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

**Implementing the Rehabilitation Act of 1973, as amended, and
the Americans With Disabilities Act of 1990**

City of Mitchell, South Dakota, ("the Sub-Recipient")

AGREES THAT, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research or to participate in or obtain any benefit from any program administered by the FTA, no otherwise qualified person with a disability will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Sub-Recipient GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990 (any subsequent amendments thereto) set forth at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by any other federal departments or agencies.

City Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

Certification of Compliance with FTA Anti-drug and
Alcohol Misuse Prevention Programs

The city of Mitchell, South Dakota, as an applicant for a FTA grant, certifies to the best of its knowledge and belief, that it has adopted and implemented the following:

- A. A policy statement on drug use and alcohol misuse in the workplace.
- B. An employee and supervisor education and training program.
- C. A drug and alcohol testing program for employees and drug testing for applicants for employment in safety-sensitive positions and procedures to follow in the event of a positive test.
- D. Administrative procedures for record keeping, reporting and releasing drug and alcohol information to authorized parties.

The city of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the city of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The city of Mitchell, South Dakota, as an applicant for an FTA grant, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

The city of Mitchell, South Dakota, certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA or South Dakota Department of Transportation.

The city of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the city of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* [78 stat. 252]) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. Ch. 471 § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).
- v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

Budget No. 1**Application for Capital Grants Assistance under Section 5339
of the Fixing America's Surface Transportation Act (FAST Act)**

<u>Equipment Type</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>Total</u>
Vehicles	\$167,592	\$41,898	\$209,490



Foreman Sales & Service, Inc.

1-800-310-2708 -- www.foremanbus.com

Miller Location: PO Box 351 – Miller, SD 57362 – (605) 853-2708

Colton Location: PO Box 36 – Colton, SD 57018 – (605)446-3482

Brenda Sharky
Transportation Specialist
South Dakota Department of Transportation
700 East Broadway Ave
Pierre, SD 57501

RE: SD DOT current order pricing

Brenda:

Due to supplier price increases, raw material increases, and chassis shortages, Foreman Sales and Service has endured severe price increases for all SD DOT recent builds. We have absorbed those costs due to the relationship with SD DOT and providing high quality products and services. However, for all present orders, a price increase needs to take effect in the amount of \$23,950.00 for all present orders.

Please approve this price increase so I can schedule your orders to be built using 2024 chassis. If approved these units would be scheduled for March completion or sooner.

Thank You,

Edward Johnson
Foreman Sales and Service



Foreman Sales & Service, Inc.

1-800-310-2708 -- www.foremanbus.com

Miller Location: PO Box 351 – Miller, SD 57362 – (605) 853-2708

Colton Location: PO Box 36 – Colton, SD 57018 – (605)446-3482

Brenda Sharkey
Transportation Specialist
South Dakota Department of Transportation
700 East Broadway Ave
Pierre, SD 57501

RE: SD DOT chassis stretching

Brenda:

Due to supplier issues from Ford 176-inch wheelbases are in short supply. Diamond manufacturing suggested stretching the 158-inch wheelbase to 176 inch and 208 inch to accommodate agencies' orders. Diamond manufacturing is a QVM Ford outfitter and is approved/authorized to do this. This will not affect the warranty.

Thank You,

Edward Johnson
Foreman Sales and Service

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:
The property was previously assessed at \$403,795 (2022); but, it is currently classified as tax-exempt. Currently, the building continues to be vacant since the last tenant left. Funding for the purchase will come from the Entertainment Tax Fund, where "land acquisition" is an allowable use of funds according to South Dakota codified laws.

The property includes both parcels, shaded in red below.



PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into effective as of the last dated and executed signature set forth below, by and between Mitchell Area Development Corporation, a South Dakota corporation, of 601 North Main Street, Mitchell, South Dakota 57301, hereinafter referred to as Seller, and City of Mitchell, South Dakota, a South Dakota municipal corporation, of 612 North Main Street, Mitchell, South Dakota 57301, hereinafter referred to as Buyer; WITNESSETH:

1. PROPERTY. Seller agrees to sell and convey, and Buyer agrees to purchase the commercial building, two-stall garage, and adjacent real property located at 620 North Lawler, Mitchell, South Dakota, which real property is legally described as follows, to-wit:

Lots Six (6) and Seven (7), M.H. Rowley's Addition to the Town (now City) of Mitchell, Davison County, South Dakota, subject to easements, reservations and restrictions of record.

Seller and Buyer acknowledge and agree that the building and real property is not currently leased or occupied by any third party.

2. PRICE. The purchase price for the above described premises shall be the sum of One Hundred Eighty Thousand Dollars (\$180,000), payable in full in cash or other readily-available funds at the time of closing as hereinafter provided.

3. CONDITIONS OF SALE. This agreement is conditioned upon Seller's transfer of good and merchantable title, and Seller furnishing a Warranty Deed. The transfer tax, if any, shall be paid by Seller at the time of closing.

4. POSSESSION AND RISK OF LOSS. Possession shall transfer to Buyer at the time of closing. Seller shall retain risk of loss until possession or closing.

5. CLOSING DATE. The parties hereto agree that closing shall be held at Mitchell, South Dakota, on or before October 30, 2023, unless extended upon the mutual agreement of the parties hereto.

6. BUYER'S INSPECTION. Buyer has inspected the real property and this purchase is based upon its own inspection and not based upon any representations made by the Seller or Seller's agents.

7. REAL PROPERTY TAXES. Seller and Buyer acknowledge and agree that the property is currently real property tax exempt. It is further acknowledged that the property will remain tax-exempt upon Buyer taking possession of the property.

8. TITLE INSURANCE. An owner's policy of title insurance will be furnished showing good and merchantable title in the Seller subject to easements and reservations of record, if any. In the event the title insurance policy discloses any defects in the title then Seller shall have a reasonable time in which to cure the same after receiving notice of said defect. The cost of said owner's policy of title insurance shall be shared equally between the parties. The cost of any required lender's policy of title insurance shall be the sole responsibility of Buyer.

9. CLOSING COSTS. Seller and Buyer agree that the costs and expenses incurred in closing this transaction, other than as specifically set forth herein, shall be paid as follows:

- (a) Preparation of Warranty Deed and transfer fee, if any, paid at time of recording Warranty Deed - Paid by Seller; recording fee paid at time of recording Warranty Deed – Paid by Buyer;
- (b) Preparation of this Purchase Agreement - Split equally between Seller and Buyer;
- (c) Title insurance/owner's - Split equally between Seller and Buyer; Lender's, if any - paid by Buyer; and
- (d) Preparation of documents for closing/closing fee for transaction - Split equally between Seller and Buyer.

10. DEFAULT. In the event of default by either party, the other party shall have such remedies as provided by South Dakota law, to include the right of specific performance.

11. SELLER'S REPRESENTATION. Seller and Buyer acknowledge and agree that the law firm of Morgan Theeler LLP drafted this Purchase Agreement, and all other ancillary documents required in connection with this transaction, on behalf of and in the course of its representation of Seller.

12. W-9 FORM. Seller agrees to execute a Form W-9, Request for Taxpayer Identification Number, at closing of this transaction.

13. TIME AND BINDING EFFECT. Time is of the essence of this Agreement. This Agreement is binding upon the parties and their successors and assigns. This Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by the parties hereto.

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

15. ELECTRONIC EXECUTION. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic transmission in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile transmission or by electronic transmission in PDF format shall be deemed to be their original signatures for all purposes. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document.

IN WITNESS WHEREOF the parties have hereunto set their hands effective the last dated and executed signature set forth below.

MITCHELL AREA DEVELOPMENT
CORPORATION SELLER

Date By _____
Geri Beck, CEO

CITY OF MITCHELL, SOUTH DAKOTA
BUYER

Date By _____
Robert B. Everson, Jr., Mayor

ATTEST:

Date By _____
Michelle Bathke, 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:	October 2, 2023	Requested By:	Justin Johnson
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Action to Approve Agreement #A2023-45, An Encroachment Agreement relating to 166 North Harmon Drive		
Explanation/Background of Agenda Item Requested:	The City is preparing to auction several lots adjacent to Lake Mitchell. One of these lots is 166 N Harmon Drive. As staff did site work to prepare for the sale, some concrete steps leading from 170 N Harmon were found to come across the property line as well as some drainage pipes. This agreement provides conditions on which these items may be removed and a timeline. The intention would be for the removal timelines, if removal is necessary, to line up with the relocation of other city utilities located on 166 N Harmon.		

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

ENCROACHMENT AGREEMENT

For and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the further terms and provisions hereof, the City of Mitchell, a South Dakota municipal corporation, whose address is 612 North Main Street, Mitchell, SD 57301, (“City”), and Jodie Jones Living Trust, whose address is 170 North Harmon Drive, Mitchell, SD 57301, (“Adjacent Owner”), and their respective successors and assigns, acknowledge and agree as follows:

1. City is the owner of real property legally described as:

Lots 35 and 35A, Sunset Point Subdivision, Lake Mitchell
Development Plan, City of Mitchell, Davison County, South
Dakota. (Commonly known as 166 N Harmon).
2. Adjacent Owner is the owner of real property legally described as:

Lots 36, 36A, 37, and 37A, Sunset Point Subdivision, Lake
Mitchell Development Plan, City of Mitchell, Davison County,
South Dakota. (Commonly known as 170 N Harmon).
3. City is in the process of selling the 166 N Harmon property via public auction.
4. In the preparation for such sale, several encroachments onto the 166 N Harmon property from Adjacent Owner’s property were identified. These include:
 - A. Several drainage pipes extending from the 170 N Harmon property onto the 166 N Harmon property.
 - B. A set of concrete steps extending from the 170 N Harmon property onto the 166 N Harmon property.
5. It is the City’s understanding that Adjacent Owner may be interested in purchasing the 166 N Harmon property at auction. In the event Adjacent Owner is the successful bidder and acquires the 166 N Harmon property, City does not want to preemptively require property to

remove the above encroachments before the auction occurs to avoid the potential for unnecessary disruption. However, in the event that Adjacent Owner is not the successful bidder and does not acquire the 166 N Harmon property, City must ensure that the encroachments may be removed if so desired by the acquiring party. Therefore, the Adjacent Owner grants the following options in relation to the encroachments, to be exercised by the City or the party acquiring 166 N Harmon at any time following the auction:

A. Adjacent Owner shall trim the drainage pipes extending from 170 N Harmon so that the water draining through such pipes flows over the surface of 170 N Harmon before reaching 166 N Harmon and following such natural surface flow as the drainage may take. Adjacent Owner shall remove the trimmed pipe extending over onto the 166 N Harmon property.

B. Adjacent Owner shall remove all of the concrete steps extending from the 170 N Harmon property, or such portion of the steps which are situated on the 166 N Harmon property.

6. In the event that City or the party acquiring 166 N Harmon exercises one or more of the options relating to the encroachments above, Adjacent Owner shall complete the work at Adjacent Owner's sole expense. Adjacent Owner shall have the right to enter the 166 N Harmon property for the purposes of completing the work and shall restore any site conditions disturbed by such entry.

7. In the event that City or the party acquiring 166 N Harmon exercises one or more of the options relating to the encroachments above, Adjacent Owner shall undertake and complete the work necessary to effectuate the removal of the encroachment as soon as reasonably possible, but shall complete the work on or before August 1, 2024 or when the City relocates its utilities buried in the 166 N Harmon property, whichever is later. If the work is not completed by the later of the dates above, City or the party acquiring 166 N Harmon may cause the work to be completed and Adjacent Owner shall reimburse them for the cost of completing the work.

8. In the event that City or the party acquiring 166 N Harmon do not wish to exercise the options in relation to the encroachments, Adjacent Owner may request an easement so that the encroachments may remain permanently. This document shall not be construed as a grant of such an easement.

9. This Encroachment Agreement shall constitute a covenant running with the land and shall be binding upon the respective assigns and successors in interest of the respective parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2023.

[signature page to follow]

CITY OF MITCHELL, SD

(seal)

Robert B. Everson, Jr., Mayor
Officer

Attest: _____
Michelle Bathke, Finance

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

Robert B. Everson, Jr. and Michelle Bathke, being first duly sworn on oath, depose and say that each is the Mayor and Finance Officer respectively of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and, being duly authorized to do so, have hereto executed this Agreement on behalf of the City of Mitchell, SD in their official capacity.

Subscribed and sworn to before me this _____ day of _____, 2023.

(seal)

Notary Public
My Commission Expires: _____

JODIE JONES LIVING TRUST

Jodie Jones, (title)_____

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF DAVISON)

Jodie Jones, being first duly sworn on oath, deposes and says that she is authorized to execute this Agreement on behalf of the Jodie Jones Living Trust in her official capacity.

Subscribed and sworn to before me this _____ day of _____, 2023.

(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:	October 2, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-69, Annexation of Lot AB3 in Lot H-3 in the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township One Hundred Three (103) North, Range Sixty (60), West of the 5<sup>th</sup> P.M., Davison County, South Dakota.		
Explanation/Background of Agenda Item Requested:	Fredericksen Restaurants LLC at the corner of E Spruce St and SD Hwy 37 has petitioned to annex the property legally described as Lot AB3 in Lot H-3 in the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota. See Plat		

RESOLUTION #R2023-69

**ANNEXATION OF LOT AB3 IN LOT H-3 IN THE NORTHEAST QUARTER (NE 1/4)
OF SECTION THIRTY-FOUR (34), TOWNSHIP ONE HUNDRED THREE (103)
NORTH, RANGE SIXTY (60), WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH
DAKOTA.**

WHEREAS, Fredericksen Restaurants LLC has petitioned to annex the real property legally described as Lot AB3 in Lot H-3 in the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison county, South Dakota.

WHEREAS: Fredericksen Restaurants LLC is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing in the territory sought to be annexed and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: a plat depiction is hereto attached.

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

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.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

11

PLAT OF LOT AB3

Showing a parcel of land to be abandoned in
Lot H-3 in the NE1/4 of Section 34, Township 103 North, Range 60 West of the 5th P.M.

DAVISON COUNTY, SOUTH DAKOTA

SCALE: 1 INCH = 100 FEET

DOCUMENT 1941

ORIGINAL SIZE
OF THIS PLAT
UPON FILING

15 11" x 17"

Legend

--- edelting right of way

○ - 5/8 inch by 18 inch rebar set and marked by
License No. 6250.

● - found monument.

All monumentation will be set upon
project completion

Beating	Length
L1 N 87°50'48" E	61.58'
L2 S 32°22'50" E	106.42'
L3 S 66°38'57" W	73.30'
L4 N 34°24'03" W	186.07'

Curve #	Delta	Radius	Tangent	Length (L)	Length (C)	Chord Direction
C1	0°24'30"	2342.00'	6.37'	18.74'	16.74'	S30°10'54"E

Drawn by: JCB

Checked by: JHC

Reviewed by: JCB

Date: March 21, 2018

Date: March 21, 2018

Date: August 15, 2019

SURVEYOR'S CERTIFICATE

I, JAMES H. CORDELL, REGISTERED LAND SURVEYOR, IN AND FOR THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT, AS ORDERED BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, THE PARCEL OF LAND AS SHOWN ON THIS PLAT HAS BEEN SURVEYED AT MY DIRECTION AND UNDER MY CONTROL, AND SUCH PARCELS OF LAND SHALL BE HEREAFTER KNOWN BY THE LOT NUMBER DESIGNATED HEREIN. THE LOCATION AND DIMENSIONS OF THE PARCELS ARE AS SHOWN ON THE PLAT.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 19th DAY OF SEPTEMBER A.D. 20 19.

REGISTERED LAND SURVEYOR REGISTRATION NO. 6250

OFFICE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA

COUNTY OF DAVISON

FILED FOR RECORD THIS 5th DAY OF September A.D. 20 19 AT 2:52 P.M. AND RECORDED IN BOOK OF PLATS 35 ON PAGE 33

REC'D 2019

K/Dora A. Young Darlene M. Galy
 REGISTER OF DEEDS BY DEPUTY

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND THE CITY COUNCIL OF THE CITY OF
MITCHELL, SOUTH DAKOTA:

THE UNDERSIGNED Property Owner hereby respectfully requests that the City Council of the City of Mitchell, South Dakota, adopt a resolution annexing into the City of Mitchell the following described real property, to-wit:

Lot AB3 in Lot H-3 in the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota.

A plat of the area sought to be annexed is attached hereto and incorporated herein by this reference.

The real property is contiguous to the corporate limits of the City of Mitchell, South Dakota.

The undersigned Property Owner represents that there are no registered voters residing in the territory sought to be annexed, and the Property Owner is the owner of all of the value of such property.

WHEREFORE, the undersigned Property Owner hereby respectfully requests that a resolution be adopted annexing the property hereinabove described.

FREDERICKSEN RESTAURANTS LLC

By 

Cary Fredericksen, One of Its Members

PLAT OF LOT AB3

DOCUMENT 1941

Showing a parcel of land to be abandoned in
Lot H-3 in the NE1/4 of Section 34, Township 103 North, Range 60 West of the 5th P.M.

DAVISON COUNTY, SOUTH DAKOTA

Scale: 1 Inch = 100 feet

ORIGINAL SIZE
OF THIS PLAT
UPON FILING

11" X 17"

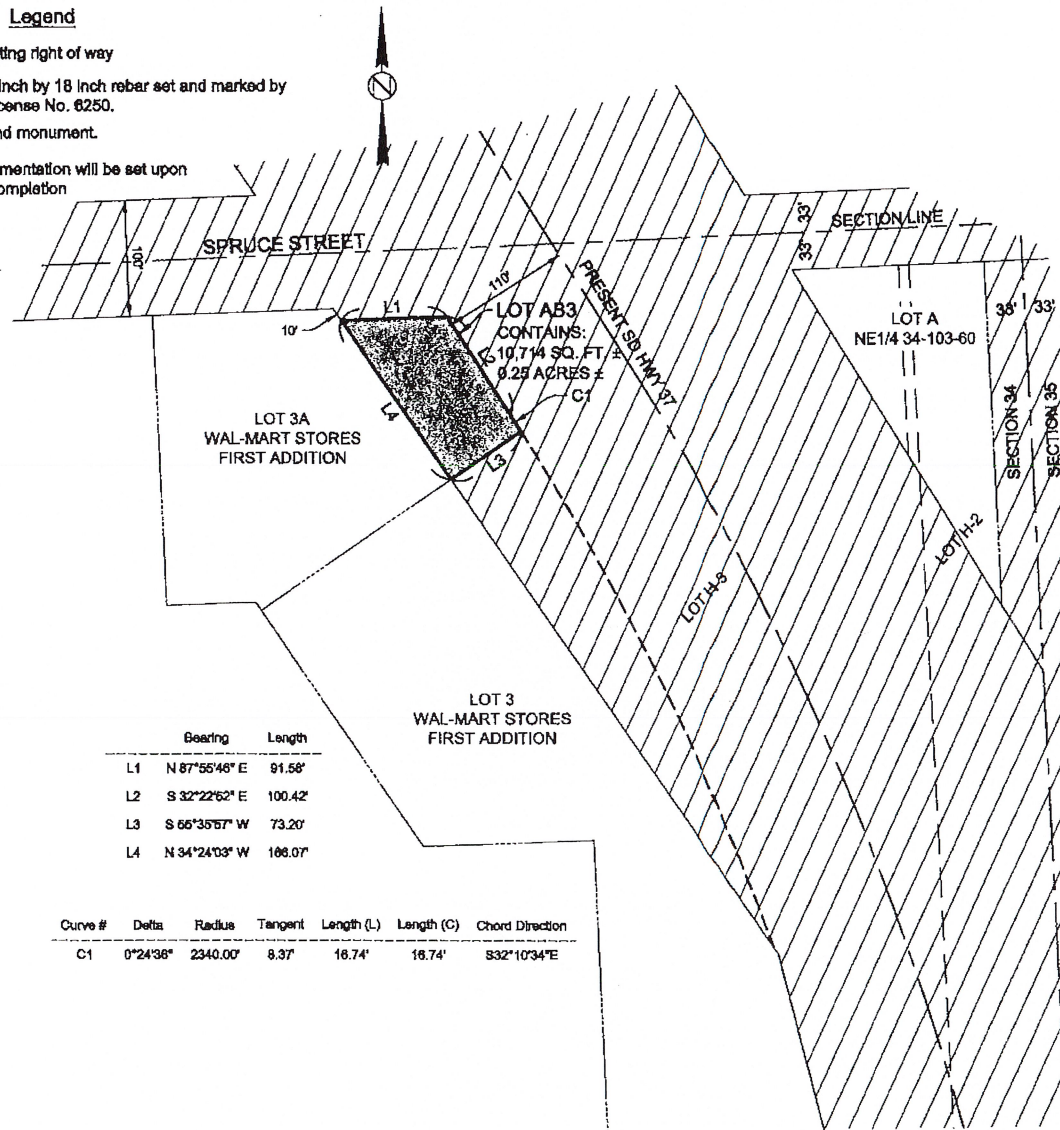
Legend

▨ - existing right of way

○ - 5/8 inch by 18 inch rebar set and marked by
License No. 6250.

● - found monument

All monumentation will be set upon
project completion



	Bearing	Length
L1	N 87°55'48" E	91.58'
L2	S 32°22'52" E	100.42'
L3	S 66°35'57" W	73.20'
L4	N 34°24'03" W	106.07'

Curve #	Delta	Radius	Tangent	Length (L)	Length (C)	Chord Direction
C1	0°24'38"	2340.00'	8.37'	16.74'	16.74'	S32°10'34"E

Drawn by: BJB
Checked by: JHC
Revision by: BJB

Date: March 21, 2018
Date: March 21, 2018
Date: August 16, 2018

SURVEYOR'S CERTIFICATE

I, JAMES H. CORDELL, REGISTERED LAND SURVEYOR, IN AND FOR THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT, AS ORDERED BY THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, THE PARCEL OF LAND AS SHOWN ON THIS PLAT HAS BEEN SURVEYED AT MY DIRECTION AND UNDER MY CONTROL, AND SUCH PARCEL OF LAND SHALL BE HEREAFTER KNOWN BY THE LOT NUMBER DESIGNATED HEREIN. THE LOCATION AND DIMENSIONS OF THE PARCEL ARE AS SHOWN ON THE PLAT.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 19th DAY OF SEPTEMBER, A.D., 2019.

James H. Cordell
REGISTERED LAND SURVEYOR

REGISTRATION NO. 6250

OFFICE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA

COUNTY OF DAVISON SS

FILED FOR RECORD THE 5th DAY OF September, A.D., 2019, AT 9:52 A.M., AND RECORDED IN BOOK OF PLATS 35 ON PAGE 33 THEREIN.

Fec # 2000

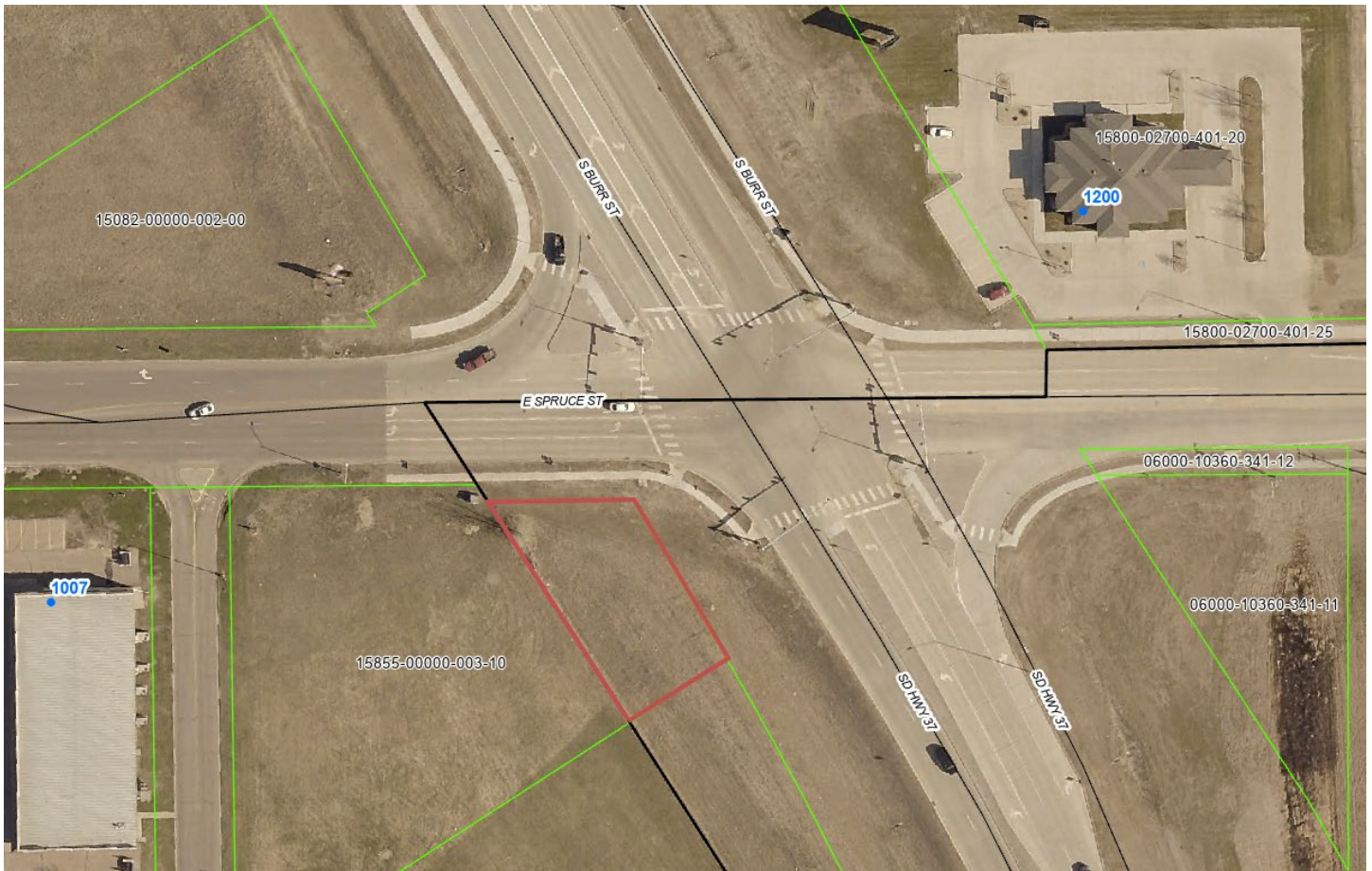
Debra A. Young
REGISTER OF DEEDS

Debra M. Baly
BY DEPUTY

BOOK 35 PAGE 33



022p15



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:	October 2, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-70, Plat of Tract A and Tract B, Big Dog Subdivision		
Explanation/Background of Agenda Item Requested:	Plat of Tract A and Tract B, Big Dog subdivision of the South 300 feet of Lot 2, in the SE 1/4 of Section 17, T 103 N, R 60 W of the 5th PM., City of Mitchell, Davison County, South Dakota; as requested by Big Dog Concrete LLC. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 09-25-23.		

RESOLUTION #R2023-70

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 25th day of September, 2023; and

WHEREAS, it appears from an examination of the plat of TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2, IN THE SE 1/4 OF SECTION 17, T 103 N, R 60 W OF THE 5TH PM., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2, IN THE SE 1/4 OF SECTION 17, T 103 N, R 60 W OF THE 5TH PM., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 2nd day of October, 2023.

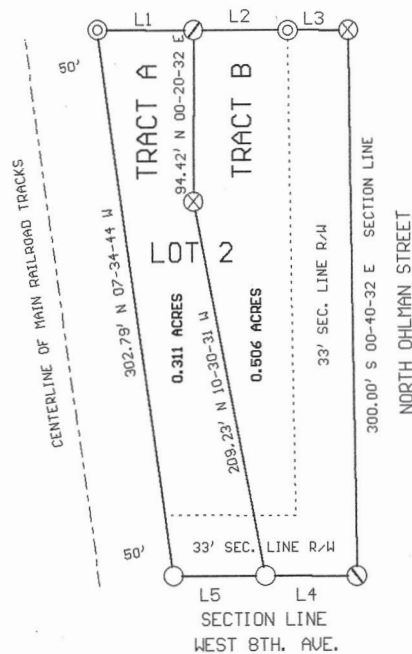
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2, IN THE SE1/4 OF SECITON 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.



SCALE :

- ⊙ FOUND 5/8" REBAR WITH CAP
- SET LARGE SPIKE
- ⊗ FOUND PK NAIL
- ⊗ SET PK NAIL
- ⊗ CALCULATED CORNER



L1 = 52.52' S 89-44-04 E
 L2 = 51.24' S 89-44-04 E
 L3 = 33.00' S 89-44-04 E
 L4 = 50.18' N 89-43-58 W
 L5 = 50.18' N 89-43-58 W



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNER, MADE A SURVEY OF TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2 IN THE SE1/4 OF SECTION 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 12TH. DAY OF SEPTEMBER, 2023.

THOMAS LYNN WEEK
 REGISTERED LAND SURVEYOR
 REG. NO. 2912

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

I, MICHAEL BATHKE, AS MEMBER MANAGER OF BIG DOG CONCRETE, LLC, A SOUTH DAKOTA LLC, DO HEREBY CERTIFY, THAT BIG DOG CONCRETE, LLC, A SOUTH DAKOTA LLC, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF THE ABOVE DESCRIBED REAL PROPERTY: TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2 IN THE SE1/4 OF SECTION 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WERE MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF TRACT A AND TRACT B, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

DATED THIS ____ DAY OF _____, ____.

MICHAEL BATHKE, MEMBER MANAGER

STATE OF _____
 COUNTY OF _____

ON THIS ____ DAY OF _____, _____, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED MICHAEL BATHKE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE AS MEMBER MANAGER OF BIG DOG CONCRETE, LLC, EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SHEET 1 OF 2

PLAT OF TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2 IN THE SE1/4 OF SECTION 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2 IN THE SE1/4 OF SECTION 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION; NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2 IN THE SE1/4 OF SECTION 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, _____.

CITY PLANNING COMMISSION BY: _____

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE _____ DAY OF _____, _____; AND WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2 IN THE SE1/4 OF SECTION 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY THOMAS LYNN WEEK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT A AND TRACT B, BIG DOG SUBDIVISION OF THE SOUTH 300 FEET OF LOT 2 IN THE SE1/4 OF SECTION 17, T103N, R60W OF THE 5TH. P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH HEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE _____ DAY OF _____, _____.

FINANCE OFFICER BY: _____

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS _____ DAY OF _____, _____.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER/DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, _____.

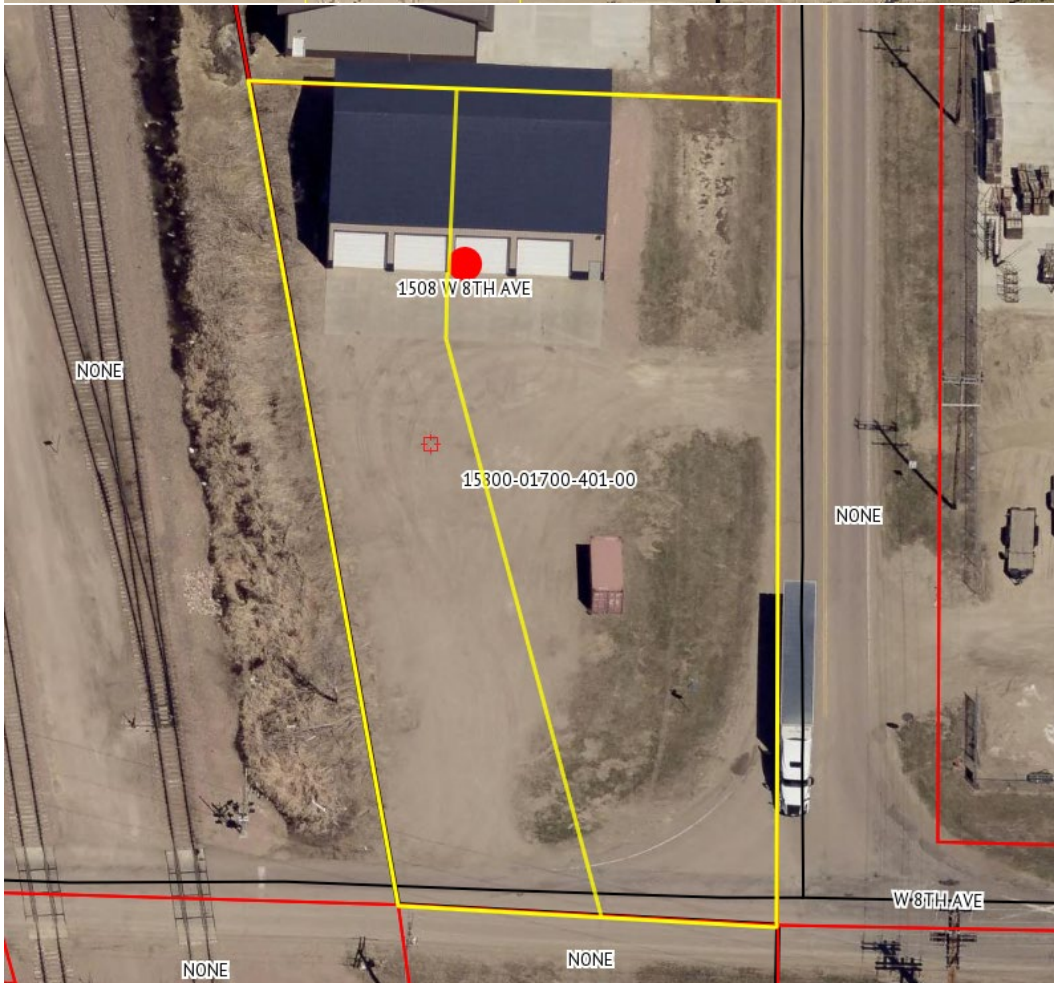
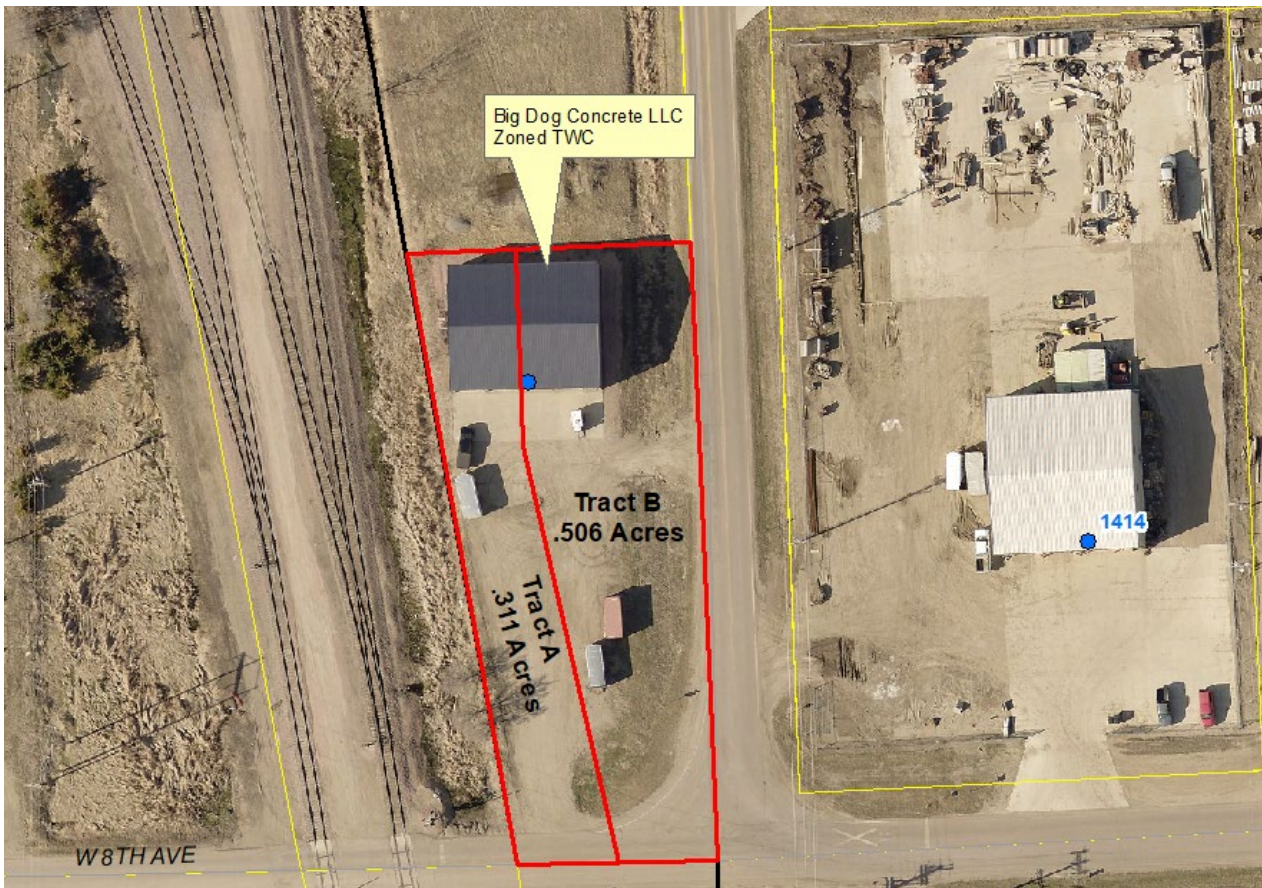
TREASURER/DEPUTY TREASURER DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, _____, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
605-665-8333



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:	October 2, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-71, Plat of Blocks 1 and 2 of Maui Farms Second Addition and a portion of Sam Street, a subdivision of previously platted Lot 4 in the East 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Blocks 1 and 2 of Maui Farms Second Addition and a portion of Sam Street, a subdivision of previously platted Lot 4 in the East 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Maui Farms Inc. Planning Commission motioned to approve; all present voting aye. Motion carried. See Planning Commission Unsigned Minutes 09-25-23.		

RESOLUTION #R2023-71

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 25th day of September, 2023; and

WHEREAS, it appears from an examination of the plat of BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., 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 BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., 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 2nd day of October, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 100 Feet

LEGEND

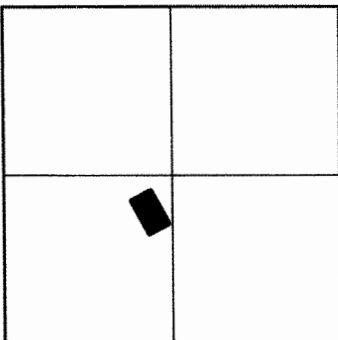
- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- WM = WITNESS MONUMENT

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

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

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

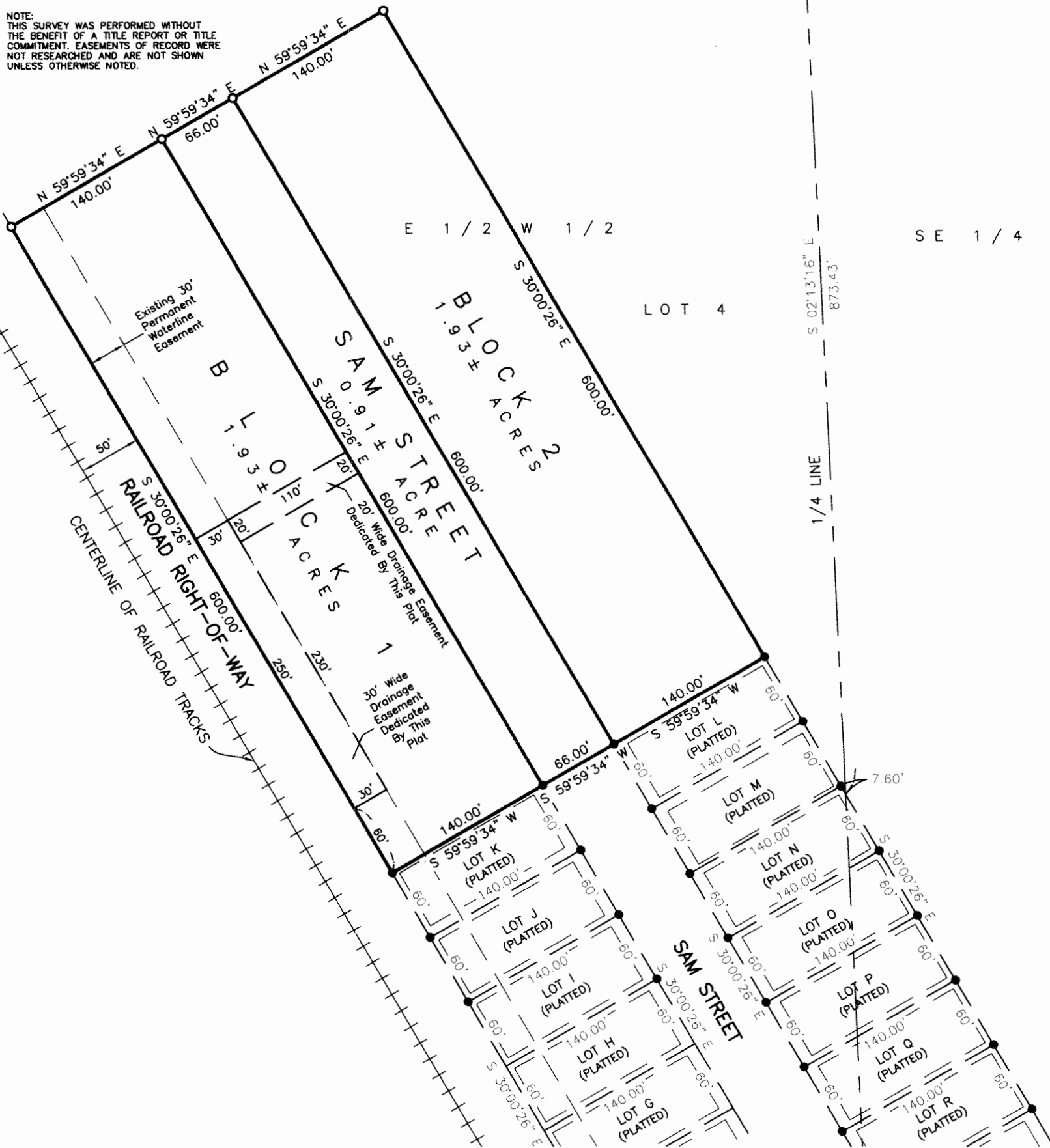
SEC. 31, T 104 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'

1/4 LINE

CENTER
OF SECTION
31-104-60



A PLAT OF BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND
A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN
THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE
5TH P.M., 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 Maui Farms Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to September 5, 2023, survey those parcels of land described as follows: BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

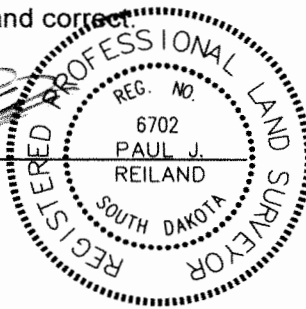
In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 15TH day of SEPTEMBER, 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



A PLAT OF BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

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

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

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

Chairperson/Vice Chairperson of the Davison County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this _____ day of _____, 2023.

Chairperson/Vice Chairperson of the Board of County Commissioners of Davison County

AUDITOR'S CERTIFICATE

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

Auditor/Deputy Auditor, Davison County

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing/proposed approaches is hereby approved. Any change in the location of the existing/proposed approaches shall require additional approval.

By: _____ Title: _____ Date: _____
Highway Authority

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 this 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 BLOCKS 1 AND 2 OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

Director of Equalization/Deputy Director of Equalization

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

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



& 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:	October 2, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2023-72, Plat of Lot 22, Block 7 of Westwood First addition, and a portion of West 15th Avenue		
Explanation/Background of Agenda Item Requested:	Plat of Lot 22, Block 7 of Westwood First addition, and a portion of West 15th Avenue, a subdivision of the West 1/2 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by CJM Consulting Inc.

Planning Commission motioned to approve; all present voting aye. Motion carried.

See Planning Commission Unsigned Minutes 09-25-23.		

RESOLUTION #R2023-72

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 25th day of September, 2023; and

WHEREAS, it appears from an examination of the plat of LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

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 2nd day of October, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 200 Feet

LEGEND

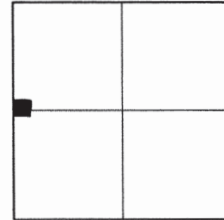
- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- ▲ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER P/R-6702
- WM = WITNESS 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

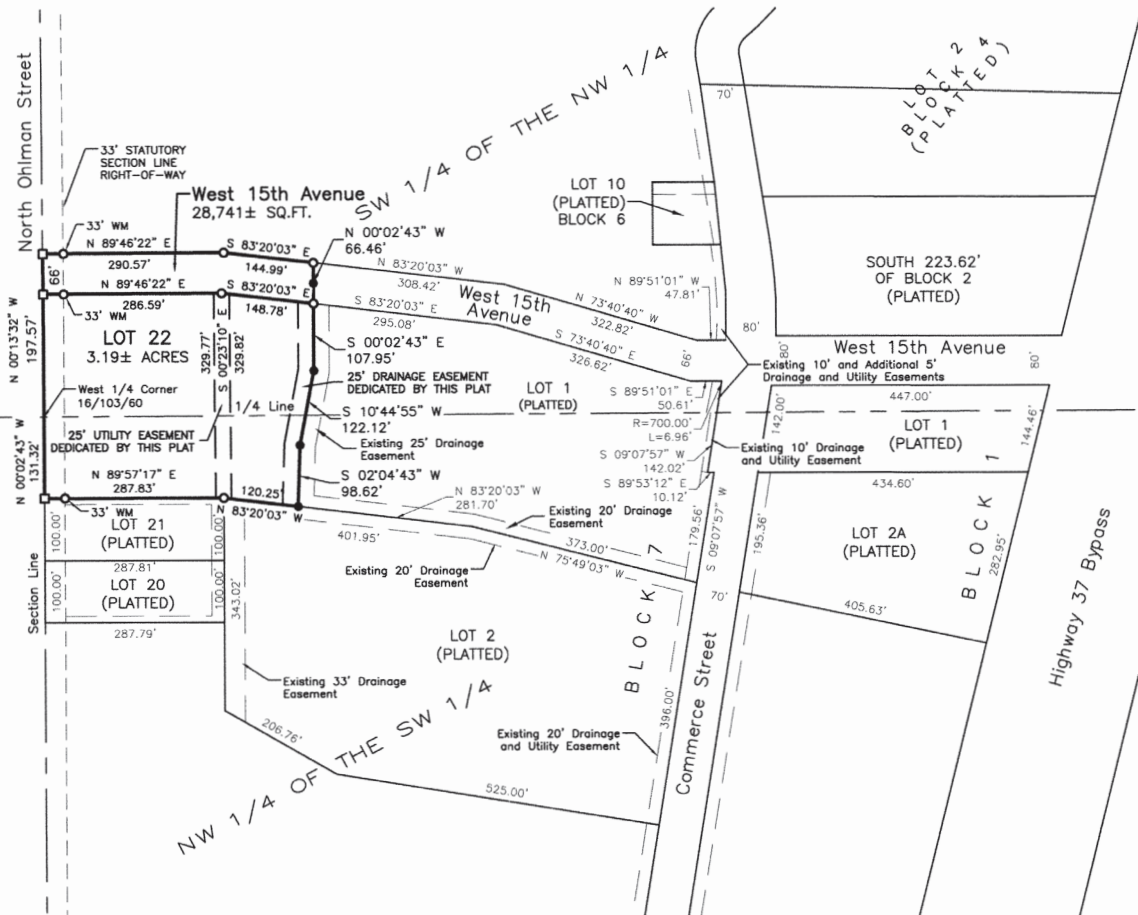
BEARINGS ARE BASED ON AN ASSUMED COORDINATE SYSTEM USING OPS GRID BEARINGS AND GRID DISTANCES

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

SEC. 16, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, 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 the State of South Dakota. At the request of CJM Consulting, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to September 18, 2023, survey those parcels of land described as follows: LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, 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 _____ day of _____, 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



A PLAT OF LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

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

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that CJM Consulting, Inc., a South Dakota corporation, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in THE WEST 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at the request of CJM Consulting, Inc., a South Dakota corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and CJM Consulting, Inc., a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said West 15th Avenue and Lot 22, Block 7 shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists North Ohlman Street and a portion of West 15th Avenue. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

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

Charles J. Mauszycki, Jr., Vice President of CJM Consulting, Inc.,
a South Dakota corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared Charles J. Mauszycki, Jr., of CJM Consulting, Inc., a South Dakota corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

Notary Public, South Dakota
My Commission Expires: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

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

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 22, BLOCK 7 OF WESTWOOD FIRST ADDITION, AND A PORTION OF WEST 15TH AVENUE, A SUBDIVISION OF THE WEST 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

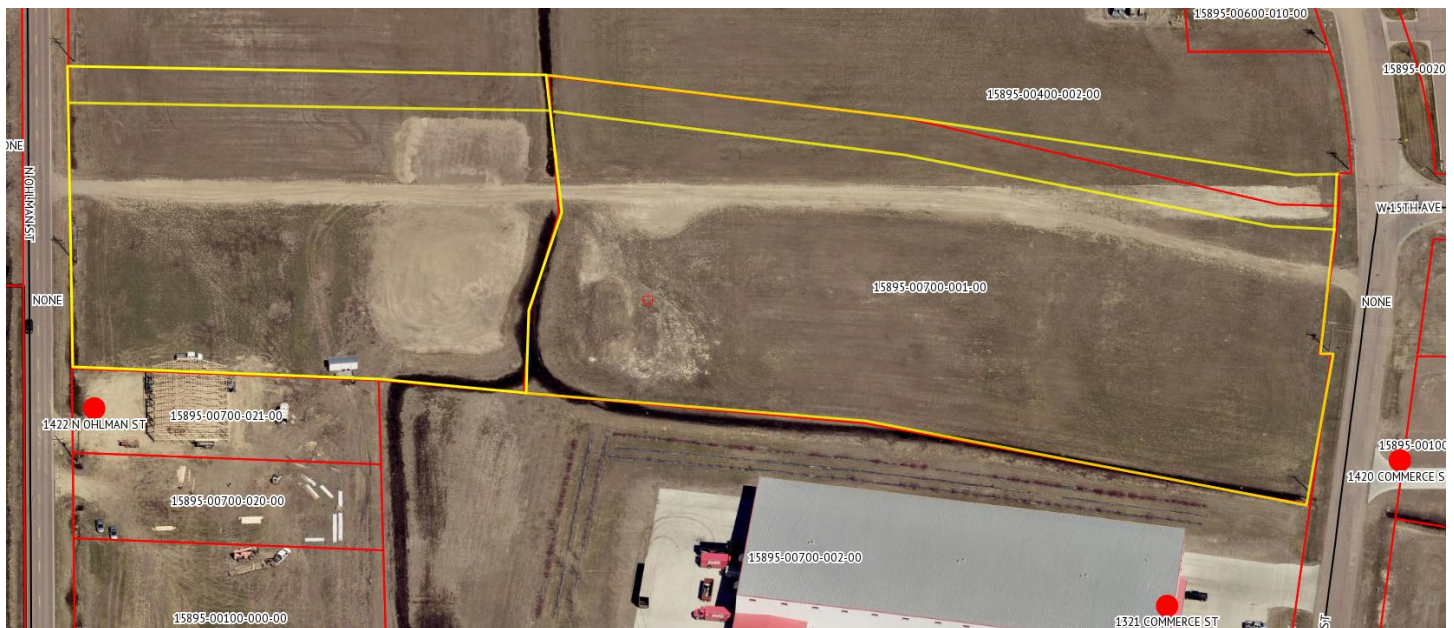
The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2023.

Chairperson/Vice Chairperson of the City of Mitchell
Planning Commission

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:	October 2, 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 #R2023-75, A Resolution of Intent to Amend the Lease of the Mitchell Rodeo Foundation		
Explanation/Background of Agenda Item Requested:	The Mitchell Rodeo Foundation is requesting several changes to their existing lease with the City for the new rodeo grounds. These changes primarily center around the Foundation's ability to obtain financing for the site improvements. The City will provide notice and a hearing regarding the proposed amendment as would have been necessary for the original lease. The hearing will be held on October 16th during the regular council meeting.		

RESOLUTION R2023-75

**A RESOLUTION OF INTENT TO AMEND THE LEASE OF THE
MITCHELL RODEO FOUNDATION.**

WHEREAS on September 23, 2021, an original Lease was reached between the Mitchell Rodeo Foundation, Inc (Tenant) and the City of Mitchell (Landlord) in regards to the lease of “The West 900’ of Lot 1 in the South ½ of the Northwest ¼, Section 33, Township 104 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota” (the property address having now been set as 6320 N. Ohlman Street); and

WHEREAS Tenant has requested for the terms of such Lease to be modified; and

WHEREAS Landlord is willing to accommodate Tenant’s under the terms and conditions as discussed and established at the hearing to be held as described below.

THEREFORE, be it resolved by the Mitchell City Council that such hearing shall be held on the Proposed Lease Amendment at the regular City Council Meeting on Monday, October 16, 2023 at 6:00 P.M. in the City Council Chambers at 612 N Main, at which time interested parties may appear and be heard as provided by law. The City shall cause notice of hearing to be published once not less than ten (10) days prior to the hearing. Following the hearing, the City Council may take whatever action it deems appropriate regarding the Proposed Lease Agreement.

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:

Michelle Bathke, City Finance Officer

(seal)

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City Council for the City of Mitchell will conduct a public hearing in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 6:00 pm (noon) on October 16, 2023 in regards to a proposed Lease Amendment of the Mitchell Rodeo Foundation.

The real property to be included in this proposed Lease is legally described as follows:

The West 900' of Lot 1 in the South 1/2 of the Northwest 1/4, Section 33,
Township 104 North, Range 60 West of the 5th P.M, City of Mitchell, Davison
County, South Dakota.

At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed Lease. Following such hearing, the City Council may take such action regarding said Lease as the Council deems appropriate.

Dated this 2nd day of October, 2023.

Michelle Bathke – Finance Officer

Published once on: _____

Approximate publication cost: _____

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:	October 2, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second Reading on Ordinance #O2023-08, Rezoning Lot 23 of Starlite Estates from UB Urban Development 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; Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (SE corner of Urbana Drive and E Spruce St). Planning Commission motioned to recommend approval; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Signed Minutes 9-11-23.		

ORDINANCE NO. O2023-08

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban Development 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; Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban Development 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: September 18, 2023
SECOND READING: October 2, 2023
ADOPTION: October 2, 2023



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 UD District to HB 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: Click or tap here to enter text.

This Application is for the following described real property:

Legal Description: Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

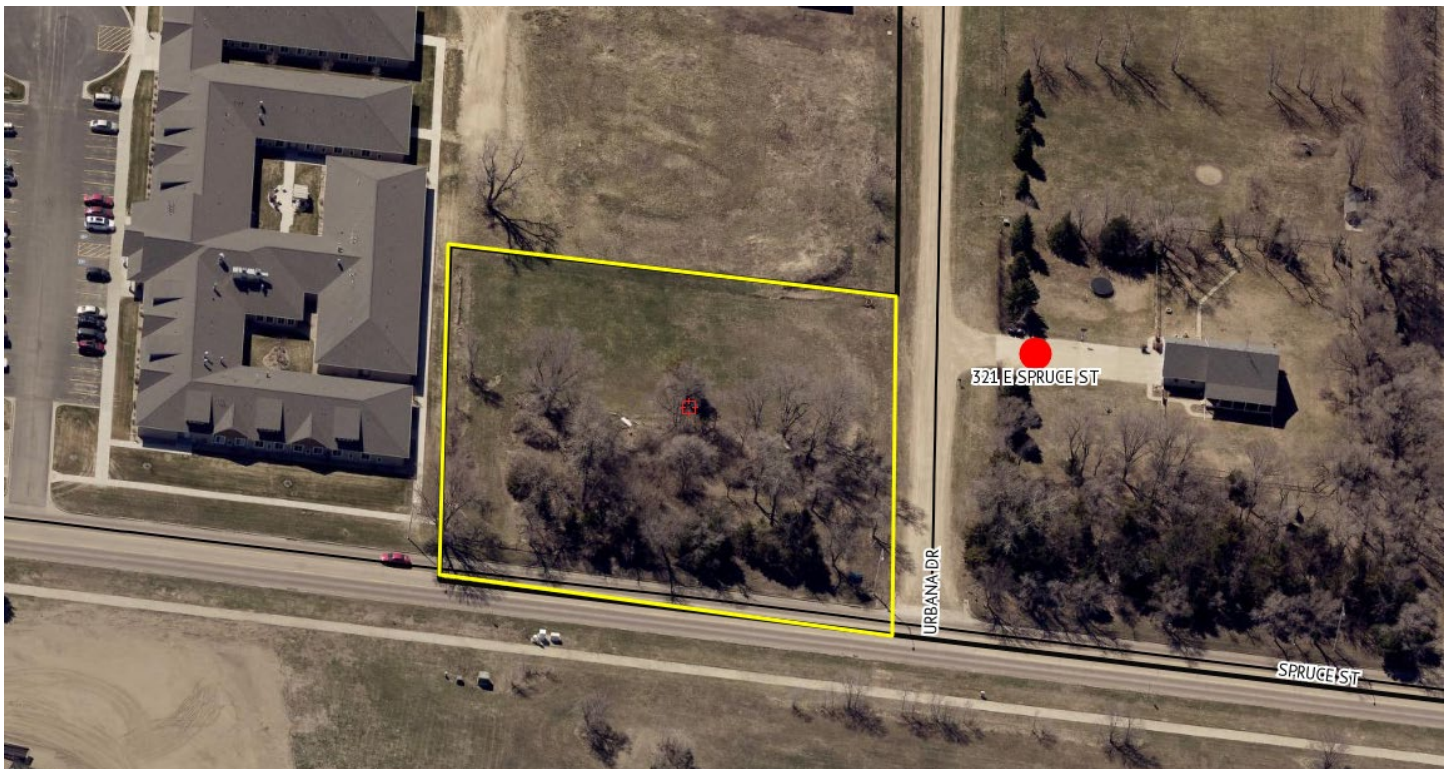
Property Address: NE corner of E Spruce St and Urbana Dr

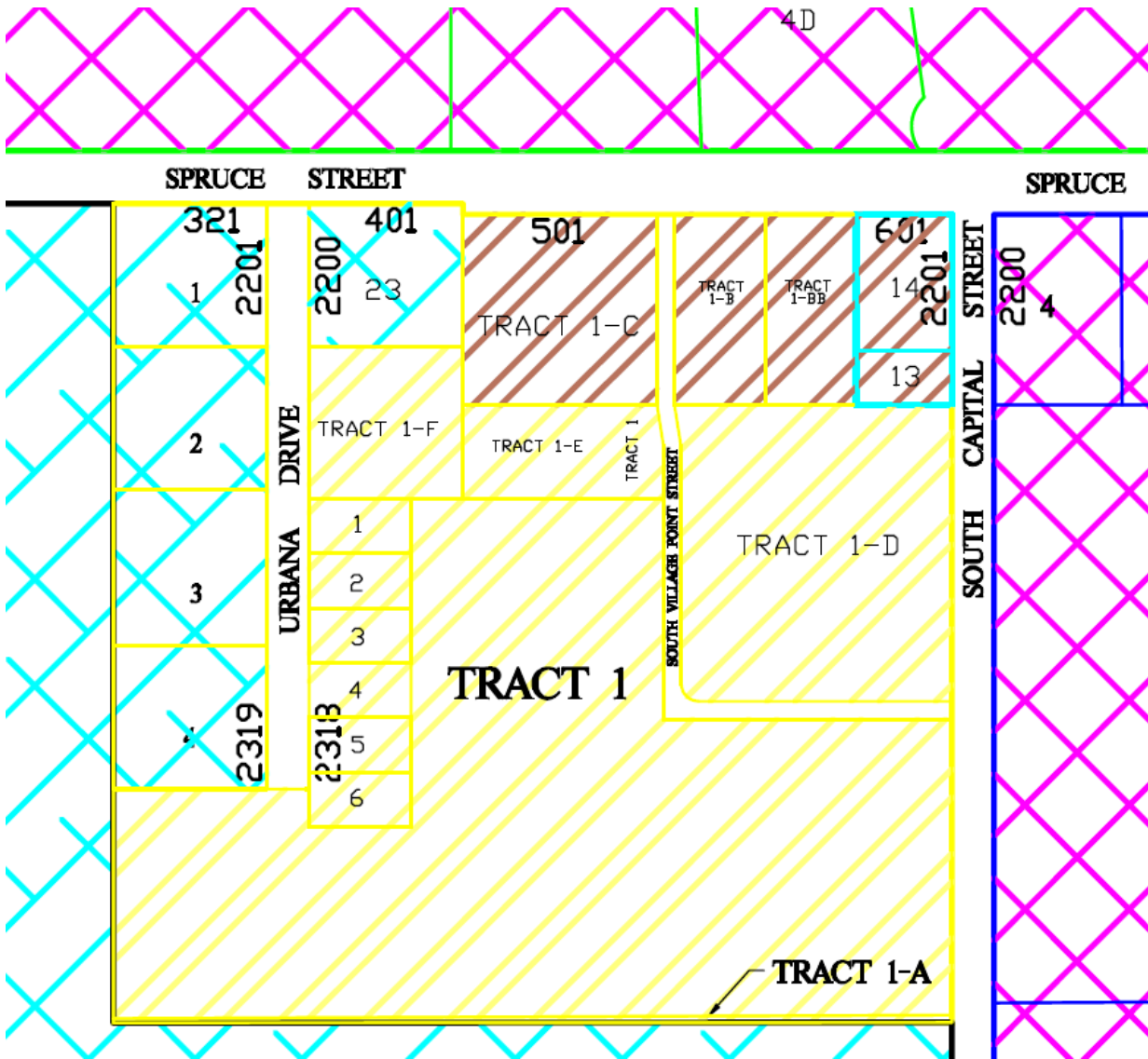
Dated this 18 of Aug, 2023

Jensen Capital & Development LLC
APPLICANT

OWNER

Jeremy Jensen
A handwritten signature in black ink, appearing to read "Jer R J", written over the printed name "Jeremy Jensen".





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 September 11, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, September 18, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, October 2, 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; Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban 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, Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban 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: September 18, 2023
SECOND READING: October 2, 2023
ADOPTION: October 2, 2023

Published three times: August 30, 2023 and September 6 and 20, 2023
Approximate Costs:

Jensen Capital & Development LLC
25063 Alex Ct
Mitchell, SD 57301

Avera Queen of Peace
525 N Foster St
Mitchell, SD 57301

TDR Passthru LLC
RB48 Passthru LLC
771 Chesapeake Dr
Tarpon Springs, FL 34689

Philip & Kelli Malde
321 E Spruce St
Mitchell, SD 57301

EVI Mitchell LLC
322 Demers Ave
Ste 500
Grand Forks, ND 58201

August 30, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Jensen Capital and Development LLC is requesting the following property legally described as; Lot 23 of Starlite Estates in the NW ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban District to HB Highway Business District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (SE Corner of Urbana Drive and E Spruce St).

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday September 11, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, September 18, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, October 2, 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 Philip & Kelli Malde 605-99-9-9653 or
OWNER 605-770-4771
321 E Spruce St.
ADDRESS

____ APPROVE

X DISAPPROVE until details are laid out.

COMMENTS:

I am concerned that Urbana^{st.} would be used for business travel. This street was intended for Residential use. Will the City allow access to the business lot from Spruce St.?
~~Depending on the type of business, our property~~
~~value may be reduced and I am reluctant to~~ *Outside expectations*
agree to approve until more information is given.

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:	October 2, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Motion to Adopt Ordinance #O2023-08, Request Public Comment, Roll Call		
Explanation/Background of Agenda Item Requested:			

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:	October 2, 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:	Hearing and First Reading on Ordinance #O2023-07, Establishing Business Improvement District #4		
Explanation/Background of Agenda Item Requested:	The City Council has been in the process of re-implementing a business improvement district for lodging establishments. Previously, the council established the boundaries of the new proposed district and appointed members to the new business improvement board. The board then met and made a recommendation to the council to formally establish the new business improvement district. After receiving the recommendation, council passed a resolution of intent in regards to establishing the new business improvement district by ordinance. Staff provided notice of the hearing to property owners and occupants more than 30 days in advance of the hearing as provided by law. The new hotel, motel, and lodging establishment BID will function very similarly to the existing hotel, motel, and lodging establishment BID; however there are a few notable changes. First, the tax would increase from \$1.50 per room per night to \$2.00 per room per night. The new BID will also be codified, which will make tracking the terms and any future modification much simpler. The authorized purposes for the use of BID proceeds will also be broadened in order to better match the allowable purposes provided for by state law. The new ordinance will also make the BID board responsible for recommending a budget to the council on an annual basis. The intention would be for this new BID to become effective as of January 1, 2024; replacing the old BID which would be terminated via separate council action effective December 31, 2023.		

ORDINANCE #O2023-07

AN ORDINANCE ESTABLISHING BUSINESS IMPROVEMENT DISTRICT NUMBER 4.

WHEREAS, the City of Mitchell has previously implemented two prior Business Improvement Districts relating to hotels, motels, and lodging establishments; and

WHEREAS, the City of Mitchell desires to update and consolidate all provisions relating to hotel, motel, and lodging establishment Business Improvement Districts and provide a fresh starting point for the same; and

WHEREAS, the prior Business Improvement Districts will be terminated by separate action of the City Council prior to the new Business Improvement District Number 4 (BID 4) going into effect.

NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA AS FOLLOWS:

Section 1. Recitals pursuant to SDCL Chapter 9-55.

Pursuant to SDCL 9-55-12, the Governing Body of the City of Mitchell, SD, does hereby make the following statements of facts and findings:

1. The resolution (R2023-54) setting the boundaries of the proposed district and appointing board members was passed on the 7th day of August, 2023. The BID 4 board met on the 15th day of August, 2023 and voted to recommend the adoption of the proposed ordinance creating BID 4 to the city council. The city council received the recommendation of the BID 4 board and passed a resolution of intent (Resolution #R2023-61) relating to this ordinance on the 21st day of August, 2023.
2. The hearing in relation to this matter was held on the 2nd day of October, 2023 at 6:00 PM in the chambers of the Mitchell City Council, at City Hall, 612 N Main, Mitchell, SD, following the notice period provided by law. At said hearing, the Governing Body did receive evidence for and against the proposed modification of revenues to be raised and the use and application thereof. No objections to the proposed modifications were made at said hearing or, alternatively, any objections made were less than a majority of the hotels and motels in the BID and were insufficient in number as required by law to terminate the proceedings.
3. BID 4 is hereby established pursuant to SDCL Chapter 9-55, this ordinance, and the prior resolutions of council relating to BID 4.
4. The purposes of BID 4, and the public improvements and facilities relating thereto, shall be as further provided by Section 2 of this ordinance.
5. The boundaries of BID 4 are as further described in Section 2 of this ordinance.
6. As authorized by SDCL 9-55-2, the hotel, motel, and lodging establishments included in BID 4 are hereby subject to the general business occupation tax as further provided by Section 2 of this ordinance. Such tax is hereby deemed fair and equitable.

7. As discussed in further detail in Section 2 of this ordinance, the initial rate of the occupation tax to be imposed on the business users of the space in the district is \$2.00 per room per night on occupied rooms rented to transient guests by hotels, motels, and lodging establishments within BID 4.
8. Penalties for failure to pay the occupation tax are provided in Section 2 of this ordinance.

Section 2. Codification of Substantive Provisions.

The City of Mitchell does hereby ADOPT the following provisions to be codified in the Mitchell City Code as “Chapter 2-7: Business Improvement District Number 4”, with the sections of said chapter to read as follows:

2-7-1: Establishment of District:

Pursuant to the provisions of SDCL Chapter 9-55, Business Improvement District Number 4 (BID 4) of the City is hereby created. A resolution designating the boundaries of the business area and appointing members to the BID 4 board was approved by City Council on August 7, 2023. Upon receiving the recommendation of the BID 4 board, a resolution of intent to create BID 4 was approved by the City Council on August 21, 2023. The public hearing on creation of BID 4 was held in the City Council Chambers, located at 612 N. Main, Mitchell SD 57301 on October 2, 2023.

2-7-2: Boundaries of Business Improvement District Number 4:

- A. The boundaries of BID 4 are as follows: 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.
- B. A list of all properties included in BID 4, which list shall identify the name of the hotel, motel, or lodging establishment, the number of sleeping rooms and each property’s address, shall be kept on file in the Finance Office. The initial list shall contain all properties currently included in BID 4. If a property no longer meets the criteria for inclusion in BID 4, the owner or proprietor of the hotel, motel, or lodging establishment shall provide the Finance Officer with a sworn, written statement setting forth the relevant change in property or operation that disqualifies the hotel, motel, or lodging establishment. The Finance Officer shall remove the hotel, motel, or lodging establishment if the statement shows the hotel, motel, or lodging establishment no longer qualifies for inclusion in BID 4.

2-7-3: New Properties within Business Improvement District Number 4:

Pursuant to SDCL 9-55-4, the City Council may add, by resolution, hotel, motel, or lodging establishment properties with 28 or more rooms which were not in operation or did not meet the occupancy threshold at the time of BID 4's creation.

2-7-4: Purpose of the District:

BID 4 is created for the purpose of funding 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.

2-7-5: Occupational Tax Imposed:

An occupational tax in the amount of \$2.00 per occupied night shall be imposed upon the above hotels, motels, or lodging establishments 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.

2-7-6: Duty to Account for Complimentary and Leased Rooms:

Each hotel, motel, or lodging establishment shall account for complimentary or leased rooms which are also subject to audit by the City, with records showing the reason rooms were provided on a complimentary basis or for a period of 28 days or more.

2-7-7: Computation and Collection of Occupational Tax:

The City Finance Officer is authorized to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to this ordinance shall be remitted by the 20th day of each month to the City, based on the previous calendar-month tax collections. Should the 20th day of the month fall on a Saturday, Sunday or a holiday observed by the City, the occupancy tax remittance shall be due on the first business day immediately following the 20th. The City Finance Officer or their designee shall be authorized to audit the books, ledgers, or franchise reports of any hotel, motel, or lodging establishment subject to the terms of this ordinance, including the right to inspect daily reports of such hotels and motels so as to ensure that any occupancy tax is properly remitted to

the City. The City may seek injunctive relief against any hotel, motel, or lodging establishment which does not remit the proper amount of tax monies when due. Each hotel, motel, or lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or their designee.

2-7-8: Certified Report Required along with Occupation Tax Payment:

Any business governed by this ordinance shall certify with the remittance of tax imposed by this ordinance that the accounting of rooms rented is accurate and the tax payment made is accurate according to the business records. Any business governed by this chapter shall sign a sworn statement, to be submitted along with the remittance of any tax imposed by this chapter on or before the 20th day of each month, stating as follows:

"I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed _____ Dated _____ Title _____"

2-7-9: Failure to Pay Occupational Tax:

All remittances of occupancy tax collected pursuant to this article shall be due and received in the Office of the City Finance Officer no later than the 20th day following the month for which the occupancy tax remittances are due. All amounts that are not remitted as set forth above will be charged a late fee in the amount of ten percent of the total amount due.

Failure to remit such tax shall constitute a violation of this chapter which may be punishable by a fine of up to \$500.00 and/or imprisonment of up to 30 days. Any unpaid balance under this article shall constitute lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with property taxes and assessments.

The City shall have the ability to deny the issuance of permits or licenses or any renewals thereof to any business or premises that fails to conform to provisions of this article, including, but not limited to, building permits, malt beverage licenses, wine licenses and liquor licenses.

Nothing with this provision shall be construed as limiting any other rights which the City has or may pursue in seeking collection of monies not paid under the terms of this chapter. In the event this tax becomes subject to supervision by the State through the State's department of revenue, any rights which the City has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

2-7-10: Payment of Fees:

In the event legal action is required to collect any delinquent assessments, if there is a tax that has not been paid in accordance with this ordinance, the hotel, motel or lodging establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax.

2-7-11: Costs Incurred by the City in Administering the Occupational Tax:

All costs incurred by the City of the City Finance Officer pursuant to this article shall be paid from occupancy taxes collected under this article. Administrative costs are not to exceed two percent.

2-7-12: Business Improvement District Number 4 Board:

There is hereby continued, as has been previously established pursuant to SDCL Chapter 9-55, a Business Improvement District Number 4 Board.

A. Composition.

1. The BID 4 Board shall consist of 7 members. The Mayor and a council representative shall constitute 2 members of the BID 4 board and shall not be subject to term limits. In addition to the Mayor and council representative, the BID 4 board shall also consist of 5 additional members, appointed by the Mayor with the approval of the City Council. Persons who are eligible to fill the 5 additional member seats of the BID 4 Board must be property owners, residents, business operators, or users of space within the business area to be improved, and will consist of:

- a. Three hoteliers from within BID 4; and
- b. Two other eligible persons who are not hoteliers.

- B. Terms. All members of the Board shall be appointed to serve a 3-year term. A member of the Board may serve consecutive terms if so appointed by the Mayor and Council. The terms for the 5 non-city members shall initially be staggered so that 1 member serves a full 3-year term, 2 members serve 2-year initial terms, and 2 members serve 1-year initial terms.

- C. Vacancies. The Mayor, with the approval of the City Council, shall fill any vacancy of members for the remainder of the term vacated.

- D. Officers. The BID 4 Board shall annually select from its members a chair, vice chair, and secretary.

- E. Compensation. All members of the Board shall serve as such without compensation, except for actual expenses, which shall be subject to approval of the City Council.
- F. Powers of the board. The primary duty of the BID 4 board is to recommend a budget for the use of BID proceeds to the City Council. The use of BID 4 proceeds is limited to the purposes provided under Section 4 above. The BID 4 board shall be authorized to take such actions necessary to carry out the appropriated expenditures included in the Council's approved budget for BID 4, upon any such further restrictions the Mayor and Council may provide during the budget approval process.

2-7-13: Severability:

Should any section, clause or provision of this ordinance be declared invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.

2-7-14: Reporting:

The BID #4 Board will provide annual reports of their activities to the City Council.

Section 3.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and, unless the referendum is invoked, this ordinance shall become effective January 1, 2024.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2023.

Robert B. Everson, Jr. – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

Business Improvement District #4 Board Minutes
City Council Chambers, City Hall, 612 N. Main Street
August 15, 2023

1. Call to Order

The meeting was called to order at 11:00. Members present were: Jason Bradley, Austen Iverson (Corn Palace Inn), Sam Chaudhari (Quality Inn), Andy Chaudhari (Thunderbird Lodge), and Tim Smith. City staff present were Justin Johnson, Stephanie Ellwein, and Aaron Hieb.

2. Elect Chair & Vice Chair of Board.

Motion was made by Tim Smith, seconded by Sam Chaudhari to cast a unanimous ballot with Jason Bradley as Chairperson, and Austen Iverson as Vice-Chairperson.

3. Consider Recommendation on Ordinance to Establish Business Improvement District #4.

Board members discussed the draft ordinance for BID 4. The ordinance would implement a business improvement district for hotels within the City limits at \$2.00 per room per night. The Business Improvement District Board would then propose a budget that would allocate those funds on an annual basis. After discussion, the BID board discussed changing the ordinance so that it would apply to all hotels versus those hotels with at least 28 rooms. A motion was made by Iverson, seconded by Bradley to recommend that the City Council adopt the proposed ordinance with a recommendation that it apply to all hotels and that it not have a per room exclusion.

The Business Improvement Board also asked staff to relay to the City Council that City should look at removing barriers to short term rentals, and that the City look into licensing formats so that they can also financially contribute to the efforts to bring events and people to Mitchell.

4. Adjourn

There being no other business, the meeting adjourned at 11:30 am.

AFFIDAVIT OF MAILING

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF DAVISON)

Michelle Bathke, being first duly sworn on oath, deposes and says:

That I am the Finance Officer for the City of Mitchell, SD; that on the 28th day of August, 2023, at Mitchell, Davison County, South Dakota, I personally mailed a true and correct copy of the NOTICE OF HEARING relating to Resolution of Intent R2023-61 (BID 4) to each of the following named owners/occupants at their respective last know postal addresses as follows:

Americinn 1421 South Burr Street Mitchell, SD 57301	North Plains Developers LTD Partnership c/o Dennis Shawd 123 South Main Street STE 200 Aberdeen, SD 57401
Comfort Inn & Suites 2020 Highland Way Mitchell, SD 57301	Midwest Motels of Mitchell II LLC c/o Don Petersen PO Box 1025 Mitchell, SD 57301
Corn Palace Inn 1001 South Burr Street Mitchell, SD 57301	Iverson Chrysler Center Inc c/o Mark Limberg 600 South Burr Street Mitchell, SD 57301
Days Inn 1506 South Burr Street Mitchell, SD 57301	Saina Mitchell LLC c/o Sachin Vinubhai Chaudhary 2189 Dakota Avenue South Huron, SD 57350
Hampton Inn 1920 Highland Way Mitchell, SD 57301	Thomsen Family LLC c/o Jerry Thomsen 1920 Highland Way Mitchell, SD 57301
Holiday Inn Express Hotel & Suites 810 East Spruce Street Mitchell, SD 57301	JPK TR Mitchell c/o James P. Koehler PO Box 15 Aberdeen, SD 57401
Kelly Inn & Suites 1010 Cabelas Drive Mitchell, SD 57301	Kelly Midwest Ventures Limited Partnership c/o Brenda Schmidt 3205 West Sencore Drive Sioux Falls, SD 57107
Motel 6	BHOLE LLC

1309 South Ohlman Street Mitchell, SD 57301	c/o Tushar Shah 402 Battle Mountain Avenue Hot Springs, SD 57747
Quality Inn 1221 South Burr Street Mitchell, SD 57301	Shree Radhe Hospitality LLC c/o Sanjay Chaudhari 1221 South Burr Street Mitchell, SD 57301
Rodeway Inn 1313 S Ohlman Street Mitchell, SD 57301	Ashiq and Saleem LLC c/o Humza Abid 205 SD-37 Parkston, SD 57366
Super 8 Motel 1700 South Burr Street Mitchell, SD 57301	Eight West LLC c/o Rikesh Patel PO Box 423 Vermillion, SD 57069
Thunderbird Lodge 1601 South Burr Street Mitchell, SD 57301	Radhe LLC c/o Tushar Shah 402 Battle Mountain Avenue Hot Springs, SD 57747

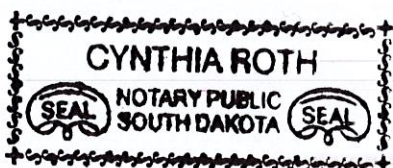
Affiant further says that each of said copies was securely enclosed in an envelope addressed respectively to each of said recipients as above stated, with the postage thereon as first class mail fully prepaid and was then deposited by affiant for mailing in the place provided for receiving first class mail in the United States Post Office at Mitchell, South Dakota, and that there is regular United States mail communication between the place where each of said copies was mailed and the place to which each was addressed.

Michelle Bathke
Michelle Bathke – Finance Officer

Subscribed and sworn to before me this 28th day of August, 2023.

(seal)

Cynthia Roth
Notary Public- South Dakota
My commission expires: 11-03-2023



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.

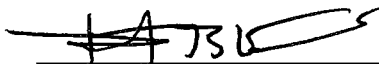
Section 4. The initial appointments to the board shall be as follows:

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.

Adopted by the Mitchell, South Dakota City Council in regular session this 7th day of August, 2023, with:

8 votes cast in favor of adoption,
0 votes cast against adoption, and
0 votes abstaining.



Robert B. Everson, Jr., Mayor

Attest:



Michelle Bathke – City Finance Officer

(seal)

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 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).
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.

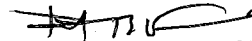
5. The following costs are estimated for the items described in Section 3 and shall be paid by the following method:

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 21st day of August, 2023, with:

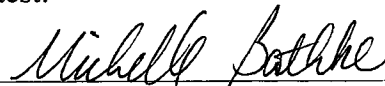
8 votes cast in favor of adoption,
0 votes cast against adoption, and
0 votes abstaining.



Robert B. Everson, Jr. – Mayor

Attest:

(seal)



Michelle Bathke – City Finance Officer