



City Council Meeting Agenda

City Council Chambers, City Hall, 612 N. Main Street
November 6, 2023

- 1. 5:30 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Word of Life**
- 4. Roll Call**
- 5. Executive Session According to SDCL 1-25-2 (3) Legal**
- 6. 6:00 P.M. Reconvene in Regular Session**
- 7. Approval Of Consent Agenda Items**
 - Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.*
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplements**
 - E-911 Fund in the amount of \$10,739.76 from grant fund
 - E-911 Fund in the amount of \$4,179.00 from grant funds
 - D. Raffle Permits**
 - E. Authorize Creation of Special Revenue Funds**
 - 202-Corn Palace Fund
 - 230-Airport Fund
 - F. Authorize Designating \$1,750,000 in General Fund Reserves Towards Future Capital Projects**
 - G. Change Order #1 to Top Grade Concrete, LLC for Concrete Project #2023-4**
 - H. Set date of November 20th, 2023 on the following Alcohol License Applications**
 - a. On the application to transfer RL-28511 Retail (On Sale) Liquor License from V.V. Inc dba The Garage, 909 North Ohlman Suite #3 to MG Oil Company dba Jokerz Casino Mitchell-3, 716 N Rowley St, Suite A3
 - b. On the application to transfer RL-5756 (On Sale) Liquor License from Melissa Tuttle dba Love Every, LLC, 1525 W Havens Ave to Flats on Havens, LLC dba Flats on Havens, LLC, 1525 W Havens Ave
 - I. Approval of Gasoline & Fuel Quotes**
 - J. Pay Estimates**
 - K. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize**

**Payment of Recurring and Other Expenses in Advance as Approved by the
Finance Officer**

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

9. Citizens Input

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

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

A. Action to Set Date for Board of Adjustment Hearing 11-20-23

Jaun'l Gibson has applied for a conditional use permit to operate a Family Residential Daycare; located at 613 E 3rd Ave, legally described as Lot 4, Block 37, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

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

12. Action to Approve Special Event Permit Application Mitchell Food Pantry Turkey Giveaway on Saturday, November 18th, 2023

13. Action to Approve Agreement #A2023-38, Electric Vehicle Chargin Station (EVCS) Host Agreement

14. Action to Approve Agreement #A2023-39, Electric Vehicle Charging Station (EVCS) Easement

15. Action to Approve Agreement #A2023-51, Participation in Regional Water Supply Plan with Randall Community Water District

16. Action to Approve Agreements between the City of Mitchell & Burlington, Northern, & Sante Fe (BNSF) Railroad for the Spruce Street Project

- Agreement #A2023-52, Easement on Spruce Street
- Agreement #A2023-53, Sidewalk Construction & Maintenance Agreement

17. First Reading on Ordinance #O2023-09, 2024 Annual Apropriation Ordinance

18. Hearing & First Reading on Ordinance #O2023-10, Rezoning 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 from HB Highway Business District to UD Urban Development District

19. Hearing & First Reading on Ordinance #O2023-11, Rezoning 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 from UD Urban Development District to Lot S, Maui Farms Second Addition Planned Development District

- 20. Hearing & First Reading on Ordinance #O2023-12, Amending Lot S, Maui Farms Second Addition Planed Development District**
- 21. Motion to Enter into Executive Session According to SDCL 1-25-2 (3) Legal**
- 22. Adjourn**

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

WORK SESSION OF THE CITY COUNCIL
MITCHELL, SOUTH DAKOTA

October 16, 2023
5:30 P.M.

PRESENT: Mayor Bob Everson, Marty Barington, Mike Bathke, John Doescher,
Tim Goldammer, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT:

PRESIDING: Council President Kevin McCardle

REVIEW:

The City Council met October 16, 2023 for a budget work session in the Council Chambers of City Hall. The City Council reviewed previously discussed budget items. The first reading of the proposed budget will be held on November 6, 2023.

Council President McCardle recessed the work session at 6:00 p.m. for the regular City Council meeting and reconvened at 8:30 p.m.

ADJOURN:

There being no further business to come before the meeting, Council President McCardle adjourned the work session at 8:57 p.m.


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

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

**October 16, 2023
6:00 P.M.**

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

ABSENT:

PRESIDING: Mayor Bob Everson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council October 2, 2023.
- b. Committee Reports
 - 1. Planning Commission September 25, 2023,
 - 2. Planning Commission October 10, 2023 (unsigned),
 - 3. Historic Preservation Commission April 27, 2023, and
 - 4. Historic Preservation Commission October 4, 2023 (unsigned).
- c. Department Reports
 - 1. Sales Tax Collections (September),
 - 2. Finance (September),
 - 3. Building Permits (September),
 - 4. Police (September),
 - 5. Fire/EMS (September),
 - 6. Code Enforcement (September),
 - 7. Palace Transit (September),
 - 8. Water (September), and
 - 9. Airport (September).
- d. MADC Quarterly Report.
- e. Raffle Permits
 - 1. Mitchell Area Council of the Arts with the drawing to be held November 11, 2023,
 - 2. St. John Paul II with the drawings to be held weekly January 19-February 16, 2024, and
 - 3. Big Friend Little Friend with the drawing to be held February 3, 2024.
- f. Pay Estimates October 16, 2023
 - Pay Estimate #1 in the amount of \$8,666.66 for Airport Snow Removal #2019-53R2 contracted to Quality Cut Lawn & Snow,

Pay Estimate #27 in the amount of \$3,719.63 for AIP '28 Airport ALP/Master Plan contracted to Helms & Associates,
 Pay Estimate #5 in the amount of \$639,404.79 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West,
 Pay Estimate #4 in the amount of \$2,583.00 for Above Ground Storage Tank #2020-20 contracted to GeoTek Engineering,
 Pay Estimate #18 in the amount of \$3,628.40 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering,
 Pay Estimate #11 in the amount of \$50,822.50 for Recycling Building #2021-30 contracted to Helms & Associates,
 Pay Estimate #16 in the amount of \$732,790.00 for WWTP Improvements #2021-31 contracted to PKG Contracting,
 Pay Estimate #10 in the amount of \$1,484.00 for WWTP Improvements #2021-31 contracted to GeoTek Engineering,
 Pay Estimate #23 in the amount of \$110.00 for Recreation Center Fitness Room-Phase II #2021-50 contracted to Schemmer,
 Pay Estimate #1 in the amount of \$93,195.00 for Cadwell Parks Crows Nest & Shade Structure #2022-34 contracted to Rexwinkel Concrete, and
 Pay Estimate #5 in the amount of \$1,400.00 for Gun Range #2023-01 contracted to Civil Design.

g. 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 SEPTEMBER 17, 2023 – SEPTEMBER 30, 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 \$13,408.74, Human Resources \$3,975.10, Municipal Building \$3,369.61, Information Technology \$3,053.20, Police \$75,287.35, Traffic \$4,572.40, Fire \$37,940.65, Street \$30,580.15, Public Works \$23,928.51, Cemetery \$6,674.07, Library \$17,943.64, Recreation & Aquatics \$8,382.60, Recreation Center \$16,832.65, Sports Complexes \$10,632.61, Parks \$17,391.54, Supervision \$6,081.70, E911 \$21,175.30, MVP \$536.27, Palace Transit \$29,499.69, JVCC \$1,716.88, Nutrition \$4,335.16, Water Distribution \$16,266.95, Sewer \$12,490.49, Airport \$2,868.48, Recycling Program \$6,633.01, Waste Collection \$6,694.05, Landfill \$9,277.16, Corn Palace \$20,563.15, Golf Course \$6,295.66, Campground \$2,276.40, Emergency Medical Services \$33,662.32

NEW HIRES:

CADWELL CONCESSIONS: Matthew Johnson-\$12.80

RECREATION CENTER: Hannah Meadwell-\$10.80, Hallie Schmidt-\$10.80

SPORTS COMPLEXES: Hunter Hufstutler-\$12.80, Sean Pinkerton-\$12.80

SALARY ADJUSTMENTS:

E-911: Mary Aronson-\$29.101

FIRE: Justin Adams-\$26.743

PALACE TRANSIT: George Streetman-20.815

RECREATION CENTER: Todd Cavanaugh-\$30.537

WARRANTS: A-Ox Welding Supply, Service Charge-\$293.21; AAA Collections, Collection Fees-\$20.00; Accounts Management, Garnishment-\$387.79; Advance Auto Parts, Supplies-\$8.27; AFSCME Council 65, Union Dues-\$604.80; AK Athletic Equipment, Equipment-\$1,308.10; Alex Air Apparatus 2, Professional Service-\$650.00; All American Towing, Tow-\$240.00; Amazon Capital Services, Supplies-\$672.88; Aqua-Pure, Supplies-\$2,362.50; Aramark, Supplies-\$484.74; AT&T Mobility, Utilities-\$521.20; Atv Holdings, LLC DbA Mitchell Telecom, Utilities-\$2,769.75; Avera Patient Financial Service, Physicals-\$640.77; Avera Queen of Peace Hospital, Supplies-\$385.75; B-Y Water District, Utilities-\$112,484.98; Baker & Taylor, Books-\$419.21; Barr Engineering, 2021-20 P.E. #PH2-18-\$3,628.40; Beacon Athletics, Supplies-\$1,493.00; Bender's Sewer Cleaning, Maintenance-\$9,224.20; Best Western Ramkota Hotel, Travel-\$783.93; Big Daddy D's, Contract Services-\$2,210.00; Blackstone Publishing, Supplies-\$9.00; Blackstrap, Supplies-\$7,629.58; Brooks Oil, Supplies-\$2,490.00; Builders First Source, Supplies-\$969.00; C&B Operations, Supplies-\$59.71; C&D Pedal Pulls, Entertainment-\$4,000.00; Carquest Auto Parts, Supplies-\$1,028.53; CDW Government, Supplies-\$48.98; Central Electric, Utilities-\$708.00; Century Link, Utilities-\$58.94; Charlotte Mayer, Re-Tree Program-\$200.00; Chesterman, Supplies-\$854.70; CHS Farmers Alliance, Supplies-\$267.22; Cindy's K9 Treats, Supplies-\$465.00; City of Mitchell, Hotel Tax September-\$574.50; Civil Design, 2023-1 P.E. #5-\$1,400.00; CK Bicycles & Locks, Supplies-\$12.00; Coborns, Contract Services-\$577.50; Commercial Asphalt/Spencer Quarries, Supplies-\$10,014.14; Connections, 2023 Training-\$2,334.15; Core & Main, Supplies-\$2,753.52; Core-Mark Midcontinent, Supplies-\$1,455.43; Corn Palace, Supplies-\$14.75; Corporate Translation Service, Translation Service-\$192.05; County Fair, Contract Services-\$1,171.50; Craig Pfann, Refund-\$150.00; CTM Services, Supplies-\$214.42; Dakota Counseling, 2023 Allocation-\$3,250.00; Dakota Data Shred, Supplies-\$323.36; Dakota Fluid Power, Supplies-\$2,279.78; Dakota Heartland Development, 2023 4th Quarter Allocation-\$6,250.00; Dakota Supply Group, Supplies-\$213.22; Darrington Water Conditioning, Rental-\$37.80; Davison Rural Water Systems, Utilities-\$74.35; Demco, Supplies-\$243.89; Department of Agriculture, Solid Waste Fee-\$2,842.02; Department of Motor Vehicle, Supplies-\$26.70; Department of Social Services, Child Support-\$864.46; Dick's Body Shop, Maintenance-\$185.00; Dimock Dairy, Supplies-\$175.50; Doug Cunningham, Supplies-\$35.00; Elfstrand's Ace Hardware, Supplies-\$249.00; Emergency Education, Training-\$3,080.00; Emme Sand & Gravel, Supplies-\$1,600.70; Forum Communications, Advertising-\$25.84; Galls, Supplies-\$306.00; Gary Kristensen, Refund-\$694.39; Geotek Engineering & Testing, 2020-20 P.E. #4-\$4,067.00; Golden West Technologies, Monitoring-\$225.00; Graham Tire, Maintenance-\$265.71; Great Western Tire, Repair-\$3,561.66; Guardian Alliance Technologies, Background Check-\$50.00; Hawkins, Supplies-\$50.00; Helms and Associates,

2021-30 P.E. #11-\$54,542.13; Henry Schein, Supplies-\$1,295.44; Holiday Inn Hotel & Convention Center, Travel-\$1,045.08; Howes Oil, Supplies-\$3,600.00; ICan, Advertising-\$750.00; Ideag, Deposit Refund-\$2,000.00; Ingram Library Services, Books-\$679.82; Innovative Office Solution, Supplies-\$57.02; Interstate Office Products, Supplies-\$76.21; Janis Rezac, Refund-\$50.56; JCL Solutions, Supplies-\$300.00; JGE Inc DBA Bobcat of Aberdeen, Supplies-\$335.90; Jill Dejong, Refund-\$48.00; Joelle Dammann, Training-\$230.52; John Badker, Training-\$272.00; Johnson Bros of South Dakota, Supplies-\$406.00; Jones Supplies, Supplies-\$1,296.17; Josh's Tools, Supplies-\$28.75; Kimball-Midwest, Supplies-\$102.60; Krohmer Plumbing, Maintenance-\$1,115.92; Lakeview Veterinary Clinic, Monthly Fee-\$927.57; Larry's I-90 Service, Repair-\$221.30; Liz Kitchens, Travel-\$313.48; M&T Fire and Safety, Testing-\$3,161.51; Make it Mine Designs, Supplies-\$98.75; Maximum Promotions, Repair-\$53.00; McLeod's Printing, Supplies-\$4,144.68; Menard's, Supplies-\$1,778.00; Mettler Implement, Repairs-\$856.34; Michelle Bathke, Travel-\$316.54; Mid States Audio, Service Call-\$567.85; Midcontinent Communication, Advertising-\$1,253.31; Mitchell Area Development, 2023 4th Quarter Allocation-\$41,750.00; Mitchell Convention & Visitors Bureau, Oct 2023 Funding-\$20,800.00; Mitchell Iron & Supply, Supplies-\$64.57; Mitchell Main Street and Beyond, 2023 4th Quarter Allocation-\$8,750.00; Mitchell Prehistoric Indian Village, 2023 4th Quarter Allocation-\$3,250.00; Mitchell United Way, Deductions-\$224.50; Morgan Taylor, Travel-\$82.00; Muth Electric, Supplies-\$1,915.47; Napa Central, Supplies-\$320.47; Newman Signs, Supplies-\$568.36; Northwestern Energy, Utilities-\$66,381.33; One Source The Background, Background Check-\$274.00; Overdrive, Ebook-\$43.99; Overtime, Contract Services-\$2,637.00; Pepsi Cola, Supplies-\$701.12; Peterbilt of Sioux Falls, Supplies-\$2,024.03; PKG Contracting, 2021-31 P.E. #16-\$732,790.00; Porter Distributing, Supplies-\$114.60; Premier Pest Control, Supplies-\$275.00; Prime Insurance, Refund-\$150.00; Proseal, Supplies-\$3,240.00; Qualified Presort, Postage-\$293.49; Quality Cut Lawn & Tree Service, 2019-53R2 P.E. #1-2023-\$8,666.66; Rexwinkel Concrete, 2022-34 P.E. #1-\$93,195.00; Rice Lake West, 2020-20 P.E. #5-\$639,404.79; Robert B Everson Jr., Travel-\$339.09; Runnings Supply, Supplies-\$1,221.63; S & M Printing, Supplies-\$148.50; Saga Communications of South Dakota, Advertising-\$1,311.40; Sanford Health, Programming Services-\$355.00; Sanitation Products, Supplies-\$63.38; Schemme, 2021-50 P.E. #23-\$110.00; Schmucker, Paul, Nohr & Associates, Document Research-\$955.00; Schoenfelder Portables, Rental-\$100.00; Scott Supply, Supplies-\$742.41; South Dakota Department of Public Safety, Service Contract-\$1,608.00; South Dakota Retirement System, Retirement Contributions-\$57,326.98; South Dakota Supplemental Retirement, Supplemental Retirement-\$2,874.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,271.00; Shannon Sandoval, Travel-\$428.00; Shellback Tactical, Supplies-\$2,469.90; South Dakota 811, Supplies-\$191.10; Standard Insurance, Life Insurance-\$431.43; Staples, Supplies-\$551.39; Stephanie Ellwein, Travel-\$407.19; Stop Stick, Supplies-\$153.00; Stryker Sales, Supplies-\$964.08; Sturdevants Auto Value Mitchell, Supplies-\$368.00; Subway, Meals-\$15.98; Teamsters Local No. 120, Union Dues-\$1,593.00; The Dugout, Contract Services-\$1,617.00; Thomson Reuters - West, Subscription-\$800.80; Thune True Value & Appliance, Repair-\$108.22; Tim's Cutting Edge, Supplies-\$144.00; TMA Stores, Supplies-\$730.00; Transwest Trucks of Sioux Falls, Repairs-\$492.98; United Laboratories, Supplies-\$1,886.42; UPS Store #4227, Postage-\$67.57; US Bank, Sales Tax-\$550.00; Verizon Wireless, Utilities-\$756.35; Vern Eide Ford, Repair-\$2,067.57; Walmart/Capital One, Supplies-\$16.98; Wheelco Brake & Supply, Supplies-\$1,281.49; Wholesale Electronics, Supplies-\$24.82; South

Dakota Department of Revenue, Sales Tax Payment-\$20,935.47.

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

CITIZENS INPUT:

Mayor Everson recognized Zach North, Adult Services Librarian, for being awarded the New Librarian of the Year from the South Dakota Library Association.

Mitchell resident, Jordan Hanson, informed council and the public that there would be a lake debate at 7:00 p.m. on Monday, October 23rd.

Corn Palace Director, Doug Greenway, stated the flu clinic will be held at the Corn Palace on Tuesday, October 17th.

BOARD OF ADJUSTMENT:

Moved by Tjarks, seconded by Goldammer, 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 Zion Lutheran Church for a conditional use permit to operate a religious institute (church fellowship hall and office space) located at 601, 605, and 611 East 4th Avenue, legally described as Lots 5-7, Block 32, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application. Moved by Tjarks, seconded by Goldammer, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Zion Lutheran Church for a variance permit for the following:

1. Side-yard setback along Burr Street of 17.5' vs 20' to account for the point of the building overhang.
2. Front-yard setback along the 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.

The property is located at 601, 605, and 611 East 4th Avenue, legally described as Lots 5-7, Block 32, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application. Moved by Goldammer, seconded by Bathke, to approve said application. Motion carried.

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

BOA APPEAL:

An appeal was heard from Jeffrey Bathke on the Board of Adjustment approval of the Jason Greenway variance located at 5740 Island Court. Bathke cited several reasons why this variance should be sent back to the Board of Adjustment and denied; including the variance violates zoning requirements, the variance request does not meet the hardship requirement, and the actions taken by the applicant when building on bare land. Greenway stated the lot is irregular and does not meet the minimum requirements in this development. Moved by Tjarks, seconded by Goldammer to uphold the variance granted by the Board of Adjustment. Smith stated he believes the hardship requirement has been met. Goldammer would like to see this variance granted due to the positioning of the house. Tjarks does not believe the decision is based on precedence. Tjarks also stated she has looked at properties many times in the past with builders/owners to see and observe the layout and does not feel like this should be a violation of code.

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

AWARD BID:

Bids were opened and read on Cadwell Booster Station Project #2023-19 on the 11th day of October, 2023. Moved by Sabers, seconded by Goldammer, to award, as follows:

**CADWELL BOOSTER STATION
PROJECT #2023-19**

605 Companies Inc., 700 East 65th Street, Sioux Falls, SD 57104

Bid Schedule A	\$359,412.00
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Motion carried.

CONSIDER APPROVAL:

Moved by Smith, seconded by Tjarks, to approve additional funds for Steve Donovan as the grant administrator for the city's North American Wetlands Conservation Fund Grant in an additional amount of \$20,000.00. Motion carried,

Moved by Smith, seconded by Tjarks, to approve Agreement #A2023-46, Amendment to Rodeo Lease. The provisions of this amendment relate to the rodeo foundation's ability to finance their improvements to the site. The provisions help establish who is the owner of those improvements and whether security interests attach to them, and what happens in the event improvements need

to be removed. In addition, the rodeo foundation also requested that the term of the lease be extended by 2 years to reflect the last two years where they have been unable to proceed with the improvements. They are also asking that the rent for the last 2 years be reduced from a total of \$15,000 to a total of \$500. Rent for the remainder of the term would remain at \$7,500 per calendar year.

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

Moved by Goldammer, seconded by McCardle, to approve Agreement #A2023-47, NAWCA Grant S&G Partnership Project. Motion carried,

Moved by Tjarks, seconded by Goldammer, to approve Agreement #A2023-48, NAWCA Grant Miskimins Ranch Project. Motion carried.

RESOLUTIONS:

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2023-73, Lots 2-A, 2-B, and 2-C, a Subdivision of Previously Platted Lot 2, all in Block 8 of Westwood First Addition, as follows:

RESOLUTION #R2023-73

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 10th day of October, 2023; and

WHEREAS, it appears from an examination of the plat of LOTS 2-A, 2-B AND 2-C, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 2, ALL IN BLOCK 8 OF WESTWOOD FIRST ADDITION IN THE NW 1/4 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 LOTS 2-A, 2-B AND 2-C, A SUBDIVISION OF PREVIOUSLY PLATTED LOT 2, ALL IN BLOCK 8 OF WESTWOOD FIRST ADDITION IN THE NW 1/4 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. j

Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by Barington, to approve Resolution #R2023-74, SHPO Findings in Relation to the Property at 514 N Main St, as follows:

RESOLUTION #R2023-74

**A RESOLUTION REGARDING SDCL SECTION 1-19A-11.1 FINDINGS
IN RELATION TO THE PROPERTY AT 514 N MAIN STREET**

WHEREAS, Bradley Theme LLC is the owners of certain real property at 514 N Main Street legally described as:

**Lots 14 & 15 & S 10' of Lot 16, Block 11, Rowley's 1st Addition, City of
Mitchell, Davison County, South Dakota.**

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

WHEREAS, Puetz Design + Build sought a building permit for the property on August 24, 2023.

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

WHEREAS, in consideration of such laws, the City of Mitchell did provide preliminary notice on of the status of the property, reports of its condition, and eventually proposed project of Puetz Design + Build plan to the State Historic Preservation Office (SHPO) received on August 25, 2023. The proposed project is a single-story building on Mitchell's Main Street. It is being converted from its current use as an office building to a grill & pub style restaurant with outdoor seating areas at ground level as well as rooftop seating. The building is currently brick on the North, East and South facades. The West facade has previously been altered with a stone stucco material that is in very poor condition. The current building features many window openings which will be maintained and improved from a historic viewpoint. Windows that have previously been boarded up will be restored to their original openings which is an improvement from its current state of CMU infill, broken glass, and HVAC unit additions.

WHEREAS, on October 10, 2023 SHPO issued its final determination that the proposed project will remove historic material from the building and does not meet Secretary of Interior's Standards for Rehabilitation. Therefore, SHPO has made the following determination that the proposal will damage historic property which is included in the National and State Registers of Historic Places, However, it appears that the proposal included planning to minimize harm to the historic resource.

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

WHEREAS, such a hearing by the City Council was scheduled, noticed, and held on October 16, 2023 during regular session and that at such hearing interested parties were afforded an opportunity to comment on the matter and the City Council did consider and discuss relevant facts relating to such demolition plan.

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

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

Bradley's Pub & Grille-514 N Main St-Plans
Bradley's Pub & Grille-514 N Main St-GIS
Bradley's Pub & Grille-514 N Main St-Historic Request Letter-8-29-23
Bradley's Pub & Grille-514 N Main St-State Case Report 9-25-23
Bradley's Pub & Grille-514 N Main St-11.1 Case_ReportForm-Signed
Bradley's Pub & Grille-514 N Main St-Case Report 10-10-23
Bradley's Pub & Grille-514 N Main St-Flow Chart

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

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Smith, to approve Resolution #R2023-76, Annexation 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 ½ of the West ½ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2023-76

ANNEXATION OF BLOCK ONE (1) AND TWO (2) OF MAUI FARMS SECOND ADDITION AND A PORTION OF SAM STREET, A SUBDIVISION OF PREVIOUSLY PLATTED LOT FOUR (4) IN THE EAST ONE HALF (E ½) OF THE WEST ONE HALF (W ½) OF SECTION THIRTY-ONE (31), TOWNSHIP ONE HUNDRED FOUR (104) NORTH, RANGE SIXTY (60), WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

WHEREAS, Maui Farms Inc has petitioned to annex the real property legally described as Block One (1) and Two (2) of Maui Farms Second Addition and a Portion of Sam Street, a Subdivision of Previously platted Lot Four (4) in the East One Half (E ½) of the West One Half (W ½) of Section Thirty-one (31), Township One Hundred Four (104) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota.

WHEREAS: Maui Farms Inc 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 exhibit 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.

Motion carried and resolution declared duly adopted.

Moved by Tjarks, seconded by Barington, to approve Resolution #R2023-77, Creating Tax Increment District 31 and Approving the Project Plan, as follows:

RESOLUTION R2023-77

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

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty-One (TID 31) and to define the district's boundaries; and

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

WHEREAS, the City of Mitchell Planning Commission held a hearing on October 10, 2023 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

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

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of October 16, 2023, the City of Mitchell Tax Incremental District Number Thirty-One (TID 31). TID 31 is legally described as follows:

LOT TWO A (2A), BLOCK ONE (1); LOT FOUR (4), BLOCK SEVEN (7); LOT TWENTY (20), BLOCK SEVEN (7); AND LOT TWENTY-ONE (21), BLOCK SEVEN (7), ALL IN WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60) WEST OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; AND

LOT ONE (1), BLOCK SEVEN (7) OF WESTWOOD FIRST ADDITION, LESS THE PORTION OF WEST 15TH AVENUE LYING WITHIN, A SUBDIVISION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60) WEST OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

UNPLATTED LOTS BOUNDED BY THE SOUTH BOUNDARY OF WEST 15TH AVENUE RIGHT-OF-WAY ON THE NORTH, THE WEST SIDE OF LOT ONE (1) ON THE EAST, THE NORTH SIDE OF LOT TWO (2) AND LOT TWENTY-ONE (21) ON THE SOUTH, AND THE EAST BOUNDARY OF NORTH OHLMAN STREET RIGHT-OF-WAY ON THE WEST; AND

WEST 15TH AVENUE RIGHT-OF-WAY FROM ITS WEST INTERSECTION WITH COMMERCE STREET, EXTENDING WEST TO THE CENTERLINE OF THE NORTH OHLMAN STREET RIGHT-OF-WAY; AND

THE EAST HALF OF THE NORTH OHLMAN STREET RIGHT-OF-WAY BEGINNING AT THE SOUTH PROPERTY LINE OF LOT TWENTY (20) TO THE SOUTH INTERSECTION OF WEST 15TH AVENUE RIGHT-OF-WAY; AND

COMMERCE STREET RIGHT-OF-WAY BEGINNING AT THE SOUTHERN
BOUNDARY OF LOT FOUR (4) AND EXTENDING NORTH TO A POINT
THIRTY-FIVE FEET (35') NORTH OF THE NORTH RIGHT-OF-WAY
BOUNDARY OF WEST 15TH AVENUE.

with a map showing said boundaries included in the Project Plan presented to Council on October 16, 2023.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 31 was held on October 10, 2023.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
 - a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
 - b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 31;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 31 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 31 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 31 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Thirty-One Fund (TID 31 Fund).
7. All tax increments collected pursuant to TID 31 shall be deposited into the TID 31 Fund.

8. All funds in the TID 31 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
10. The project plan is on file with the City of Mitchell Finance Officer.
11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Bathke voting nay. Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Barington, to approve Resolution #R2023-78, Authorizes Agreement #A2023-49 with the SD DOT and Designating the Mayor as the Authorized Representative to Execute and Sign All Documents for State Project NH-TA 0037(157)75, PCN 05UY, Highway 37 Improvement Project #2021-45, as follows:

RESOLUTION #R2023-78

A RESOLUTION AUTHORIZING AGREEMENT A2023-49 WITH THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE AND SIGN ALL DOCUMENTS

WHEREAS, the City of Mitchell (the "City") has determined it is in the City's best interest to proceed with a Utility Improvement and Shared Use Path project in conjunction with the South Dakota Department of Transportation (State); and

WHEREAS, the State wishes to construct urban grading, curb and gutter, ADA compliance, signals, storm sewer, lighting, PCC surfacing, replacement of bridge structure, and a shared use path for State Project NH-TA 0037(157)75, PCN 05UY; and

WHEREAS, the City wishes to construct water and sewer improvements in conjunction with State project; and

WHEREAS, the State will let the Projects; and

WHEREAS, the City will assume maintenance responsibilities for the Shared Use Path as described in the agreement; and

WHEREAS, the City will reimburse the State for applicable costs within 30 days of receipt of invoice from the State; and

WHEREAS, it is necessary to designate an authorized representative to execute and submit applications on behalf of the City and to certify and sign payment requests,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves Agreement A2023-49 as attached to this resolution.
2. The Mayor of the City of Mitchell is hereby authorized to execute and deliver such documents and perform all acts necessary to effectuate the proposed work.

The Mayor of the City of Mitchell is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign documents for the project.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Smith, seconded by Barington, to place Ordinance #O2023-07, an Ordinance Establishing Business Improvement District #4 on second reading. Motion carried. Moved by Tjarks, seconded by McCardle, to adopt Ordinance #O2023-07, an Ordinance Establishing Business Improvement District #4, as follows:

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.

2-7-15: Dissolution of the District:

BID 4 may be dissolved pursuant to SDCL 9-55-22, however there shall be no requirement that the revenue collected from the tax be used only for the promotion of the district in order for a majority of landowners to petition for dissolution.

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.

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

REVIEW:

City Administrator Stephanie Ellwein and Mitchell Main Street & Beyond reviewed the Railroad and Main Streetscape Design proposal. Moved by Goldammer, seconded by Tjarks, to support the project as presented. Motion carried.

PRESENTATION:

A representative of Brosz Engineering reviewed the 2023 Bridge Inspections. The 3 bridges inspected were the Canal Bridge, Sanborn Bridge, and Foster Street Bridge.

ADJOURN:

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

A handwritten signature in cursive script, reading "Michelle Bathke", written over a horizontal line.

Michelle Bathke
Finance Officer

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

October 23, 2023
5:30 P.M.

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

ABSENT:

PRESIDING: Mayor Bob Everson

EXECUTIVE SESSION:

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

Mayor Everson declared the board out of executive session at 5:40 p.m. and the City Council to reconvene in regular session at 5:41 p.m.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Tjarks, to approve the purchase agreement for Tract #1 in the amount of \$60,000.00 to bidder #67-Grant Johnson. Motion carried.

Moved by Tjarks, seconded by Barington, to approve the purchase agreement for Tract #2 in the amount of \$175,000.00 to bidder #50-Larry Crane or Assignee. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve the purchase agreement for Tract #3 in the amount of \$160,000.00 to bidder #52-Jeremy Jensen. Motion carried.

Moved by Goldammer, seconded by McCardle, to approve the purchase agreement for Tract #4 in the amount of \$175,000.00 to bidder #51-Larry Fredericksen. Motion carried.

Moved by Barington, seconded by Smith, to approve the purchase agreement for Tract #5 in the amount of \$180,000.00 to bidder #60-Gary Endorf and John Scott. Motion carried.

Moved by Goldammer, seconded by McCardle, to approve the purchase agreement for Tract #6 in the amount of \$200,000.00 to bidder #73-Boyd Reimnitz. Motion carried.

Moved by McCardle, seconded by Bathke, to approve the purchase agreement for Tract #7 in the amount of \$45,000.00 to bidder #62-Calvin Anderson. 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
October 10, 2023

1. Call to Order

Chairperson Larson called the October 10, 2023 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Genzlinger, Jirsa (telephonically), Larson, Osterloo, Penney (telephonically).

Absent: Doescher, Schmitz, Sonne

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

3. Declaration Of Conflicts Of Interests

Genzlinger item #7 & #8.

4. Approve Agenda

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

5. Approval of Previous Minutes: September 25, 2023

Motion by Osterloo, seconded by Genzlinger to approve the proposed minutes of the September 25, 2023 Planning Commission meeting. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – absent, Sonne – absent. 5 aye, 0 nay, 2 absent; motion carried.

6. Schedule Next Meeting: October 23, 2023

Motion by Genzlinger, seconded by Osterloo to set the date for the next Planning Commission meeting for October 23, 2023. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – absent, Sonne – absent. 5 aye, 0 nay, 2 absent; motion carried.

7. Conditional Use Permit: Zion Lutheran Church

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was 1 letter received in favor. The applicant was present to answer questions.

Jenniges said this item and the next can be discussed at the same time as they are related, so Jenniges went over the variance for the proposed addition to the church. He also noted that the front of the church is actually the alley side and the street side is the rear yard. Both setbacks are 25' per code.

Jirsa stated he thought it would be pretty rare for both places to be occupied at the same time.

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

8. Variance Permit: Zion Lutheran Church

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was 1 letter received in favor. The applicant was present to answer questions.

Shannon Sandoval, owner of 615 E 4th Ave, noted that there is no contract yet on his house. He questioned the east side yard setback. It was noted that the required side yard setback is 3' but the church is 7' from the property line. There is a fence there and he would like that to stay.

Eric Schram, representing Zion Lutheran Church, went over the phased/future drawings of the block. They have right of first refusal on a couple of lots, not with Sandoval's, but they are showing the possibility of getting it and putting a classroom addition on the building. They currently have enough classrooms. This is just for future planning 30 to 40 years down the road. There is parking figured into another phase where they have the right of first refusal. That parking would actually be utilized for the "church" portion and the existing church parking would be used for the church fellowship hall.

Motion by Osterloo, seconded by Jirsa to recommend approval of the variances. Roll call

vote: Genzlinger – abstain, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – aye, Schmitz – absent, Sonne – absent. 4 aye, 0 nay, 2 absent, 1 abstain; motion carried.

Penney left the meeting at 12:15 P.M.

9. Plan Approval: Bankwest, 1200 E Spruce St, zoned HB Highway Business

Jenniges explained Bankwest is building a new building just to the north of their existing building. Jenniges went over the plans presented to the board for their approval.

The applicant was not present to answer questions.

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

10. Plan Approval: Truck Armor, 2424 W Havens, zoned HB Highway Business

Jenniges explained the applicant would like to put an addition to their building for cold storage. It is over 50' wide so it will have to be a stamped structural building. It is being built over gravel, so the ground is already non-poris. Access and drainage are to the south.

The applicant was present to answer questions.

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

11. Plat: Lots 2-A, 2-B and 2-C, a subdivision of previously platted Lot 2, all in Block 8 of Westwood First Addition; as requested by Jensen Capital & Development LLC

Jenniges explained the applicant is subdividing an existing lot to build duplexes on. The new plats meets zoning ordinance requirements.

The applicant was not present to answer questions.

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

12. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #31

Justin Johnson noted that MADDC is the developer for this TIF and the TIF will get 15th Ave constructed. Staff did a review of the project and it met all city and state guidelines. He noted the infrastructure costs for the bid came in lower than the estimates. There has been discussion if interest can be used in project costs and that may change by the time council sees it.

Ellwien noted that there were only minor changes to the plan after staff reviewed it and that this is a good way to complete 15th Ave. This TIF does overlap with county TIF 2, which will pay off in 6 or 7 years and then the whole increment will go towards this TIF.

Genzlinger questioned the irregular shape of the TIF. Ellwein answered that rights-of-way were needed to connect the lots to help capture enough increments. At this time there is no planned development north of 15th Ave and it would have to be completed within 5 years.

Putting 15th Ave in will make north of 15th Ave more marketable and they could come back for another TIF at that time.

Don Petersen, representing MADC, said one of the major contributors to the TIF is Echo.

They are planning to build a 20,000 to 25,000 square foot building. They needed more access to the building and that's what this TIF does by completing 15th Ave. By expanding to this new location, Echo will have 12 to 15 more employees. He noted that they intend to move the interest to not eligible project cost for reimbursement for the council meeting.

Motion by Genzlinger, seconded by Oster, to set the boundaries for TIF District #31 which is laid out on page 79 of 81 of the packet and page 39 of the TIF application to include the following:

Lot Two A (2A), Block One (1); Lot Four (4), Block Seven (7); Lot Twenty (20), Block Seven (7); and Lot Twenty-one (21), Block Seven (7), all in Westwood First Addition, a Subdivision of the Southwest Quarter (SW ¼) of section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., City of Mitchell, Davison County, South Dakota; and

Lot One (1), Block Seven (7) of Westwood First Addition, less the portion of west 15th Avenue lying within, a Subdivision of the Southwest Quarter (SW ¼) of section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., City of Mitchell, Davison County, South Dakota

Unplatted lots bounded by the south boundary of West 15th Avenue right-of-way on the north, the west side of Lot One (1) on the east, the north side of Lot Two (2) and Lot Twenty-one (21) on the south, and the east boundary of North Ohlman Street right-of-way on the west (upon completion and approval of a recently submitted plat, the above real property is anticipated to be legally described as Lot 22, Block 7 of Westwood First addition, and a portion of West 15th Avenue, a subdivision of the west ½ of Section 16, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota); and

West 15th Avenue right-of-way from its west intersection with Commerce Street, extending west to the centerline of the North Ohlman Street right-of-way; and

The east half of the North Ohlman Street right-of-way beginning at the south property line of Lot Twenty (20) to the south intersection of West 15th Avenue right-of-way; and

Commerce Street right-of-way beginning at the southern boundary of Lot Four (4) and extending north to a point Thirty-Five feet (35') north of the north right-of-way boundary of West 15th Avenue.

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

Motion by Genzlinger, seconded by Osterloo to approve the project plan and recommend approval of TIF District #31. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – absent, Sonne – absent. 4 aye, 0 nay, 3 absent; motion carried.

13. Other Business:

None.

14. Public Input:

None.

15. Adjourn

Chairperson Larson adjourned the meeting at 12:32 P.M.

A handwritten signature in blue ink, appearing to read "Kevin Genzlinger".

Kevin Genzlinger
Planning Commission Vice-Chairperson



Planning Commission Minutes
City Council Chambers, City Hall, 612 N. Main Street
October 23, 2023

1. Call to Order

Vice-Chairperson Genzlinger called the October 23, 2023 City Planning Commission Meeting to order at 12:02 P.M. in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Doescher, Genzlinger, Jirsa, Osterloo, Penney, Schmitz.

Absent: Larson, Sonne.

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

3. Declaration Of Conflicts Of Interests

Jirsa item # 11.

4. Approve Agenda

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

5. Approval of Previous Minutes: October 10, 2023

Motion by Jirsa, seconded by Schmitz to approve the proposed minutes of the October 10, 2023 Planning Commission meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: November 13, 2023

Motion by Osterloo, seconded by Penney to set the date for the next Planning Commission meeting for November 13, 2023. All present voting aye; motion carried.

7. Plan Approval: Bradley's Pub & Grille, 514 N Main St, zoned CB Central Business

Jenniges explained SHPO's preliminary review and requested an 11.1 case report. The Historic Planning Commission agreed with the 11.1 case report and SHPO still said the project will encroach upon damage or destroy a historic building. Council approved R2023-74 unanimously on October 16, 2023 to approve the project to move forward. The certified letter has been sent to SHPO and waiting for confirmation of receipt of the letter to start the 10 day waiting period. The applicant was present to answer questions.

All present voting aye; motion carried.

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).

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. This application was postponed at a previous meeting due to lack of quorum and had to be noticed again. There was 1 letter received in favor and 1 letter received that wanted more information. The applicant was not present to answer questions.

Jenniges noted the applicant had explained they wanted to use the land for self storage and outside commercial storage. Self storage requires a conditional use permit in HB and UD. However, outside commercial storage is a conditional use permit in UD, in HB it is not permitted or a conditional use permit. They also mentioned the possibility of creating a couple more residential lots up front. The ingress/egress easement would have to be modified.

Thomas Flint, neighbor to the west, presented his letter of approval at the meeting. He stated he had talked with the applicants about their proposed plans and has no issues as long as drainage is done correctly and no new water drains onto his land from the development. Jenniges noted SPN is working with the applicant to come up with a drainage plan for the site. Flint also stated he had talked to Candice Cross, a neighbor that uses the ingress/egress easement, and she has concerns about the road if the storage units do get approved. Jenniges noted that the applicant is capable to widen or move the road and have a new easement drawn up if needed, but this would be a civil matter.

Merl Bechen stated his concern is drainage in the area.

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

9. Rezone: Maui Farms Inc, land abutting to the northwest of 5829 Sam St

Maui Farms Inc is requesting the following property legally described as; 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; be changed from UD Urban Development District to Lot S, Maui Farms Second Addition Planned Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (land abutting to the northwest of 5829 Sam St).

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was 1 letter received in favor. The plat was approved at a recent meeting and on October 2, 2023 City Council approved the annexation. The applicant was not present to answer questions.

Jenniges said the applicant would like to expand the development of storage sheds. The road will be assessed to abutting land owners and no one in the existing PUD will be assessed for it or change their taxes because of this development expansion.

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

10. Hearing and Recommendation: an Ordinance Amending 10-9D-1, Lot S, Maui Farms Second Addition

Maui Farms Inc is requesting to amend Lot S, Maui Farms Second Addition Planned Development District by changing 10-9D-1 Legal Description from "Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota." to "Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were 5 letters received in favor. By approving the rezone the legal description in the PUD needs to be amended to include a new legal description being added. This is a procedural item in conjunction with item #9 on the agenda. The applicant was not present to answer questions.

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

11. Plan Approval: Evers Warehouse Units, 2700 N Main St, zoned HB Highway Business

Jenniges refreshed the board's memory of what has taken place at this location over the past year. There was a variance and conditional use permit awarded for a telecommunications tower. An easement is shown on the plans. Also it had been replatted from 2 parcels into 1 parcel. The applicant would like to build a 60' x 120' building and separate it into 4-30' wide units, one of which being a bar/casino. The applicant was present to answer questions.

Jirsa, being the architect on the project, said they would like to do the build out in two phases. They would like to get the dirt work/grading and outside shell of the building done this fall so they can design and finish the interior of the building over the winter.

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

12. Plan Approval: Jokerz Casino, 716 N Rowley St, zoned CB Central Business

Jenniges went over the plans for the proposed addition to the south side of the building. The north half of the building is a medical marijuana dispensary and the south side is a bar/casino. This addition will be a 16' x 25' enclosed addition with a couple of garage doors to be able to open up. They are not altering the existing building and utilizing the existing double doors as the entrance into the new addition. The applicant was not present to answer questions.

Motion by Schmitz, seconded by Penney to approve the plan. All present voting aye; motion

carried.

13. Plan Approval: Roeder, 2200 W Havens Ave, zoned HB Highway Business

Jenniges noted the applicants would like to create a three seasons porch that will give them some more privacy since a lot of the trees on the neighboring property have been cut down. The addition meets all setbacks. The applicant was present to answer any questions.

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

14. Plan Approval: Hohn Brothers LLC (Larry's I-90), 900 Block of E Kay Ave, zoned HB Highway Business

Jenniges noted the applicants would like to build a 60' x 160' pole shed for their business and personal storage. The shed will meet all setbacks, the applicants will just have to remove some trees on the north side of the property. Because this is a shed over 50' wide, a structurally stamped plan will be required to issue a building permit. The applicant was present to answer questions.

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

15. Other Business:

Jenniges handed out an agenda to those attending the South Dakota Planners Association Conference which starts Tuesday night and ends around noon on Thursday. It is being held at the Highland Conference Center.

16. Public Input:

None.

17. Adjourn

Vice-Chairperson Genzlinger adjourned the meeting at 1227P.M.

Kevin Genzlinger
Planning Commission Vice-Chairperson



Community Services Board Minutes
City Council Chambers, City Hall, 612 N. Main Street
October 12, 2023

1. Call To Order

No quorum

Members Present: Jay Larson Jan Quenzer, Sarah Beckstrom, & Cole Morgan
Members Absent: Whitney Kroupa, Tonya Klingaman, Al Jacklin, & Wendy Linke
Ex-Officio Member Absent: John Doescher
Staff Present: Jessica Pickett and Amy Hurt

2. Approval of Agenda

No Quorum

3. Approve Minutes From Previous Meeting

No Quorum

4. Election of Officers

No Quorum - Add to next meeting agenda

5. Summer Bus Pass

A Summer Bus Pass Sales Report was given to the board members. The report shows sales for the last 5 years. Sales were down a little in 2023 compared to the last two years.

6. Palace Transit 5339 Funding

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 9/3/2024. The Mitchell City council approved the reissue on October 2nd, 2023.

7. Palace Transit 5310 Funding

The SD DOT Section 5310 Grant Rolling Stock Agreement is to accept Palace Tansit'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 9/30/2025. The Mitchell City Council approved the agreement on October 2nd, 2023.

8. Palace Transit 5311 Funding

The SD DOT Section 5311 and Title IIIB Grant Funds 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 1st, 2023 through September 30th, 2024. The Mitchell City Council approved the agreement on October 2nd, 2023.

9. Nutrition Cost Report

The Cost Report for the Title III-C Nutrition for the reporting period of June 1, 2022 through May 31, 2023 was given to the board members. The report is an income and expense summary for that fiscal year and is utilized by the state to calculate meal reimbursements for each program.

10. Community Services Fees Resolution

The Community Services Fees Resolution is updated annually for all the Community Services Departments. Board members were given copies of the previous resolutions. Jessica went over the recommended changes with the board and asked if they thought there should be any other changes made.

11. Surplus

The list of items to be sold on Purple Wave or destroyed was given to the board members. The items were all approved by the Mitchell City Council on October 2nd, 2023. Within the next month, the listed items will either be sold on Purple Wave or destroyed.

12. United Way Funds

Board members were given copies of the Mitchell United Way award letters for JVCC, MVP, and Adult Nutrition for the 2024 fiscal year. The Adult Nutrition was awarded \$1000, the Mitchell Volunteer Program was awarded \$3000, and the James Valley Community Center was awarded \$7000.

13. Citizens Input

No citizens input

14. Department Reports & Updates

A. Palace Transit

The year-to-date Ridership Report for July, August, and September was given to the board members. The report breaks down the rides by special emphasis on elderly riders, handicap riders, school-age riders, and general public riders. The results are then compared to last year's rider results. We have greatly increased rides and miles. Fiscal Year 2023 ridership has increased compared to the 2018 Pre-COVID ridership.

B. Adult Nutrition

Board Members were given the August & September Nutrition reports. We are down 121 meals to our projections for the fiscal year and down 926 meals compared to last year at the same time. We have distributed 1941 second meals and 1185 Dine Card meals since June

2023. The total eligible and non-eligible meals served for this fiscal year is 15742. Coborns was not serving for about 5 weeks due to staffing shortages.

C. Mitchell Volunteer Program

We currently have 217 volunteers enrolled in the MVP Program. The report given to the board members shows volunteer opportunities for August - September. The volunteer list has currently been updated to take off deceased and relocated volunteers.

D. James Valley Community Center

The JVCC Progress Report for September - October 2023 was given to the board members. The report shows activities that are going on at the James Valley Community Center. The report shows fundraisers and upcoming events. The Fall Bus Tour featuring Dakota History, Wine & a Farm Visit is going on today, with a full bus. The Healthy Cooking Classes on Wednesdays have had a great turn out, with full classes. Membership renewals will be going out in November with the newsletters.

15. Next Meeting

The next meeting will be Thursday December 14th, 10:00am at Cith Hall Council Chambers.

16. Adjournment

No adjournment was done due to lack of a quorum

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:

Received grant funding from the State of SD-PSAP for digital radio upgrades.

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:

Received grant funding from the State of SD-PSAP for dispatch training software.

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: 10/13/23

Organization: Mitchell Quarterback Club

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: David Brown

Address: 105 N Harman Dr.

Phone #: 605-770-0336

Email: dbrown@cortrustbank.com

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

Dates of Ticket Sales: Nov-20 - End of January

Date of Raffle Drawing: End of Jan 2024

Value of Raffle Prize: \$1,000

Proceeds Benefitting: Mitchell Boys & Girls Basketball

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

Date Received: 10-13-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 10/23/2023

Organization: Dakota Wesleyan University softball

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: Tommy Downs

Address: 1200 W. University Ave. Mitchell, SD 57301

Phone #: 1-360-909-4942

Email: tommy.downs@dwn.edu

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

Dates of Ticket Sales: 12-1-23 - 1-31-24

Date of Raffle Drawing: 2-3-24

Value of Raffle Prize: \$5800-

Proceeds Benefitting: travel, equipment, uniform ect.

10-23-23

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Office

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 10.26.23

Organization: AREA Community Theatre

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: Devin Carey

Address: 700 N Main St

Phone #: 605 996 9137

Email: mitchellact@santel.net

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

Dates of Ticket Sales: December 8-10 & 15-17, 2023

Date of Raffle Drawing: December 10 and/or 17

Value of Raffle Prize: 50/50

Proceeds Benefitting: ACT SOS Support Our Stage Campaign

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

Date Received: 10.26.23

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 11/1/23

Organization: Mitchell/Alexandria Pink Ladies

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: Carol Steilen

Address: PO Box 296
Alexandria, SD 57311

Phone #: 605-770-4850

Email: cas4850@gmail.com

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

Dates of Ticket Sales: 12/1/23 - 01/13/24

Date of Raffle Drawing: 01/13/24

Value of Raffle Prize: 3 prizes combined value of \$1500

Proceeds Benefitting: Cancer patients and their families

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

Date Received: 11-1-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 310923

Organization: VFW

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: MARTIN J. JORDAN

Address: 2504 413th Ave, Mitchell, SD 57344

Phone #: 605 633 2220

Email: mchristian@csankle.net

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

Dates of Ticket Sales: 1st Jan 2024 - 1st Feb 2024

Date of Raffle Drawing: Weekend in March - Salute to Strivers

Value of Raffle Prize: \$200-\$2000 ~ \$1000

Proceeds Benefitting: VFW Restoration of Handicap Bathrooms for Veterans

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

Date Received: 10-31-2023

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 3/10/23

Organization: VFW

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

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

Contact Information:

Name: MADON CHRISTENSEN

Address: 25044 413th Ave Mitchell, SD 57301

Phone #: 605 933-2220

Email: mchristensen@sanvel.net

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

Dates of Ticket Sales: JAN 2024 — SEPT 2024

Date of Raffle Drawing: 20 SEPT 2024

Value of Raffle Prize: \$3600 Prizes, Patriotic Displays

Proceeds Benefitting: VFW museum & ALS Research for Veterans & Genes (patrol)
WIKIM & Bandy Olson @ AARP

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

Date Received: 10-31-2023

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:	November 6, 2023	Requested By:	Michelle Bathke
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Authorize Creation of Special Revenue Funds		
Explanation/Background of Agenda Item Requested:	The following funds will be created for use beginning in 2024:
202-Corn Palace Fund
230-Airport Fund		

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:	November 6, 2023	Requested By:	Stephanie Ellwein
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Authorize Designating \$1,750,000 in General Fund Reserves Towards Future Capital Projects		
Explanation/Background of Agenda Item Requested:	Staff is recommending that the City Council designated \$1,750,000 in the general fund reserves towards Future Capital Projects. The funds are due to revenue received in 2022 being above the 2022 Budget projections. The estimated unobligated fund balance with the designation is 34%. If the 2023 Revenue received is short of the 2023 Budget, council can undesignated the funds at a future meeting.		

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:	November 6, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-42520 - Hazardous Sidewalk Repair - \$15,000 101-43120-42521 - Sidewalk Construct - \$75,000 101-41320-43310 - Parking Lot/Alley Paving - \$83,091		
Agenda Item:	Change Order #1 to Top Grade Concrete, LLC for Concrete Project #2023-4		
Explanation/Background of Agenda Item Requested:	Change order No 1 updates quantities installed to date. Change in Contract Price Original Contract - \$126,839.00 Current Contract - \$126,839.00 Increase of this Change Order - \$28,115.14 Contract Price Including this Change Order = \$154,954.14 Project Contingencies Hazardous Sidewalk - \$5,971.00 Sidewalk Construct - \$3,420.86 Parking Lot/Alley Paving - \$5,841.00		

CHANGE ORDER NO.: 1

Owner: City of Mitchell
 Contractor: Top Grade Concrete, LLC

City's Project No.: 2023-4

Project: Bid Schedule A: Misc Curb, Sidewalk, Concrete Surfacing and Miscellaneous
 Date Issued: 11/6/2023

Effective Date of Change Order: 11/6/2023

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

The contract is being amended to reflect additional quantities to be installed. There is no change for the project completion date. Quantities were updated to reflect the actual quantities installed for concrete curb and gutter replacement along chip seal projects, to repair hazardous sidewalk and to install ADA corners as requested by residents.

Attachments: See Attached

Change in Contract Price	Change in Contract Time
Original Contract Price: \$126,839.00	Original Contract Times: Substantial Completion: <u>October 22, 2023</u> Ready for final payment: <u>November 22, 2023</u>
Increase from previously approved Change Order No. 1	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$126,839.00	Contract Times prior to this Change Order: Substantial Completion: <u>October 22, 2023</u> Ready for final payment: <u>November 22, 2023</u>
Increase of this Change Order: \$28,115.14	Increase of this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$154,954.14	Contract Times with all approved Change Orders: Substantial Completion: <u>October 22, 2023</u> Ready for final payment: <u>November 22, 2023</u>

Approved by Contractor

By: _____
 Title: _____
 Date: _____

Recommended for Approval

By: _____
 Title: _____
 Date: _____

Approved by Owner

By: _____
 Title: _____
 Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 1

Owner: City of Mitchell						City's Project No.: 2023-4			
Contractor: Top Grade Concrete, LLC									
Project: Bid Schedule A: Misc Curb, Sidewalk, Concrete Surfacing and Miscellaneous									
Effective Date of Change Order: 11/06/23									
A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
BASE BID									
1	Concrete and Asphalt Removal	869	SY	\$ 27.00	\$ 23,463.00	-383	SY	486.00	\$ 13,122.00
2	Curb & Gutter Removal	510	LF	\$ 10.00	\$ 5,100.00	-148	LF	362.00	\$ 3,620.00
3	Curb and Gutter Replacement	510	LF	\$ 50.00	\$ 25,500.00	270	LF	780.00	\$ 39,000.00
4	4" Concrete Surfacing	2139	SF	\$ 8.00	\$ 17,112.00	4184	SF	6,323.00	\$ 50,584.00
5	6" Concrete Surfacing	3810	SF	\$ 9.00	\$ 34,290.00	-2400	SF	1,410.00	\$ 12,690.00
6	8" Concrete Surfacing	597	SF	\$ 12.00	\$ 7,164.00	-19	SF	578.00	\$ 6,936.00
7	Remove Fillet Section	22	SY	\$ 100.00	\$ 2,200.00	7	SY	29.00	\$ 2,900.00
8	6" Reinforced Fillet Section	22	SY	\$ 180.00	\$ 3,960.00	7	SY	29.00	\$ 5,220.00
9	Remove Valley Gutter	25	SY	\$ 100.00	\$ 2,500.00	-23	SY	2.00	\$ 200.00
10	6" Reinforced Valley Gutter	25	SY	\$ 180.00	\$ 4,500.00	-22	SY	3.00	\$ 540.00
11	Erosion Control	50	LF	\$ 20.00	\$ 1,000.00	-50	LF	-	\$ -
12	Sump Opening in Curb (Sump Pump Hose Opening)	2	Each	\$ 25.00	\$ 50.00	-2	Each	-	\$ -
CO#1-1	4" Colored Concrete Surfacing		SF	\$ 11.00	\$ -	1735	SF	1,735.00	\$ 19,085.00
CO#1-2	Adjust Manhole to Grade		Each	\$ 357.14	\$ -	1	Each	1.00	\$ 357.14
CO#1-3	Curved ADA Panel		Each	\$ 700.00	\$ -	1	Each	1.00	\$ 700.00
Totals					\$ 126,839.00				\$ 154,954.14

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:	November 6, 2023	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set date of November 20th, 2023 on the following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application to transfer RL-28511 Retail (On Sale) Liquor License from V.V. Inc dba The Garage, 909 North Ohlman Suite #3 to MG Oil Company dba Jokerz Casino Mitchell-3, 716 N Rowley St, Suite A3 b. On the application to transfer RL-5756 (On Sale) Liquor License from Melissa Tuttle dba Love Every, LLC, 1525 W Havens Ave to Flats on Havens, LLC dba Flats on Havens, LLC, 1525 W Havens Ave		

Date Received _____
Date Issued _____

2024

License No. RL-28511

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

~~V-V-INC~~ MG Oil Company
~~909 N OHLMAN, SUITE #3~~ PO Box 1006
~~MITCHELL, SD 57301~~ Rapid City, SD 57709

Lic # RL-28511
~~THE GARAGE~~ Jokerz Casino Mitchell - 3
~~909 N OHLMAN, SUITE #3~~ 716 N Rowley St, Suite A3
~~MITCHELL, SD 57301~~ Mitchell, SD 57301

Owner's Telephone #: _____

Business Telephone #: _____

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

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

Is this License in active use? ☒ Yes [] No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?
☒ Yes [] No If Yes, please list on the back page

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

County: Davison

Do you own ☒ or lease [] this property? (Check one)

Are real property taxes paid to date? ☒ Yes [] No

Are you of good moral character having never been convicted of a
felony? ☒ Yes [] No

D. Legal description of licensed premise:

Rowleys 1st Addn NW(22) Lots 18,19,20, & 21
Blk 4 - Suite C

E. State Sales Tax Number: ~~1040-1009-ST~~ applied for _____

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

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct;
that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition
agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1,
and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any
peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL,
as amended.

Date 10/16/2023 Print Name Troy Erickson Signature 

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

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

Please complete reverse side

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

Name of corporation/partnership/LP/LLC MG Oil Company

Address of office and principal place of business of corporation/partnership/LP/LLC 1180 Creek Drive, Rapid City, SD

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

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

Name	Office	Address	Occupation
Troy Erickson	President	PO Box 1006, Rapid City, SD 57709	Oil Jobber
Marlyn Erickson	Treasurer	PO Box 1006, Rapid City, SD 57709	Oil Jobber

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

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

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

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

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



10/16/2023

AFFIDAVIT

STATE OF SOUTH DAKOTA)

COUNTY OF Lincoln)^{ss}

Doug Aslesen, member of V V Inc, being first duly sworn on oath deposes and says: That on the 5th day of October, 2023 he was the owner of the license RL-28511 in the city of Mitchell, South Dakota and that on the said date he made a transfer of said license operated under an alcoholic beverage license to MG Oil Company DBA Jokerz Casino Mitchell of Mitchell, South Dakota.

Doug Aslesen
(Signature)

(Signature)

Subscribed and sworn to before me this 5 day of October, 2023.

Ethan Olsen (Notary Public)
Commission Expires: March 21, 2029



(Notary Seal)

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Num	Owner
4	Corner Pantry #4	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25630	MG Oil
5	Corner Pantry #5	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25627	MG Oil
6	Corner Pantry #6	Sturgis, SD	Package (off-sale) Malt Beverage &	RB-25497	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25629	MG Oil
9	Corner Pantry #9	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25626	MG Oil
10	Corner Pantry #10	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25625	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-22547	MG Oil
11	Corner Pantry #11	Hot Springs, SD	Retail (on-off) Malt Beverage	RB-25225	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-3616	MG Oil
12	Corner Pantry #12	Custer, SD	Retail (on-off) Malt Beverage	RB-27312	MG Oil
13	Corner Pantry #13	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25624	MG Oil
14	Corner Pantry Deadwood Ave #14	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25623	MG Oil
16	Corner Pantry Moon Meadows #16	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25295	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Malt Beverage &	RB-25628	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off) Malt Beverage	RB-20065	MG Oil
20	Homestead Casino	Philip, SD	Retail (on-off) Malt Beverage	RB-24841	MG Oil
20	Corner Pantry #20	Philip, SD	Retail (on-off) Malt Beverage	RB-3661	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-24086	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off) Malt Beverage	RB-25294	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Retail (on-off) Malt Beverage	RB-2555	MG Oil
23	Corner Pantry #23	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-2669	MG Oil
24	Corner Pantry #24	Brookings, SD	Retail (on-off) Malt Beverage	RB-19483	MG Oil
24	Corner Pantry #24-B	Brookings, SD	Retail (on-off) Malt Beverage	RB-28002	MG Oil
25	Corner Pantry #25	Huron, SD	Retail (on-off) Malt Beverage	RB-2589	MG Oil
26	Corner Pantry #26	Huron, SD	Retail (on-off) Malt Beverage	RB-2730	MG Oil
27	Corner Pantry #27	Huron, SD	Retail (on-off) Malt Beverage	RB-2140	MG Oil
27	Corner Pantry #27 - 2	Huron, SD	Retail (on-off) Malt Beverage		MG Oil
29	Corner Pantry #29	Huron, SD	Retail (on-off) Malt Beverage	RB-18935	MG Oil
29	Corner Pantry #29B	Huron, SD	Retail (on-off) Malt Beverage	RB-23334	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off) Malt Beverage	RB-2732	MG Oil
30	Corner Pantry Casino #30	Huron, SD	Retail (on-off) Malt Beverage	RB-20010	MG Oil
30	Corner Pantry Casino #30-2	Huron, SD	Retail (on-off) Malt Beverage		MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28310	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24826	MG Oil
32	Corner Pantry #32 B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27731	MG Oil
33	Corner Pantry #33	North Sioux City	Retail (on-off) Malt Beverage	RB-2365	MG Oil
33	Corner Pantry #33 Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-3535	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2852	MG Oil
33	Corner Pantry #33 Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2142	MG Oil
45	The Park	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2962	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2997	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3023	MG Oil
46	Market Square	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3027	MG Oil
46	Market Square II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2604	MG Oil
46	Market Square - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27874	MG Oil
46	Market Square - 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-27967	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off) Malt Beverage	RB-2605	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off) Malt Beverage	RB-2873	MG Oil
51	Corner Pantry Travel Plaza Casino - 3	North Sioux City	Retail (on-off) Malt Beverage	RB-2877	MG Oil
51	Corner Pantry Travel Plaza Casino - 4	North Sioux City	Retail (on-off) Malt Beverage	RB-2891	MG Oil
51	Corner Pantry Travel Plaza Casino - 5	North Sioux City	Retail (on-off) Malt Beverage	RB-2890	MG Oil
52	Flying J Travel Plaza	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2977	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-off) Malt Beverage	RB-2743	MG Oil
54	Flying J Hermosa / Town of Hermosa	Hermosa, SD	Retail (on-off) Malt Beverage	RB-2776	MG Oil
57	Mint Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27571	MG Oil
57	Mint Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27572	MG Oil
57	Mint Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28181	MG Oil
57	Mint Casino - 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28182	MG Oil
60	Happy Jacks Sioux Falls II	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-21995	MG Oil
60	Happy Jacks Sioux Falls II - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26718	MG Oil
61	LaCrosse Street Casino #1	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2797	MG Oil
61	LaCrosse Street Casino #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3011	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
61	Lacrosse Street Casino #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3114	MG Oil
63	Rushmore Casino III	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2342	MG Oil
63	Rushmore Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2952	MG Oil
63	Rushmore Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3015	MG Oil
64	BP Casino II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2966	MG Oil
64	BP Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3012	MG Oil
65	777 Casino West	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2275	MG Oil
65	777 Casino West #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3039	MG Oil
67	777 Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3004	MG Oil
67	777 Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2987	MG Oil
67	777 Casino South 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2946	MG Oil
68	Chance's Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2967	MG Oil
68	Chance's Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3590	MG Oil
68	Chances Casino 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3037	MG Oil
68	Chances Casino 4	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3208	MG Oil
68	Chances Casino 5	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3005	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off) Malt Beverage	RB-2528	MG Oil
69	Jokerz 7-B	Tea, SD	Retail (on-off) Malt Beverage	RB-21591	MG Oil
69	Jokerz 7-C	Tea, SD	Retail (on-off) Malt Beverage	RB-28140	MG Oil
69	Jokerz 7-D	Tea, SD	Retail (on-off) Malt Beverage	RB-28139	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off) Malt Beverage	RB-26575	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off) Malt Beverage	RB-3612	MG Oil
74	Dakota Star Casino - 3	Brandon, SD	Retail (on-off) Malt Beverage	RB-3167	MG Oil
75	Jokerz Mitchell	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2828	MG Oil
75	Jokerz Mitchell - 2	Mitchell, SD	Retail (on-off) Malt Beverage	RB-3833	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3119	MG Oil
78	Jokerz 5	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24624	MG Oil
78	Jokerz 6	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-24623	MG Oil
80	Happy Jacks of Pierre #1	Pierre, SD	Retail (on-off) Malt Beverage	RB-3449	MG Oil
80	Happy Jacks of Pierre #2	Pierre, SD	Retail (on-off) Malt Beverage	RB-22518	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off) Malt Beverage	RB-22511	MG Oil
80	Happy Jacks of Pierre #4	Pierre, SD	Retail (on-off) Malt Beverage	RB-29265	MG Oil
81	Happy Jacks East	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3006	MG Oil
81	Happy Jacks Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3657	MG Oil
81	Happy Jacks East #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3810	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-off) Malt Beverage	RB-18919	MG Oil
85	Happy Jacks Summerset	Summerset, SD	Retail (on-off) Malt Beverage	RB-2318	MG Oil
91	Happy Jacks Sioux Falls III	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3385	MG Oil
91	Happy Jacks Sioux Falls III - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27176	MG Oil
92	Happy Jacks Sioux Falls IV	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26636	MG Oil
92	Happy Jacks Sioux Falls IV - B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26719	MG Oil
93	Toby's Casino North II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3044	MG Oil
93	Toby's Casino North I	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3219	MG Oil
94	Toby's Casino South Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3538	MG Oil
94	Toby's Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3593	MG Oil
97	Jokers Casino South	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2808	MG Oil
97	Jokers Casino South II	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3508	MG Oil
98	Jackpot Casino Too #2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2343	MG Oil
98	Jackpot Casino Too #3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2969	MG Oil
98	Jackpot Casino Too	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2995	MG Oil
99	Valley Square Casino	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3594	MG Oil
99	Valley Square Sports Pub	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3599	MG Oil
603	The Lie-brary - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27080	MG Oil
605	Village Bowl 5	Mitchell, SD	Retail (on-off) Malt Beverage	RB-23601	MG Oil
605	Village Bowl 4	Mitchell, SD	Retail (on-off) Malt Beverage	RB-2844	MG Oil
606	Alpine Sports Bar & Casino 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26751	MG Oil
607	The Lanes - B	Brookings, SD	Retail (on-off) Malt Beverage	RB-27244	MG Oil
607	The Lanes - C	Brookings, SD	Retail (on-off) Malt Beverage	RB-27245	MG Oil
608	Country Market II-B	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2964	MG Oil
619	Falls Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29136	MG Oil
619	Falls Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29137	MG Oil
619	Falls Casino - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-29135	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
750	Jokerz 8	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26743	MG Oil
750	Jokerz 8 -2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3116	MG Oil
750	Jokerz 8 -3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-28611	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-22006	MG Oil
752	Cash Out Casino and Vape - 2	Huron, SD	Retail (on-off) Malt Beverage	RB-26370	MG Oil
752	Cash Out Casino and Vape - 4	Huron, SD	Retail (on-off) Malt Beverage	RB-25870	MG Oil
753	Jokerz 9	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3588	MG Oil
753	Jokerz 9-2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-3912	MG Oil
776	Jokerz I-90	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29239	MG Oil
776	Jokerz I-90 - 2	Rapid City, SD	Retail (on-off) Malt Beverage	RB-29238	MG Oil
776	Jokerz I-90 - 3	Rapid City, SD	Retail (on-off) Malt Beverage	RB-2996	MG Oil
777	777 Casino	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-26483	MG Oil
777	777 Casino - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27199	MG Oil
778	777 Casino North A	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27573	MG Oil
778	777 Casino North B	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27574	MG Oil
778	777 Casino North C	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-27575	MG Oil
779	777 Casino East	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB 23116	MG Oil
779	777 Casino East - 2	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3379	MG Oil
779	777 Casino East - 3	Sioux Falls, SD	Retail (on-off) Malt Beverage	RB-3473	MG Oil
780	777 Casino & Liquor	Yankton	Retail (on-off) Malt Beverage	RB-3638	MG Oil
780	777 Casino & Liquor - 2	Yankton	Retail (on-off) Malt Beverage	RB-3346	MG Oil
780	777 Casino & Liquor - 3	Yankton	Retail (on-off) Malt Beverage	RB-3397	MG Oil
8	Corner Pantry #8	Rapid City, SD	Package (off-sale) Liquor	PL-20178	MG Oil
18	Corner Pantry Lacrosse #18	Rapid City, SD	Package (off-sale) Liquor	PL-4443	MG Oil
53	Truck Stop Lounge	Box Elder, SD	Retail (on-sale) Liquor	RL-5383	MG Oil
56	J Bar - Truck Stop Lounge North	Box Elder, SD	Retail (on-sale) Liquor	RL-5462	MG Oil
19	Corner Pantry #19	Brookings, SD	Retail (on-off Sale) Wine	RW-21522	MG Oil
607	The Lanes	Brookings, SD	Retail (on-sale) Liquor	RL-6262	MG Oil
23	Corner Pantry 23	Sioux Falls, SD	Package (off-sale) Liquor	PL-4835	MG Oil
22	Metro City Corner Pantry #22	Fort Pierre, SD	Package (off-sale) Liquor	PL-4566	MG Oil
43	Hop Scotch	Fort Pierre, SD	Retail (on-sale) Liquor	RL-5591	MG Oil
31	Corner Pantry #31	Sioux Falls, SD	Package (off-sale) Liquor	PL-4422	MG Oil
32	Corner Pantry #32	Sioux Falls, SD	Package (off-sale) Liquor	PL-4703	MG Oil
54	Corner Pantry Travel Center / Town of H	Hermosa, SD	Package (off-sale) Liquor	PL-4469	Town of He
55	Hermosa Deli and Lounge / Hermosa	Hermosa, SD	Retail (on-sale) Liquor Sunday Sale	RL-5208	Town of He
29	Corner Pantry #29	Huron, SD	Package (off-sale) Liquor	PL-4613	MG Oil
45	The Park	Rapid City, SD	Retail (on-sale) Liquor	RL-5869	MG Oil
45	The Park 3	Rapid City, SD	Retail (on-sale) Liquor	RL-5870	MG Oil
45	The Park 2	Rapid City, SD	Retail (on-sale) Liquor	RL-6329	MG Oil
30	Corner Pantry #30	Huron, SD	Retail (on-off Sale) Wine	RW-19267	MG Oil
752	Cash Out Casino and Vape	Huron, SD	Retail (on-sale) Liquor	RL-28257	MG Oil
752	Cash Out Casino and Vape - 3	Huron, SD	Retail (on-off Sale) Wine	RW-27536	MG Oil
605	Village Bowl 2	Mitchell, SD	Retail (on-sale) Liquor	RL-5759	MG Oil
605	Village Bowl	Mitchell, SD	Retail (on-sale) Liquor	RL-5766	MG Oil
605	Village Bowl 6	Mitchell, SD	Retail (on-sale) Liquor	RL-6380	MG Oil
605	Village Bowl 3	Mitchell, SD	Retail (on-off Sale) Wine	RW-6464	MG Oil
33	Corner Pantry #33	North Sioux City	Package (off-sale) Liquor	PL-4725	MG Oil
74	Dakota Star Casino - 2	Brandon, SD	Retail (on-off Sale) Wine	RW-23526	MG Oil
74	Dakota Star Casino	Brandon, SD	Retail (on-off Sale) Wine	RW-23527	MG Oil
78	Jokerz 4	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23114	MG Oil
33	Corner Pantry #33 Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-7576	MG Oil
51	Corner Pantry Travel Plaza	North Sioux City	Package (off-sale) Liquor	PL-4734	MG Oil
600	18th Amendment	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5930	MG Oil
600	18th Amendment - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6131	MG Oil
602	Billy Frog's	Sioux Falls, SD	Retail (on-sale) Liquor	RL 5203	MG Oil
603	Lie-Brary	Sioux Falls, SD	Retail (on-sale) Liquor	RL 6174	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-sale) Liquor	RL-26641	MG Oil
603	Lie-Brary - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23141	MG Oil
604	Red Eye	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5948	MG Oil
604	Grain Bin (Red Eye 2)	Sioux Falls, SD	Retail (on-sale) Liquor	RL-5938	MG Oil
51	Corner Pantry Travel Plaza Casino	North Sioux City	Retail (on-off Sale) Wine	RW-7575	MG Oil
51	Corner Pantry Travel Plaza Casino - 2	North Sioux City	Retail (on-off Sale) Wine	RW-6588	MG Oil

ATTACHMENT TO:

UNIFORM ALCOHOLIC BEVERAGE LICENSE APPLICATION

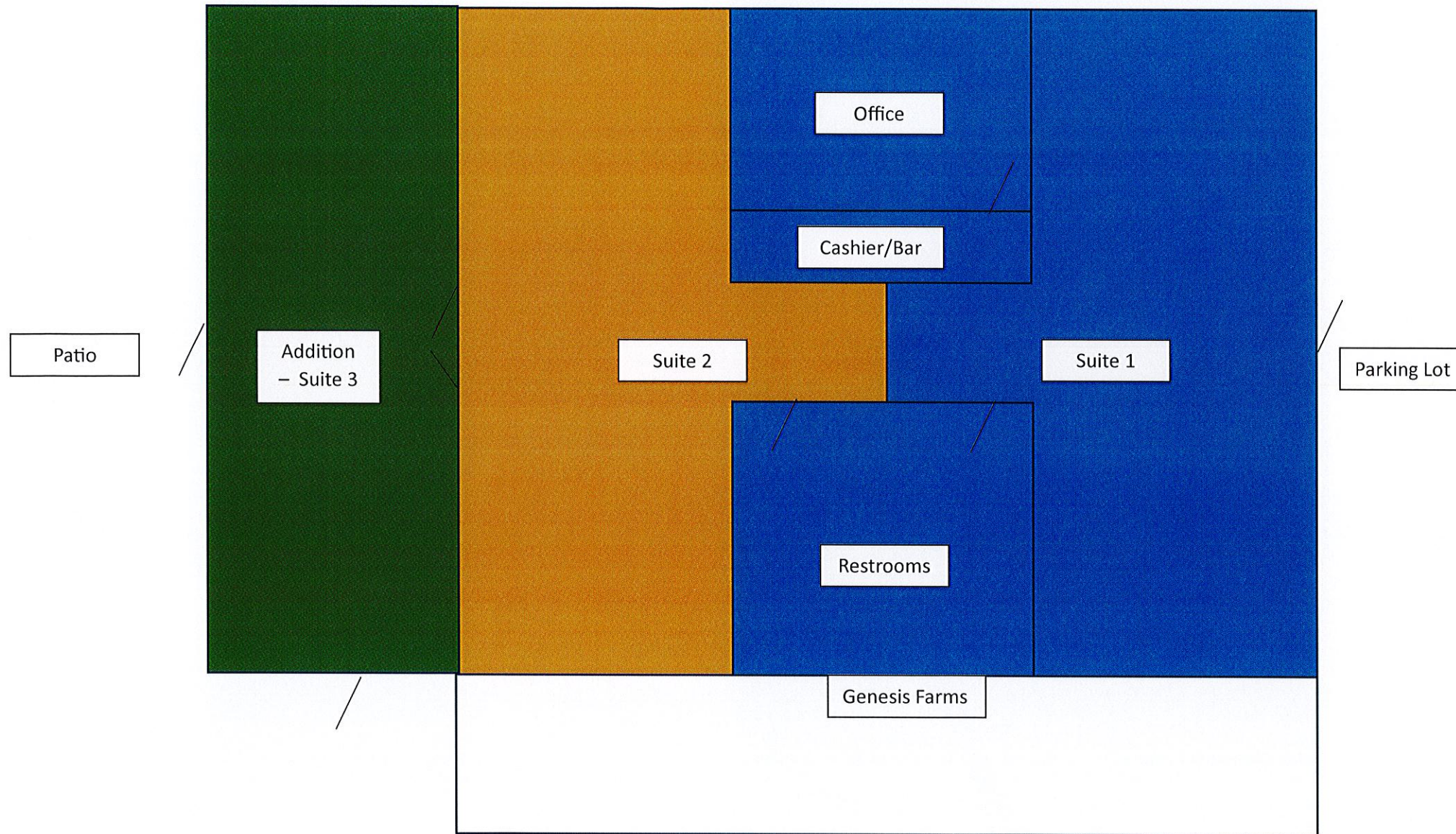
Name of any officers, directors or stockholders of applicant Corporation having a financial interest or capital stock in any other retail, liquor outlet:

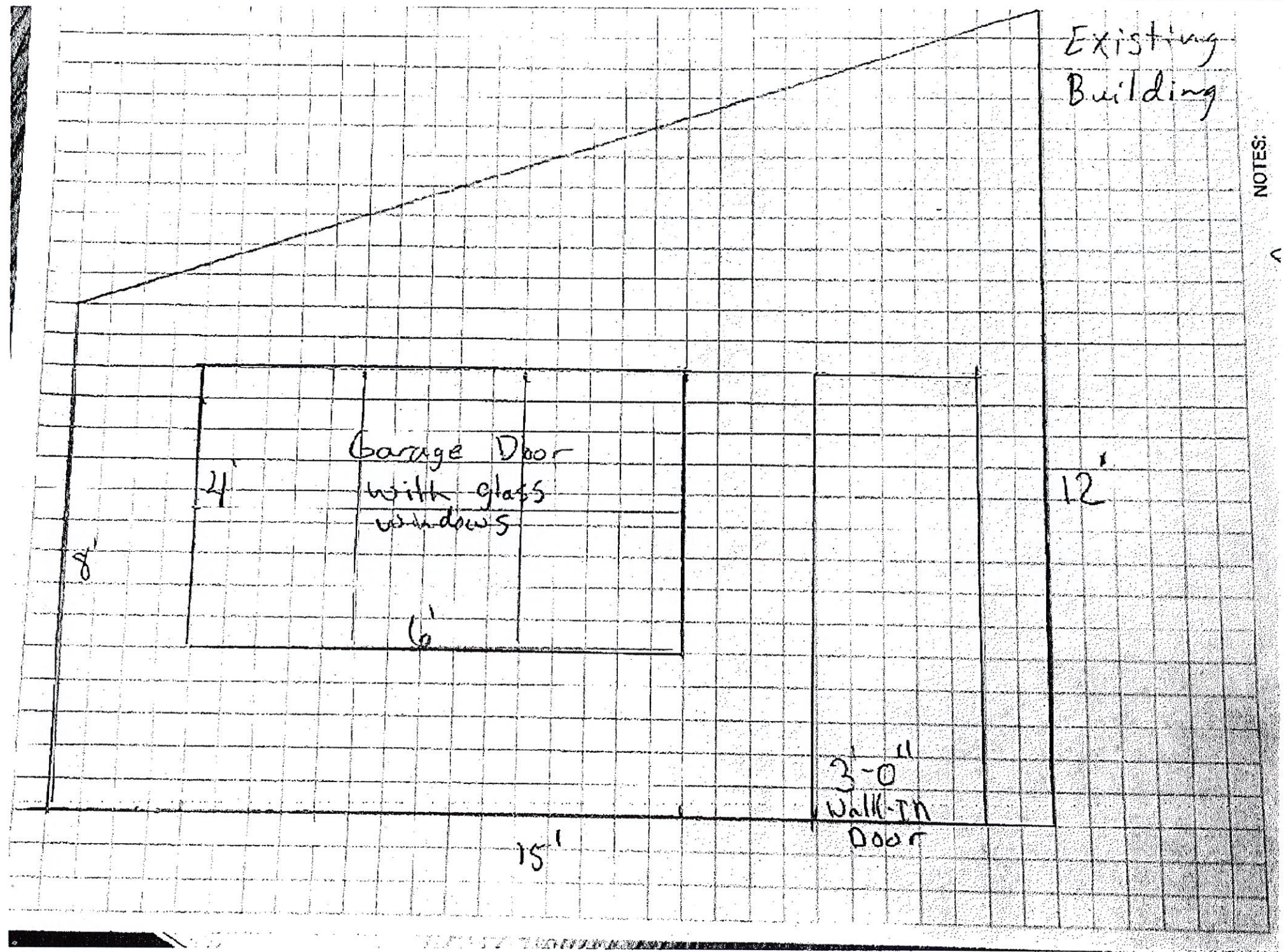
MG OIL COMPANY

Marlyn G. Erickson & Troy M. Erickson

Loc #	Location Name	Location Address	Type of License	License Nun	Owner
20	Corner Pantry #20	Philip, SD	Package (off-sale) Liquor	PL-4742	MG Oil
80	Happy Jacks of Pierre #3	Pierre, SD	Retail (on-off Sale) Wine	RW-22512	MG Oil
606	Alpine Sports Bar & Casino	Sioux Falls, SD	Retail (on-sale) Liquor	RL-6168	MG Oil
21	Corner Pantry #21	Rapid City, SD	Retail (on-off Sale) Wine	RW-19127	MG Oil
608	Country Market II	Rapid City, SD	Retail (on-sale) Liquor	RL-5874	MG Oil
751	Jokerz Casino 31	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-22515	MG Oil
85	Happy Jacks Summerset 2	Summerset, SD	Retail (on-sale) Liquor	RL-5278	MG Oil
69	Jokerz 7	Tea, SD	Retail (on-off Sale) Wine	RW-19954	MG Oil
778	777 North Casino - 2	Sioux Falls, SD	Retail (on-off Sale) Wine	RW-23215	MG Oil
779	777 Casino East	Sioux Falls, SD	Retail (on-sale) Liquor		MG Oil
780	777 Casino & Liquor	Yankton	Package (off-sale) Liquor	PL-4962	MG Oil
	49th Street Liquor	Sioux Falls, SD	Package (off-sale) Liquor	PL-28501	MG Oil

Rowley Street





EXISTING

BUILDING

15' x 26'

390 sq ft

3'-0" Door

6' x 4' garage Door

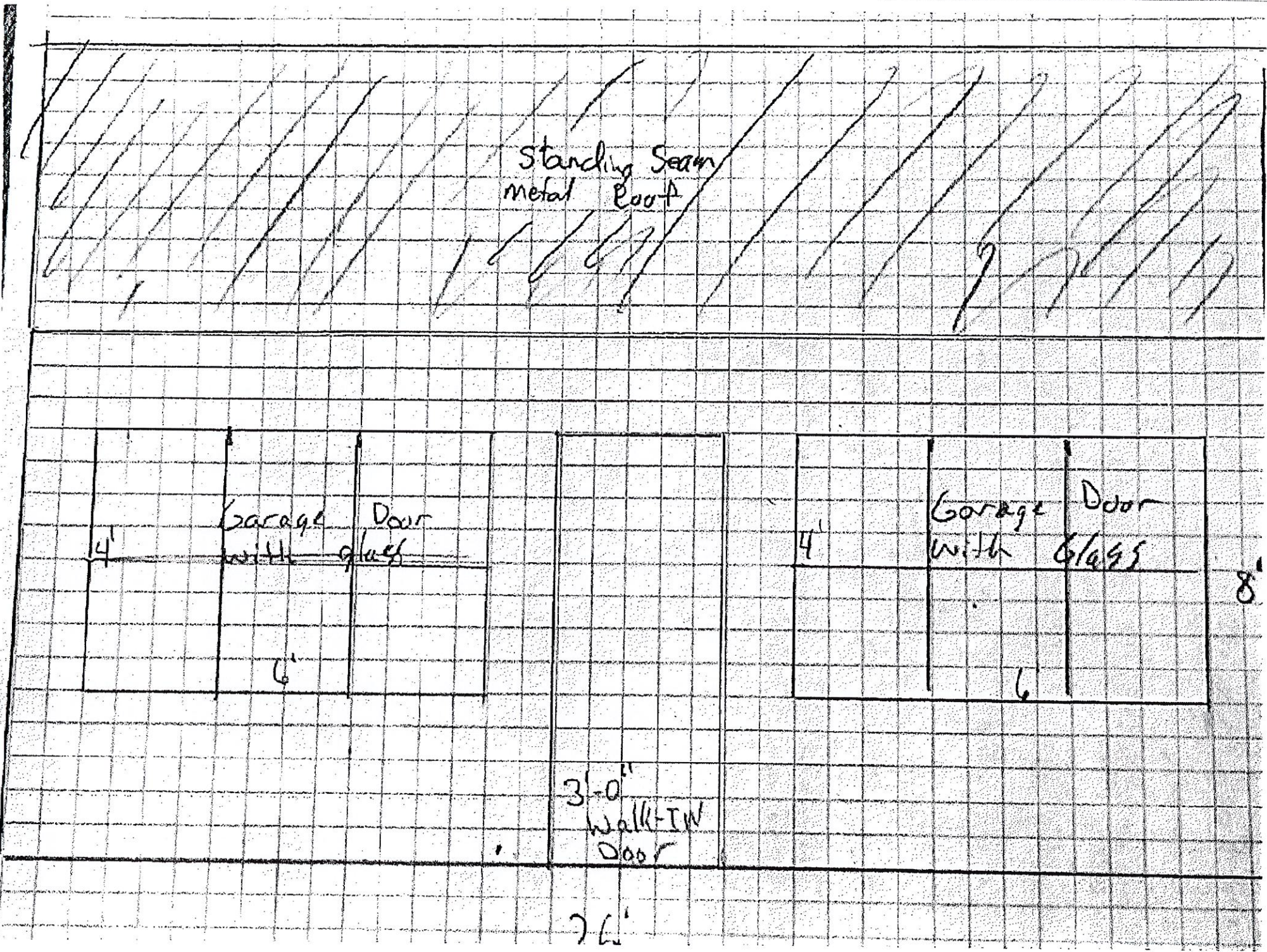
6' x 4' garage Door

3'-0" Door

6' x 4' garage Door

2'

2'



Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. RL-5756

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

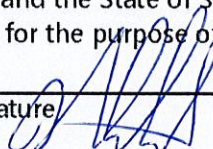
Name Flats on Havens, LLC		Phone Number 605-362-4663	
Address 6245 S. Pinnacle Place	City Sioux Falls	State SD	Zip 57108

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

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

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are correct; that the said applicant complies with all of the statutory requirements for the class of license being applied in SDCL 35-2-2.1 and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date <u>10/13/23</u>	Print Name Nathan Stencil	Signature 
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B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name Flats on Havens, LLC		Phone Number 605-362-4663	
Address 1525 W. Havens Ave	City Mitchell	State SD	Zip 57301

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

D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description:
Lot 1, Block 4 of Sunny Side Addition, City of Mitchell, Davison County, South Dakota

E. State Sales Tax Number _____

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

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

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held: ☐
Establishment is ineligible for video lottery: ☐
Amount of fee collected with application: \$ _____
Amount of fee retained: \$ _____
Forwarded with application: \$ _____

If disapproved, endorse reason thereon and return to applicant

Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC Flats on Havens, LLC		
Address of office and principal place of business of corporation/partnership/LP/LLC 6245 S. Pinnacle Place		
City Sioux Falls	State SD	Zip Code 57108
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		☒ YES ☐ NO

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

Name	Office	Address	Occupation
Nathan Stencil	Managing Member	6245 S. Pinnacle Place, Sioux	Developer

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location

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

Flats on Havens, LLC located at 6245 S. Pinnacle Place, Sioux Falls, SD 57108

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner 	Date 10/13/23
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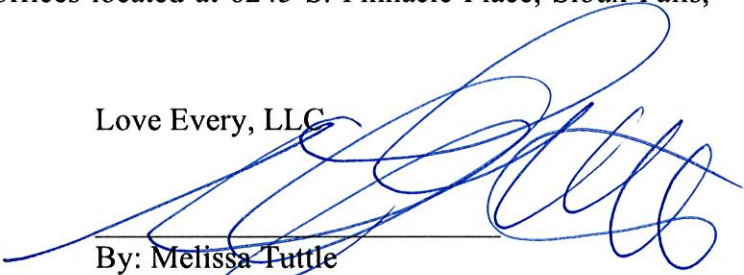
TO BE COMPLETED BY THE CURRENT OWNER

AFFIDAVIT

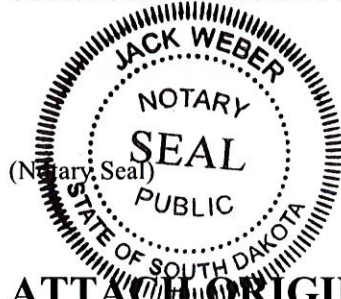
STATE OF SD)
) SS
COUNTY OF Lincoln)

Melissa Tuttle, authorized officer of LOVE EVERY, L.L.C., a South Dakota limited liability company, located at 1525 W. Havens Ave., Mitchell, South Dakota 57301, being first duly sworn on his oath deposes and says: That on the 8th day of August, 2023, it was the owner of the license No. RL5756 for use on property situated on (legal description) Lot 1, Block 4 of Sunny Side Addition, City of Mitchell, Davison County, South Dakota, subject to easements and reservations of record, and that on the said date it made a transfer/sale of said license/business/stock operated under an alcoholic beverage license to FLATS ON HAVENS, LLC, a South Dakota limited liability company having offices located at 6245 S. Pinnacle Place, Sioux Falls, South Dakota 57108,.

Love Every, LLC

By: 
Its: Sole Member

Subscribed and sworn to before me this 10 day of August, 2023.



 (Notary Public)

Commission expires: 12/16/27

ATTACH ORIGINAL LICENSE CARD HERE (IF ISSUED):

October 26, 2023

TO: MAYOR & CITY COUNCIL

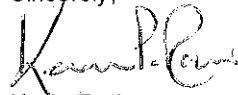
RE: On Road & Off Road Diesel Fuel & Unleaded Gasoline

A Transport load quantity quote was taken for 4,500 gallons of "blended" off road diesel and 3,000 gallons of "blended" on road diesel.

<u>Midway Service/Vollan Oil</u>		Requested Bid	Price per	Total Bid	Per Product
		Gallons	Gallons	Gallon	
On Road Diesel- #2	1500	1500	\$3.4936	\$ 5,240.40	
On Road Diesel- #1	1500	1500	\$3.953	\$ 5,925.00	
					Sub Total: \$11,169.90
Off Road Diesel- #2	2250	2250	\$3.2206	\$ 7,246.35	
Off Road Diesel- #1	2250	2250	\$3.68	\$ 8,280.00	
					Sub Total: \$15,526.35
Unleaded Gas	0	0	\$0	\$0	
Unleaded Gas-10% Ethanol	0	0	\$	\$0	
					Total Bid: \$26,696.25
 <u>Howe's Oil Company</u>					
On Road Diesel- #2	1500	1500	\$3.475	\$ 5,212.50*	
On Road Diesel- #1	1500	1500	\$3.930	\$ 5,895.00*	
					Sub Total: 11,107.50*
Off Road Diesel- #2	2250	2250	\$3.200	\$ 7,200.00*	
Off Road Diesel- #1	2250	2250	\$3.655	\$ 8,223.75*	
					Sub Total: \$15,423.75*
Unleaded Gas	0	0	\$0	\$ 0	
Unleaded Gas-10% Ethanol	0	0	\$0	\$ 0	
					Total Bid: \$26,531.25*

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

Sincerely,



Kevin Roth
Street & Sanitation Superintendent

PAY ESTIMATES FOR NOVEMBER 6, 2023

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
H&W Contracting	#2020-20 Mitchell Watermain Dist. System Improv	#1	\$ 933,303.73	\$ 933,303.73	\$ 2,262,671.30
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#24	\$ 3,954.40	\$ 952,050.20	\$ 1,462,687.34
Geo-Tek Engineering & Testing	#2020-20 Mitchell Pump Station Above Ground	#5	\$ 6,562.75	\$ 26,070.75	\$ 42,950.00
SDDOT-Finance & Management	#2021-1 Norway/S.Rowley Bike Path/Sidewalk	#2	\$ 147,369.48	\$ 249,712.93	\$ 200,792.02
Maguire Iron	#2021-3 West Side Water Tower	#2	\$ 249,776.57	\$ 347,198.47	\$ 444,140.00
SPN & Associates	#2021-3 West Side Water Tower	#17	\$ 2,786.60	\$ 51,618.62	\$ 99,813.60
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#10	\$ 25,038.40	\$ 180,251.55	\$ 205,094.00
H&W Contracting, LLC	#2021-25 Livesay Lane Utility Improvements	#4	\$ 177,325.47	\$ 769,974.96	\$ 1,123,820.20
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#31	\$ 34,581.22	\$ 1,525,684.47	\$ 1,751,150.00
PKG Contracting Inc.	#2021-31 North Waste Water Improvements	#17	\$ 545,345.00	\$ 13,136,108.90	\$ 15,796,900.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#11	\$ 3,401.50	\$ 47,870.15	
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#25	\$ 370.00		\$ 57,000.00
SPN & Associates	#2021-45 Highway #37 Utility Design-Sewer	#26	\$ 92.50		\$ 57,000.00
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#27	\$ 433.75		\$ 57,000.00
SPN & Associates	#2021-45 Highway #37 Utility Design-Sewer	#28	\$ 500.00	\$ 56,766.55	\$ 57,000.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#9	\$ 27,182.80	\$ 122,453.56	\$ 1,908,860.00
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#12	\$ 1,321.25	\$ 65,152.84	\$ 97,620.00
SPN & Associates	#2022-23 South Lake Estates Development	#13	\$ 2,093.75	\$ 100,956.83	\$ 340,000.00
Rexwinkel Concrete Inc.	#2022-34 Cadwell Park Crows Nest & Shad St.	#2	\$ 89,730.00	\$ 182,925.00	\$ 560,000.00
Mueller Lumber Company	#2022-50 Mitchell Rec Center Fitness Room-Phase	#8-Final	\$ 21,656.69	\$ 708,420.77	\$ 708,420.77
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#9	\$ 7,872.50	\$ 74,977.50	\$ 86,700.00
Top Grade Concrete, LLC	#2023-4 Concrete Bid	#4	\$ 34,646.14	\$ 154,954.14	\$ 154,954.14
Commercial Asphalt	#2023-15 Paving & Overlay	#3	\$ 118,400.00	\$ 485,182.40	\$ 497,156.50
SPN & Associates	#2023-19 Cadwell Booster Station Rehab.	#5	\$ 425.00	\$ 11,125.00	\$ 10,700.00
	TOTALS		\$ 2,434,169.50	\$ 20,182,759.32	\$ 27,982,429.87

Prepared by Deb Hanson-Sudbeck

PACKET : 06636 06640 06641

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
01-01370	MITCHELL AREA CHAMBER O					
		I-22747	101-41110-42700	TRAVEL, CONF RECOGNITION EVENT REGISTRATION	199407	40.00
01-04015	CORN PALACE					
		I-MIT10162023	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	199334	14.75
		I-MIT10192023	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	199334	14.75
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2466030923	101-41110-42300	LEGAL PUBLICA ACCT #MP246603-LEGALS	199353	623.32
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	692.82

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1210 MAYOR'S OFFICE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01370	MITCHELL AREA CHAMBER O					
		I-22747	101-41210-42700	TRAVEL, CONFE RECOGNITION EVENT REGISTRATION	199407	80.00
01-02029	BEST WESTERN RAMKOTA HO					
		I-472437	101-41210-42700	TRAVEL, CONFE EVERSON-RC ROOMS	199309	320.97
				DEPARTMENT 1210 MAYOR'S OFFICE	TOTAL:	400.97

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01370	MITCHELL AREA CHAMBER O					
		I-22747	101-41220-42700	TRAVEL, CONF, RECOGNITION EVENT REGISTRATION	199407	40.00
01-02029	BEST WESTERN RAMKOTA HO					
		I-472439	101-41220-42700	TRAVEL, CONF, ELLWEIN-RC ROOMS	199309	213.98
01-09060	MITCHELL ROTARY CLUB					
		I-2180	101-41220-42700	TRAVEL, CONF, ROTARY DUES	199413	103.25
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	357.23

PACKET : 06636 06640 06641

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
01-00174	DAKOTA OYATE CHALLENGE					
	I-3046		101-41230-42920	SPORTS AUTHOR DAKOTA OYATE CHALLENGE 01.2024	199337	2,500.00
01-09132	PHEASANTS FOREVER CHAPT					
	I-3045		101-41230-42920	SPORTS AUTHOR PHEASANT BANQUET 2023	199437	1,500.00
01-09648	YOUTH ATHLETIC FOUNDATI					
	I-3043		101-41230-42920	SPORTS AUTHOR HOOP CITY CLASSIC 12.2023	199490	10,000.00
				DEPARTMENT 1230 ADMINISTRATIVE BOARDS	TOTAL:	14,000.00

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1410 ATTORNEY'S OFFICE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02029	BEST WESTERN RAMKOTA HO					
		I-472438	101-41410-42700	TRAVEL, CONF J JOHNSON-RC ROOMS	199309	320.97
01-10550	CADWELL SANFORD DEIBERT					
		I-10112023	101-41410-42200	PROFESSIONAL INDOOR POOL/PUETZ	199318	120.00
				DEPARTMENT 1410 ATTORNEY'S OFFICE	TOTAL:	440.97

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02029	BEST WESTERN RAMKOTA HO					
		I-472440	101-41420-42700	TRAVEL BATHKE-RC ROOMS	199309	213.98
		I-472442	101-41420-42700	TRAVEL C ROTH-RC ROOMS	199309	213.98
01-03267	WALMART/CAPITAL ONE					
		I-8312.10192023	101-41420-42600	SUPPLIES & MA CUPS, PLATES, TOWELS, FIRST AID	199487	96.34
01-03678	INTERSTATE OFFICE PRODU					
		I-01EA1933	101-41420-42600	SUPPLIES & MA TAPE, FILES, CORRECTION TAPE	199375	163.57
				DEPARTMENT 1420 FINANCE	TOTAL:	687.87

PACKET : 06636 06640 06641

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
01-00404	NOLAN TEGELS					
		I-10172023	101-41440-42220	CDL TRAINING CDL EXPENSES	199470	60.00
01-00438	BISMARCK PSYCHOLOGICAL					
		I-1203	101-41440-42231	EMPLOYEE PHYS PSYCH EVAL	199311	500.00
01-00936	DOUG CUNNINGHAM					
		I-10312023	101-41440-42220	CDL TRAINING REIMBURSE DMV FOR CDL LICENSE	199335	35.00
01-02029	BEST WESTERN RAMKOTA HO					
		I-472441	101-41440-42700	TRAVEL,DUES,R KITCHENS-RC ROOMS	199309	213.98
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00102151-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENING	199301	263.00
		I-00102694-00	101-41440-42231	EMPLOYEE PHYS PHYSICAL,SCREENING	199301	747.24
01-06546	PRO CONTRACTING INC					
		I-1155	101-41440-42220	CDL TRAINING CDL EXPENSES	199440	90.00
		I-1158	101-41440-42220	CDL TRAINING CDL EXPENSES	199440	90.00
		I-1159	101-41440-42220	CDL TRAINING CDL EXPENSES	199440	90.00
01-10523	LEWIS BRUSKE					
		I-10132023	101-41440-42220	CDL TRAINING CDL TEST EXPENSES	199315	60.00
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	2,149.22

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1460 INSURANCE & BONDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10280	NORTH CENTRAL HEART INS					
		I-SN0040173106	101-41460-42110	LIABILITY, PR FF PHYSICAL FOLLOW-UP	199422	156.00
01-10283	AVERA PATIENT FINANCIAL					
		I-10172023	101-41460-42110	LIABILITY, PR ACCT #MK6000950586	199302	640.77
				DEPARTMENT 1460 INSURANCE & BONDS	TOTAL:	796.77

PACKET : 06636 06640 06641

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
01-01830	NORTHWESTERN ENERGY					
		I-2830632-2.10.23	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	199425	158.78
01-02840	TESSIER'S INC					
		I-TES079232	101-41920-42520	REPAIR-CITY H ADMIN OFFICE A/C REPAIRS	199472	1,710.80
01-08281	ARAMARK					
		I-6380137555	101-41920-42520	REPAIR-CITY H MAT CLEANING	199295	89.30
		I-6380141142	101-41920-42520	REPAIR-CITY H MAT CLEANING	199295	89.30
01-08540	DAKOTA DATA SHRED					
		I-3990639	101-41920-42520	REPAIR-CITY H DOCUMENT SHREDDING	199336	115.32
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	2,163.50

PACKET : 06636 06640 06641

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
01-00245	SOLARWINDS					
		I-IN616262	101-41935-42920	COMPUTER SOFT ANNUAL MAINTENANCE RENEWAL	199465	130.00
01-00356	QUALIFIED PRESORT					
		I-2279-3531	101-41935-42615	POSTAGE POSTAGE 10.1-15.2023	199442	366.43
		I-584636	101-41935-42615	POSTAGE FLATS POSTAGE 10.1-15.2023	199442	5.89
01-01450	MUTH ELECTRIC INC					
		I-663385	101-41935-42645	COMPUTER HARD INSTALL CAMERA OUTLET ON TOWER	199416	116.30
01-03360	WHOLESALE ELECTRONICS I					
		I-C32960040	101-41935-42600	SUPPLIES FUSE	199489	11.63
01-03678	INTERSTATE OFFICE PRODU					
		I-01EA2711	101-41935-42640	COPY MACHINE PAPER	199375	194.12
01-05195	A & B BUSINESS SOLUTION					
		I-IN1097367	101-41935-42250	MANAGED PRINT MONTHLY CONTRACT FEE	199288	4,499.97
01-09050	MICROSOFT CORPORATION					
		I-E0300PI8R2	101-41935-42920	COMPUTER SOFT SEPT-OCT ONLINE SERVICE	199399	2.00
		I-E0300PIQDI	101-41935-42920	COMPUTER SOFT SEPT-OCT 2023 SERVICE	199399	908.00
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-3011790	101-41935-42920	COMPUTER SOFT DATA RECOVERY, BACKUP	199418	169.40
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						6,403.74

PACKET : 06636 06640 06641
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00555	MICHAELS FENCE & SUPPLY					
		I-88572	101-42110-42670	SERVICE DOG S DOG KENNEL FENCING	199398	871.35
01-02679	MENARD'S INC					
		I-60663	101-42110-42600	SUPPLIES BATTERIES	199395	16.98
		I-60674	101-42110-42600	SUPPLIES RADAR,GORILLA TAPE,MOUNT TAPE	199395	90.61
01-02811	JONES SUPPLIES					
		I-143856	101-42110-42600	SUPPLIES TOWEL DISPENSER	199379	95.00
01-03279	INTERSTATE GLASS & DOOR					
		I-64282	101-42110-42500	REPAIR & MAIN ALUMINUM CLOSER REPAIR	199374	233.64
01-04497	DEAN KNIPPLING					
		I-10252023	101-42110-42700	TRAVEL, CONF LECC TRAINING MEAL	199384	14.00
01-06904	JOHN BADKER					
		I-10122023	101-42110-42670	SERVICE DOG S SF DOG TRAINING MEALS	199304	136.00
		I-101223	101-42110-42670	SERVICE DOG S SF DOG TRAINING MEALS	199304	82.00
01-06950	PETER ARNOLD					
		I-10182023	101-42110-42640	UNIFORM ALLOW PANTS REIMBURSED	199296	39.98
		I-10242023	101-42110-42640	UNIFORM ALLOW SHIRT REIMBURSED	199296	17.99
01-08014	VERN EIDE CHEVROLET GMC					
		I-16081628/1	101-42110-42980	VEHICLE TOWIN NIGHT TIME TOWING	199484	170.00
01-08281	ARAMARK					
		I-6380138298	101-42110-42200	PROFESSIONAL MAT CLEANING	199295	56.27
		I-6380141874	101-42110-42200	PROFESSIONAL MAT CLEANING	199295	56.27
01-09633	STAPLES					
		I-3549471385	101-42110-42600	SUPPLIES ORANGE PAPER	199467	32.37
		I-3549471386	101-42110-42600	SUPPLIES STAPLES	199467	22.25
01-09703	AMAZON CAPITAL SERVICES					
		I-14KN-QY36-KLMV	101-42110-42600	SUPPLIES KEY RINGS,TAPE	199293	15.24
01-10486	AT&T MOBILITY - POLICE					
		I-9001X10232023	101-42110-42800	TELEPHONE ACCT #287283989001	199298	1,051.15
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	3,001.10

11/02/2023 1:53 PM
PACKET : 06636 06640 06641
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO					
		I-0001333270	101-42130-42600	SUPPLIES WELDING COAT	199289	55.22
01-01450	MUTH ELECTRIC INC					
		I-664005	101-42130-42535	LIGHT MAINTEN STREET LIGHT LAMPS,BREAKER REP	199416	1,017.12
		I-665250PB	101-42130-42570	REPAIRS-TRAFF REPAIRED POLE HIT BY VEHICLE	199416	14,913.00
01-01830	NORTHWESTERN ENERGY					
		I-2578443-0.10.23	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	199425	250.35
		I-2579139-3.10.23	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	199425	10.94
		I-2579461-1.10.23	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	199425	102.23
		I-2580311-5.10.23	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	199425	11.41
		I-2580312-3.10.23	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	199425	42.30
		I-2580491-5.10.23	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	199425	11.25
		I-2581249-6.10.23	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	199425	22.84
		I-2581250-4.10.23	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	199425	21.58
		I-2581251-2.10.23	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	199425	21.90
		I-2581252-0.10.23	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	199425	24.56
		I-2581521-8.10.23	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	199425	110.16
		I-2582741-1.10.23	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	199425	610.65
		I-2583138-9.10.23	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	199425	11.72
		I-2583139-7.10.23	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	199425	11.41
		I-2583145-4.10.23	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	199425	11.25
		I-2583147-0.10.23	101-42130-42810	UTILITIES-TRA 310 W NORWAY	199425	11.72
		I-2583319-5.10.23	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	199425	82.42
		I-2583840-0.10.23	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	199425	116.55
		I-2719916-5.10.23	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY SI	199425	22.06
		I-2734281-5.10.23	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	199425	24.09
		I-2735044-6.10.23	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	199425	10.00
		I-2745956-9.10.23	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	199425	21.11
		I-2784889-4.10.23	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	199425	11.10
		I-2784890-2.10.23	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	199425	10.94
		I-2943370-3.10.23	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC	199425	75.75
		I-3045379-9.10.23	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	199425	10.94
		I-3045401-1.10.23	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	199425	11.09
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-0356-5	101-42130-42545	PAINT PAINT	199461	52.14
		I-0761-6	101-42130-42545	PAINT WIRE BRUSH	199461	4.75
01-02804	TMA STORES					
		I-99018	101-42130-42610	GAS, OIL, TIR LOOSE TIRE REPAIR	199476	28.17
01-06045	TRAFFIC CONTROL CORPORA					
		I-146730	101-42130-42530	TRAFFIC LIGHT AUTOSCOPE RACKVISION	199478	2,710.00
01-08216	ALTEC INDUSTRIES INC					
		I-51301474	101-42130-42500	REPAIRS FILTERS,TESTING,LABOR INSPECTN	199292	1,162.88

PACKET : 06636 06640 06641

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
=====						
01-09703	AMAZON CAPITAL SERVICES					
		I-1RNC-Q4XT-WQDH	101-42130-42530	TRAFFIC LIGHT CABLES	199293	16.98
01-10382	SIGN SOLUTIONS					
		I-408665	101-42130-42540	SIGNS PLATE KIT	199463	228.16
		I-408879	101-42130-42540	SIGNS SHEETED YELLOW	199463	275.54
DEPARTMENT 2130 TRAFFIC DEPARTMENT						TOTAL: 22,146.28

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00020	BACKDRAFT TRAINING SOLU					
	I-2023-7	101-42200-42700	TRAVEL, CONF	DRIVER OPERATOR CLASSES	199303	2,000.00
01-00160	SAM CARBIS SERVICES LLC					
	I-CI-053714	101-42200-42600	SUPPLIES	RUNG KIT AND LABELS	199449	130.96
01-00457	RICHARD VOLZ					
	I-10312023	101-42200-42600	SUPPLIES	2017 AMERICAN HAULER TRAILER	199486	3,500.00
01-01117	WHEELCO BRAKE & SUPPLY					
	I-INV424132	101-42200-42500	REPAIR & MAIN	AIR DRYER CARTRIDGE	199488	14.94
01-01404	MITCHELL IRON & SUPPLY					
	I-80806	101-42200-42600	SUPPLIES	THREADED ROD,WASHER,NUT	199412	101.42
01-01830	NORTHWESTERN ENERGY					
	I-2583799-8.10.23	101-42200-42810	UTILITIES	201 W 1ST AVE FIRE	199425	2,925.09
01-02301	SD REDBOOK					
	I-2869	101-42200-42700	TRAVEL, CONF	ONLINE VIDEO SUBSCRIPTION	199460	30.00
01-02679	MENARD'S INC					
	I-59695	101-42200-42600	SUPPLIES	HOOK HANDLE HOLDER	199395	8.97
	I-60249	101-42200-42600	SUPPLIES	LED LIGHT BULBS	199395	23.98
	I-60641	101-42200-42600	SUPPLIES	GARBAGE BAGS,BLEACH,SIMPLE GRN	199395	67.37
	I-60674	101-42200-42600	SUPPLIES	RADAR,GORILLA TAPE,MOUNT TAPE	199395	16.99
01-02804	TMA STORES					
	I-99177	101-42200-42500	REPAIR & MAIN	TIRE REPAIR	199476	28.17
01-02811	JONES SUPPLIES					
	I-143833	101-42200-42600	SUPPLIES	T-PAPER,ROLL TOWELS,BOWL CLNR	199379	221.94
01-03360	WHOLESALE ELECTRONICS I					
	I-C32980040	101-42200-42600	SUPPLIES	BATTERY	199489	37.22
01-09633	STAPLES					
	I-3549471386	101-42200-42600	SUPPLIES	STAPLES	199467	22.24
01-09703	AMAZON CAPITAL SERVICES					
	I-14KN-QY36-KLMV	101-42200-42600	SUPPLIES	KEY RINGS	199293	21.23
01-10221	ROSENBAUER AERIALS LLC					
	I-0000018138	101-42200-42500	REPAIR & MAIN	SEAL KITS	199445	169.39
01-10486	AT&T MOBILITY - POLICE					
	I-9001X10232023	101-42200-42800	TELEPHONE	ACCT #287283989001	199298	104.84
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	9,424.75

PACKET : 06636 06640 06641

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
01-00424	RUNNINGS SUPPLY INC					
		I-1717702	101-43100-42600	SUPPLIES COVERS,NOZZLES	199446	28.04
01-00436	CHS FARMERS ALLIANCE					
		C-07262023	101-43100-42500	REPAIRS DUPLICATE PAYMENT IY6468	199327	110.00-
		I-IY8268	101-43100-42500	REPAIRS MOUNT TIRES	199327	60.00
		I-IY8364	101-43100-42600	SUPPLIES DEF	199327	145.75
		I-IY8417	101-43100-42500	REPAIRS MOUNT TIRES	199327	60.00
01-00532	A-OX WELDING SUPPLY CO					
		I-0001328234	101-43100-42600	SUPPLIES WELDER,PLASMA CUTTER	199289	6,795.59
		I-0001328461	101-43100-42600	SUPPLIES TIPS,SHIELD CUP,NOZZLES	199289	505.71
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV420166	101-43100-42600	SUPPLIES STREET ELBOW,MALE CONNECTOR	199488	12.97
		I-INV424130	101-43100-42600	SUPPLIES AIR DRYER CARTRIDGE	199488	29.88
01-01130	KIMBALL-MIDWEST					
		I-101506252	101-43100-42600	SUPPLIES STARTING FLUID,PUMISHER	199382	395.55
01-01404	MITCHELL IRON & SUPPLY					
		I-80731	101-43100-42600	SUPPLIES U-CUP,WIPERS,O-RINGS	199412	49.72
		I-80760	101-43100-42600	SUPPLIES RINGS, REPAIR GLAND	199412	341.32
		I-80762	101-43100-42600	SUPPLIES WIPER	199412	16.10
01-01490	MUELLER LUMBER CO. INC.					
		I-292105	101-43100-42600	SUPPLIES LED BULBS	199415	42.48
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.10.23	101-43100-42800	UTILITIES 1405 W 8TH AVE	199425	702.94
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-32412	101-43100-43421	FUEL SYSTEM U UNDERGROUND FUEL CONCRETE TEST	199452	56.25
01-02679	MENARD'S INC					
		I-59362	101-43100-42600	SUPPLIES CONNECTOR,RAINTIGHT	199395	18.56
		I-59687A	101-43100-42600	SUPPLIES CUPS,CLEANER, PLATES,TAPE	199395	77.70
		I-60048	101-43100-42600	SUPPLIES CONNECTORS	199395	10.76
		I-60291	101-43100-42600	SUPPLIES KNIFE,CAULK GUN,PROPANE,TAPE	199395	210.22
01-03099	LAWSON PRODUCTS INC					
		I-9310964789	101-43100-42600	SUPPLIES RINGS,PINS,SOCKETS,CLEANERS	199388	515.78
01-03884	COMMERCIAL ASPHALT					
		I-0021291-IN	101-43100-42630	GRAVEL- BASE BUSSMUS GRAVEL	199331	12,374.78
		I-0021309-IN	101-43100-42620	ASPHALT MIX HOT MIX	199331	2,666.69
		I-2023-15 P.E. #3	101-43100-42620	ASPHALT MIX 2023-15 P.E. #3	199331	27,944.00
01-04066	TRANSWEST TRUCKS OF SIO					

PACKET : 06636 06640 06641

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
01-04066	TRANSWEST TRUCKS OF SIO	continued				
		I-094P1429	101-43100-42600	SUPPLIES AIR TANK,U BOLT	199480	325.17
		I-094P1499	101-43100-42600	SUPPLIES HOSE	199480	29.79
		I-094P1633	101-43100-42600	SUPPLIES AIR SPRING	199480	79.99
01-06890	TITZE ELECTRIC & REMODE					
		I-1959A	101-43100-42500	REPAIRS REPLACED BOARD IN GATE OPENER	199475	707.45
01-08380	PETERBILT OF SIOUX FALL					
		C-A618070	101-43100-42600	SUPPLIES CORE CREDIT	199436	125.00-
		I-A617469	101-43100-42600	SUPPLIES SEALS,ORINGS,WATER PUMP	199436	348.67
		I-A617655	101-43100-42600	SUPPLIES GASKET	199436	4.50
		I-A617743	101-43100-42600	SUPPLIES GASKETS,EGR COOLER,VALVE COVER	199436	2,638.80
		I-A617744	101-43100-42600	SUPPLIES CORE	199436	10.00
		I-A617886	101-43100-42600	SUPPLIES AIR COMPRESSOR KIT	199436	1,852.85
		I-A617887	101-43100-42600	SUPPLIES CORE	199436	100.00
		I-A618085	101-43100-42600	SUPPLIES CONNECTION GASKET,V BAND,TUBE	199436	402.86
		I-A618843	101-43100-42600	SUPPLIES PRESSURE SENSOR,GASKET VALVE	199436	364.71
		I-A618844	101-43100-42600	SUPPLIES CORE	199436	10.00
01-08452	JEFF HURT					
		I-10232023	101-43100-42650	UNIFORMS BOOTS,GLOVES,LOGOD BEANIE	199367	171.94
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4339657	101-43100-42600	SUPPLIES THERMAL ROLLS	199372	5.40
		I-IN4349350	101-43100-42600	SUPPLIES CALENDARS,LABELS	199372	63.57
01-09594	TRAVIS HOHRMAN					
		I-10232023	101-43100-42661	MECHANICS TOO TOOL REIMBURSEMENT	199366	350.00
01-09668	DAN LONDON					
		I-10232023	101-43100-42600	SUPPLIES DAWN SOAP REIMBURSED	199391	19.88
01-09817	LUKE NAGEL					
		I-122022	101-43100-42650	UNIFORMS REISSUE GLOVE REIMBURSEMENT	199419	47.96
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	60,359.33

PACKET : 06636 06640 06641

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
01-02029	BEST WESTERN RAMKOTA HO					
		I-472374	101-43110-42700	TRAVEL CONF D DAMMANN-RC ROOMS	199309	213.98
		I-472436	101-43110-42700	TRAVEL CONF D SCHROEDER-RC ROOMS	199309	320.97
		I-472443	101-43110-42700	TRAVEL CONF D T JOHNSON-RC ROOMS	199309	213.98
01-02567	S & M PRINTING INC					
		I-81278	101-43110-42600	SUPPLIES ZONING POSTERS	199448	335.00
01-03114	SUBWAY					
		I-2/A-618956	101-43110-42750	PLANNING COMM PLANNING COMMISSION MEALS	199469	55.93
01-03360	WHOLESALE ELECTRONICS I					
		C-S33040040	101-43110-42200	PROFESSIONAL RETURNED SOUND LEVEL METER	199489	195.00-
		I-C32410020	101-43110-42200	PROFESSIONAL SOUND LEVEL METER	199489	195.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01EA3780	101-43110-42600	SUPPLIES COVER	199375	10.80
		I-01EA4347	101-43110-42600	SUPPLIES COVER	199375	21.96
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	1,172.62

PACKET : 06636 06640 06641

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
01-00445	CITY OF MITCHELL					
		I-10032023	101-43120-43300	STREET OVERLA MOWING/SPRAYING BLVDS E 10TH	199329	227.50
01-02144	DAVISON COUNTY					
		I-10272023	101-43120-43300	STREET OVERLA HIGHWAY DEPT APPROACH PERMIT	199342	25.00
01-02170	DAVISON COUNTY REGISTER					
		I-10232023	101-43120-42200	PROF SERVICES ANNEXACTION	199343	30.00
		I-10262023	101-43120-42200	PROF SERVICES WARRENTY DEED	199343	30.00
01-03884	COMMERCIAL ASPHALT					
		I-2023-15 P.E. #3	101-43120-43325	NORWAY/ROWLEY 2023-15 P.E. #3	199331	45,462.00
		I-2023-15 P.E. #3	101-43120-43310	PARKING LOT/A 2023-15 P.E. #3	199331	20,994.00
01-04871	SD DEPT OF TRANSPORTATI					
		I-2021-1 P.E. #2	101-43120-43325	NORWAY/ROWLEY 2021-1 P.E. #2	199459	147,369.48
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #4	101-43120-42521	SIDEWALK CONS 2023-4 P.E. #4	199477	19,466.14
		I-2023-4 P.E. #4	101-43120-43310	PARKING LOT/A 2023-4 P.E. #4	199477	15,180.00

DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL: 248,784.12

PACKET : 06636 06640 06641

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-142927	101-43130-42600	SUPPLIES & MA ROAD SALT	199313	1,895.10
		I-142979	101-43130-42600	SUPPLIES & MA ROAD SALT	199313	1,874.25
		I-143229	101-43130-42600	SUPPLIES & MA ROAD SALT	199313	1,812.79
DEPARTMENT 3130 SNOW REMOVAL						TOTAL: 5,582.14

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3150 STORM DRAINAGE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00236	BENDER'S SEWER CLEANING					
		I-32148	101-43150-42600	SUPPLIES & MA CEMETARY MAIN LINE CAMERA	199308	3,746.70
01-00717	H & W CONTRACTING LLC					
		I-2021-25 P.E. #4	101-43150-43317	LIVESAY UTILI 2021-25 P.E. #4	199359	102,848.77
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.10.23	101-43150-42800	UTILITIES CABELA DR	199425	46.30
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #10	101-43150-43317	LIVESAY UTILI 2021-25 P.E. #10	199369	14,522.27
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	121,164.04

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1717019	101-43700-42600	SUPPLIES & MA FEMALE ADAPTOR,PRESSURE GAUGE	199446	127.95
		I-1717617	101-43700-42600	SUPPLIES & MA STIHL PART	199446	14.99
01-00436	CHS FARMERS ALLIANCE					
		I-IF7362	101-43700-42610	GAS & FUEL RUBY FIELDMASTER	199327	729.18
		I-IF7363	101-43700-42610	GAS & FUEL UNLEADED BLEND	199327	222.95
		I-IY8479	101-43700-42600	SUPPLIES & MA MOBIL DTE 10	199327	148.35
01-00671	VAN DIEST SUPPLY CO					
		I-85757	101-43700-42602	CHEMICALS HERBICIDE,TRANSFILM	199483	717.00
		I-85758	101-43700-42602	CHEMICALS CROP OIL	199483	51.85
01-01395	MITCHELL CONCRETE PRODU					
		I-105100	101-43700-42600	SUPPLIES & MA PEA ROCK	199410	109.80
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.10.23	101-43700-42800	UTILITIES 700 W 23RD AVE	199425	111.51
		I-2581642-2.10.23	101-43700-42800	UTILITIES 600 W 23RD AVE PMP	199425	272.35
01-02679	MENARD'S INC					
		I-59997	101-43700-42600	SUPPLIES & MA LED BAY,BUSHING,VALVE BALLS	199395	561.92
		I-60175	101-43700-42600	SUPPLIES & MA STAKE FLAGS,OIL DRI,TOOLBOX	199395	83.00
01-02880	THUNE TRUE VALUE & APPL					
		I-A552560	101-43700-42600	SUPPLIES & MA CONNECTORS,VALVES,ELBOWS	199473	25.06
		I-A553890	101-43700-42600	SUPPLIES & MA LEAF BAGS,BLEACH	199473	25.57
01-09058	SITEONE LANDSCAPE SUPPL					
		I-135809699-001	101-43700-42602	CHEMICALS FUNGICIDE,HERBICIDE	199464	597.72
DEPARTMENT 3700 CEMETERY					TOTAL:	3,799.20

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.10.23	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	199425	137.43
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	137.43

11/02/2023 1:53 PM
 PACKET : 06636 06640 06641
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 5500 LIBRARY
 BUDGET TO USE: CB-CURRENT BUDGET

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PAGE: 23

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00138	SCHOLASTIC LIBRARY PUBL					
		I-52813359	101-45500-43421	AUDIO-VISUAL CHILDREN'S BOOK	199454	5.59
01-00226	ZACK NORTH					
		I-10112023	101-45500-42700	TRAVEL, CONF SDLAC- RC MILEAGE	199423	277.95
01-01015	INGRAM LIBRARY SERVICES					
		I-78134810	101-45500-43420	BOOKS ADULT BOOK	199370	19.19
		I-78162000	101-45500-43420	BOOKS BOOKS	199370	137.36
		I-78177552	101-45500-43420	BOOKS ADULT BOOKS	199370	57.59
		I-78242834	101-45500-43420	BOOKS BOOKS	199370	1,092.57
		I-78267585	101-45500-43420	BOOKS BOOKS	199370	47.94
		I-78280967	101-45500-43420	BOOKS BOOKS	199370	36.29
		I-78295710	101-45500-43420	BOOKS BOOKS	199370	141.67
		I-78308109	101-45500-43420	BOOKS BOOKS	199370	70.76
		I-78328307	101-45500-43420	BOOKS BOOK	199370	25.18
		I-78393591	101-45500-43420	BOOKS BOOKS	199370	307.68
		I-78481945	101-45500-43420	BOOKS BOOKS	199370	296.45
		I-78499185	101-45500-43420	BOOKS BOOKS	199370	43.19
		I-78513340	101-45500-43420	BOOKS BOOK	199370	22.79
01-01810	CENGAGE LEARNING INC/GA					
		I-82778900	101-45500-43420	BOOKS LARGE PRINT BOOKS	199321	427.85
		I-82802939	101-45500-43420	BOOKS LARGE PRINT BOOKS	199321	187.94
		I-82810412	101-45500-43420	BOOKS LARGE PRINT BOOKS	199321	116.76
		I-82849889	101-45500-43420	BOOKS LARGE PRINT BOOKS	199321	99.96
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.10.23	101-45500-42800	UTILITIES 221 N DUFF ST	199425	2,978.93
01-02029	BEST WESTERN RAMKOTA HO					
		I-472247	101-45500-42700	TRAVEL, CONF KENKEL-RC ROOM	199309	91.00
		I-472271	101-45500-42700	TRAVEL, CONF NORTH-RC ROOMS	199309	273.00
01-02679	MENARD'S INC					
		I-59605A	101-45500-42500	REPAIR & MAIN BRAKE FLUID	199395	4.99
		I-59928	101-45500-42600	SUPPLIES & MA LAWN FOOD	199395	39.99
01-03267	WALMART/CAPITAL ONE					
		I-8692.10302023	101-45500-42600	SUPPLIES & MA HALLOWEEN CANDY	199487	26.88
01-03269	FARM & HOME PUBLISHERS					
		I-716640	101-45500-43420	BOOKS BOOKS	199350	403.50
01-05088	BLACKSTONE PUBLISHING					
		I-2122858	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	199312	147.98
01-06026	CENTER POINT LARGE PRIN					
		I-2045143	101-45500-43420	BOOKS LARGE PRINT BOOKS	199322	94.08

PACKET : 06636 06640 06641

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
01-06301	MIDAMERICA BOOKS					
		I-0016149	101-45500-43421	AUDIO-VISUAL CHILDREN'S BOOKS	199401	255.50
01-06583	BAKER & TAYLOR					
		I-2037838372	101-45500-43420	BOOKS CHILDREN'S BOOKS	199306	164.37
01-08223	OVERDRIVE INC					
		I-02495CO23375436	101-45500-42693	E-BOOKS/AUDIO AUDIOBOOKS	199433	1,217.78
		I-02495CO23380694	101-45500-42693	E-BOOKS/AUDIO AUDIOBOOK	199433	20.99
		I-02495DA23374784	101-45500-42693	E-BOOKS/AUDIO EBOOKS	199433	90.99
		I-02495DA23389711	101-45500-42693	E-BOOKS/AUDIO EAUDIOBOOKS	199433	49.99
01-08281	ARAMARK					
		I-6380139384	101-45500-42600	SUPPLIES & MA MAT CLEANING	199295	38.62
01-09703	AMAZON CAPITAL SERVICES					
		I-1H9G-6L1V-3RQW	101-45500-43420	BOOKS BOOKS,MOVIES	199293	10.94
		I-1H9G-6L1V-3RQW	101-45500-43421	AUDIO-VISUAL BOOKS,MOVIES	199293	38.71
01-10205	KEVIN KENKEL					
		I-10102023	101-45500-42700	TRAVEL, CONF SDLAC-RC MILEAGE	199380	280.50
DEPARTMENT 5500 LIBRARY					TOTAL:	9,643.45

FUND 101 GENERAL					TOTAL:	513,307.55

PACKET : 06636 06640 06641

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
01-01322	LARRY'S I-90 SERVICE IN					
	I-99116	201-45110-42605	SUPPLIES & MA KEY FOB	199387	271.18	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
01-01404	MITCHELL IRON & SUPPLY					
	I-80280	201-45110-42550	REPAIR & MAIN RUBBER SHEET PACKING	199412	764.10	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
01-01495	HARVE'S PRO PRINTS					
	I-8105	201-45110-42250	PROGRAMMING S KERNEL BASKETBALL CAMP SHIRTS	199360	833.00	
01-06345	SD DEPT OF HEALTH					
	I-11012023	201-45110-42200	PROFESSIONAL LICENSE #13650	199457	140.00	
	PROJ: J50-PROF FEE	OUTDOOR AQUATIC CENTER	CONCESSION CERTIFICATION			
01-08126	MITCHELL GIRLS BASKETBA					
	I-10272023	201-45110-42250	PROGRAMMING S KERNEL BASKETBALL CAMP	199411	1,179.00	
01-08377	MITCHELL BOYS BASKETBAL					
	I-10272023	201-45110-42250	PROGRAMMING S KERNEL BASKETBALL CAMP	199409	1,179.00	
			DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	4,366.28	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01450	MUTH ELECTRIC INC					
		I-663367	201-45140-43300	CAPITAL IMPRO INSTALL N ENTRN SIDEWALK HEAT	199416	4,756.00
		I-664418	201-45140-42500	REPAIR & MAIN REPAIRED BAD ELEMENTS-REC CNTR	199416	96.17
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-01490	MUELLER LUMBER CO. INC.					
		I-2022-50PE#8-FINAL	201-45140-43300	CAPITAL IMPRO 2022-50 P.E. #8-FINAL	199415	21,656.69
01-01497	GRAINGER					
		I-9865047907	201-45140-42500	REPAIR & MAIN PLEATED AIR FILTER	199357	170.68
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.10.23	201-45140-42800	UTILITIES 1300 N MAIN	199425	3,233.93
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97782738	201-45140-42601	CONCESSION SU SODAS,GATORADES	199435	328.72
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10612496	201-45140-42602	CHEMICALS LABS	199441	30.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-02840	TESSIER'S INC					
		I-058907	201-45140-42500	REPAIR & MAIN STAINLESS STEEL BOILER CAP	199472	648.00
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
01-02880	THUNE TRUE VALUE & APPL					
		I-A552998	201-45140-42500	REPAIR & MAIN MOUNTING TAPE	199473	13.58
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
		I-A553110	201-45140-42600	SUPPLIES & MA BATTERY	199473	6.29
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A553165	201-45140-42600	SUPPLIES & MA REMOTE CONTROL	199473	13.49
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A553178	201-45140-42600	SUPPLIES & MA BATTERIES	199473	11.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A553221	201-45140-42600	SUPPLIES & MA BATTERY	199473	6.29
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A553532	201-45140-42600	SUPPLIES & MA TAPCON BIT,NUTS,BOLTS	199473	7.16
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
		I-B280802	201-45140-42600	SUPPLIES & MA MOUNTING SQUARES,HANGERS	199473	11.28
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03267	WALMART/CAPITAL ONE					
		I-8775.10112023	201-45140-42600	SUPPLIES & MA YOGA BALLS	199487	62.40
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-8775.10172023	201-45140-42500	REPAIR & MAIN LED BOOMBOX	199487	68.00
	PROJ: J06-RM-EQUIP	REC CTR-GENERAL BLDG		REPAIR/MAINT-EQUIPMENT		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03267	WALMART/CAPITAL ONE	continued				
		I-8775.10182023	201-45140-42600	SUPPLIES & MA PC HG 8	199487	18.56
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-06750	ATV HOLDINGS, LLC dba M					
		I-INV-1247	201-45140-42500	REPAIR & MAIN REC CENTER PORT PATCH,CABLES	199414	388.28
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-09044	INTELLIPRO SECURITY LLC					
		I-3810	201-45140-43300	CAPITAL IMPRO SURVEILLANCE SYSTEM UPGRADE	199373	2,718.99
01-09126	IDENTISYS INC					
		I-639494	201-45140-42600	SUPPLIES & MA COMPATIBLE KEY TAG	199368	398.40
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-09633	STAPLES					
		C-3548374414	201-45140-42600	SUPPLIES & MA REFUND LAUNDRY DETERGENT	199467	87.24-
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3548301982	201-45140-42600	SUPPLIES & MA BAR TOWELS	199467	85.24
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3548301983	201-45140-42600	SUPPLIES & MA LAUNDRY DETERGENT	199467	87.24
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3548301984	201-45140-42600	SUPPLIES & MA HANDWASH	199467	79.14
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3548301985	201-45140-42600	SUPPLIES & MA PAPER TOWELS	199467	189.85
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3549326264	201-45140-42600	SUPPLIES & MA TOWEL DISPENSER	199467	113.91
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3549775282	201-45140-42600	SUPPLIES & MA SWIFFER REFILLS	199467	22.98
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3549909239	201-45140-42600	SUPPLIES & MA HAND TOWELS	199467	194.45
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-137W-GCN9-KJF4	201-45140-42600	SUPPLIES & MA HALLOWEEN BAGS	199293	76.77
	PROJ: J07-SM-OFFIC	REC CTR-PRESCHOOL		SUPPLIES/MATERIAL-OFFICE		
		I-1P31-KRTQ-4CMK	201-45140-42600	SUPPLIES & MA ORGANIZER BOOKSHELF	199293	110.18
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-1Q79-W7X6-QCY6	201-45140-42601	CONCESSION SU CANDY	199293	70.47
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-1QW6-1J4F-6P6C	201-45140-42600	SUPPLIES & MA WALL CLOCK	199293	84.99
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
		I-1WXH-4FR4-QFYY	201-45140-42600	SUPPLIES & MA HOT TUB FOAM ELIMINATOR	199293	161.94
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-1XKG-KJD7-NTCV	201-45140-42601	CONCESSION SU CANDY	199293	92.56
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	35,927.38

11/02/2023 1:53 PM
PACKET : 06636 06640 06641
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-1421/1	201-45160-43300	CAPITAL IMPRO BRUSH,ROOF COATING	199347	109.95
	PROJ: H13-43300	ARENA-SOUTH RINK		CAPITAL IMPROVEMENTS		
01-00236	BENDER'S SEWER CLEANING					
		I-32092	201-45160-43320	CAPITAL IMPRO TRACE DRAIN AT CADWELL PARK	199308	215.00
	PROJ: H04-43320	BASEBALL		PRESS BOX		
01-00404	NOLAN TEGELS					
		I-10122023	201-45160-42650	UNIFORMS PANTS	199470	79.98
01-00424	RUNNINGS SUPPLY INC					
		I-1716388	201-45160-42500	REPAIR & MAIN GALVINIZE ELBOW,PART	199446	29.87
	PROJ: H13-42500	ARENA-SOUTH RINK		REPAIR-MAINTENANCE		
		I-1717398	201-45160-42650	UNIFORMS SCHLIMGEN-BOOTS,LOGOD SWTSHRTS	199446	239.92
		I-1725020	201-45160-42500	REPAIR & MAIN PUMP	199446	139.99
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-297278	201-45160-42600	SUPPLIES & MA STARTING FLUID	199320	27.16
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IF8988	201-45160-42610	GAS & FUEL HOCKEY CYLINDER FILL	199327	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IF9056	201-45160-42610	GAS & FUEL HOCKEY CYLINDER FILL	199327	104.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IF9085	201-45160-42610	GAS & FUEL HOCKEY CYLINDER FILL	199327	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG1583	201-45160-42500	REPAIR & MAIN SERVICE VALVE	199327	103.99
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-00525	DAKOTA PUMP LLC					
		I-17442	201-45160-42500	REPAIR & MAIN CALDWELL MOTOR REPAIR	199338	437.50
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-00712	NAPA CENTRAL					
		I-791676	201-45160-42500	REPAIR & MAIN FLEXHOSE	199420	16.00
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-791709	201-45160-42500	REPAIR & MAIN FLEX FORM COOL HOSE	199420	6.99
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-792511	201-45160-42500	REPAIR & MAIN REAR TURN SIGNAL	199420	3.11
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01036	REXWINKEL CONCRETE INC.					
		I-2022-34 P.E. #2	201-45160-43320	CAPITAL IMPRO 2022-34 P.E. #2	199444	89,730.00
01-01450	MUTH ELECTRIC INC					
		I-663873	201-45160-42500	REPAIR & MAIN REPLACED POLE BAD SOCKETS	199416	1,031.34
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01450	MUTH ELECTRIC INC	continued				
		I-664508	201-45160-42500	REPAIR & MAIN REPAIRED TRIPPING SCOREBOARD	199416	1,507.00
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-664899	201-45160-43320	CAPITAL IMPRO REPAIR GRANDSTAND WIRE,DAMAGED	199416	3,662.00
	PROJ: H04-43320	BASEBALL		PRESS BOX		
01-01490	MUELLER LUMBER CO. INC.					
		C-292631	201-45160-42600	SUPPLIES & MA RETURNED T&G TREATED	199415	34.86-
	PROJ: H10-42600	MUNROE PARK		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2834109-7.10.23	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	199425	613.38
	PROJ: H15-42800	LAK MITCHELL PUMP CADWELL		UTILITIES		
		I-2991007-2.10.23	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	199425	2,593.85
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S103115836.001	201-45160-42500	REPAIR & MAIN REPAIR COUPLING,PARTS,ACCT704	199339	254.76
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-S103176592.001	201-45160-42600	SUPPLIES & MA SOCKET ADAPTOR,ACCT 704	199339	8.94
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2023-19 P.E. #5	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #5	199452	425.00
01-02679	MENARD'S INC					
		I-59595	201-45160-42600	SUPPLIES & MA RV MARINE	199395	355.32
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-59878	201-45160-42600	SUPPLIES & MA U-BOLT	199395	3.98
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-60281	201-45160-42600	SUPPLIES & MA BATTERIES	199395	16.98
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A552916	201-45160-42600	SUPPLIES & MA NUTS,BOLTS	199473	1.75
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-A553871	201-45160-42600	SUPPLIES & MA NUTS,BOLTS,CHAINS	199473	9.76
	PROJ: H10-42600	MUNROE PARK		SUPPLIES/MATERIALS		
		I-A554048	201-45160-42600	SUPPLIES & MA BITS,NUTS,BOLTS	199473	28.38
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-B280708	201-45160-42600	SUPPLIES & MA TUBING	199473	12.26
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-10356	CK BICYCLES & LOCKS LLC					
		I-18143	201-45160-42600	SUPPLIES & MA KEYS	199330	9.00
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	101,846.30

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER'S SEWER CLEANING					
		I-32139	201-45210-42600	SUPPLIES & MA CABLE LINE @ SPORTSMAN CLUB	199308	290.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-00356	QUALIFIED PRESORT					
		I-2279-3531	201-45210-42600	SUPPLIES & MA POSTAGE 10.1-15.2023	199442	19.80
01-00424	RUNNINGS SUPPLY INC					
		I-1709112	201-45210-42600	SUPPLIES & MA BOLT BARREL	199446	15.87
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1712323	201-45210-42600	SUPPLIES & MA ANTIFREEZE	199446	251.16
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1716690	201-45210-42600	SUPPLIES & MA ANTIFREEZE	199446	125.58
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000292408	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILL	199289	96.32
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01054	JAMES VALLEY LANDSCAPE					
		I-34179	201-45210-42600	SUPPLIES & MA PLAYGROUND MULCH	199376	4,699.40
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV412430	201-45210-42500	REPAIR & MAIN BATTERY	199488	132.93
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-INV420106	201-45210-42500	REPAIR & MAIN U BOLT WASHER,NUTS,RODS	199488	50.76
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815022311	201-45210-42500	REPAIR & MAIN OIL,AIR,FUEL FILTERS	199468	139.32
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.10.23	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	199425	36.26
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.10.23	201-45210-42800	UTILITIES PATTON YOUNG	199425	82.03
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.10.23	201-45210-42800	UTILITIES ACCESS LOT METER	199425	10.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.10.23	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	199425	43.43
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-2997129-8.10.23	201-45210-42800	UTILITIES 800 E 11TH AVE	199425	20.95
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-3328555-2.10.23	201-45210-42800	UTILITIES 425 S BURR	199425	58.95
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3975325-6.10.23	201-45210-42800	UTILITIES 612 W ASH AVE	199425	41.32
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01964	DAKOTA SUPPLY GROUP					
		I-S103108958.001	201-45210-42600	SUPPLIES & MA SINK,STRAINER,CLOSET,ACCT704	199339	123.06
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-9886-2	201-45210-42600	SUPPLIES & MA STAIN	199461	77.44
	PROJ: H68-42600	FRANKS BAY		SUPPLIES/MAINTENANCE		
01-02679	MENARD'S INC					
		I-58911	201-45210-42600	SUPPLIES & MA TRIM LINE	199395	4.89
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-59257	201-45210-42600	SUPPLIES & MA SLIP JOINT NUT	199395	1.99
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
		I-59339	201-45210-42600	SUPPLIES & MA BATTERY,STRIKE PLATE,LED LIGHT	199395	81.27
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
		I-59397	201-45210-42600	SUPPLIES & MA COMPOSITE SCREW,CEDAR SOLID	199395	29.46
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-59407A	201-45210-42600	SUPPLIES & MA COMPRESSION NUT,SLEEVE	199395	3.38
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
		I-59641	201-45210-42600	SUPPLIES & MA MARINE HOSE	199395	16.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-98768	201-45210-42500	REPAIR & MAIN TUBE REPAIR	199476	31.01
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-B279947	201-45210-42600	SUPPLIES & MA BULBS	199473	11.99
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-03360	WHOLESALE ELECTRONICS I					
		I-C32650040	201-45210-42600	SUPPLIES & MA TOGGLE SWITCH	199489	6.92
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12398442	201-45210-42500	REPAIR & MAIN BELT	199317	35.65
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-12398445	201-45210-42500	REPAIR & MAIN SWITCH	199317	41.69
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-12431782	201-45210-42500	REPAIR & MAIN SWITCH	199317	12.84
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-09058	SITEONE LANDSCAPE SUPPL					
		I-132584366-001	201-45210-42600	SUPPLIES & MA VALVE BOX LID	199464	46.14
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-09826	HEARTLAND AG SYSTEMS					
		I-IH21554	201-45210-42500	REPAIR & MAIN HOSE	199363	1.43
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09847	TONI SCHMIDT					
		I-10312023	201-45210-42604	TREES	RE-TREE MITCHELL PROGRAM	199451 177.54
	PROJ: H52-42604	FORESTRY		TREES		
01-10154	SCHOENFELDER PORTABLES					
		I-3237	201-45210-42600	SUPPLIES & MA TOILET RENTALS	199453	220.00
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
01-10351	TRISH DELANEY					
		I-1023960	201-45210-42604	TREES	RE-TREE MITCHELL PROGRAM	199344 100.00
	PROJ: H52-42604	FORESTRY		TREES		
01-10356	CK BICYCLES & LOCKS LLC					
		I-18104	201-45210-42600	SUPPLIES & MA LEVER, LOCK CYLINDER, KEY	199330	592.50
	PROJ: H77-42600	SPORTSMANS CLUB		SUPPLIES/MATERIALS		
		I-1907	201-45210-42600	SUPPLIES & MA KEY	199330	18.00
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
				DEPARTMENT 5210 PARKS	TOTAL:	7,748.27
				FUND 201 PARK FUND	TOTAL:	149,888.23

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 203 LAKE MITCHELL

DEPARTMENT: 5220 LAKE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00479	DAVISON CONSERVATION DI					
		I-10012023	203-45220-42200	PROFESSIONAL STEHLY PROPERTY RAM PAYMENT	199341	1,000.00
		I-102023	203-45220-42200	PROFESSIONAL KELLEY PROPERTY RAM PAYMENT	199341	200.00
01-06294	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #9	203-45220-42200	PROFESSIONAL 2023-3 P.E. #9	199314	7,872.50
01-09239	MIDWEST LABORATORIES IN					
		I-1153318	203-45220-42550	TESTING LABS	199404	1,233.80
				DEPARTMENT 5220 LAKE	TOTAL:	10,306.30
				FUND 203 LAKE MITCHELL	TOTAL:	10,306.30

PACKET : 06636 06640 06641

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
01-10486	AT&T MOBILITY - POLICE					
		I-9001X10232023	214-43500-42800	UTILITIES - T ACCT #287283989001	199298	45.40
				DEPARTMENT 3500 E-911	TOTAL:	45.40
				FUND 214 E-911 EMERGENCY	TOTAL:	45.40

PACKET : 06636 06640 06641
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5140 MVP
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07987	AT&T MOBILITY - PALACE					
		I-3882X10232023	218-45140-42800	UTILITIES ACCT #287298243882	199297	12.61
DEPARTMENT 5140 MVP						TOTAL: 12.61

BUDGET TO USE: CB-CURRENT BUDGET

PACKET : 06636 06640 06641

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
01-00767	FOREMAN CHARTERS					
		I-15965	218-45180-42900	FUNDRAISING FALL BUS TRIP	199352	950.00
01-01018	AUTOMATIC BUILDING CONT					
		I-180193	218-45180-42500	REPAIR & MAIN ANNUAL ALARM MONITORING	199300	240.00
01-01497	GRAINGER					
		I-9869439183	218-45180-42500	REPAIR & MAIN REPLACED BATHROOM FAN	199357	273.80
01-02679	MENARD'S INC					
		I-59551	218-45180-42500	REPAIR & MAIN MIXER,WIRE CONNECTORS,PAILS	199395	9.60
		I-60447	218-45180-42600	SUPPLIES & MA DETERGENT	199395	35.92
01-02811	JONES SUPPLIES					
		I-143779	218-45180-42600	SUPPLIES & MA LINERS,TOILET PAPER,TOWELS	199379	102.04
01-04293	JCL SOLUTIONS					
		I-1340412	218-45180-42600	SUPPLIES & MA CLEAN BY PEROXY	199377	230.00
01-07987	AT&T MOBILITY - PALACE					
		I-3882X10232023	218-45180-42800	UTILITIES ACCT #287298243882	199297	12.61
01-09815	ROY KING					
		I-10112023	218-45180-42900	FUNDRAISING JVCC DANCE 11.5.23	199383	150.00
DEPARTMENT 5180 JVCC					TOTAL:	2,003.97

FUND 218 COMMUNITY SERVICES					TOTAL:	3,292.31

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 219 NUTRITION

DEPARTMENT: 5140 NUTRITION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07987	AT&T MOBILITY - PALACE					
		I-3882X10232023	219-45140-42800	UTILITIES ACCT #287298243882	199297	12.61
01-09069	BIG DADDY D'S INC					
		I-10302023	219-45140-42911	CONTRACT SERV SR MEALS 10.23-27.2023	199310	2,550.00
		I-860	219-45140-42911	CONTRACT SERV SR MEALS OCT 2-6, 2023	199310	2,189.60
		I-861	219-45140-42911	CONTRACT SERV SR MEALS 10.9-13, 2023	199310	1,897.20
		I-862	219-45140-42605	MEAL SUPPLIES FILM	199310	32.71
		I-863	219-45140-42911	CONTRACT SERV SR MEALS 10.16-20, 2023	199310	2,414.00
			DEPARTMENT 5140	NUTRITION	TOTAL:	9,096.12
			FUND	219 NUTRITION	TOTAL:	9,096.12

PACKET : 06636 06640 06641

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3330 WATER TREATMENT PLANT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1724736	602-43330-42600	SUPPLIES & MA BULK BIN PRODUCTS	199446	2.19
01-00520	HAWKINS INC					
		I-6587916	602-43330-42600	SUPPLIES & MA AZONE,CARBOY	199361	36.00
		I-6602899	602-43330-42600	SUPPLIES & MA CHLORINE	199361	50.00
01-01830	NORTHWESTERN ENERGY					
		I-2585902-6.10.23	602-43330-42800	UTILITIES 2800 N MAIN ST	199425	7,036.77
		I-2586002-4.10.23	602-43330-42800	UTILITIES N LAKE MITCHELL	199425	68.15
01-01964	DAKOTA SUPPLY GROUP					
		I-S103137389.001	602-43330-42600	SUPPLIES & MA LASCO 806-030, ACCT 700	199339	15.13
01-02679	MENARD'S INC					
		I-59643	602-43330-42600	SUPPLIES & MA COUPLING	199395	5.29
		I-59956	602-43330-42600	SUPPLIES & MA TOOLBOX,FLOOR CLEANER	199395	41.13
		I-60060	602-43330-42600	SUPPLIES & MA T-TISSUE,COTTON SWABS	199395	56.83
01-09703	AMAZON CAPITAL SERVICES					
		I-174J-G3GD-6M4G	602-43330-42600	SUPPLIES & MA LAD-SAF SLEEVE	199293	907.30
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	8,218.79

PACKET : 06636 06640 06641

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
=====						
01-00145	AMERICAN GARAGE DOOR CO					
	I-M39806	602-43340-42500	REPAIR & MAIN WATER PLANT SPRINGS REPLACED	199294	500.91	
01-00210	BAILEY METAL FABRICATOR					
	I-61898	602-43340-42600	SUPPLIES & MA CHEATER BARS,PIPE	199305	124.70	
	I-61939	602-43340-42600	SUPPLIES & MA LABOR CUT PIPE	199305	88.77	
01-00356	QUALIFIED PRESORT					
	I-2279-3531	602-43340-42660	POSTAGE POSTAGE 10.1-15.2023	199442	14.52	
01-00424	RUNNINGS SUPPLY INC					
	I-1712937	602-43340-42600	SUPPLIES & MA CONCRETE RAKE	199446	32.99	
	I-1718148	602-43340-42600	SUPPLIES & MA STACKABLE TRAYS	199446	38.74	
	I-1722810	602-43340-42600	SUPPLIES & MA GORILLA TAPE,SHOVELS,PRY BAR	199446	191.49	
	I-1727377	602-43340-42650	UNIFORMS PETERSON BOOTS	199446	189.99	
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-297259	602-43340-42600	SUPPLIES & MA TERRACAIR DEF	199320	27.98	
	I-4977-297988	602-43340-42600	SUPPLIES & MA PROTECTOR	199320	9.79	
01-00432	ZACH SCOTT CONSTRUCTION					
	I-2331	602-43340-42522	WATER MAIN RE EXCAVATING,BORING,CONCRETE	199491	98,169.11	
01-00469	GEOTEK ENGINEERING & TE					
	I-2020-20 P.E. #5	602-43340-43355	ABOVE GROUND 2020-20 P.E. #5	199355	6,562.75	
01-00717	H & W CONTRACTING LLC					
	I-2020-20 P.E. #1	602-43340-43355	ABOVE GROUND 2020-20 P.E. #1	199359	933,303.73	
	I-2021-25 P.E. #4	602-43340-43326	LIVESAY UTILI 2021-25 P.E. #4	199359	7,093.02	
01-00798	MAGUIRE IRON INC					
	I-2021-3 P.E. #2	602-43340-43358	PAINT WEST WT 2021-3 P.E. #2	199392	249,776.57	
01-01457	MIDWEST FIRE & SAFETY					
	I-059031	602-43340-42600	SUPPLIES & MA FIRE EXTINGUISHER SERVICE	199403	333.50	
01-01830	NORTHWESTERN ENERGY					
	I-2941237-6.10.23	602-43340-42800	UTILITIES 1416 E SPRUCE ST	199425	39.60	
	I-2958403-4.10.23	602-43340-42800	UTILITIES 1800 VAN DYKE DR	199425	323.88	
01-02143	HDR ENGINEERING INC					
	I-2022-22 P.E. #12	602-43340-42225	PROFESSIONAL 2022-22 P.E. #12	199362	660.63	
01-02470	CORE & MAIN LP					
	I-T562846	602-43340-42600	SUPPLIES & MA PIPES	199332	2,670.73	
	I-T697470	602-43340-42600	SUPPLIES & MA VALVES,PIPES,ELBOWS,ADAPTORS	199332	5,899.78	
	I-T732126	602-43340-42525	HYDRANT REPAI PIPES,WASHERS,ORINGS,SCREWS	199332	4,997.02	
	I-T751100	602-43340-42600	SUPPLIES & MA MAG LOCATOR	199332	1,926.93	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2021-3 P.E. #17	602-43340-43358	PAINT WEST WT 2021-3 P.E. #17	199452	2,786.60
		I-2021-45 P.E. #25	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #25	199452	370.00
		I-2021-45 P.E. #27	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #27	199452	433.75
01-02650	STAN HOUSTON EQUIP CO I					
		I-2364829	602-43340-42600	SUPPLIES & MA BATTERY	199466	498.00
01-02679	MENARD'S INC					
		I-60012	602-43340-42600	SUPPLIES & MA BITDRIVE SETS	199395	28.98
		I-60329	602-43340-42600	SUPPLIES & MA EXTRUDED	199395	107.94
01-02804	TMA STORES					
		I-99190	602-43340-42500	REPAIR & MAIN LOOSE FLAT REPAIR	199476	28.24
01-03884	COMMERCIAL ASPHALT					
		I-2023-15 P.E. #3	602-43340-43348	WATER MAIN-RO 2023-15 P.E. #3	199331	24,000.00
01-04043	TOM NEUGEBAUER					
		I-150793	602-43340-42500	REPAIR & MAIN DAMAGED SPRINKLER HEAD REPLACE	199421	50.00
01-04312	USA BLUEBOOK					
		I-INV00157164	602-43340-42600	SUPPLIES & MA QUICK RELEASE HANDLE,SAW CHAIN	199482	1,115.86
		I-INV00181141	602-43340-42600	SUPPLIES & MA BRASS GATE VALVE	199482	323.37
01-06656	PREMIER PEST CONTROL LL					
		I-51057	602-43340-42600	SUPPLIES & MA OCTOBER PEST CONTROL	199439	75.00
01-07526	O'REILLY AUTOMOTIVE INC					
		I-2090-123620	602-43340-42600	SUPPLIES & MA CALPR BELT	199432	5.05
		I-2090-123622	602-43340-42600	SUPPLIES & MA BOLT KIT,RETURNED CALPR BELT	199432	9.95
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #24	602-43340-43355	ABOVE GROUND 2020-20 P.E. #24	199369	3,954.40
		I-2021-25 P.E. #10	602-43340-43326	LIVESAY UTILI 2021-25 P.E. #10	199369	1,001.54
01-08466	CHR SOLUTIONS INC					
		C-766136	602-43340-42660	POSTAGE WATER BILLING CREDIT	199326	13.34-
		C-766136	602-43340-42910	BILLING OFFIC WATER BILLING CREDIT	199326	13.30-
		I-766113	602-43340-42660	POSTAGE WATER BILLING POSTAGE,MAILING	199326	809.90
		I-766113	602-43340-42910	BILLING OFFIC WATER BILLING POSTAGE,MAILING	199326	432.79
01-09703	AMAZON CAPITAL SERVICES					
		C-1VH6-P1HN-16TN	602-43340-42600	SUPPLIES & MA RETURNED BATTERY PACK	199293	587.70-
		I-1R9G-VGHD-JLV4	602-43340-42600	SUPPLIES & MA MILWAUKEE BATTERY PACK	199293	587.70
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	1,348,981.86

FUND 602 WATER					TOTAL:	1,357,200.65

PACKET : 06636 06640 06641

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-2279-3531	604-43200-42660	POSTAGE POSTAGE 10.1-15.2023	199442	16.50
01-00424	RUNNINGS SUPPLY INC					
		I-1725783	604-43200-42600	SUPPLIES NOZZLES,QUICK CONNECTS	199446	8.97
		I-1726673	604-43200-42650	UNIFORMS WAGAMAN LOGOD UNIFORMS	199446	38.97
		I-1726676	604-43200-42650	UNIFORMS HOLLEMAN JEANS	199446	87.89
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E. #11	604-43200-43300	NORTH PLANT I 2021-31 P.E. #11	199355	3,401.50
01-00750	FISHER SCIENTIFIC					
		I-6895959	604-43200-42600	SUPPLIES CHLORIDE,ELECTRODE STORAGE	199351	183.54
		I-6963160	604-43200-42600	SUPPLIES DRIERITE MESH	199351	75.91
01-01789	NORTHERN BALANCE & SCAL					
		I-0137527	604-43200-42600	SUPPLIES CALIBRATION OF WEIGHTS	199424	173.50
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.10.23	604-43200-42800	UTILITIES 2141 E HAVENS ST PLNT SWR	199425	6,298.57
01-02143	HDR ENGINEERING INC					
		I-2021-31 P.E. #31	604-43200-43300	NORTH PLANT I 2021-31 P.E. #31	199362	34,581.22
		I-2022-1 P.E. #9	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #9	199362	27,182.80
01-02602	PUBLIC HEALTH LABORATOR					
		I-10612156	604-43200-42550	LABORATORY FE TESTING	199441	195.00
01-02653	DEPARTMENT OF MOTOR VEH					
		I-10132023	604-43200-42600	SUPPLIES 2023 TEXAS PRIDE TITLE,REG,PLT	199345	26.70
01-02679	MENARD'S INC					
		I-60274	604-43200-42600	SUPPLIES DISTILLED WATER,RAKE,SEAFOAM	199395	58.74
01-06656	PREMIER PEST CONTROL LL					
		I-51051	604-43200-42600	SUPPLIES OCTOBER PEST CONTROL	199439	75.00
01-08466	CHR SOLUTIONS INC					
		C-766136	604-43200-42660	POSTAGE WATER BILLING CREDIT	199326	13.34-
		I-766113	604-43200-42660	POSTAGE WATER BILLING POSTAGE,MAILING	199326	809.90
01-10525	PKG CONTRACTING INC					
		I-2021-31 P.E. #17	604-43200-43300	NORTH PLANT I 2021-31 P.E. #17	199438	545,345.00
DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:						618,546.37

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-1397/1	604-43250-42600	SUPPLIES	REDLITHIUM BATTERY	199347	249.00
01-00424	RUNNINGS SUPPLY INC					
	I-1718611	604-43250-42600	SUPPLIES	POULTRY WIRE	199446	69.99
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-297046	604-43250-42600	SUPPLIES	DEX III	199320	33.96
	I-4977-297627	604-43250-42600	SUPPLIES	PRIM WIRES	199320	35.97
	I-4977-297816	604-43250-42600	SUPPLIES	CHEVY SILVERADO THERMOSTAT	199320	25.99
	I-4977-297821	604-43250-42600	SUPPLIES	WATER OUTLET,GASKET	199320	8.49
01-00436	CHS FARMERS ALLIANCE					
	I-IY8555	604-43250-42500	REPAIRS	BOOT PATCH TIRE	199327	22.50
01-00525	DAKOTA PUMP LLC					
	I-17524	604-43250-42600	SUPPLIES	TUBING	199338	1,396.90
01-00712	NAPA CENTRAL					
	I-791674	604-43250-42600	SUPPLIES	SILVERADO RADIATOR,CONDENSER	199420	318.88
01-00717	H & W CONTRACTING LLC					
	I-2021-25 P.E. #4	604-43250-43336	LIVESAY UTILI	2021-25 P.E. #4	199359	67,383.68
01-01117	WHEELCO BRAKE & SUPPLY					
	I-INV428848	604-43250-42600	SUPPLIES	TOTAL POWER ANTI-GEL	199488	93.36
01-01239	BUTLER MACHINERY INC					
	I-13PS0075760	604-43250-42600	SUPPLIES	PUMP,GASKET	199316	160.72
01-01404	MITCHELL IRON & SUPPLY					
	I-80199	604-43250-42600	SUPPLIES	SOCKET HEAD	199412	1.53
01-01457	MIDWEST FIRE & SAFETY					
	I-059033	604-43250-42600	SUPPLIES	FIRE EXTINGUISHER SERVICE	199403	211.50
01-01830	NORTHWESTERN ENERGY					
	I-2572870-0.10.23	604-43250-42800	UTILITIES	1511 N COMMERCE	199425	57.78
	I-2579460-3.10.23	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	199425	72.72
	I-2581214-0.10.23	604-43250-42800	UTILITIES	N FOSTER ST	199425	993.55
	I-2581590-3.10.23	604-43250-42800	UTILITIES	N HARMON DR	199425	102.96
	I-2581650-5.10.23	604-43250-42800	UTILITIES	KIPPES CV	199425	25.11
	I-2581719-8.10.23	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	199425	99.22
	I-2581747-9.10.23	604-43250-42800	UTILITIES	S HARMON DR	199425	70.52
	I-2582035-8.10.23	604-43250-42800	UTILITIES	1500 W 23RD AVE	199425	127.04
	I-2582739-5.10.23	604-43250-42800	UTILITIES	1300 W NORWAY AVE	199425	102.14
	I-2585907-5.10.23	604-43250-42800	UTILITIES	AIRPORT RD WST WTR	199425	66.31
	I-2809477-9.10.23	604-43250-42800	UTILITIES	1423 COUNTRY DR	199425	134.65
	I-2828568-2.10.23	604-43250-42800	UTILITIES	5709 ISLAND CT	199425	28.71

PACKET : 06636 06640 06641

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
01-02143	HDR ENGINEERING INC					
		I-2022-22 P.E. #12	604-43250-42200	PROFESSIONAL 2022-22 P.E. #12	199362	660.62
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2021-45 P.E. #26	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #26	199452	92.50
		I-2021-45 P.E. #28	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #28	199452	500.00
01-02679	MENARD'S INC					
		I-59495	604-43250-42600	SUPPLIES FLOOR/WALL BRUSH,STEEL HANDLE	199395	35.92
01-02880	THUNE TRUE VALUE & APPL					
		I-B280748	604-43250-42600	SUPPLIES MARKER	199473	8.79
01-03014	ADVANCE AUTO PARTS					
		I-5761329872767	604-43250-42600	SUPPLIES QUICK DISCONNECTS	199291	11.60
		I-5761330033362	604-43250-42600	SUPPLIES FRAM ANT FS	199291	16.14
01-06656	PREMIER PEST CONTROL LL					
		I-51073	604-43250-42600	SUPPLIES OCTOBER PEST CONTROL	199439	75.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #10	604-43250-43336	LIVESAY UTILI 2021-25 P.E. #10	199369	9,514.59
01-08466	CHR SOLUTIONS INC					
		C-766136	604-43250-42910	BILLING OFFIC WATER BILLING CREDIT	199326	13.34-
		I-766113	604-43250-42910	BILLING OFFIC WATER BILLING POSTAGE,MAILING	199326	432.80
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	83,227.80
FUND 604 SEWER					TOTAL:	701,774.17

PACKET : 06636 06640 06641

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
01-00145	AMERICAN GARAGE DOOR CO					
		I-M39742	606-43500-42600	SUPPLIES & MA WIRED KEY PAD,GATE READER	199294	681.93
		I-M39833	606-43500-42600	SUPPLIES & MA GATE REMOTES	199294	239.80
01-01193	KROHMER PLUMBING INC					
		I-75894	606-43500-43419	MAINTENANCE S BOILER REPLACEMENT BID	199385	22,175.00
01-02495	SCOTT SUPPLY CO.					
		I-19444P	606-43500-42600	SUPPLIES & MA WOODS MOWER WING HOSE	199456	195.75
		I-19780P	606-43500-42600	SUPPLIES & MA SNOW PLOW HYDRAULIC HOSE	199456	100.09
		I-19843P	606-43500-42600	SUPPLIES & MA SNOW PLOW HYDRAULIC HOSE	199456	72.92
		I-19912P	606-43500-42600	SUPPLIES & MA HENDERSON PLOW	199456	103.07
01-02880	THUNE TRUE VALUE & APPL					
		I-B281056	606-43500-42600	SUPPLIES & MA CART FUSE,SELF TESTER	199473	26.57
01-03004	ATR LIGHTING ENTERPRISE					
		I-3456373-IN	606-43500-42605	LIGHTING MAIN RUNWAY LIGHT BULBS	199299	440.47
01-08515	SD DEPT OF PUBLIC SAFET					
		I-117311	606-43500-42600	SUPPLIES & MA BOILER CERT FEE	199458	80.00
01-09516	BECHEN ELECTRIC INC					
		I-4298	606-43500-42600	SUPPLIES & MA DISCONNECT,HOOUP BOILERS	199307	268.07
DEPARTMENT 3500 AIRPORT					TOTAL:	24,383.67

FUND 606 AIRPORT					TOTAL:	24,383.67

PACKET : 06636 06640 06641

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
01-00262	GREAT WESTERN TIRE CO					
		I-1-628666	612-43220-42600	SUPPLIES TIRES	199358	1,486.54
01-00436	CHS FARMERS ALLIANCE					
		I-IY8331	612-43220-42600	SUPPLIES DEF	199327	137.27
		I-IY8683	612-43220-42500	REPAIR & MAIN MOUNT TIRES	199327	60.00
		I-IY8822	612-43220-42600	SUPPLIES DEF BULK	199327	145.75
		I-IY8823	612-43220-42500	REPAIR & MAIN MOUNT TIRE	199327	60.00
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.10.23	612-43220-42800	UTILITIES 2801 E HAVENS ST	199425	152.39
01-02484	DARRINGTON WATER COND					
		I-60160.09.23	612-43220-42500	REPAIR & MAIN COOLER RENTAL	199340	12.00
01-06656	PREMIER PEST CONTROL LL					
		I-51052	612-43220-42500	REPAIR & MAIN OCT 2023 PEST CONTROL	199439	175.00
01-09891	MILLENNIUM RECYCLING					
		I-481202	612-43220-42200	CONTRACT-MILL SINGLE STREAM FEE	199406	1,980.40
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	4,209.35

PACKET : 06636 06640 06641

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-2279-3531	612-43230-42660	POSTAGE	POSTAGE 10.1-15.2023	199442 14.52
01-00424	RUNNINGS SUPPLY INC					
		I-1716009	612-43230-42650	UNIFORMS	DUFKE-PANTS, JEANS	199446 153.95
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV424131	612-43230-42600	SUPPLIES	AIR DRYER CARTRIDGE	199488 14.94
01-01830	NORTHWESTERN ENERGY					
		I-2576522-3.10.23	612-43230-42800	UTILITIES	1404 W 5TH AVE SHED	199425 37.47
01-02418	SANITATION PRODUCTS INC					
		I-87096	612-43230-42600	SUPPLIES	ELEMENT FILTERS	199450 755.15
01-04066	TRANSWEST TRUCKS OF SIO					
		I-094P1504	612-43230-42600	SUPPLIES	FILTERS,TANK CAPS,FUEL FILTER	199480 439.00
		I-094P1506	612-43230-42600	SUPPLIES	CAP-DEF TANK	199480 35.49
		I-094P1537	612-43230-42600	SUPPLIES	MULTI FUNCTION SWITCH	199480 146.99
01-08466	CHR SOLUTIONS INC					
		C-766136	612-43230-42660	POSTAGE	WATER BILLING CREDIT	199326 13.34-
		C-766136	612-43230-42910	BILLING OFFIC	WATER BILLING CREDIT	199326 13.34-
		I-766113	612-43230-42660	POSTAGE	WATER BILLING POSTAGE,MAILING	199326 809.89
		I-766113	612-43230-42910	BILLING OFFIC	WATER BILLING POSTAGE,MAILING	199326 432.80
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4349350	612-43230-42600	SUPPLIES	CALENDARS,LABELS	199372 63.59
01-10554	MIDWEST OIL COMPANY					
		I-1025428	612-43230-42600	SUPPLIES	VP ULTRA POWER DRUM	199405 606.71
				DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	3,483.82

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-3531	612-43240-42600	SUPPLIES POSTAGE 10.1-15.2023	199442	41.58
01-00424	RUNNINGS SUPPLY INC					
		I-1725780	612-43240-42600	SUPPLIES AIR CHUCK,NUTS,BOLTS,WASHERS	199446	95.08
01-00712	NAPA CENTRAL					
		I-791517	612-43240-42600	SUPPLIES GOJO	199420	73.47
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.10.23	612-43240-42800	UTILITIES ACCT #13061001	199323	656.35
01-01239	BUTLER MACHINERY INC					
		C-13CS0008712	612-43240-42600	SUPPLIES CORE CREDIT	199316	1,802.55-
		I-13PS0076782	612-43240-42600	SUPPLIES PUMP	199316	5,803.77
		I-13PS0076904	612-43240-42600	SUPPLIES MOTOR,CORE	199316	1,598.14
		I-13WO0043005	612-43240-42600	SUPPLIES SERVICE CALL LABOR	199316	255.00
01-01417	GOLDEN WEST TECHNOLOGIE					
		I-417665	612-43240-42500	REPAIR AND MA REMOTE PROGRAMMING	199356	50.00
01-02484	DARRINGTON WATER COND					
		I-49197.09.23	612-43240-42500	REPAIR AND MA COOLER RENTAL	199340	31.35
01-02527	TRANSOURCE					
		I-41P39696	612-43240-42600	SUPPLIES PROPORTIONAL MAGNETO	199479	730.98
01-02679	MENARD'S INC					
		I-60381	612-43240-42600	SUPPLIES LED GLASS FILAM	199395	111.96
01-04046	CAROLINA SOFTWARE, INC.					
		I-88472	612-43240-42540	REPAIRS/MAINT WASTEWORKS SOFTWARE SUPPORT	199319	500.00
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4338840	612-43240-42600	SUPPLIES CHAIR,TAPE,PENS	199372	390.00
		I-IN4349350	612-43240-42600	SUPPLIES CALENDARS,LABELS	199372	63.55
DEPARTMENT 3240 LANDFILL						TOTAL: 8,598.68

FUND 612 SANITATION					TOTAL:	16,291.85

PACKET : 06636 06640 06641

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
01-00145	AMERICAN GARAGE DOOR CO					
		I-M39886	613-45650-42500	REPAIRS & MAI E CITY HALL DOOR SERVICE CALL	199294	316.00
01-00179	KIKN-FM					
		I-4142260-2	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	199381	1,575.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
		I-4225386-1	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	199381	200.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-00261	KXRB-AM					
		I-4142248-2	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	199386	1,575.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
		I-4225384-1	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	199386	200.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-00356	QUALIFIED PRESORT					
		I-584636	613-45650-42660	SHIPPING/POST FLATS POSTAGE 10.1-15.2023	199442	5.89
01-00424	RUNNINGS SUPPLY INC					
		I-1713204	613-45650-42500	REPAIRS & MAI SWITCH,GANG BOX ADJUSTABLE	199446	12.18
		I-1714190	613-45650-42600	SUPPLIES & MA GLOVES	199446	89.96
	PROJ: X04-42600	DECORATING		SUPPLIES		
		I-1724861	613-45650-42500	REPAIRS & MAI PULLEY	199446	29.99
	PROJ: X04-42500	DECORATING		REPAIRS/MAINTENANCE		
01-01322	LARRY'S I-90 SERVICE IN					
		I-98821	613-45650-42500	REPAIRS & MAI VALVES,PISTONS,SPRINGS	199387	1,203.48
01-01450	MUTH ELECTRIC INC					
		I-663127	613-45650-42913	STREET EXPENS REPAIRED TEMPORARY PANELS	199416	1,597.08
	PROJ: W07-42913	CORN PALACE FESTIVAL-2020		STREET EXPENSES		
		I-664313	613-45650-42500	REPAIRS & MAI REPLACED 2 BAD LIGHTS IN GYM	199416	143.62
		I-664606	613-45650-42500	REPAIRS & MAI REPLACED 2 LIGHTS IN GYM	199416	142.35
		I-665035	613-45650-42500	REPAIRS & MAI REPLACED BAD LIGHT IN GYM	199416	96.17
01-01490	MUELLER LUMBER CO. INC.					
		I-292225	613-45650-42600	SUPPLIES & MA PLYWOOD BLADE	199415	76.45
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-01497	GRAINGER					
		I-9861507078	613-45650-42600	SUPPLIES & MA EAR MUFFS	199357	68.97
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-02560	PEPSI COLA COMPANY					
		I-97782486	613-45650-42610	COST OF GOODS BIBS,BUBBLRS	199435	522.48
01-02679	MENARD'S INC					
		I-59551	613-45650-42500	REPAIRS & MAI MIXER,WIRE CONNECTORS,PAILS	199395	55.32
		I-60168	613-45650-42500	REPAIRS & MAI CASTER WHEEL,PLEATED FILTERS	199395	36.13

PACKET : 06636 06640 06641

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
=====						
01-02811	JONES SUPPLIES					
		I-143576	613-45650-42600	SUPPLIES & MA ADAPTOR BASE	199379	34.86
		I-143612	613-45650-42600	SUPPLIES & MA BATTERY, T-TISSUE, TOWELS, SANITZ	199379	594.07
		I-143769	613-45650-42600	SUPPLIES & MA LINERS	199379	79.55
		I-143797	613-45650-42600	SUPPLIES & MA GLASS CLEANERS, BATTERY, TOWELS	199379	172.44
		I-143827	613-45650-42600	SUPPLIES & MA GLOVES, NAPKINS	199379	97.90
01-03267	WALMART/CAPITAL ONE					
		I-9602.08242023	613-45650-42600	SUPPLIES & MA SOAPS, EAR PLUGS	199487	67.10
01-03700	CORE-MARK MIDCONTINENT					
		C-1269063	613-45650-42610	COST OF GOODS PRETZELS	199333	53.73-
		I-1255469	613-45650-42610	COST OF GOODS COOKIES, PRETZELS, HAM, BUNS	199333	1,420.68
		I-1255470-72	613-45650-42610	COST OF GOODS POPCORN BAGS	199333	1,404.15
		I-1263197-7	613-45650-42610	COST OF GOODS TOOTSIE ROLLS	199333	118.25
		I-1263198-8	613-45650-42610	COST OF GOODS CANDY, CORNNUTS, BROWN SUGAR	199333	3,004.14
		I-1263199-899	613-45650-42610	COST OF GOODS PRETZELS	199333	53.73
		I-1265242	613-45650-42610	COST OF GOODS MAC & CHEESE	199333	79.22
01-04352	UPS STORE #4227					
		I-10202023	613-45650-42660	SHIPPING/POST POSTAGE	199481	706.69
01-04802	MID-AMERICAN RESEARCH C					
		I-802433A-IN	613-45650-42500	REPAIRS & MAI GYM FLOOR COMPLETE	199400	5,096.99
01-05892	GAYLEN'S GOURMET POPCOR					
		I-1378	613-45650-42610	COST OF GOODS POPCORN CARAMEL VARIETIES	199354	1,602.00
01-06478	MITCHELL BASEBALL					
		I-2023-91	613-45650-42320	ADVERTISING/P QUARTER PAGE PROGRAM AD	199408	150.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-07344	CHESTERMAN COMPANY					
		I-11129891	613-45650-42610	COST OF GOODS PLB STILLs, BIBS, CUPS	199325	571.75
		I-11135545	613-45650-42615	COGS-ALCOHOL PREMIX CANISTERS	199325	150.00
01-08281	ARAMARK					
		I-6380137554	613-45650-42600	SUPPLIES & MA MAT CLEANING	199295	33.66
		I-6380141141	613-45650-42600	SUPPLIES & MA MAT CLEANING	199295	33.66
01-08594	MAKE IT MINE DESIGNS					
		I-32386	613-45650-42650	UNIFORMS DIGITIZE LOGO EMBROIDERY FEE	199393	35.00
		I-32388	613-45650-42650	UNIFORMS LOGOD POLO SHIRTS	199393	200.95
01-09247	JOHNSON BROS OF SOUTH D					
		I-1299411	613-45650-42615	COGS-ALCOHOL COCKTAIL MIXES	199378	249.20
01-09314	REPUBLIC NATIONAL DISTR					
		I-1863938	613-45650-42615	COGS-ALCOHOL CORN PALACE ALCOHOL	199443	731.15

PACKET : 06636 06640 06641

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
01-09495	SCHUMACHER ELEVATOR COM					
		I-90595874	613-45650-42500	REPAIRS & MAI QUARTERLY MAINTENANCE	199455	226.80
01-10254	LEIGHTON FAMILY FARMS					
		I-880	613-45650-42610	COST OF GOODS POPCORN	199389	897.20
01-10353	DIMOCK DAIRY INC					
		I-23102700	613-45650-42610	COST OF GOODS CHEESE VARIETIES	199346	153.00
01-10425	ETIX					
		I-CP093023	613-45650-42900	TICKETING FEE TICKETING FEES	199349	402.80
DEPARTMENT 5650 CORN PALACE					TOTAL:	26,259.28
FUND 613 CORN PALACE					TOTAL:	26,259.28

11/02/2023 1:53 PM
 PACKET : 06636 06640 06641
 VENDOR SET: Mult
 FUND : 614 GOLF COURSE
 DEPARTMENT: 5250 GOLF COURSE
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 52

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-1424/1	614-45250-42500	REPAIR & MAIN RYL EXT FLT	199347	79.98
01-00356	QUALIFIED PRESORT					
		I-2279-3531	614-45250-42600	SUPPLIES & MA POSTAGE 10.1-15.2023	199442	0.66
01-00436	CHS FARMERS ALLIANCE					
		I-IF7361	614-45250-42610	GAS & FUEL UNLEADED FUEL	199327	480.25
		I-IF7362	614-45250-42610	GAS & FUEL RUBY FIELDMASTER	199327	729.17
		I-IF7363	614-45250-42610	GAS & FUEL UNLEADED BLEND	199327	222.95
01-00671	VAN DIEST SUPPLY CO					
		I-85757	614-45250-42602	CHEMICALS HERBICIDE,TRANSFILM	199483	300.00
01-01404	MITCHELL IRON & SUPPLY					
		I-80839	614-45250-42600	SUPPLIES & MA V BELT	199412	60.14
01-01590	MCLEOD'S PRINTING					
		I-70744	614-45250-42300	PUBLISHING THERMAL ROLLS	199394	17.98
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.10.23	614-45250-42800	UTILITIES 700 W 23RD AVE	199425	111.50
		I-2581641-4.10.23	614-45250-42800	UTILITIES W 23RD	199425	10.15
		I-2581643-0.10.23	614-45250-42800	UTILITIES GOLF PUMP 100 H	199425	1,035.10
		I-2581875-8.10.23	614-45250-42800	UTILITIES GOLF CLUB HOUSE	199425	438.11
		I-2581876-6.10.23	614-45250-42800	UTILITIES GOLF CART SHED	199425	34.11
		I-2939180-2.10.23	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	199425	96.81
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670213627	614-45250-42800	UTILITIES ACCT #026306702	199402	93.39
01-05099	EMME SAND & GRAVEL					
		I-9580	614-45250-42603	SAND/GOLF COU TOP DRESSING SAND	199348	1,615.82
01-08130	C & B OPERATIONS LLC					
		I-12439966	614-45250-42600	SUPPLIES & MA FITTING,HOSE FITTING,HOSES	199317	72.28
01-08892	ERIC HIEB					
		I-10302023	614-45250-42200	GOLF PRO CONT BASE CONTRACT 11-2023	199365	5,772.31
		I-103023	614-45250-42200	GOLF PRO CONT CLOVER CC FEES REIMBURSED	199365	641.76
01-09058	SITEONE LANDSCAPE SUPPL					
		C-133146266-001	614-45250-42602	CHEMICALS CUSTOMER REBATE	199464	410.65-
		I-135809699-001	614-45250-42602	CHEMICALS FUNGICIDE,HERBICIDE	199464	915.00
DEPARTMENT 5250 GOLF COURSE					TOTAL:	12,316.82
FUND 614 GOLF COURSE					TOTAL:	12,316.82

PACKET : 06636 06640 06641

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
01-01450	MUTH ELECTRIC INC					
		I-664178	619-45220-42500	REPAIR & MAIN DISCONNECT SIGN BREAKER POWER	199416	132.65
01-02880	THUNE TRUE VALUE & APPL					
		I-A550854	619-45220-42600	SUPPLIES SIMPLE GREEN,BLEACH	199473	10.48
01-03100	CENTURY LINK					
		I-605 995-8457.10.23	619-45220-42800	UTILITIES ACCT #605 995-8457	199324	13.65
01-10261	PARKEON					
		I-IV138886	619-45220-42200	PROFESSIONAL ALARMS MONTHLY MONITORING	199434	65.00
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	221.78
				FUND 619 CAMPGROUND	TOTAL:	221.78

PACKET : 06636 06640 06641

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-7783-2.09.23	621-369	REFUNDS & REI COLLECTION FEES	199290	21.75
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						21.75

PACKET : 06636 06640 06641

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
01-02700	HENRY SCHEIN INC					
		I-58764135	621-44600-42600	SUPPLIES MEDICAL SUPPLIES FOR AMBULANCE	199364	302.82
01-02804	TMA STORES					
		I-99222	621-44600-42530	REPAIR & MAIN LEFT FLAT TIRE REPAIR	199476	28.17
01-07717	VERN EIDE FORD					
		I-25037028	621-44600-42530	REPAIR & MAIN SENSOR REPAIR	199485	155.27
01-08340	LEWIS FAMILY DRUG LLC					
		I-224816	621-44600-42600	SUPPLIES GLUCOSE STRIPS,RAZORS	199390	23.93
		I-224819	621-44600-42600	SUPPLIES GLUCO SHINE	199390	29.96
01-09800	TELEFLEX FUNDING LLC					
		I-9507595325	621-44600-42600	SUPPLIES NEEDLES,STABILIZERS	199471	612.50
DEPARTMENT 4600 EMS					TOTAL:	1,152.65
FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL:
						1,174.40

PACKET : 06636 06640 06641

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. #13	724-45000-42900	PROJECT CONST 2022-23 P.E. #13	199452	2,093.75
				DEPARTMENT 5000 STREET CONST.	TOTAL:	2,093.75
				FUND 724 STREET CONSTRUCTION	TOTAL:	2,093.75
					REPORT GRAND TOTAL:	2,827,652.28

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2023-2024	101-41110-42300	LEGAL PUBLICATIONS	623.32	18,000	10,426.25		
	101-41110-42600	SUPPLIES & MATERIALS	29.50	625	1,879.27-	Y	
	101-41110-42700	TRAVEL, CONF & DUES	40.00	0	424.86-	Y	
	101-41210-42700	TRAVEL, CONFERENCE, DUES	400.97	1,545	409.73		
	101-41220-42700	TRAVEL, CONF, DUES	357.23	5,500	5.40		
	101-41230-42920	SPORTS AUTHORITY PROMOTION	14,000.00	80,000	9,065.00-	Y	
	101-41410-42200	PROFESSIONAL SERVICES	120.00	10,000	7,744.00		
	101-41410-42700	TRAVEL, CONF & DUES	320.97	5,200	3,338.03		
	101-41420-42600	SUPPLIES & MATERIALS	259.91	3,000	502.43		
	101-41420-42700	TRAVEL	427.96	6,000	3,715.54		
	101-41440-42220	CDL TRAINING	425.00	5,900	5,185.00		
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,510.24	29,900	6,881.31-	Y	
	101-41440-42700	TRAVEL, DUES, RESOURCE MANUA	213.98	4,750	3,366.17		
	101-41460-42110	LIABILITY, PROPERTY INS &	796.77	217,000	11,811.29		
	101-41920-42520	REPAIR-CITY HALL	2,004.72	3,100	6,405.78-	Y	
	101-41920-42810	UTILITIES-STORAGE BLDG	158.78	2,900	1,289.19		
	101-41935-42250	MANAGED PRINT SERVICES	4,499.97	52,000	9,102.54		
	101-41935-42600	SUPPLIES	11.63	4,000	3,385.62		
	101-41935-42615	POSTAGE	372.32	8,000	2,369.13		
	101-41935-42640	COPY MACHINE SUPPLIES	194.12	2,475	85.42		
	101-41935-42645	COMPUTER HARDWARE	116.30	63,000	21,509.85		
	101-41935-42920	COMPUTER SOFTWARE	1,209.40	110,355	13,831.70-	Y	
	101-42110-42200	PROFESSIONAL SERVICES	112.54	16,030	7,594.65		
	101-42110-42500	REPAIR & MAINTENANCE	233.64	100,647	74,963.99		
	101-42110-42600	SUPPLIES	272.45	91,443	30,704.83		
	101-42110-42640	UNIFORM ALLOWANCE	57.97	7,000	2,072.82		
	101-42110-42670	SERVICE DOG SUPPLY	1,089.35	2,030	19,591.81-	Y	
	101-42110-42700	TRAVEL, CONF & DUES	14.00	23,000	3,535.30		
	101-42110-42800	TELEPHONE	1,051.15	15,000	3,418.26		
	101-42110-42980	VEHICLE TOWING	170.00	5,500	3,102.00		
	101-42130-42500	REPAIRS	1,162.88	3,000	2,019.74-	Y	
	101-42130-42520	EMERGENCY SIREN UTILITIES	158.14	2,700	623.89		
	101-42130-42530	TRAFFIC LIGHTS MAINT	2,726.98	11,500	3,708.17-	Y	
	101-42130-42535	LIGHT MAINTENANCE	1,017.12	21,000	4,047.84		
	101-42130-42540	SIGNS	503.70	12,000	1,209.10-	Y	
	101-42130-42545	PAINT	56.89	16,000	5,450.82-	Y	
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	14,913.00	0	42,226.62-	Y	
	101-42130-42600	SUPPLIES	55.22	3,000	2,363.77-	Y	
	101-42130-42610	GAS, OIL, TIRES	28.17	4,000	1,460.35-	Y	
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	653.18	38,500	11,865.80		
	101-42130-42835	UTILITIES-STREET LIGHTS	620.65	240,000	59,204.95		
	101-42130-42840	BUILDING UTILITIES	250.35	4,000	525.29-	Y	
	101-42200-42500	REPAIR & MAINTENANCE	212.50	6,880	6,023.88-	Y	
	101-42200-42600	SUPPLIES	4,152.32	23,450	4,423.88		
	101-42200-42700	TRAVEL, CONF & DUES	2,030.00	10,000	366.52		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-42200-42800	TELEPHONE	104.84	2,000	265.73-	Y	
	101-42200-42810	UTILITIES	2,925.09	41,000	4,337.16		
	101-43100-42500	REPAIRS	717.45	16,000	3,697.28		
	101-43100-42600	SUPPLIES	15,327.32	131,700	49,756.76-	Y	
	101-43100-42620	ASPHALT MIX	30,610.69	120,000	34,281.39		
	101-43100-42630	GRAVEL- BASE	12,374.78	111,000	98,625.22		
	101-43100-42650	UNIFORMS	219.90	3,750	1,057.62		
	101-43100-42661	MECHANICS TOOL ALLOWANCE	350.00	1,400	700.00		
	101-43100-42800	UTILITIES	702.94	15,000	1,465.86		
	101-43100-43421	FUEL SYSTEM UPGRADE	56.25	500,000	77,312.83		
	101-43110-42200	PROFESSIONAL SERVICES	0.00	120,000	53,175.85		
	101-43110-42600	SUPPLIES	367.76	4,000	998.77-	Y	
	101-43110-42700	TRAVEL CONF DUES	748.93	5,000	1,440.04		
	101-43110-42750	PLANNING COMMISSION EXPENS	55.93	1,000	547.97-	Y	
	101-43120-42200	PROF SERVICES-DESIGN	60.00	145,800	126,983.28		
	101-43120-42521	SIDEWALK CONSTRUCT	19,466.14	75,000	129.14-	Y	
	101-43120-43300	STREET OVERLAY MAINT	252.50	1,292,000	678,697.57		
	101-43120-43310	PARKING LOT/ALLEY PAVING	36,174.00	83,091	5,841.00		
	101-43120-43325	NORWAY/ROWLEY SIDEWALK	192,831.48	720,000	406,427.93		
	101-43130-42600	SUPPLIES & MATERIALS	5,582.14	88,408	11,349.60-	Y	
	101-43150-42600	SUPPLIES & MATERIALS	3,746.70	10,000	4,107.81-	Y	
	101-43150-42800	UTILITIES	46.30	500	286.03		
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	117,371.04	720,526	389,933.62		
	101-43700-42600	SUPPLIES & MATERIALS	1,096.64	16,000	2,884.87		
	101-43700-42602	CHEMICALS	1,366.57	8,000	36.81		
	101-43700-42610	GAS & FUEL	952.13	10,000	1,693.22		
	101-43700-42800	UTILITIES	383.86	5,000	449.80		
	101-44120-42800	UTILITIES-POUND	137.43	4,000	2,295.35		
	101-45500-42500	REPAIR & MAINTENANCE	4.99	16,500	1,576.82		
	101-45500-42600	SUPPLIES & MATERIALS	105.49	12,500	3,225.48		
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,379.75	17,151	2,996.95		
	101-45500-42700	TRAVEL, CONF & DUES	922.45	1,562	249.55		
	101-45500-42800	UTILITIES	2,978.93	41,100	5,008.66		
	101-45500-43420	BOOKS	3,804.06	47,000	14,295.10		
	101-45500-43421	AUDIO-VISUAL	447.78	8,500	2,692.54		
	201-45110-42200	PROFESSIONAL FEES & SERVIC	140.00	2,150	619.00-	Y	
	201-45110-42250	PROGRAMMING SERVICES	3,191.00	14,000	2,266.39		
	201-45110-42550	REPAIR & MAINT-AQUATICS	764.10	11,000	7,597.16		
	201-45110-42605	SUPPLIES & MAT-AQUATICS	271.18	5,500	1,562.86		
	201-45140-42500	REPAIR & MAINTENANCE	1,384.71	33,000	15,726.27		
	201-45140-42600	SUPPLIES & MATERIALS	1,655.31	34,326	11,056.90		
	201-45140-42601	CONCESSION SUPPLIES	491.75	15,000	4,815.49		
	201-45140-42602	CHEMICALS	30.00	16,000	2,689.17		
	201-45140-42800	UTILITIES	3,233.93	185,000	60,644.02		
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	29,131.68	731,309	3,154.11		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45160-42500	REPAIR & MAINTENANCE	3,530.55	60,498	16,652.40				
	201-45160-42600	SUPPLIES & MATERIALS	438.67	57,548	16,622.12				
	201-45160-42610	GAS & FUEL	208.00	13,500	1,249.08				
	201-45160-42650	UNIFORMS	319.90	1,400	715.72				
	201-45160-42800	UTILITIES	3,207.23	128,520	9,046.86				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	534.95	251,468	204,658.60				
	201-45160-43320	CAPITAL IMPROV-PRESS BOX	93,607.00	600,000	382,497.00				
	201-45210-42500	REPAIR & MAINTENANCE	445.63	41,500	3,553.51				
	201-45210-42600	SUPPLIES & MATERIALS	6,732.16	67,294	5,933.77				
	201-45210-42604	TREES	277.54	3,000	1,598.02				
	201-45210-42800	UTILITIES	292.94	54,700	3,949.75				
	203-45220-42200	PROFESSIONAL SERVICES	9,072.50	415,204	208,783.49-	Y			
	203-45220-42550	TESTING	1,233.80	7,200	2,003.52				
	214-43500-42800	UTILITIES - TELEPHONE	45.40	3,154	658.30				
	218-45140-42800	UTILITIES	12.61	390	264.09				
	218-45150-42511	GARAGE REPAIR & MAINTENANC	761.23	2,500	1,064.73				
	218-45150-42650	UNIFORMS	116.60	1,000	204.46				
	218-45150-42800	UTILITIES	44.37	1,553	659.30				
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	353.53	35,660	7,339.36				
	218-45180-42500	REPAIR & MAINTENANCE	523.40	6,600	2,965.09				
	218-45180-42600	SUPPLIES & MATERIALS	367.96	6,500	3,222.01				
	218-45180-42800	UTILITIES	12.61	28,980	10,124.65				
	218-45180-42900	FUNDRAISING	1,100.00	6,750	973.90				
	219-45140-42605	MEAL SUPPLIES	32.71	4,000	3,470.32				
	219-45140-42800	UTILITIES	12.61	405	278.32				
	219-45140-42911	CONTRACT SERVICES-MEALS	9,050.80	196,710	45,070.99				
	602-43330-42600	SUPPLIES & MATERIALS	1,113.87	17,500	1,114.61				
	602-43330-42800	UTILITIES	7,104.92	160,000	72,352.01				
	602-43340-42225	PROFESSIONAL SERVICES	660.63	35,219	9,633.69				
	602-43340-42500	REPAIR & MAINTENANCE	579.15	11,000	7,703.37				
	602-43340-42522	WATER MAIN REPAIRS	98,169.11	18,000	80,347.68-	Y			
	602-43340-42525	HYDRANT REPAIRS	4,997.02	15,000	10,282.02-	Y			
	602-43340-42600	SUPPLIES & MATERIALS	13,509.55	118,000	76,083.54-	Y			
	602-43340-42650	UNIFORMS	189.99	1,250	269.15				
	602-43340-42660	POSTAGE	811.08	9,000	1,957.75				
	602-43340-42800	UTILITIES	363.48	10,000	1,967.31				
	602-43340-42910	BILLING OFFICE	419.49	10,000	2,891.94				
	602-43340-43326	LIVESAY UTILITIES	8,094.56	94,829	30,216.23				
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	803.75	998,000	976,290.00				
	602-43340-43348	WATER MAIN-ROWLEY	24,000.00	77,534	183.91				
	602-43340-43355	ABOVE GROUND STORAGE	943,820.88	16,000,000	10,718,992.04				
	602-43340-43358	PAINT WEST WTR TOWER	252,563.17	1,150,011	327,317.86				
	604-43200-42550	LABORATORY FEES	195.00	2,500	1,035.00				
	604-43200-42600	SUPPLIES	602.36	20,000	5,966.94				
	604-43200-42650	UNIFORMS	126.86	1,750	975.67				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
604-43200-42660	POSTAGE	813.06	9,000	1,916.78			
604-43200-42800	UTILITIES	6,298.57	225,000	68,789.01			
604-43200-43300	NORTH PLANT IMPROVEMENTS	583,327.72	12,711,858	4,564,203.71			
604-43200-43310	SOUTH PLANT IMPROVEMENTS	27,182.80	30,000,000	29,877,546.44			
604-43250-42200	PROFESSIONAL SERVICES	660.62	24,220	2,247.20-	Y		
604-43250-42500	REPAIRS	22.50	30,000	24,487.64			
604-43250-42600	SUPPLIES	2,753.74	47,550	11,525.13			
604-43250-42800	UTILITIES	1,880.71	61,100	21,710.73			
604-43250-42910	BILLING OFFICE	419.46	9,000	1,891.96			
604-43250-43336	LIVESAY UTILITIES	76,898.27	745,979	295,808.29			
604-43250-43348	HIGHWAY 37 UTILITIES	592.50	660,000	653,402.50			
606-43500-42600	SUPPLIES & MATERIALS	1,768.20	8,500	2,095.08			
606-43500-42605	LIGHTING MAINTENANCE	440.47	1,000	774.25-	Y		
606-43500-43419	MAINTENANCE SHOP	22,175.00	2,000	20,175.00-	Y		
612-43220-42200	CONTRACT-MILLENNIUM	1,980.40	35,000	16,862.70			
612-43220-42500	REPAIR & MAINTENANCE	307.00	5,000	2,398.65			
612-43220-42600	SUPPLIES	1,769.56	18,000	5,178.36			
612-43220-42800	UTILITIES	152.39	5,000	2,125.32			
612-43230-42600	SUPPLIES	2,061.87	40,000	4,862.20			
612-43230-42650	UNIFORMS	153.95	750	61.94			
612-43230-42660	POSTAGE	811.07	9,000	1,945.53			
612-43230-42800	UTILITIES	37.47	600	115.04			
612-43230-42910	BILLING OFFICE	419.46	8,000	891.96			
612-43240-42500	REPAIR AND MAINTENANCE	81.35	32,000	17,825.02			
612-43240-42540	REPAIRS/MAINTENANCE COMPUT	500.00	0	2,905.00-	Y		
612-43240-42600	SUPPLIES	7,360.98	53,000	843.84			
612-43240-42800	UTILITIES	656.35	13,000	3,620.60			
613-45650-42320	ADVERTISING/PRINTING	3,700.00	28,500	4,884.92			
613-45650-42500	REPAIRS & MAINTENANCE	7,359.03	54,180	15,652.00			
613-45650-42600	SUPPLIES & MATERIALS	1,348.62	40,000	455.39			
613-45650-42610	COST OF GOODS SOLD	9,772.87	170,000	16,839.62-	Y		
613-45650-42615	COGS-ALCOHOL	1,130.35	20,500	319.68-	Y		
613-45650-42650	UNIFORMS	235.95	1,750	939.31			
613-45650-42660	SHIPPING/POSTAGE	712.58	2,500	762.80			
613-45650-42900	TICKETING FEES	402.80	4,760	66.25-	Y		
613-45650-42913	STREET EXPENSES	1,597.08	7,000	604.20-	Y		
614-45250-42200	GOLF PRO CONTRACT	6,414.07	66,525	11,908.71-	Y		
614-45250-42300	PUBLISHING	17.98	2,000	147.95			
614-45250-42500	REPAIR & MAINTENANCE	79.98	18,000	1,784.05			
614-45250-42600	SUPPLIES & MATERIALS	133.08	20,000	280.06			
614-45250-42602	CHEMICALS	804.35	25,000	471.54			
614-45250-42603	SAND/GOLF COURSE	1,615.82	5,000	141.20			
614-45250-42610	GAS & FUEL	1,432.37	15,000	776.25			
614-45250-42800	UTILITIES	1,819.17	16,000	1,629.40-	Y		
619-45220-42200	PROFESSIONAL SERVICES	65.00	0	7,291.21-	Y		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	619-45220-42500	REPAIR & MAINTENANCE	132.65	8,000	3,402.75		
	619-45220-42600	SUPPLIES	10.48	2,200	411.98		
	619-45220-42800	UTILITIES	13.65	18,650	3,488.44		
	621-369	REFUNDS & REIMB*NON-EXPENS	21.75	0	1,881.13-		
	621-44600-42530	REPAIR & MAINT-VEHICLE	183.44	17,452	5,310.19		
	621-44600-42600	SUPPLIES	969.21	23,500	4,011.52		
	724-45000-42900	PROJECT CONSTRUCTION	2,093.75	0	103,420.80-	Y	
** 2023-2024 YEAR TOTALS **			2,827,652.28				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	692.82
101-1210	MAYOR'S OFFICE	400.97
101-1220	CITY ADMINISTRATOR	357.23
101-1230	ADMINISTRATIVE BOARDS	14,000.00
101-1410	ATTORNEY'S OFFICE	440.97
101-1420	FINANCE	687.87
101-1440	HUMAN RESOURCES	2,149.22
101-1460	INSURANCE & BONDS	796.77
101-1920	MUNICIPAL BUILDINGS	2,163.50
101-1935	INFORMATION TECHNOLOGY	6,403.74
101-2110	POLICE DEPARTMENT	3,001.10
101-2130	TRAFFIC DEPARTMENT	22,146.28
101-2200	FIRE DEPARTMENT	9,424.75
101-3100	STREET DEPARTMENT	60,359.33
101-3110	PUBLIC WORKS ADMIN	1,172.62
101-3120	STREET & SIDEWALK CONST	248,784.12
101-3130	SNOW REMOVAL	5,582.14
101-3150	STORM DRAINAGE	121,164.04
101-3700	CEMETERY	3,799.20
101-4120	ANIMAL CONTROL	137.43
101-5500	LIBRARY	9,643.45

101 TOTAL	GENERAL	513,307.55

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-5110	RECREATION & AQUATICS	4,366.28
201-5140	RECREATION CENTER	35,927.38
201-5160	SPORTS COMPLEXES	101,846.30
201-5210	PARKS	7,748.27

201 TOTAL	PARK FUND	149,888.23
203-5220	LAKE	10,306.30

203 TOTAL	LAKE MITCHELL	10,306.30
214-3500	E-911	45.40

214 TOTAL	E-911 EMERGENCY	45.40
218-5140	MVP	12.61
218-5150	PALACE TRANSIT	1,275.73
218-5180	JVCC	2,003.97

218 TOTAL	COMMUNITY SERVICES	3,292.31
219-5140	NUTRITION	9,096.12

219 TOTAL	NUTRITION	9,096.12
602-3330	WATER TREATMENT PLANT	8,218.79
602-3340	WATER DISTRIBUTION	1,348,981.86

602 TOTAL	WATER	1,357,200.65
604-3200	WASTE WATER TREATMENT	618,546.37
604-3250	WASTE WATER COLLECTION	83,227.80

604 TOTAL	SEWER	701,774.17

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
606-3500	AIRPORT	24,383.67

606 TOTAL	AIRPORT	24,383.67
612-3220	RECYCLING PROGRAM	4,209.35
612-3230	WASTE COLLECTION	3,483.82
612-3240	LANDFILL	8,598.68

612 TOTAL	SANITATION	16,291.85
613-5650	CORN PALACE	26,259.28

613 TOTAL	CORN PALACE	26,259.28
614-5250	GOLF COURSE	12,316.82

614 TOTAL	GOLF COURSE	12,316.82
619-5220	CAMPGROUND	221.78

619 TOTAL	CAMPGROUND	221.78
621	NON-DEPARTMENTAL	21.75
621-4600	EMS	1,152.65

621 TOTAL	EMERGENCY MEDICAL SERVICE	1,174.40
724-5000	STREET CONST.	2,093.75

724 TOTAL	STREET CONSTRUCTION	2,093.75

** TOTAL **		2,827,652.28

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	GAMAIN T Garage Maintenance	761.23
	OFFUT Office Utilities	44.37
	SHAH Tablet/Radio Contract	353.53
	UNIF Uniforms	116.60
	** PROJECT E01 TOTAL **	1,275.73
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	166.09
	42600 SUPPLIES/MAINTENANCE	12.26
	42610 GAS-FUEL	208.00
	** PROJECT H01 TOTAL **	386.35
H04 BASEBALL	42500 REPAIR/MAINTENANCE	437.50
	42600 SUPPLIES/MATERIALS	27.16
	43320 PRESS BOX	3,877.00
	** PROJECT H04 TOTAL **	4,341.66
H05 SOFTBALL	42500 REPAIR/MAINTENANCE	2,793.10
	42600 SUPPLIES/MATERIALS	355.32
	** PROJECT H05 TOTAL **	3,148.42
H06 ARENA-NORTH RINK	42500 REPAIR-MAINTENANCE	103.99
	42600 SUPPLIES-MATERIALS	69.03
	** PROJECT H06 TOTAL **	173.02
H10 MUNROE PARK	42600 SUPPLIES/MATERIALS	25.10CR
	** PROJECT H10 TOTAL **	25.10CR
H13 ARENA-SOUTH RINK	42500 REPAIR-MAINTENANCE	29.87
	42800 UTILITIES	2,593.85
	43300 CAPITAL IMPROVEMENTS	109.95
	** PROJECT H13 TOTAL **	2,733.67
H15 LAK MITCHELL PUMP CADWELL	42800 UTILITIES	613.38
	** PROJECT H15 TOTAL **	613.38
H50 PARKS EQUIPMENT	42500 REPAIR/MAINTENANCE	445.63
	** PROJECT H50 TOTAL **	445.63
H51 PARK SHOP	42600 SUPPLIES/MATERIALS	410.15
	** PROJECT H51 TOTAL **	410.15

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H52 FORESTRY	42604	TREES	277.54
		** PROJECT H52 TOTAL **	277.54
H55 DRY RUN CREEK PARK	42600	SUPPLIES/MATERIALS	128.43
	42800	UTILITIES	100.27
		** PROJECT H55 TOTAL **	228.70
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	201.18
		** PROJECT H56 TOTAL **	201.18
H60 NORTHRIDGE PARK	42600	SUPPLIES/MATERIALS	4,699.40
	42800	UTILITIES	20.95
		** PROJECT H60 TOTAL **	4,720.35
H65 AMPHITHEATER	42800	UTILITIES	43.43
		** PROJECT H65 TOTAL **	43.43
H68 FRANKS BAY	42600	SUPPLIES/MAINTENANCE	77.44
		** PROJECT H68 TOTAL **	77.44
H77 SPORTSMANS CLUB	42600	SUPPLIES/MATERIALS	1,195.76
	42800	UTILITIES	36.26
		** PROJECT H77 TOTAL **	1,232.02
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	10.00
		** PROJECT H79 TOTAL **	10.00
H87 PATTON YOUNG	42800	UTILITIES	82.03
		** PROJECT H87 TOTAL **	82.03
J02 INDOOR AQUATIC CTR		CHEMICAL CHEMICALS	30.00
		** PROJECT J02 TOTAL **	30.00
J03 REC CTR-WELLNESS/FITNESS		SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	62.40
		** PROJECT J03 TOTAL **	62.40
J05 REC CTR CONCESSIONS		CONC SUP CONCESSION SUPPLY	491.75
		** PROJECT J05 TOTAL **	491.75
J06 REC CTR-GENERAL BLDG		RM-ELEC REPAIR/MAINT-ELECTRICAL	484.45

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
	RM-EQUIP REPAIR/MAINT-EQUIPMENT	68.00
	RM-GENER REPAIR/MAINT-GENERAL	20.74
	RM-HVAC REPAIR/MAINT-HVAC	170.68
	RM-PLUMB REPAIR/MAINT-PLUMBING	648.00
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	84.99
	SM-GENER SUPPLIES/MATERIAL-GENERAL	178.08
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	847.51
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	398.40
	** PROJECT J06 TOTAL **	2,900.85
J07 REC CTR-PRESCHOOL	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	76.77
	** PROJECT J07 TOTAL **	76.77
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	3,233.93
	** PROJECT J09 TOTAL **	3,233.93
J50 OUTDOOR AQUATIC CENTER	PROF FEE CONCESSION CERTIFICATION	140.00
	RM-GENER REPAIR/MAINT-GENERAL	764.10
	SM-GENER SUPPLIES/MATERIAL-GENERAL	271.18
	** PROJECT J50 TOTAL **	1,175.28
W07 CORN PALACE FESTIVAL-2020	42320 ADVERTISING/PRINTING	3,700.00
	42913 STREET EXPENSES	1,597.08
	** PROJECT W07 TOTAL **	5,297.08
X04 DECORATING	42500 REPAIRS/MAINTENANCE	29.99
	42600 SUPPLIES	235.38
	** PROJECT X04 TOTAL **	265.37

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:	November 6, 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 11-20-23		
Explanation/Background of Agenda Item Requested:	Jaun'l Gibson has applied for a conditional use permit to operate a Family Residential Daycare; located at 613 E 3rd Ave, legally described as Lot 4, Block 37, 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, THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

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

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

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

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

Applicant is request to rezone property from Click or tap here to enter text. District to Click or tap here to enter text. District.

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

Description of Variance: Click or tap here to enter text.

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

Description of Conditional Use: Family Residential Daycare

This Application is for the following described real property:

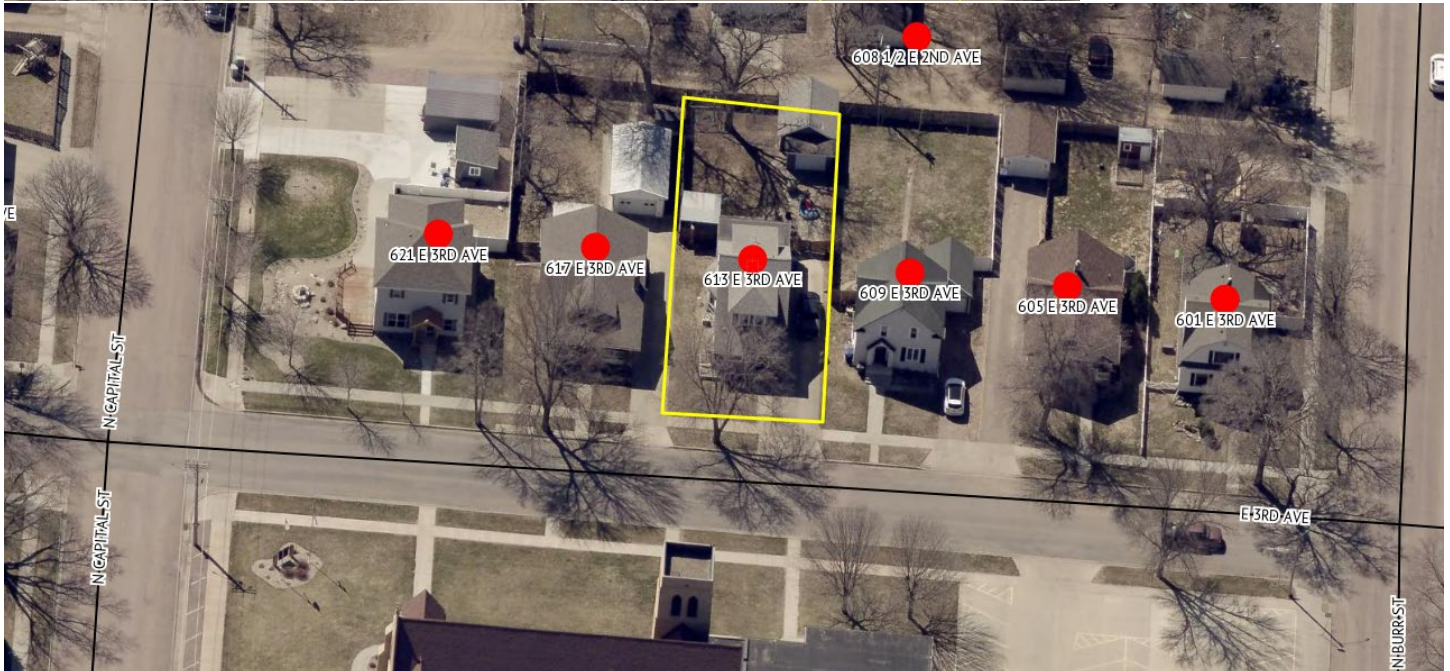
Legal Description: Lot 4, Block 37, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota

Property Address: 613 E 3rd Ave, Mitchell, SD 57301

Dated this 18th of October, 2023


APPLICANT

Jaun'l & Sawyer Gibson
OWNER



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 6, 2023	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Action to Approve Special Event Permit Application Mitchell Food Pantry Turkey Giveaway on Saturday, November 18th, 2023		
Explanation/Background of Agenda Item Requested:	The Mitchell Food Pantry Inc. is requesting a Special Event Permit for their annual Turkey Giveaway on Saturday, November 18th, 2023, from 11 AM to Noon. This event is open to the public and will be held in a City Park or facility (City Parking Lot). Attendees will receive a turkey, 1/2 gallon of milk, and a box of groceries to make the meal complete. The total anticipated attendance is 175. Please see the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following: • Street Closure • Parking Lot Closure The following street closure is requested from 9:00 AM until Noon: • Lawler St from 7th Ave to 9th Ave. *Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s). The following parking lot closure is requested from 9:00 AM until Noon: • The parking lot between TMA and Graham Tire. This event is a drive-thru giveaway, where recipients will enter the parking lot using the two entrances off Lawler St., register, wait for the food to be loaded, and exit the parking lot onto Main Street. The food pallets will be placed between the two light poles in the parking lot. All volunteers wear safety vests. Please see the attached Event Map and Closure map. Staff would like to share and discuss concerns with City Council regarding the location of the event; including safety of the public and the conflict with other events being held during the same time.		

Print**Special Event Permit Application - Submission #3052****Date Submitted: 10/24/2023**

Special Event Permit Application

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

Event Name:*

Turkey Giveaway

Event Date:*

11/18/2023

Event Hours:*

11:00 AM

—

12:00 PM

Requests included in this application:*

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

Time Requested for Street Closure(s)

11/18/2023

9:00 AM

—

11/18/2023

12:00 PM

Time Requested for Parking Lot Closure(s)

11/18/2023

9:00 AM

—

11/18/2023

12:00 PM

Event Information:

Overall Event Description:*

The Turkey Giveaway is created to provide families in need a Thanksgiving Meal who otherwise would not have one. They will receive a turkey, 1/2 gallon of milk and a box of groceries to make the meal complete.

Please check all that apply:*

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

Total anticipated attendance:*

175

Name of Group Sponsoring the Event:*

Mitchell Food Pantry Inc

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

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

501C Exemption Letter Attachment

MFP irs 501c3.pdf

Event Application Contact Person:*

Karen Pooley

Contact Person's Email:*

kapooley@weisd.com

Phone Number: *

6057704725

Day of Event Contact Person:*

Karen Pooley

Contact Person's Email:*

kapooley@weisd.com

Phone Number:*

6057704725

Facility Use, Route Map, and Impacted Areas

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

The parking lot between TMA and Graham Tire will accommodate the pallets of food and a trailer with turkeys and milk in the middle of the lot between the light poles. It is a drive-thru giveaway. Recipients need not get out of their cars, they will enter either of the 2 entrances on Lawler Street, register, wait for the food to be loaded in their vehicle and exit the lot onto Main Street. There is ample room to wait for traffic on Main Street if necessary. No equipment is necessary.

This event will include the use of:

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

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

Safety, Security, and Accessibility

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

This is a drive-thru giveaway, the recipients need not get out of their vehicles. Two lanes of vehicles will enter off Lawler Street, drive straight ahead to register, pull ahead to wait for a volunteer to load the food and continue forward to exit the lot onto Main Street directly across from where they entered.

The food is placed between the light poles, in the middle of the parking lot. Once in place the volunteers do not have to cross between vehicles. The volunteers who register the people are always on the left of the vehicles and the volunteers loading are always between the food in the middle and the vehicle. All volunteers wear safety vests.

Noise Permits

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

Will Sound Amplification be used?*

☒ Yes

☐ No

What time will sound amplification be used?

hh:mm am/pr — hh:mm am/pr

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

☐ Yes

☐ No

When will sound checks be preformed?

hh:mm am/pr

Fireworks Permits

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

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

Name

Address

City

State

Zip Code

Phone Number

Email Address

Date of Display

mm/dd/yyyy

Time of Display

hh:mm am/ — hh:mm am/

Type of Fireworks

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

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

Insurance Requirements

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

I have the following coverage(s) and attached a copy of the Certificate(s) showing the City of Mitchell as an additional insured as REQUIRED above.*

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

Name of Insurance Company*

Philadelphia Insurance Co

Agent's Name

Fischer Rounds & Associates

Policy Number

PHPK2607557

Phone Number

6059967711

Affidavit of Applicant

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

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

Karen A Pooley

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

Karen A Pooley

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

Karen A Pooley

I am attaching the following items:

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

Parade Route Map Attachment

Choose File | No file chosen

Street or Parking Lot Closure Map Attachment

MFP Closure Map.pdf

Event Map Attachment

Choose File | No file chosen

Certificate of Liability Insurance Attachment

City-of-Mitchell_Mitchell-Food-P_2023-2024-Liabl_10-24-2023.pdf

Certificate of Liquor Liability Insurance Attachment

Choose File | No file chosen

Additional Document

Turkey giveaway A 2023.pub

Additional Document

Choose File | No file chosen

Action of City Council _____

Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 07 2012**

MITCHELL FOOD PANTRY INCORPORATED
PO BOX 815 724 NORTH SANBORN BLVD
MITCHELL, SD 57301

Employer Identification Number:
45-2827530
DLN:
17053178355002
Contact Person:
JOHN J KOESTER ID# 31364
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 21, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



200ft

-98.024 43.716 Degrees





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2023

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

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

PRODUCER Fischer Rounds & Assoc. Inc. - Mitchell PO Box 820 Mitchell SD 57301-0820		CONTACT NAME: PHONE (A/C, No, Ext): 605-996-7711 E-MAIL ADDRESS: Mitchell@fischerrounds.com		FAX (A/C, No): 605-996-1417
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Philadelphia Insurance Company		18058
INSURED Mitchell Food Pantry Inc. PO Box 815 Mitchell SD 57301		MITCFOO-01		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1453592844**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2607557	10/15/2023	10/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**City of Mitchell
612 N Main St
Mitchell SD 57301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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First 175
families
in need



Turkey Giveaway

Saturday, November 18, 2023

11:00 am - noon or until gone

**Providing families in need with a
Thanksgiving Meal**

**Drive-thru giveaway in the city parking lot
between TMA & Graham Tire**

Don't line up until 11:00

Lot closed until 11:00

Enter on Lawler, Exit on Main

Questions Call 990-3663

Must be present, no proxy

Limit 1 meal per household



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:	November 6, 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 Agreement #A2023-38, Electric Vehicle Chargin Station (EVCS) Host Agreement		
Explanation/Background of Agenda Item Requested:	This item was tabled from the September 5th, 2023 city council meeting until a new location could be identified for the charging station. A new location has been identified in the 5th and Rowley city parking lot. This host agreement lays out terms for the installation of several electric vehicle charging stations by Northwestern Energy. Several spaces would be dedicated for EV parking and charging along the north side of that lot. The agreement discusses the responsibilities of both the city and Northwestern in relation to the charging stations.		

ELECTRIC VEHICLE CHARGING STATION HOST AGREEMENT

This Electric Vehicle Charging Station Host Agreement (“*Agreement*”) is dated effective as of the 6th day of November 2023 (the “*Effective Date*”), by and between NorthWestern Energy Solutions, Inc. (“*NES*”) and the City of Mitchell, South Dakota, a municipality (“*Host*”). NES and Host may be referred to individually as a “*Party*” and collectively as the “*Parties*.”

Recitals

WHEREAS, Host is the owner of real property located in Davison County, South Dakota, which is specifically described in Exhibit A (the “*Host’s Real Property*”); and

WHEREAS, Host desires to enter into a license agreement with NES for the purpose of offering electric vehicle charging station (an “*EVCS*”) services to the general public at the location identified in Exhibit A; and

WHEREAS, NES desires a license to Host’s Real Property for the limited purpose of installing, maintaining and operating EVCS equipment, which allows NES and Host to promote and provide sustainable and environmentally-sound transportation resources;

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. License

- 1.1 Host is the owner of Host’s Real Property identified in Exhibit A, attached hereto and made a part hereof.
- 1.2 Host grants to NES, for good and valuable consideration, the sufficiency of which is acknowledged, a license to use specific portions of Host’s Real Property (the “*Licensed Space*”) for the purposes described in this Agreement. The Licensed Space is described and depicted as Area “A” on Exhibit B, which is attached hereto and incorporated by reference.
- 1.3 Beginning on the Effective Date, NES agrees to pay Host a license fee (the “*License Fee*”) of \$1.00 per month for use of the Licensed Space. Adjustments to the License Fee are permitted upon mutual consent.
- 1.4 The license and rights granted hereunder include use of the Licensed Space and the areas of Host’s Real Property that are reasonably necessary to provide ingress and egress to and from the Licensed Space for purposes of the construction, installation, maintenance, repair, removal, replacement and operation of the EVCS by NES, its contractors and vendors in accordance with this Agreement.

2. Term and Termination

2.1 The term ("*Term*") of the Agreement commences on the Effective Date and, subject to the provisions of Section 2.2 below, ends on the date that is 5 years from the Commencement Date.

NES will undertake commercially reasonable efforts to complete the installation of the EVCS by March 6, 2024, subject to the following conditions:

- (i) timely delivery by suppliers and manufacturers of equipment required for the EVCS;
- (ii) timely receipt of all applicable governmental, regulatory and environmental approvals, permits and licenses required for the construction and operation of the EVCS;
- (iii) timely receipt of real property access rights from third parties for the installation of facilities necessary to operate the EVCS;
- (iv) the occurrence or non-occurrence of events or circumstances preventing NES from performing its obligations; provided such event or circumstance is not within the reasonable control of NES or the result of the negligent or intentionally wrongful act or omission of NES; and
- (v) acts or omissions of Host.

NES will provide written notice to Host of completion of the EVCS. The "*Commencement Date*" will begin on the first of the month following delivery of such notice. The first contract year begins on the Commencement Date, and subsequent contract years begin annually on the anniversary of the Commencement Date.

2.2 The Term of this Agreement shall automatically renew for successive one-year periods (collectively "*Extended Term*") each in accordance with the terms and provisions of this Agreement unless and until terminated by either Party upon delivery of written notice to the non-terminating Party on or before 180 days of the end of the Term or applicable Extended Term. Each Extended Term begins immediately following the end of the 5-year Term.

2.3 Termination

- a. Either Party may terminate this Agreement if the other Party materially breaches any of its obligations under the Agreement and the breach remains uncured for 20 days after receipt of written notice.
- b. If the breach is one that cannot reasonably be corrected within the 20-day cure period and the breaching Party commences efforts to correct the breach within the applicable period and continues corrective efforts with reasonable diligence until the breach is cured, then the cure period shall continue as long as such diligent efforts to cure continue, provided such period will not exceed 90 days from the original notice of the breach.
- c. NES may terminate the Agreement for any reason with 180 days' written notice to Host. The termination notice must specify the effective date terminating the Agreement ("*Termination Date*").

- d. Upon any termination or the expiration of this Agreement, NES will remain the owner of the EVCS. Within a reasonable time following the expiration of the Term, Extended Term or termination under Section 2.2 or 2.3, NES shall remove the EVCS and any other supporting or ancillary equipment installed by NES from the Licensed Space and restore the affected area to its former condition, unless the Parties agree to a transfer or sale of the EVCS from NES to Host.
- e. Upon any termination pursuant to Section 2, both Parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination.

3. Electric Vehicle Charging Stations

- 3.1 For purposes of this Agreement, an EVCS includes all infrastructure, electrical equipment, hardware and software installed by NES or its contractors and suppliers, and all of NES's signage and all supporting equipment and structures, including without limitation concrete pads and protective bollards.
- 3.2 NES may, during the Term or any Extended Term, elect to upgrade, revise, alter or swap any EVCS installed in the Licensed Space subject to Host's approval if the upgrade or revision changes the aesthetics, design or configuration of the EVCS installed as of the Commencement Date, such approval not to be unreasonably withheld, conditioned, or denied.
- 3.3 NES may perform security assessments and install reasonable security features within the Licensed Space, including, without limitation, lighting and cameras.
- 3.4 If non-electric vehicle motorists repeatedly park in an EVCS-designated space, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

4. NES's Obligations

4.1 Installation

- a. NES, at its sole cost, is solely responsible for procuring and installing the equipment required for the EVCS, including supervising or conducting the construction and installation activities, and, as between the Parties, has sole control over construction, construction schedule and installation means, methods, techniques, sequences and procurements, including the coordination of all work.
- b. Before beginning activities to install an EVCS in a Licensed Space, NES shall deliver a copy of the tentative construction schedule and installation plans to Host. Host shall review installation plans to ensure such plans do not conflict with Host's Real Property or facilities or requirements. Once the applicable permits and certifications have been obtained, NES will oversee and manage the installation of the EVCS, including: the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware and software; site preparation, trenching, repaving and landscaping; and installation of all NES signage.

- c. NES shall repair any damage to Host's Real Property directly caused by NES during the installation, maintenance or repair of EVCS equipment.
 - d. During installation and maintenance of the EVCS, NES shall make reasonable efforts not to obstruct access to Host's Real Property.
 - e. NES is responsible for obtaining and maintaining from applicable governmental authorities all licenses, permits or other approvals required to install the EVCS, and Host will reasonably cooperate upon request with NES's efforts to do so.
 - f. NES will not permit any mechanic's or materialmen's liens to attach to the Host's Real Property as a result of the installation of the EVCS. If any such lien attaches to the Host's Real Property, NES shall remove such lien at NES's sole cost and expense within 30 days of receiving notice of the lien from Host.
- 4.2 NES owns all interest to the EVCS, which includes the hardware, software, signage and supporting equipment installed by NES.
- 4.3 NES has the right to remove all or a portion of an EVCS at any time during the Term, whether or not said items are considered fixtures and attachments to the Licensed Space under applicable law.
- 4.4 NES is responsible for the installation of the electrical line required to provide service to the EVCS. This electrical line is a separate line from the electrical line to the Host's facility. NES is solely responsible for all electrical and metering costs associated with each EVCS.
- 4.5 NES will install signage and pavement stripes stating "Electric Vehicle Charging Only" or equivalent message signs within the Licensed Space, subject to Host's approval, such approval not to be unreasonably withheld, conditioned or denied.
- 4.6 NES is entitled to the revenue generated from each EVCS it installs on Host's Real Property.
- 4.7 **Operation and Maintenance.** NES will, at its sole cost and expense, maintain and operate the EVCS, including making all necessary repairs and obtaining and installing all appropriate software and hardware upgrades. The failure of NES to properly maintain and operate the EVCS constitutes a breach of this Agreement, subject to termination in accordance with Section 2.
- 4.8 NES intends to gather data and information from the EVCS, including usage and technical performance. NES owns all rights to such data and information.

5. Host's Obligations

- 5.1 Host holds fee simple title to and is the sole owner of the Host's Real Property identified in Exhibit A, and is fully entitled to grant a license and rights set out herein to NES.
- 5.2 Host grants to NES and vendors the exclusive right to use and occupy the Licensed Space for the construction, installation, maintenance, repair, removal, replacement and operation of EVCS equipment.

- 5.3 Host shall, at its sole cost and expense, take all actions necessary to maintain the Licensed Space in a clean, safe and orderly condition, to at least the same standard as it customarily maintains the common areas of the Host's Real Property, including, without limitation, parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, pruning of vegetation, and maintenance and repair of curbs, gutters and landscaping features. For the avoidance of doubt, Host is under no obligation to maintain an EVCS, signage or any other equipment installed by NES within the Licensed Space.
- 5.4 Host shall grant a non-exclusive electrical utility easement to the utility assigned to the territory for purposes of this Agreement as depicted in Exhibit B as Area "B."
- 5.5 Host shall permit state or federal agencies access to the Licensed Space to inspect the EVCS equipment.
- 5.6 Host shall provide at least one designated parking stall for each EVCS installed or one parking stall per charging connector for a dual-connector EVCS.
- 5.7 Host shall make reasonable efforts to actively monitor the Licensed Space and the EVCS to ensure that it is not impaired.
- 5.8 Host shall make reasonable efforts to protect the Licensed Space and the EVCS from graffiti and other vandalism.
- 5.9 Host shall promptly notify NES of any unsafe, inoperable or damaged EVCS equipment on the Licensed Space of which Host has knowledge.
- 5.10 Host shall make reasonable efforts to discourage and prevent non-electric vehicles from parking in the Licensed Space.
- 5.11 Host shall not damage, disable, modify or tamper with the EVCS in any way except to the extent required by an emergency situation. If Host violates the preceding, NES will repair or replace the EVCS at Host's expense.
- 5.12 Host understands and accepts that the EVCS is publicly accessible and shall comply with the Americans with Disabilities Act (ADA) and any applicable State of South Dakota building standards. Host understands and accepts that such standards may impact parking layouts and potentially change the number of non-accessible parking spaces available. Changes to initial design representations may occur during the design, construction and operational phases as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

6. Marketing

- 6.1 The Parties may advertise through traditional or electronic media, including websites, the EVCS services provided at Host's Real Property.
- 6.2 NES may paint, place, erect or project signs, marks, bollards or advertising devices in, on or about the Licensed Space, subject to Host's approval, such approval not to be unreasonably withheld, conditioned, or denied.
- 6.3 NES will acquire Host's written consent prior to placement of any markings or signage on Host's Real Property outside of the Licensed Space.

- 6.4 Host may place additional traffic control devices in the Licensed Space for the purpose of designating the area for EVCS vehicles. Host agrees that it will not place any other signs, marks or advertising devices on any portion of the Licensed Space without NES's prior written approval.
- 6.5 Each Party will acquire written consent prior to using the other Party's name or logo on any signage or promotional materials.
- 6.6 NES reserves the right to review and approve any and all advertising, marketing or promotional material, whether through traditional or electronic means, developed or used by Host referencing the EVCS services at its location. NES may require Host to submit a copy of the advertisement or promotional material for pre-approval. Approval will be granted unless NES, in its sole discretion, reasonably determines that the advertisement or promotional material is misleading, in error or not in NES's best interest. If an advertisement or promotional material is not approved, the advertisement or promotional material shall be removed from circulation or display.
- 6.7 Each Party is solely responsible for the expense of its signs and promotional materials, which includes the expense to remove any such items from circulation or display.
- 6.8 NES may advise the alternative fuels data station locators, the manufacturer of vehicle navigation systems, map data provider and other governmental entities or third parties of the existence, location and other details of the EVCS so that such entities or manufacturers may include such information in connection with their mapping and listing services and navigation systems.
- 6.9 NES may disclose to the general public information about the location of the EVCS and the progress of its construction as required by governmental or regulatory authorities.
- 6.10 The Parties may provide copies of this Agreement or portions hereof to governmental authorities or third parties as is reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

7. Intellectual Property

- 7.1 **Intellectual Property.** As used in this Agreement, "*Intellectual Property*" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic domain names, all registrations for copyrights, patents, trademarks and service marks/names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form.
 - a. **Host's Intellectual Property.** The Parties agree that Host has and retains ownership of all of Host's Intellectual Property, and NES has no right, and does not obtain any right, in any of Host's Intellectual Property.

- b. **NES's Intellectual Property.** The Parties agree that NES has and retains ownership of all of NES's Intellectual Property, and Host has no right, and does not obtain any right, in any of Host's Intellectual Property.

7.2 **Ownership of Drawings and Other Documents.** All documents prepared by or under the direction of NES pursuant to this Agreement, including, without limitation, drawings, surveys, technical drawings, specifications, and other documents, including those in electronic format, are solely and exclusively NES's Intellectual Property, and NES retains all common law, statutory and other reserved rights, including copyright.

8. Miscellaneous

- 8.1 **Assignability and Transfer.** Neither Party may assign the Agreement or any part thereof, nor delegate in whole or in part its responsibilities hereunder, without prior written consent from the other Party, such consent not to be unreasonably withheld, conditioned or denied. The Parties are permitted to transfer all rights and obligations under this Agreement to a subsidiary or affiliate entity. This Agreement is binding on any permitted successor or assignee.
- 8.2 **Environmental Matters.** Host warrants that the Host's Real Property and the Licensed Space are free of any and all environmental contamination. NES will not be liable for any environmental contamination unless directly caused by NES, its employees, contractors or agents.
- 8.3 **Notice of License.** At the request of NES, Host shall enter into an abstract of this Agreement, which abstract may be recorded upon the records of the County Clerk and Recorder of the county in which the Host's Real Property is located at the sole expense of NES.
- 8.4 **Notice.** The effective date of any notice or other written communication shall be deemed validly given upon receipt if sent by U.S. mail, commercial courier, or personal delivery as follows (or any other address that the Party to be notified may have designated to the sender by like notice).

NorthWestern Energy Solutions, Inc.

NorthWestern Energy Solutions, Inc.
3010 W. 69th Street
Sioux Falls, SD 57108
Attn: Travis Meyer
Phone: (605)-978-4806
Email: Travis.Meyer@northwestern.com

Host

City of Mitchell
612 North Main Street
Mitchell, South Dakota 57301
Attn: Joe Schroeder
Phone: (605) 995-8433
Email: Joe.Schroeder@cityofmitchellsd.gov

- 8.5 **Indemnification.** Each Party ("Indemnitor") will, to the extent permitted by law, indemnify, defend and hold harmless the other Party from and against any and all claims, demands, complaints or actions by third parties arising from or relating to the Agreement for personal injury, death, property damage or damage to the environment, to the extent arising out of the negligence, willful misconduct or

violation of law by the Indemnitor or any employee, agent or subcontractor of the Indemnitor. Further, in the event the Parties are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative fault or negligence. The claims, demands, complaints and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

- 8.6 **Insurance.** The Parties shall be self-insured or maintain commercially reasonable insurance coverage of foreseen and unforeseen risks. Upon request, the Parties shall deliver to the other proof of insurance coverage.
- 8.7 **Survival.** All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party survives the termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement also survive such termination or expiration.
- 8.8 **Limitation of Liability.** The Parties are not liable for consequential, special, incidental, exemplary, punitive or any indirect damages of any nature arising at any time, from any cause whatsoever.
- 8.9 **No Waiver.** A failure by the Parties to enforce any term, right or condition of this Agreement will not be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of this Agreement operates as a waiver of any other term, right or condition.
- 8.10 **Force Majeure.** The term "*Force Majeure*" means an event or circumstance which prevents a Party from performing its obligations under this Agreement, which is not within the reasonable control of the claiming Party. The event or circumstance includes, but is not limited to, acts or omissions of government or military authority, acts of God, material shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other such cause beyond the claiming Party's control. The claiming Party's obligation(s) under this Agreement are suspended during the Force Majeure event or circumstance.
- 8.11 **Venue/Controlling Law.** Any and all disputes arising from this Agreement will take place in the State of South Dakota, and the Agreement will be interpreted under the law of the State of South Dakota.
- 8.12 **Taxes/Tax Credits.** NES is responsible for any and all property taxes relating to its personal property on the Licensed Space, which includes the EVCS, protective equipment, and signage. NES is also responsible for all sales, use and income taxes generated by EVCS services within this Agreement. Host is responsible for taxes on income, if any, that is attributable to Host pursuant to this Agreement. To the extent installation of EVCS equipment generates any tax credits, such credits are the sole property of NES for the Term under this Agreement, including during any Extended Term. Host is responsible for the property taxes on Host's Real Property, excluding the Licensed Space and NES's personal property as referenced above.
- 8.13 **No Joint Venture.** The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement

does not constitute or create a joint venture, partnership or any other similar arrangement between the Parties. Each of the Parties is independent and none of them are an agent of, nor has the authority to bind the other for any purpose.

- 8.14 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, binding documents, representations and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument duly executed by each of the Parties.
- 8.15 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which together constitutes one and the same instrument. Transmission of images of signed signature pages by e-mail or other electronic means has the same effect as the delivery of manually signed documents in person.

(Signature page to follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

NORTHWESTERN ENERGY SOLUTIONS, INC.

By: _____

Print Name: Crystal D. Lail

Title: President

HOST

By: _____

Print Name: Robert B. Everson, Jr.

Title: Mayor

EXHIBIT A

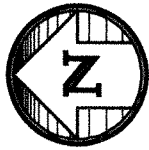
HOST'S REAL PROPERTY

Lot Six (6), Block Thirteen (13) of M.H. Rowley's Addition, to the Town now City, of Mitchell, a part of the North Half of the Northwest Quarter (N1/2 NW1/4) of Section Twenty-two (22), Township One Hundred Three North (T103N), Range Sixty West (R60W) of the 5th Principal Meridian, Davison County, South Dakota.

EXHIBIT B

LICENSED SPACE — AREA “A”

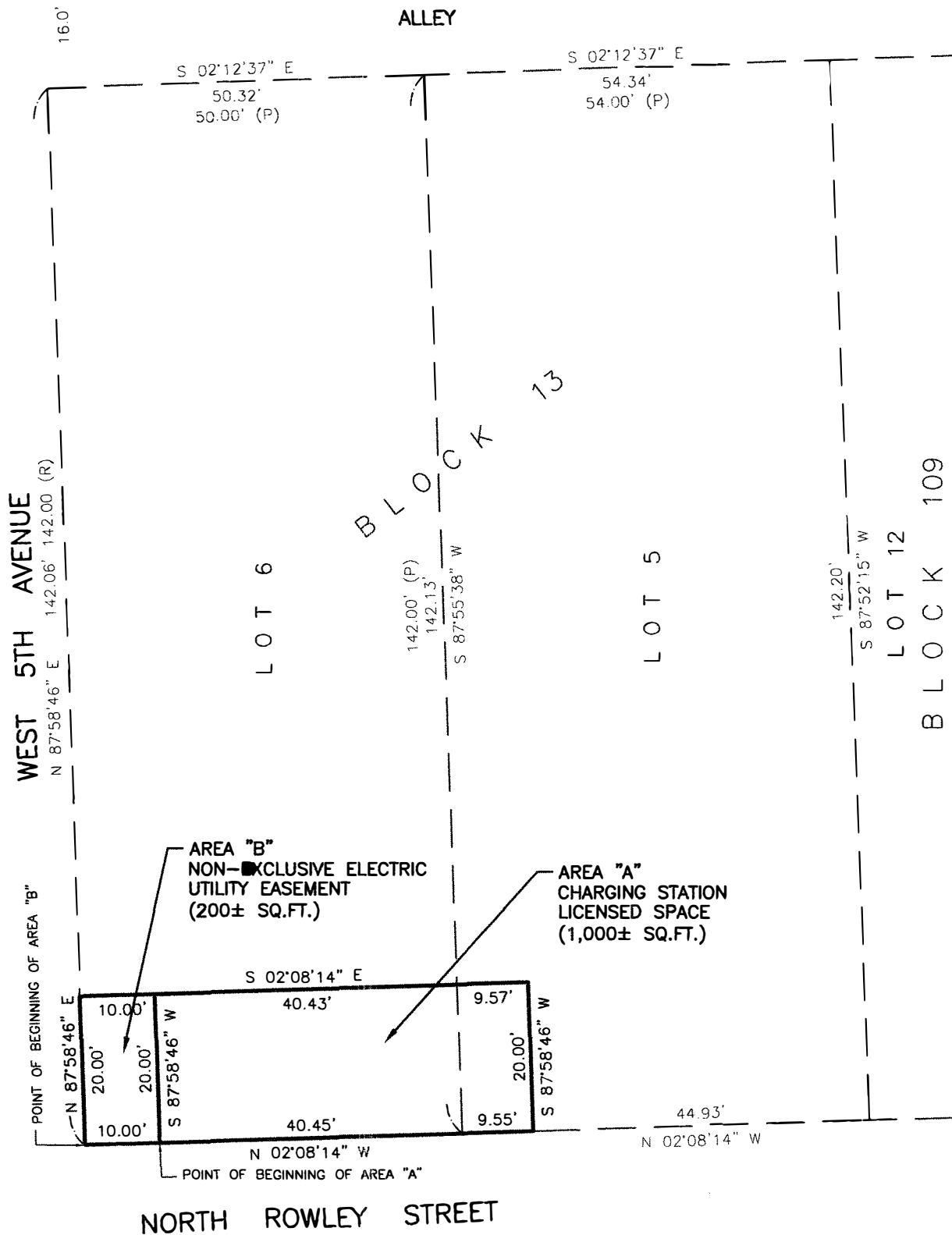
Commencing at the Northwest (NW) corner of said Lot Six, Block 13 of M.H. Rowley's Addition to the Town, now City, of Mitchell, Davison County, South Dakota; thence S $02^{\circ}08'14''$ E, a distance of 10.00' to the point of beginning; thence N $87^{\circ}58'46''$ E, a distance of 20.00'; thence S $02^{\circ}08'14''$ E, a distance of 40.43', being a point on the common line between Lots 5 and 6; thence S $02^{\circ}08'14''$ E, a distance of 9.57'; thence S $87^{\circ}58'46''$ W, a distance of 20.00'; thence N $02^{\circ}08'14''$ W, a distance of 9.55', being a point on the common line between Lots 5 and 6; thence N $02^{\circ}08'14''$ W, a distance of 40.45' to the point of beginning, containing 1,000 square feet more or less.



SCALE: 1" = 20'

LEGEND

- = SET 5/8" X 18" REBAR WITH CAP NO. 13714
- 100' (R) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = FOUND IRON MONUMENT



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:	November 6, 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 Agreement #A2023-39, Electric Vehicle Charging Station (EVCS) Easement		
Explanation/Background of Agenda Item Requested:	This item was postponed from the September 5th, 2023 city council meeting until a new location could be identified for the charging stations. A new location was found in the 5th and Rowley city parking lot. This easement relates to the EVCS host agreement (A2023-38). This easement grants Northwestern permission to use a portion of the 5th and Rowley parking lot for the purposes discussed in the host agreement.		

Prepared By: Robert Gehm
NorthWestern Energy
3210 Douglas Avenue
Yankton, SD 57078
Phone (605) 760-7402

ELECTRIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the **City of Mitchell, a South Dakota municipal corporation**, the "Grantor", of 612 North Main Street, Mitchell, South Dakota 57301, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, remise, convey and relinquish unto **NorthWestern Corporation, a Delaware corporation, d/b/a NorthWestern Energy**, the "Grantee", with its principal operations office located at 600 Market Street West, Huron, South Dakota 57350, its successors or assigns, a non-exclusive electric utility easement for the installation, maintenance and operation of aboveground electrical equipment and underground electrical power lines along with all appurtenances thereto, over, under, upon and through the following described lands situated in the County of Davison, State of South Dakota, to-wit:

A tract of land located in Lot Six (6), Block Thirteen (13) of M.H. Rowley's Addition to the Town, now City, of Mitchell, a part of the North Half of the Northwest Quarter (N1/2 NW1/4) of Section Twenty-two (22), Township One Hundred Three North (T103N), Range Sixty West (R60W) of the 5th Principal Meridian, Davison County, South Dakota, and more particularly described as follows:

Commencing at the Northwest (NW) corner of said Lot 6, and also being the Point of Beginning; thence North 87°58'46" East, a distance of 20.00 feet; thence South 02°08'14" East, a distance of 10.00 feet; thence South 87°58'46" West, a distance of 20.00 feet; thence North 02°08'14" West, a distance of 10.00 feet to the Point of Beginning; as illustrated as Area "B" in Exhibit "A" attached hereto. Said tract containing 200 square feet, more or less.

[The purpose for the above-described easement is for aboveground electrical equipment and underground electrical power lines along with all appurtenances thereto (the "Facilities").]

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the Facilities shall be maintained and operated, together with the right of ingress and egress from said premises for the purpose of surveying, constructing, installing, inspecting, repairing, maintaining, renewing and replacing the property of the Grantee located thereon, or removed thereof, in whole or in part, at the will of the Grantee.

The Grantor further covenants for itself, its lessees, successors, or assigns, that the Grantee, its lessees, successors or assigns shall at all times have the right to cut and remove or trim all trees, bushes and saplings growing upon said lands above described, or extending over same, so far as may be reasonably necessary for the construction, reconstruction, operation, repair, and maintenance of the Facilities, and shall have the right of access and entry to and upon said above-described lands for such purposes.

The Grantee shall pay for all damages to parking lots, sidewalks, landscaping, fences, gardens and roads, subject to Grantor providing means of ingress and egress, caused by the construction, reconstruction, repair, replacement or maintenance of the Facilities.

The Grantor reserves the right to cultivate, use and occupy the above-described lands, except that Grantor shall not erect any structures or other objects, permanent or temporary, except fences thereon. Grantor further agrees that Grantor will not perform any act which will interfere with or endanger the Facilities, that Grantor will not plant any trees upon the above-described lands without the prior expressed written approval from the Grantee, and that Grantor will not alter the existing ground elevations of such lands so as to result in a ground to conductor clearance of less than the minimum requirements specified by the current edition of the National Electrical Safety Code.

The Grantee shall be liable for all damages and losses arising out of Grantee's negligent or intentionally wrongful actions in surveying, constructing, installing, inspecting, repairing, maintaining, renewing, replacing or operation of the electrical power lines and electrical equipment that may be asserted against Grantor (other than to the extent any such claims arise from the conduct of Grantor or Grantor's agents). Grantee agrees to defend, indemnify and hold harmless Grantor from and against all claims, demands and causes of action for injury to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from the aforementioned negligent or intentionally wrongful activities, and from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including reasonable attorneys' fees. The provisions of this paragraph shall survive the termination or abandonment of this electric utility easement.

This easement and the rights granted and conveyed here under shall run with the lands above described and shall endure to the benefit of and be binding on the heirs, lessees, successors or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this easement dated this _____ day of _____, 2023.

City of Mitchell, a SD municipal corporation

By: _____

Its: _____

City of Mitchell, a SD municipal corporation

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF DAVISON)

On this this _____ day of _____, 2023, before me, _____,
the undersigned notary public, personally appeared _____ and
_____, known to me or satisfactorily proven to be _____
and _____, respectively, of the **City of Mitchell, a South Dakota municipal
corporation**, described in and who executed the forgoing and within instrument and acknowledged to me that as
such _____ and _____ of the **City of Mitchell, a South
Dakota municipal corporation**, being authorized to do so, executed the same for the purposes herein contained.

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

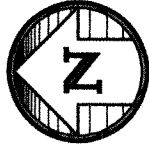
Notary Public South Dakota

My commission expires _____

(SEAL)

SURVEYOR'S AFFIDAVIT

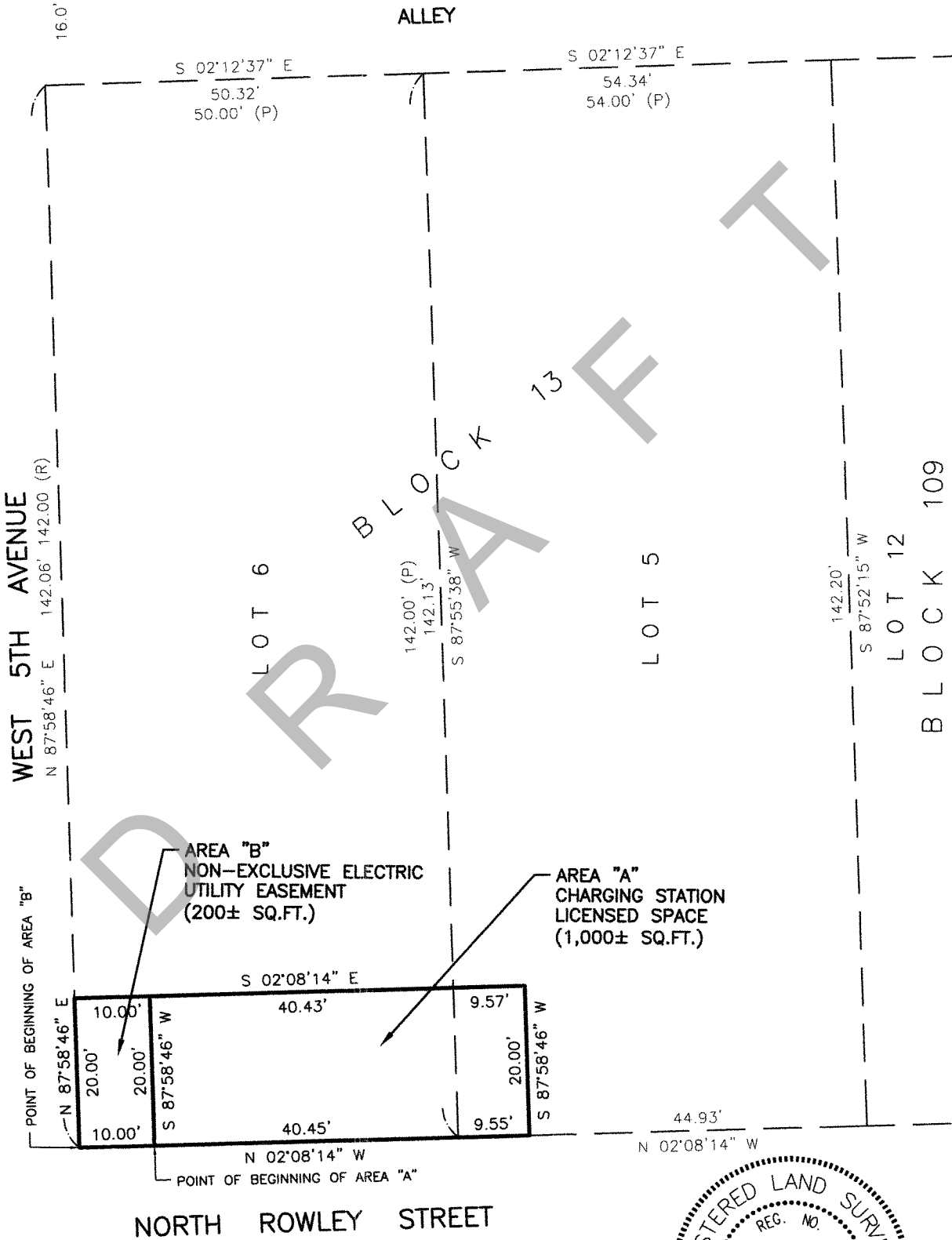
PROJECT NO. 23-16412



SCALE: 1" = 20'

LEGEND

- = SET 5/8" X 18" REBAR WITH CAP NO. 13714
- 100' (R) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = FOUND IRON MONUMENT



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

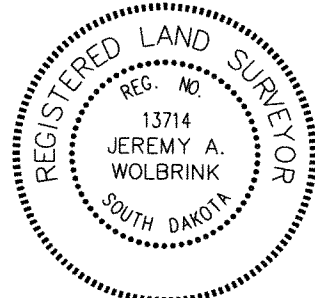


EXHIBIT "A"

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CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: Requested By:

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:
Council gave staff approval to explore a secondary water source option with Randall Community Water District on June 21, 2022. Staff is now requesting City Council approval to participate in a regional water supply plan. Randall Community Water District is the lead on the study with Aurora-Brule Rural Water System (AB) and Davison Rural Water (DRW) also participating. Randall Community Water District is utilizing Brosz Engineering for overall plan and project management. SEH was selected through an RFP process and will identify future needs and costs associated with those needs. I have attached the scope of work with SEH who will be completing the plan for your information.

Total preliminary costs to Randall Community Water District is \$652,150 which the City of Mitchell will be responsible for \$250,000.

Table 5.2 – Brosz Engineering Project Billing Breakdown

Milestone	Percentage of Design Fee	Invoice
Initial Kick-Off Meeting	1%	\$8,
Project Coordination *	40%	\$252
Engineering Study Results Review	14%	\$89
Final Scoping Document	7%	\$41
Draft RFP	2%	\$14
Generate Submittal Register	3%	\$16
Subconsultant Contract*	33%	\$228
Totals	100%	\$652

** Billed Monthly Proportional to Progress*

Staff recommends City Council approval for participation in the planning process and to approve the attached agreement with Randall Community Water District at a cost of \$250,000.

AGREEMENT FOR PLANNING SERVICES



TO:	City of Mitchell (Mitchell)	RCWD PROPOSAL #:	N/A
CONTACT:	Bob Everson, Mayor	RCWD PROJECT #:	TBD
ADDRESS:	612 N. Main Street Mitchell, SD 57301	JOB TITLE:	Regional Water Study
OFFICE:	(605) 995-8420	JOB DESCRIPTION:	Engineering
CELL:	N/A	JOB LOCATION:	Mitchell, SD
EMAIL:	Beverson@cityofmitchell.org		

CITY OF MITCHELL WILL PROVIDE ENGINEERING INFORMATION FROM THE CLIENT AS SET FORTH BELOW:

Scope of Services

Randall Community Water District (RCWD) is requesting engineering information from the City of Mitchell (Mitchell) for use in the Randall Regional Waterline Study. This study will outline the scope, methods, and financial overview of a regional transmission line to supply wholesale domestic water along the I90 corridor to support current anticipated participants (Davison Rural Water System, A-B Rural Water System, and the City of Mitchell). The information provided will include the amount of additional flow anticipated within a 35-year planning horizon, pressure requirements, connection locations to the transmission pipe, and the financial feasibility to invest toward the project capital. The information will be reviewed by a representative for RCWD for accuracy. Mitchell shall be responsible for the accuracy of the information provided and will accommodate any additional information requested within a reasonable timeframe.

Mitchell agrees to reimburse RCWD for development expenses associated with the study. Expenses shall be submitted by RCWD as it is invoiced for engineering services for an amount not to exceed \$250,000. Upon execution of the water user agreement between the City of Mitchell and RCWD, Mitchell shall submit for reimbursement to RCWD equal to the amount invoiced to Mitchell. Mitchell will not receive payment until RCWD is itself reimbursed under the funding package. If for any reason a water user agreement is not executed and the project connected to this study becomes defunct and ceases to continue development, Mitchell shall be responsible for compensating RCWD with any and all study expenditures not to exceed \$250,000.

Projected Time of Performance

Effective Start Date	October 27, 2023
Coordinate Information Submittal	October 27 thru November 17, 2023
Study Services	October 27, 2023 thru April 26, 2024
Final Report and Cost Estimate	April 26, 2024
Overall Completion	May 3, 2024

ACCEPTANCE & AUTHORITY:

ACCEPTED:	City of Mitchell	ACCEPTED:	Randall Community Water District
SIGNATURE:		SIGNATURE:	
PRINTED:	Bob Everson	PRINTED:	Scott Pick
TITLE:	Mayor	TITLE:	General Manager
DATE:		DATE:	

Please sign, retain one copy for your records and return one copy to Randall Community Water District for authorization to proceed.

Exhibit A Table of Contents

Article 1— BASIC SERVICES 3

1.01 Management of Subconsultant’s Services **Error! Bookmark not defined.**

1.02 Study and Report Phase 5

1.03 Preliminary Design Phase..... 6

1.04 Final Design Phase..... 6

1.05 Bidding/Proposal Phase 6

1.06 Construction Phase 6

1.07 Post-Construction Phase 6

Article 2— ADDITIONAL SERVICES 7

2.01 Additional Services Requiring Engineer’s Written Authorization 7

Article 1 of the Agreement, Services of Subconsultant, is supplemented to include the following provisions:

Baseline Information:

Engineer has furnished the following Project information to Subconsultant as of the Effective Date. Subconsultant’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

PROJECT UNDERSTANDING

The Randall Community Water District (RCWD) (Owner) is proposing to develop a regional water supply plan, referred to as the Randall Regional Rural Water System Study (RRRWSS), to address current and future water needs of the following Project Participants: RCWD, Aurora-Brule Rural Water System (AB), Davison Rural Water System (Davison), and the City of Mitchell (Mitchell). The regional water supply system is proposed to have the RCWD provide wholesale water sales to the other three (3) Project Participants. As the sponsoring party to this project, the Owner has entered into a Task Order Agreement and Task Order with the Engineer to assist with this undertaking and provide professional engineering services for the proposed regional water supply planning effort. The Engineer has requested the Subconsultant to provide services under this Agreement generally described as: Technical Analysis for Regional Waterline. In developing this scope of services, Subconsultant has applied the following understanding of the Engineer’s Project scope and those elements for which the Subconsultant will provide services.

The most significant element of this proposed Randall Regional Rural Water System Study project will be the Demand Analysis, or the determination of current and future water needs for the Project Participants over the next 35-year planning horizon. To accomplish the Demand Analysis effort, each Project Participant: RCWD, AB, Davison and Mitchell will appoint an engineer of their choosing to complete a

comprehensive water system analysis of their individual systems. These individual system studies will utilize past studies, historic water use records as well as future residential, municipal, and industrial growth projections to prepare water system models and written reports that identify wholesale water input locations, operating pressures and future water demands that each system expects to incur over the next 35 years. The reason that 35 years is selected is that it is understood to be the project loan repayment schedule.

Subconsultant understands the first project task to be completed by the Engineer will be to coordinate and collect the written comprehensive water system reports from each Project Participants' engineer. Once the four (4) individual Project Participant studies have been completed, the Engineer will have the Subconsultant combine the water model information, report findings and future water needs of these studies into one (1) overall regional water system plan (Regional Plan). The effort involved in creating the Regional Plan will include determination of the pipeline size and route to convey water from the RCWD system to the AB, Davison and Mitchell water systems.

For the purposes of identifying project scope, it is assumed that the water line route will extend approximately 33 miles – Phase 1 beginning at the Platte Treatment Plant and ending at a location known as the Stickney Tank and Phase 2 beginning at the Stickney Tank and terminating within the Mitchell water system - with water service connections to AB and Davison along the way. The connections at RCWD, AB, Davison and Mitchell are all proposed to include a regional water metering system that can provide real-time data on water use by AB, Davison and Mitchell. This real-time data is proposed to be accessible via a communications system that can be accessed by RCWD as well as the three (3) water wholesale customers: AB, Davison and Mitchell for their respective metered connections. The meter data captured will be useful for billing and water loss determinations.

Subconsultant understands that the final pipeline route for Phase 1 has been determined by the Engineer. Subconsultant will provide hydraulic water system modeling services to assist the Engineer in evaluating one (1) of two (2) identified routes for the Phase 2 pipeline. Engineer will provide Subconsultant with software files and data from a previously prepared hydraulic water model of the Phase 1 and Phase 2 routes. Subconsultant will use data assembled in the Regional Plan to determine the size of the Phase 1 and Phase 2 pipeline segments.

Engineer will provide Subconsultant with concept-level plan sheets of the Phase 1 and Phase 2 water main routes that exhibit LiDAR ground elevations and general recommendations for pipe type. The Engineer's concept-level plan sheets will also include a planning-level determination of the availability of Right-of-Way (ROW) and the presence of utilities as part of their alternate water main route analysis. The Engineer's purpose for including the utility and ROW analysis is to identify the degree of conflicts or the need for easements along the alternate water main routes considered. Environmental review of the proposed water main route will be provided by the South Dakota Department of Agriculture & Natural Resources and as such, is not included in the Engineer's project scope.

No geotechnical investigation or reporting is required for this project. Preparation of technical specifications are not a requirement of this project, but recommendations for the method of procurement and the number of construction contracts to be let are to be provided by the Engineer.

As the analysis of the pipeline route progresses, periodic estimates, or opinions of project cost (OPCs) are to be provided by the Subconsultant to the Engineer. The Subconsultant will rely on the concept-level plan sheets provided by the Engineer to develop the OPCs. The OPCs will assist the Engineer and Owner with selection of the final pipeline alignment and also help to keep all Project Participants informed on the financial scope and commitment associated with the proposed regional water supply project. Once

Exhibit A—Subconsultant's Services.

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the final configuration of the proposed wholesale water line is determined and the representative OPC prepared, the scope of this RRRWSS project requires the Engineer to prepare allocations of project cost for the four (4) Project Participants to help each Participant to understand the water rates they will need to charge their respective customers.

As the Engineer's work of water rate establishment winds down, the Subconsultant will be tasked by the Engineer to prepare a draft template of an interagency agreement that the Engineer and Owner (RCWD) will use to consensually formulate their wholesale water purchase agreements with the other Participating Partners. The Subconsultant's first step in this endeavor will be to receive and evaluate the terms and contract requirements for subsequent development of the interagency agreement template that will be delivered to the Engineer and Owner for eventual execution with the other Participating Partners.

The Subconsultant's final Technical Analysis for Regional Waterline deliverable for this RRRWSS project will be a report that addresses the project elements discussed herein:

1. A regional water supply plan comprised of the individual comprehensive water system studies from RCWD, AB, Davison and Mitchell as contemplated over the next 35-year (loan repayment) cycle,
2. A written narrative of the proposed entire pipeline project including pipe size, material, route, metering, methods for construction contracting, and estimated project schedule.
3. Opinion of Probable Cost for the recommended pipeline project, and
4. Template of an interagency wholesale water supply agreement.
5. Subconsultant will insert the following information provided by the Engineer into the final report:
 - a. Conceptual plan sheets identifying the preferred pipeline size, route, connections and configuration extending between the RCWD and Mitchell water systems, with intermediately located connections configured for AB and Davison, and
 - b. Project cost allocations for each of the four (4) Project Participants.

Subconsultant shall provide Basic and Additional Services as set forth below. In developing this scope of services, Subconsultant has applied the above stated understanding of the Engineer's Project scope and those elements for which the Subconsultant will provide services.

ARTICLE 1—BASIC SERVICES

- 1.01 Task 1: Project Management, Administration, and Quality Review - Management of Subconsultant's Services
- A. As pertinent to those services and portions of the Project assigned to the Subconsultant, all phases of Subconsultant's services will include management of Subconsultant's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - B. Development of Subconsultant's internal project management plan (PMP) to define proper communications and project management.
 - C. Establish and maintain effective project communications.

Exhibit A—Subconsultant's Services.

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- D. Provide budget and invoices monthly.
- E. Project kickoff meeting and internal team meetings.
- F. Monthly progress meetings with Engineer (virtual) – Subconsultant will prepare agenda and minutes for each meeting.
- G. Monthly progress reports.
- H. Maintain communications records and files pertaining to or arising from Subconsultant's services.
- I. Define project quality goals and objectives and incorporate them into the management plan.
- J. Coordination of quality reviews for project deliverables.
- K. Incorporate Engineer's review comments on draft deliverables into the final work products.

1.02 Task 2: Introductory Framework for Hydraulic Model

- A. Develop, and provide to Engineer, a list of information needs from each Project Participants for Subconsultant's use in developing the regional water main hydraulic model.
- B. Engineer will be responsible for coordination with each Project Participant to gain the needed information and provide it to the Subconsultant.
- C. Subconsultant will review the information provided and provide Subconsultant's opinion whether the information meets expectations for each participant and whether it includes growth commensurate with the recent I-29 corridor growth. Additional data as may be needed by the Subconsultant will be provided by the Engineer.
- D. Subconsultant will prepare and provide Engineer with a memo that presents the basis of design for the water main. The memo will summarize the needs for each community.
- E. Engineer will use the basis of design memo to get "buy in" from all Project Participants. Each Project Participant will be assigned a % of capacity of the proposed water main based on their needs. The % of capacity will be calculated by dividing each project participants needs by the total needed capacity. The % of capacity values will be applied later when determining each Project Participant's share of the project costs.
- F. Engineer will provide Subconsultant with preliminary concept-level plan sheets of Phase 1 water main route and two (2) contemplated Phase 2 water main routes that exhibit LiDAR ground elevations and general recommendations for pipe type. The Engineer's concept-level plan sheets will also include a planning-level determination of the availability of Right-of-Way (ROW) and the presence of utilities as part of their alternate water main route analysis.

1.03 Task 3: Hydraulic Modeling

- A. Subconsultant will have three (3) project team members drive the proposed pipe routes to get a better understanding of the topography for modeling as well as for cost estimating.
- B. Subconsultant will create a water model for the proposed pipeline for both Phase 1 and Phase 2 that incorporates the information provided by Engineer in Task 2 above. Engineer will provide Subconsultant with software files and data, from a previously prepared hydraulic water model of the Phase 1 and Phase 2 routes, to either use or reference. Subconsultant will create the water model with input from Engineer's modelers. Subconsultant will use

Exhibit A—Subconsultant's Services.

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Page 4 of 11

data assembled in the Regional Plan to determine the size of the Phase 1 and Phase 2 pipeline segments.

- C. Engineer will be responsible for identifying the route location for each Phase. Subconsultant's scope includes modeling for a maximum of three routes: one route for Phase 1 and two routes for Phase 2.
- D. Subconsultant will use the hydraulic model to evaluate gravity flow and pumping performance throughout the proposed water main routes. Pipeline to be sized for gravity flow to meet today's needs with the ability to add booster stations for future design capacity.
- E. Subconsultant will prepare a memorandum describing the regional water supply plan solution based on the needs and goals set forth in the basis of design memo prepared in Task 1.
- F. Subconsultant will attend a virtual meeting with Engineer to discuss the model and prepared memo.

1.04 TASK 4: WATER METERING SYSTEM

- A. Connections at RCWD, AB, Davison and Mitchell are all proposed to include automated flow metering stations. These stations are proposed to comprise a regional water metering system that can provide real-time data on water use by AB, Davison and Mitchell.
- B. Subconsultant will prepare a preliminary design of metering stations for RCWD, AB, Davison, and Mitchell connections that considers cellular and fiber communications alternatives.
- C. Preliminary siting recommendations will be coordinated with Engineer for proposed locations for each metering station.
- D. Subconsultant will prepare conceptual-level plan sheets of the proposed metering stations that illustrates preliminary sizing and station layout.
- E. Options for solar power as well as traditional line power for running lights and security and communications will be considered.
- F. Subconsultant will prepare conceptual-level cost estimates (OPCs) that includes alternate communication and power solutions. The cost estimates will be included in the final report in Task 5.

1.05 TASK 5: RECOMMENDATIONS AND FINAL REPORT

- A. Coordinate receipt of Engineer's updated concept-level plan sheets of the final Phase 1 and Phase 2 water main routes that exhibit LiDAR ground elevations and general recommendations for pipe type. The Engineer's concept-level plan sheets will also include a planning-level determination of the availability of Right-of-Way (ROW) and the presence of utilities as part of their alternate water main route analysis. The Engineer's purpose for including the utility and ROW analysis is to identify the degree of conflicts or the need for easements along the alternate water main routes considered.
- B. The Subconsultant will rely on the concept-level plan sheets provided by the Engineer to develop the OPCs.

- C. Subconsultant will prepare a final report that details the regional water supply plan for delivering water from RCWDS to AB, Davison, and Mitchell as contemplated over the next 35-year (loan repayment) cycle. The report should include:
 - 1. A written narrative of the proposed entire pipeline project including pipe size, material, route, metering, methods for construction contracting, and estimated project schedule.
 - 2. Conceptual-level plan sheets of the proposed metering stations that illustrates preliminary sizing and station layout.
 - 3. Opinion of Probable Cost for the recommended pipeline project, and
 - 4. Where appropriate, Subconsultant will insert the following information provided by the Engineer into the final report:
 - a. Conceptual plan sheets identifying the preferred pipeline size, route, connections and configuration extending between the RCWD and Mitchell water systems, with intermediately located connections configured for AB and Davison, and
 - b. Project cost allocations for each of the four (4) Project Participants.
 - D. Attend a virtual meeting with Engineer to discuss the final report.
- 1.06 TASK 6: INTERAGENCY AGREEMENTS
- A. Engineer will provide, for reference, copies of existing agreements and previously recommended agreements that have failed.
 - B. Subconsultant will review previous agreements to determine which elements of those agreements should carry through to the proposed template.
 - C. Subconsultant will prepare a template of an interagency wholesale water supply agreement.
 - 1. The template for the agreements will be prepared through 2049 (assumes a 35-year loan repayment schedule).
 - 2. The template will not have legal representation and Subconsultant will not be responsible for completing the execution of each agreement.
- 1.07 Preliminary Design Phase
- A. Deleted
- 1.08 Final Design Phase
- A. Deleted
- 1.09 Bidding/Proposal Phase
- A. Deleted
- 1.10 Construction Phase
- A. Deleted
- 1.11 Post-Construction Phase
- A. Deleted

ATTACHMENT J-1—SUMMARY OF SUBCONSULTANT’S COMPENSATION

The compensation provisions of this Exhibit J are summarized as follows:

Description of Service		Amount	Basis of Compensation
Task 1	Project Management, Administration, and Quality Review	\$65,600.00	Lump Sum
Task 2	Introductory Framework for Hydraulic Model	\$15,350.00	Lump Sum
Task 3	Hydraulic Modeling	\$71,120.00	Lump Sum
Task 4	Water Metering System	\$17,830.00	Lump Sum
Task 5	Recommendations and Final Report	\$44,970.00	Lump Sum
Task 6	Interagency Agreements	\$13,990.00	Lump Sum
Total Compensation (Sum of above)		\$228,860.00	Lump Sum
	Additional Services (Article 2 of Exhibit A)		

1. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Subconsultant’s labor, overhead, profit, reimbursable expenses (if any), and Subconsultants’ charges.
2. The breakdown of fees is to be transferrable between Tasks as may be needed to complete the project scope in its entirety as described herein.
3. The contents of this attachment are subject to the provisions of Exhibit J.

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:	November 6, 2023	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-43313, \$873,097		
Agenda Item:	Action to Approve Agreements between the City of Mitchell & Burlington, Northern, & Sante Fe (BNSF) Railroad for the Spruce Street Project • Agreement #A2023-52, Easement on Spruce Street • Agreement #A2023-53, Sidewalk Construction & Maintenance Agreement		
Explanation/Background of Agenda Item Requested:	Action to Approve Easement Agreement #A2023-52 with BNSF on Spruce Street. The attached easement agreement is for sidewalk construction and an easement for Spruce Street with BNSF. The permanent easement fee is \$4,500 and the temporary easement fee is \$500 plus a \$2,500 processing fee. Please see the attached documentation for additional information. Staff recommends that council approve the Easement Agreement and authorize the Mayor to sign.		

**EASEMENT AGREEMENT
FOR SIDEWALK CONSTRUCTION AND SPRUCE STREET EASEMENT
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR SPRUCE STREET SIDEWALK CONSTRUCTION AND MAINTENANCE ("Easement Agreement") is made and entered into as of the _____ day of _____ 2023 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and CITY OF MITCHELL, a political subdivision of the State of South Dakota ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Mitchell, County of Davison, State of South Dakota, at Railroad Line Segment 2001 Mile Post 648.20, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement.** The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of the Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is Twelve Months after the Effective Date.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the

above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such

conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect

Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 **Surrender of Premises.**

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 90 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: Director Real Estate and Right of Way Management

GRANTEE:

CITY OF MITCHELL,
a Political subdivision of the State of South Dakota_

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2023, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF MITCHELL**, a political subdivision of the State of South Dakota ("**Grantee**"), whose address for purposes of this instrument is 612 North Main Street Mitchell, SD 57301, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Davison County, South Dakota as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2023 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: Director of Real Estate and Right of Way Management

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)

GRANTEE:

CITY OF MITCHELL,

A political subdivision of the State of South
Dakota_____

By: _____
Name: _____
Title: _____

STATE OF _____ **§**

§

COUNTY OF _____ **§**

This instrument was acknowledged before me on the _____ day of _____,
202__, by _____ (name) as
_____ (title) of _____, a
_____.

Notary Public

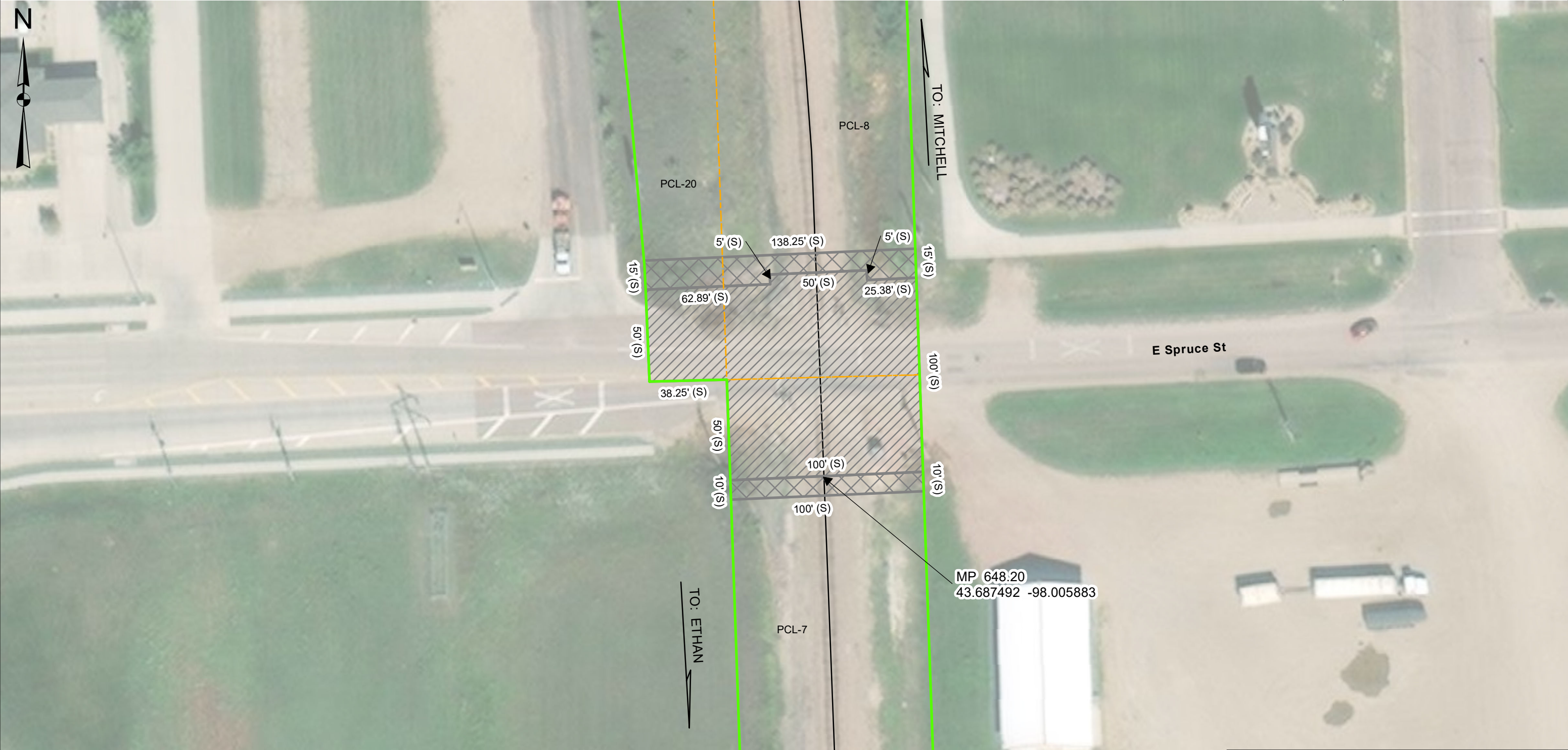
My appointment expires: _____

(Seal)

SCALE: 1 IN = 50 FT

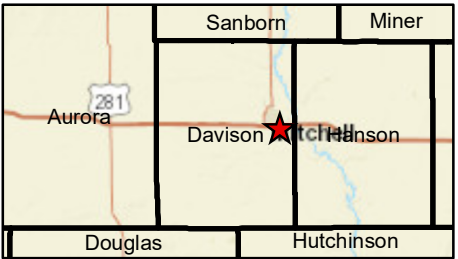
JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = -
R/W = r61365

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: CITY OF MITCHELL
AT: MITCHELL
DAVISON COUNTY,
SD

- LEGEND:**
- PERMANENT EASEMENT
 - TEMPORARY EASEMENT
 - RIGHT OF WAY LINE
 - PARCEL LINES
 - TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

TWIN CITIES DIVISION
ABERDEEN SUBDIVISION - L.S. 2001-2
VAL.SEC. 87225
CM&STP RY SD-22A, MAP 12
SEC. 26, 35, T103N, R60W 5PM
DATE: 10/10/2023
MP 648.20

SIDEWALK CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF-20221255
Mile Post 648.21
Line Segment 2001
U.S. DOT Number 382394V
Aberdeen Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of this _____ day of _____, 2023 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**"), and the CITY OF MITCHELL, a political subdivision of the State of South Dakota ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Mitchell, State of South Dakota;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to construct a sidewalk on the North and South side of the existing at-grade crossing as well as widening the roadway, located at BNSF Line Segment 2001 and Milepost 648.21, and designated by D.O.T. No. 382394V, by constructing a 8 ft. wide sidewalk on the North and 5 ft. wide sidewalk on the South of the crossing requiring a new roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Agency also desires BNSF to install a new crossing surface at Spruce St. with a new concrete and rubber crossing surface;

WHEREAS, the BNSF agrees to purchase and install, at AGENCY'S sole expense, the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1. The term "**Project**" as used herein includes any and all work related to the sidewalk construction at Spruce St. by Agency and installation of the new crossing surfaces at U.S. D.O.T No. 382394V, (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II) RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand five hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of Five Hundred and No/100 Dollars (\$500.00), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to enter upon and use the portion of BNSF's right-of-way as is necessary to construct and thereafter maintain, the Crossing as described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- (b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;
- (c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

This right is given by BNSF without warranty of title of any kind, expressed or implied, and no covenant on warranty of title shall be implied from the use of any word or words herein contained. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) twelve months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein

contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 8 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof. BNSF may use a third-party flagging service at BNSF's sole discretion;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (e) Installation of the concrete crossing surface for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the sidewalks;
- (f) Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to

perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17" electronically in .pdf format), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3. Agency must acquire all rights of way necessary for the construction of the Project.

4. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

5. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

- (a) Design and Construction of Spruce St. and sidewalks;
- (b) Installation of signs and markings in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (c) Installation of advance warning signs in accordance with the MUTCD;
- (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Provide suitable drainage, both temporary and permanent;
- (f) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular and pedestrian traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.
- (g) Construct asphalt/concrete sidewalk surface on approaches to each track. The surface will match elevation of the Main Track crossing surface and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 5'-6" (preferably 6'-0") from centerline of each track to provide for a minimum of 11'-0" (preferably 12'-0") opening for track and railroad crossing surface;
- (h) Provide and place six (6) to twelve (12) inch wide section of asphalt between sidewalk concrete headers and the new concrete crossing surfaces;
- (i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

6. This item left blank

7. The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.

8. The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.

9. The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFcontractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

11. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Dan Peltier at Daniel.Peltier@BNSF.com to stop construction at no cost to the Agency or BNSF until these items are completed.

- (c) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and

- (d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 30 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

15. Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO**

ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
2. The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.
3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its

contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Joe Schroeder, PE
City of Mitchell
612 North Main Street
Mitchell, SD 57301

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Mr. Schroeder for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must, , reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8. The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF-20221255 and D.O.T. Crossing No. 382394V and must state the time that construction activities will begin.

9. In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:

- (a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Spruce St. sidewalk;
- (b) Agency will maintain the elevation of the Spruce St. sidewalk approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail..
- (c) Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
- (d) Agency will do nothing and permit nothing to be done in the maintenance of the Spruce St. roadway or sidewalk, which will interfere with or endanger facilities of BNSF.
- (e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (f) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- (g) If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- (h) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:

- (i) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- (j) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, Agency must reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.

10. Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

11. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of South Dakota and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

12. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

13. In the event construction of the Project does not commence within twelve months of the Effective Date, this Agreement will become null and void.

14. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

15. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

16. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

17. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects - SD
80 44th Ave NE
Minneapolis, MN 55421

Agency: City of Mitchell
City Engineer's Office
612 North Main St.
Mitchell, SD 57301

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

CITY OF MITCHELL

WITNESS:

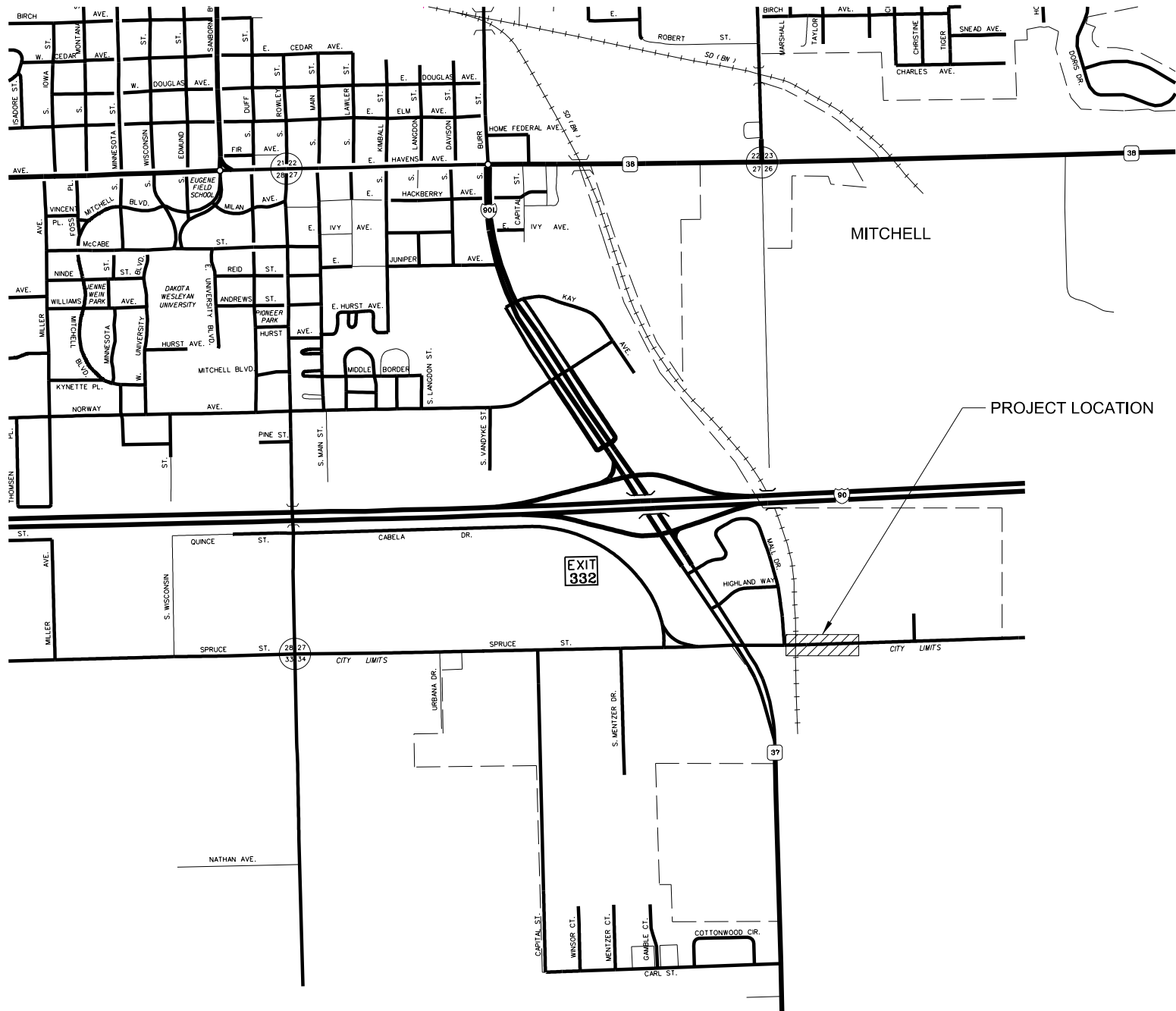
By: _____

Printed Name: _____

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Exhibit A

THE CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
FEBRUARY 2022 BROSZ PROJECT NO. 2107122

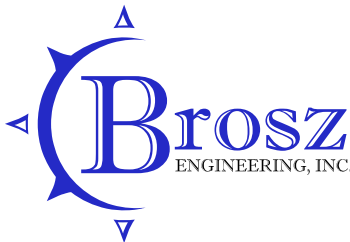


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ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THESE PLANS WERE
PREPARED UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY REGISTERED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF
SOUTH DAKOTA.



PREPARED BY:
Brosz Engineering, Inc.
704 E. Havens Avenue
Mitchell, SD 57301

t (605) 336-1676
www.broszeng.com



PREPARED FOR:
CITY OF MITCHELL
612 North Main Street
Mitchell, SD 57301

t (605) 995-8433
www.cityofmitchell.org

SHEET
A.01

PROJ: 2107121

DATE:

DRAWN: RM

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CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
TITLE SHEET

704 E. Havens Avenue
Mitchell, SD 57301
(605) 336-1676
www.broszeng.com

Abandoned utilities (gas lines, telephone lines, etc.) encountered during construction shall be removed and disposed of by the Contractor. Costs associated with this work shall be incidental to the various bid items associated with work adjacent to the abandoned utility.

The Contractor shall be responsible for the coordination of all work associated with the disturbance, removal, or replacement of unidentified utilities when encountered. The Contractor shall, in advance and prior to proceeding with the work, coordinate with the City and all other companies related to the associated work.

Existing utility locations shown on drawings are approximate. There is no guarantee that the utilities shown include all such utilities or that the locations indicated are exact. The Contractor shall contact South Dakota One Call system, utility companies, and the City of Mitchell to verify locations of all existing utilities prior to excavation.

The Contractor shall be responsible for notifying South Dakota One Call 1-800-781-7474 to have utilities field located.

The following utility companies are known to have facilities on the project:

South Dakota One Call	1-800-781-7474
City of Mitchell	1-605-995-8433
Northwestern Energy	1-800-245-6977
B-Y Rural Water	1-605-996-2266
Century Link	1-866-642-0444
Mitchell Telecom	1-605-990-1000
Midcontinent	1-800-888-1300

The Contractor shall cooperate with and coordinate his efforts to work with the utility companies and their contractors. Each bidder shall be responsible prior to bid letting, for determining the effects of utility work on the project work scope and schedule and shall account for all such effects in his bid. No consideration will be given to the Contractor after the bid letting on account of utility work done by others.

CONTRACTOR INSTALLED UTILITIES

The Contractor shall be responsible for locating City utilities installed with the project until final acceptance is granted. All costs associated with locating City utilities installed with the project until final acceptance shall be incidental to the project.

PROTECTION OF EXISTING WATER MAIN, SANITARY SEWER, AND STORM SEWER SYSTEMS

For the protection of existing public underground utilities and the surrounding work area, consideration shall be given to isolating portions of the existing water distribution system within the construction limits while maintaining fire protection. During underground utility installation such as, but not limited to, sanitary sewer, water main, storm sewer, in the proximity of existing water main and/or water services, the existing water main distribution shall be isolated within the work area. Upon receiving notice from the Contractor 24 hours in advance of any work, City staff will operate designated water valves, where appropriate, to isolate the work area as much as reasonably possible. The Contractor shall become aware of the location and status (open/closed) of any designated isolation valve(s). City staff shall be notified immediately in the event of a water service emergency or interruption. It will be permissible for the Contractor to operate the designated valve(s) in the event of a water main or water service failure within the construction area. The Contractor is required to have a valve operating key on site in the event of such a failure. The City shall be notified immediately after the shutdown. City crews will operate the valves after repairs have been made and inspections have been completed.

Existing sanitary sewer lines and manholes within the construction limits shall be protected at all times during construction. The upstream ends of existing sanitary sewer lines downstream from new sanitary sewer construction shall be plugged at locations to be approved by the Engineer. Water, stone, dirt, gravel, asphalt, concrete or any other debris shall not be allowed to enter the City's sanitary sewer system during flushing operations or at any other time. Construction taking place in the vicinity of any existing City sanitary sewer lines or manholes shall not cause any inflow of surface water, ground water, water from damaged water lines, or debris to enter the City's sanitary sewer system. The Contractor shall be responsible for any damages or costs incurred to the City's sanitary sewer system and/or private property, and any actions imposed by SDDANR due to spills, overflows, inflows, lift station surcharges, City Water discharge, sanitary sewer discharges to surface waters, sanitary sewer backups into homes, etc.

Existing storm sewer inlets and pipes within the construction limits shall be protected from the entrance of stone, dirt, gravel, asphalt, concrete or any other debris during construction. The SWPPP must be followed at all times.

ADJUSTMENT OF MANHOLES

The Contractor will adjust manholes to the extent necessary on this project. Adjusting the manholes may consist of removing the upper course of brick or removing the concrete walls, replacing the removed materials with brick or Class M6 concrete, placing adjusting rings if necessary, and resetting the manhole frame and lid. The elevation of the lid will be set at the same elevation of the adjacent new pavement or surrounding ground. All manhole frames, lids, and rings that are cracked or broken due to carelessness of the Contractor will be replaced with new manhole frames, lids, and

rings that conform with the Specifications at the Contractor's expense. Manholes will be adjusted to the satisfaction of the Engineer. All costs involved in adjusting the manholes will be incidental to the contract unit price per each for "Adjust Manhole". The Engineer may direct adjustment of manholes that were not included in these plans. Payment for adjusting manholes that were not included in the plans will be at the contract unit price per each for "Adjust Manhole".

TABLE OF ADJUST MANHOLES

Station	L/R	Type of Adjustment
1+02.04.	2.2' R	MH Adjustment
3+15.90	CL	MH Adjustment

WASTE DISPOSAL SITE

All material generated from this project for disposal must be disposed of at a state-permitted solid waste disposal site. Depending on what material is generated and whether it is contaminated or uncontaminated will determine which permitted facility can accept it. Permitted facilities include construction and demolition debris sites, restricted use sites, and regional landfills. The Contractor can contact the Waste Management Program at (605) 773-3153 to identify locally permitted disposal sites for various categories of contaminated and uncontaminated materials.

All costs associated with disposing of waste shall be incidental to the various contract items.

DEWATERING

It is anticipated that groundwater may be encountered during excavation. Dewatering may be needed to perform the contract work. There is no separate bid item for dewatering and all costs associated shall be incidental to the various related bid items.

If necessary, the Contractor will obtain a dewatering permit from the SDDANR.

MAILBOXES

The Contractor will reset the existing mailboxes on new posts with the necessary support hardware for single mailbox assemblies. The local Postmaster will determine the recommended mounting height of the mailboxes throughout the project. The Contractor will coordinate with the Engineer on the proper postal representative to contact.

All costs for removing existing mailboxes, providing temporary mailboxes, and resetting mailboxes with new posts and necessary support hardware will be incidental to the contract unit price per each for "REMOVE AND RESET MAILBOX".

REMOVALS

CLEARING

The lump sum payment for "Clearing" will be full compensation for all removal and disposal of trees less than six (6) inches in diameter, stumps, roots, and other vegetation designated for removal and mowing as required. The Engineer will establish right-of-way lines and construction limit lines prior to the start of clearing operations. The Engineer, at the start of the project, will mark the clearing limits.

Organic material shall not be used as fill in trenches or embankment. The Contractor shall dispose of all trees, brush, stumps, roots and other remains in a legal manner. Burying or burning of debris on or adjacent to the project shall be prohibited.

Erosion control measures shall be installed and functioning prior to clearing and excavation. See erosion control plans and notes.

SAW EXISTING ASPHALT PAVEMENT

Asphalt/Concrete sawing shall be performed at all locations shown on the plans or as directed by the Engineer during construction. The pavement shall be sawed full depth. The Contractor shall exercise particular care to ensure that the adjacent surface is left intact and undamaged when removing the sawed out portion. Sawing of asphalt shall be paid for once at each location. Additional sawing required to form neat edges prior to paving will be incidental to sawing bid item. Where new surfacing is placed adjacent to existing asphalt concrete, a joint shall be sawed in the existing bituminous material prior to placing new materials.

GRADING

UNCLASSIFIED EXCAVATION

Excavate the existing subgrade to provide for the required depth of aggregate base course and asphalt surfacing or aggregate base course and concrete surfacing. Earthwork shall be performed as shown on appropriate cross sections.

Due to the difficulty in making field measurements on this project and to expedite final payment, the computed quantity of Unclassified Excavation shall be the basis of payment for this item. No field measurements will be made for payments except when changes from the plan shown construction limits are ordered by the engineer.

All excavations made for underground utilities is incidental to the installation of that utility. All spoil material removed for pipe installation is the property of the Contractor and is to be removed from the project by the Contractor. All spoil material and costs for removing it are incidental to pipe installation costs.

The excess soil resulting from earthwork activities, if any, shall become the property of the contractor who shall be responsible for its removal from the site.

Water for compaction of subgrade and embankments shall be provided by the contractor and used to maintain soil at or near optimum moisture content to obtain required density. Compaction of subgrade and embankments shall be governed by the specified density method. Compaction of embankment shall be no less than 97% of Standard proctor density. No separate payment will be made for water used for compaction of subgrade. Cost of water for compaction of subgrade shall be included in the cost of Unclassified Excavation.

SALVAGED MATERIAL

Salvaged Asphalt Mix and Granular Base Material removed from within the project limits will be reused as Base Course, Salvage or Gravel Cushion, Salvage. The quantity of salvaged material may vary from the plans. The Contractor will be required to construct the roadway according to the depths shown in typical sections. No adjustment in the contract unit price for salvage material will be made because of a variation in salvaged material quantities.

Salvaged material to be used as Base Course, Salvage or Gravel Cushion, Salvage on this project must meet and the Engineer's approval.

TRAFFIC CONTROL

GENERAL MAINTENANCE OF TRAFFIC

- Installation of traffic control shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition unless otherwise modified in the plans.
- The Contractor shall notify the engineer 7 days prior to the start of construction, and before any substantial traffic control change so a press release can be issued. The Contractor shall notify the engineer 48 hours in advance of all other traffic control changes. Installation of traffic control shall not be made before 8:30 AM on the day of the closure.
- Removing, relocating, salvaging, and resetting of existing traffic control devices, including delineation, shall be the responsibility of the Contractor. Any delineators or signs damaged or lost shall be replaced by the Contractor at no cost to the City. Payment for removing, salvaging, installing, and/or resetting of signs shall be made using the applicable bid items. If no applicable bid items are included in the estimate of quantities, payment for removing, salvaging, installing, and/or resetting of signs shall be incidental to the lump sum price bid for "Traffic Control, Miscellaneous".
- Storage of vehicles and equipment shall be outside the clear zone and as near as possible to the right-of-way line. Contractor's employees should mobilize at a location off the right-of-way and arrive at the work sites in a minimum number of vehicles necessary to perform the work.
- Indiscriminate driving and parking of vehicles within the right-of-way will not be permitted. Any damage to the vegetation, surfacing, embankment, delineators and existing signs resulting from such indiscriminate use shall be repaired and/or restored by the Contractor, at no expense to the City, and to the satisfaction of the Engineer.
- All breakaway sign supports shall comply with FHWA NCHRP 350 crash-worthy requirements. The Contractor shall provide post installation details at the preconstruction meeting for all steel post breakaway sign support assemblies.
- Installation, maintenance, relocation and removal of Type I and II barricades, cones, vertical panels, drums, barricade warning lights, watchmen, tubular markers and flags shall be included in the lump sum price bid for "Traffic Control Miscellaneous".

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PROJ: 2107122

DATE: 2/24/22

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CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
NOTES

704 E. Havens Avenue
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Measurement: Sediment control wattles shall be measured to the nearest foot.

Payment: Sediment control wattles shall be paid for at the contract unit price per lineal foot. Payment for all materials, labor and equipment necessary to install, maintain, repair, and remove the sediment control wattles shall be included in the contract unit price per lineal foot.

Materials: The erosion control wattle shall be 12” diameter with biodegradable netting and selected from the manufacturers listed below, or approved equal:

Manufacturer	Product Name
American Excelsior Company Arlington, TX Phone: 1-800-777-7645 www.amerexcel.com	Curlex Sediment Log
Western Excelsior Corporation Mancos, CO Phone: 1-800-833-8573 www.westernexcelsior.com	Aspen Fiber Logs and Straw Logs
R.H. Dyck Inc. Winters, CA Phone: 1-530-662-7700 www.earth-savers.com	Earth-saver Rice Straw Wattles

TOPSOIL

The lump sum payment for “Remove and Replace Topsoil” will be the full compensation for all removal and replacement of topsoil.

Topsoil will be placed over all disturbed areas to a depth of 4 inches unless otherwise specified by the Engineer. The placement of the topsoil shall be completed within 5 days of final grading. Soil stabilization shall be in accordance with the SWPPP. Contractor shall preserve and place existing topsoil. Topsoil shall be installed “firm” to eliminate tracking and settlement irregularities from developing while not over compacting the topsoil.

SEEDBED PREPARATION

The initial preparation of the newly graded area for seeding shall consist of removing existing grass, vegetation and turf. Do not mix into topsoil. Remove stones larger than 1” in any dimension, sticks, roots, trash and other extraneous matter. Grade the planting areas to a smooth, uniform surface that is loose and uniformly fine textured. Grade to within +/- 0.5" of the finish elevation. Roll and rake, remove ridges, pulverize soil clods to less than 1” and fill depressions to meet finish grades. The Contractor will need prior authorization from the Engineer to commence seeding. Seedbed preparation shall be incidental to the appropriate “Erosion Control” lump sum pay item.

SEED TESTING

Seed shall be tested within 9 months prior to planting, exclusive of the calendar month in which the test was completed. Testing shall be performed in accordance with SD Standard Specification for Roads and Bridges Section 730.2C. The certified test report shall be furnished to the Engineer prior to the start of the seeding operations.

LABELING

Each bag of seed delivered to the project shall bear a tag which conforms to the SD Standard Specifications for Roads and Bridges Section 730.2D. There will be no payment for seed used without the proper labeling.

WEED CONTROL DURING CONSTRUCTION

The Contractor will be responsible to control all legumes, noxious weeds, and grass within the project limits, in both disturbed areas and undisturbed areas, throughout the duration of the project. Legumes, noxious weeds and grass shall be controlled by hand pulling, mowing, and/or inoculation.

If the Contractor chooses to inoculate weeds, the inoculation must be performed in accordance with the manufacturer's recommendations and all applicable federal, state, and local laws and ordinances. The Contractor is responsible for keeping all required chemical application records, and must provide them to the Engineer upon request. The inoculation product must be approved by the Engineer prior to application. The amount of weed control required on the project will be at the discretion of the Engineer. All materials, equipment, tools, labor, and other appurtenances required to control all legumes, noxious weeds, and grass throughout the duration of the project will be paid for under the “Erosion Control” lump sum bid item.

WEED CONTROL FOR FINAL RESTORATION

Legumes and noxious weeds shall be controlled in all newly seeded and/or sodded areas by hand pulling, mowing, and/or inoculation for the duration of the 45 day maintenance period and until a uniform, perennial vegetative cover with a density of 70% of the native grasses has been established. This requirement applies to the project limits and to all contractor staging areas. If areas are dormant seeded, this requirement shall remain in effect until the following spring.

If the Contractor chooses to inoculate weeds, the inoculation must be performed in accordance with the manufacturer's recommendations and all applicable federal, state, and local laws and ordinances. The Contractor is responsible for keeping all required chemical application records, and must provide them to the Engineer upon request. The inoculation product must be approved by the Engineer prior to application.

More than one weed control application may be required depending on site conditions. The amount of weed control required on the project will be at the discretion of the Engineer. A pre-emergent application is recommended.

All materials, equipment, tools, labor and other appurtenances required to control all legumes and noxious weeds throughout the 45 day maintenance period and until a uniform, perennial vegetative cover with a density of 70% of the native grasses has been established will be paid for under the “Erosion Control” lump sum bid item.

SEEDING

Construction Requirements: Seeding and fertilizing shall comply with sections 730 and 731 of the SDDOT Standard Specifications for Roads and Bridges except as noted below. Seasonal limitations have been designated below. If seasonal limitations cannot be met, then an alternate soil stabilization practice must be used. Payment will be made to the Contractor for these alternate practices if caused by the conditions and sequencing of the plans and/or specifications and not the result of the Contractor's negligence.

Seed Mixes:

When to Plant:

Spring: April – June 15
Fall: August – Early September
Dormant: November – Freeze Up

Specifications:

Minimum Purity 97% and Minimum Germination 85%
Maximum Other Crop Content 0.10% and Maximum Weed Content 0.10%
Components and/or percentages of the above blend may vary

An estimated seeding area of 317 SY was calculated for this project. Seeding shall be paid for by “Erosion Control” per unit lump sum.

FERTILIZING

Fertilizer Type: For use in both seed and sod applications. Fertilizer shall have a minimum guaranteed analysis of 13-13-13 with a minimum of 25% SCU for slow release properties. The application rate shall be 330 lbs/acre. Any other fertilizer analysis and/or application rate must be approved by the Engineer prior to application.

Fertilizer shall be delivered to the site in bags, each fully labeled, conforming to the specifications and bearing the name and warranty of the producer. Appropriate documentation shall be given to the Engineer for approval prior to application. Fertilizer will be measured and paid for under the “Erosion Control” lump sum bid item.

An estimated fertilizing area of 317 SY was calculated for this project. Fertilizing shall be paid for by “Erosion Control” per unit lump sum.

FIBER MULCHING

Fiber mulch will be applied in a separate operation following permanent seeding.

An additional 2% by weight of tackifier will be added to the fiber mulch product selected from the approved product list. If the product selected has guar gum tackifier included, then the additional 2% of tackifier will be guar gum. If the product selected has synthetic tackifier included, then the additional 2% of tackifier will be synthetic.

Fiber mulch will be applied at the rate of 2,000 pounds per acre.

The Contractor will allow the fiber mulch to cure a minimum of 18 hours prior to watering or any storm event to ensure proper cohesion between the soil and fiber particles.

All costs for the additional tackifier added to the fiber mulch including labor, equipment, and materials will be incidental to the contract unit price per pound or ton for “Fiber Mulching”.

The fiber mulch provided will be from the approved product list. The approved product list for fiber mulch may be viewed at the following internet site:

<http://sddot.com/business/certification/products/Default.aspx>

An estimated Fiber Mulching area of 317 SY was calculated for this project. Fiber Mulching shall be paid for by “Erosion Control” per unit lump sum.

UTILITIES

TRENCH EXCAVATION

Contractor shall not open more trench in advance of pipe placement than is necessary to expedite the work. In the event that pipe placement is stopped for any cause, 300 feet will be the maximum length of open trench allowed on any line under construction.

Under ordinary conditions, excavation will be by open cut from the surface. Material suitable for backfilling will be piled in an orderly manner, a sufficient distance from the banks of the trench to avoid overloading and prevent slides or cave-ins. All excavated material that is not required or suitable for backfill will be removed and wasted, as directed by the Engineer. Any material loaded and hauled from the project will be done by, and at the expense of the Contractor. The cost of this material removal will be considered incidental to other items.

All material will be deposited along the trench, in a manner that will cause the least inconvenience to the public and to be consistent with rapid and economical handling of the work.

Where streets are asphalt surfaced, the Contractor shall cut the asphalt surfacing full depth by an approved method to a width of 12 inches wider than the trench excavation. When asphalt surfacing has a concrete base, the asphalt shall be cut in the previously described manner and the concrete base removed with a pneumatic or mechanical type hammer or by similar means.

All street surfacing cuts, asphalt or concrete, shall be in a straight line parallel to the existing curb and gutter or perpendicular to the centerline of the street. No jagged, skewed, or irregular cuts will be allowed. All asphalt cuts shall be in an approved manner and not ripped out with the bucket. Any work that lifts the remaining mat away from the base material and cause widening the street cut and amount of surfacing shall be replaced at the Contractor's expense.

ROUGH EXCAVATION

Generally, rough excavation will be done by backhoes, trenching machines, draglines or any other excavating equipment, which the Contractor decides can do the job efficiently with the least amount of damage to existing property. Rough excavation will be deep enough to provide room for the installation of three inches of pipe embedment material as specified.

Trenches will be of sufficient width to provide ample hauling space for men engaged in handling pipe and making joints. The banks of the pipe trench will be as near vertical as allowed for safety in conformance to governing laws. **All excavations shall be in accordance with 29 CFR 1926, Subpart P and all other associated OSHA regulations.** Care should be taken not to over-excavate.

Trenches will be excavated to a width that will provide adequate working space and pipe clearances for proper pipe installation, jointing, and embedment operations. To protect the pipe from external loads in excess of those used in the design of the pipe, it is necessary to limit the width of the lower portion of the trench.

The bottom width of the trench will not exceed the outside diameter of the pipe bell plus twenty-four (24) inches. This width will be used from the bottom of the trench to an elevation of six (6) inches above the top of the pipe.

The trench bottom will conform to the grade or depth that the pipe is to be placed. Granular material will be properly graded and shaped prior to pipe placement. The granular material will provide uniform bearing and support at every point along the entire length of each pipe segment.

Except where trench banks are cut back on a stable slope to prevent caving or sliding, trenches will be properly and substantially braced and sheeted where necessary to provide adequate protection to workmen and to the pipeline during and after construction. Sheeting will not be pulled unless the pipe strength is sufficient to carry trench loads based on the trench width to the back of the sheeting.

No timber or lumber used in trench bracing or sheeting will extend below the elevation of the top of the pipe, unless such timber or lumber is to be left in the trench permanently.

Backfill with the in-situ material, except for the granular material as specified, and as shown in the plans. No rock will be placed in the trench within twelve (12) inches of the top and within six (6) inches of any other portion of the pipe.

The in-situ backfill material will be free from sticks, large roots, or other organic matter coarser than grass roots, stones, hard lumps, and clods; and will have moisture content such that optimum compaction is obtained when properly compacted.

SHEET
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PROJ: 2107122

DATE: 2/24/22

DRAWN: RM

CHECKED: NG

DESCRIPTION

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CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

NOTES

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ENGINEERING, INC.

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<div>PIPE INSTALLATION CARE AND PRACTICES</div> <div>PVC Pipe will be installed in accordance with AWWA C605-05. All pipe and allied items will be carefully transported to the site of the trenches and distributed in such a manner as to be convenient for laying. Pipe will be placed in such a manner as to afford as little inconvenience to the public as possible.</div> <div>All pipe and fittings will be clean of all dirt and trash and will be thoroughly inspected before it is placed in the trench. Pipe and other materials that are to be used in the trench will be placed therein by a suitable and appropriate method. No materials used in the trench will be dumped into the trenches and subjected to damage during handling.</div> <div>If proposed utilities are to replace existing utilities, the removal and disposal of all piping, fittings, valves, manholes, insulation, and all other appurtenances shall be incidental to the cost of the installation of the proposed utility systems, unless specified or noted otherwise.</div> <div>Prior to and during pipe placement, pipe will be protected against impact shocks and free fall. Pipe placement will proceed upgrade with the bell ends of “bell and spigot pipe” and groove ends of “tongue-and-groove pipe” turned upstream. Each pipe will be laid accurately to the line and grade shown in the plans. Pipe will be laid and centered so that the pipe has a uniform invert. As the work progresses, the interior of the pipe will be cleared of all superfluous materials. The trenches will be kept free of water and as dry as possible during placement and jointing, for as long a period as required. Before making pipe joints, all surfaces of the portions of the pipe to be joined will be clean and dry. Lubricants, primers, and adhesives will be used as recommended by the pipe manufacturer. Joints will then be placed, fitted, jointed, and adjusted so as to obtain the required degree of water tightness.</div> <div>As soon as possible after the joint is made, sufficient backfill material will be placed along both sides of the pipe to prevent pipe movement off line or grade. If the primary means of obtaining pipe grade is by a pipe laser level, the Contractor shall double check his work with an alternative means at intervals of no less than 100 feet.</div> <div>When work is not in progress, open ends of pipe and fittings will be satisfactorily closed so that trench water or other unwanted material will not enter the pipe or fittings. Pipe backfill shall not contain debris, frozen material, large clods or stones, organic matter, or other unstable material. Stones larger than 3 inches in diameter shall not be placed within 2 feet of the top of any pipe.</div> <div>The Contractor will be required to furnish, install and later remove a temporary Safety Fence. The Safety Fence will be Orange Plastic Safety Fence with steel fence posts at 16’ centers. The fence will have a minimum height of 42”. The Contractor will maintain the fence in good condition and repair the fence as needed or as directed by the Engineer. All excavations shall be properly guarded and barricaded.</div> <div>If deemed necessary by the Owner or Engineer, excavations shall be further guarded in the night time hours by covering all open trench area with a rigid steel plate, or approved cover, suitable for covering the trench area as well as placing lights at the excavations, which shall be kept lit from sundown to sunrise.</div> <div>Costs of temporary security of utility excavations shall be considered incidental to the installation of underground utilities at their respective unit prices.</div> <div>UNSTABLE TRENCH MATERIAL</div> <div>If unstable material is discovered at the bottom of a trench, the trench shall be undercut to a depth of fifteen (15) inches below the pipe invert elevation and backfilled with “Undercut Granular Material” to a depth of three (3) inches below the invert. From this elevation, normal pipe placement methods will be used.</div> <div>Acceptable undercut granular material can be obtained from local sources and must be approved by the Engineer. Granular material for undercut will also meet the following specification:</div> <div><div><div><div></div><div>Screened material (not crushed)</div></div><div><div></div><div>A 5% tolerance will be allowed on a 2” sieve.</div></div><div><div></div><div>All material must pass a 2 ½” sieve</div></div></div><div>Cost for excavation of unstable material and undercut granular material will be at the contract unit price, if included in the bid schedule, otherwise this cost will be negotiated, if needed, as determined by the Engineer.</div><div>GRANULAR MATERIAL FOR POTABLE WATER AND STORM SEWER PIPELINES</div><div>Acceptable granular material for potable water and storm sewer pipelines can be obtained from local sources and must be approved by the Engineer. Granular material for bedding and encasement will meet the following specification:</div><div><div><div><div></div><div>Screened material (not crushed)</div></div><div><div></div><div>As much variation in grain size as is practical</div></div><div><div></div><div>Free of lumps, rubbish, roots, cinders, and other objectionable material</div></div><div><div></div><div>The plasticity index (PI) will not exceed 12</div></div></div></div><div data-kind="ghost"></div><div data-kind="parent" data-rs="5"><div>No more than five (5) percent will be retained on a No. 4 sieve</div><div>No more than twenty (20) percent will pass a No. 100 sieve</div><div>GRANULAR MATERIAL PLACEMENT</div><div>All piping will be bedded and encased in the following manner with granular material as specified above.</div><div>Prior to pipe placement, the granular material will be shaped as bedding. There will be a minimum of six (6) inches of granular material below the bottom of the pipe. In the event that after placing a pipe in the trench, it is found that the prepared trench bottom is not at the proper elevation, the pipe will be removed and the grade corrected. In no case will the pipe be raised from and dropped in the trench bottom for the purpose of lowering a subgrade that is too high.</div><div>Bell holes in the granular material will be dug after the trench has been graded. Each bell hole will be dug immediately prior to placing the pipe in the trench. Regardless of the type of joint, all bell holes will be of sufficient size and depth that the joints can be assembled properly with no part of the bell in contact with the trench bottom.</div><div>The granular material will be shaped after the pipe is laid so that the material will extend up the sides of the pipe a distance of ½ the pipe diameter. At this time the granular material will be compacted to provide uniform bearing along the entire length of the pipe.</div><div>After each pipe has been graded, aligned and placed in its final position, sufficient granular material will be deposited and compacted to maintain the pipe in proper position and alignment during subsequent pipe placement.</div><div>Granular material will be deposited in the trench in such a manner that it is scattered along the sides of the pipe and not dropped in compact masses. In addition, such material will be deposited and compacted uniformly and simultaneously on each side of the pipe in order to prevent lateral displacement of the pipe.</div><div>All pipe and pipe bells will be covered with a minimum of three (3) inches of granular material. The granular material will not be humped over the pipe, but will be level from one side of the trench to the other.</div><div>In backfilling trenches for sewer lines, the previously installed pipe section will be as nearly covered and compacted as practical before the subsequent section of pipe is in final position.</div><div>DENSITY AND COMPACTION REQUIREMENTS</div><div>The Contractor may use any mechanical compaction method that obtains the required densities. The required density for backfill material will be ninety-five (97) percent of the Standard Proctor (ASTM D 698, AASHTO T 99). Density tests will be run to determine whether adequate compaction in the backfill is being obtained. Tests may be taken at any time, at the discretion of the Engineer.</div><div>If the backfill material is deemed unsuitable to be placed back into the trench or if the Contactor is unable to reach the required density, granular material or select backfill shall be used in its place, as directed by the Engineer.</div><div>Any trench that does not meet full OSHA requirements for safety will not be tested for compaction. Areas that cannot be tested due to compromised or questionable safety standards will be considered to have a failing result.</div><div>Backfill will be compacted in successive layers not to exceed twelve (12) inches thick, or the thickness recommended by the manufacturer of the particular piece of compaction equipment being used, whichever is less. When a single head pneumatic tamper is used, the backfill will be placed by hand on a horizontal plane in layers no deeper than six (6) inches and then thoroughly compacted. In this type of tamping, two workmen will be present with the tamper being continuously operated. This type of tamping will only be allowed in those areas not accessible to more heavy-duty type equipment, and will not be allowed on trench lengths over 40’.</div><div>SURFACE RESTORATION</div><div>Unless stated specifically to the contrary in the Special Provisions, the Contractor shall replace all surface material and restore paving, curbing, sidewalks, gutters, fences, trees, sod, topsoil, and other items disturbed to a condition equal to that before the work began, furnishing all labor, materials, and equipment necessary to do this work. Traveled streets shall be kept open and maintained by the Contractor after backfilling and before surfacing or final inspection. The cost of all such work shall be absorbed in the unit price bid for pipe installation unless otherwise specified.</div><div>In order to prevent future settlement of paving, sidewalks, driveways, and utilities, it is imperative that the Contractor compacts uniformly, ensuring no compaction is carelessly omitted. The Contractor will be responsible for damage caused by future settlement due to improper compaction for one year of final completion of the project. All sod in lawns and parkways removed or damaged by reason of such settlement, and the repair thereof, will be replaced by and at the expense of the Contractor.</div><div>Whenever trenching or other excavations made by the Contractor on this project have not been properly backfilled, or where settlement has occurred at any time before the end of the project to the</div></div></div>	extent that the top of the backfill is below the original ground surface, trenches will be re-filled, smoothed and compacted to conform to the elevation of the adjoining ground surface. Upon completion of the installation of the pipe, all debris and surplus materials resulting from the work will be removed. All ground surfaces at the site of the work will be machine and hand dressed as required, so as to leave the work site equal to or better than conditions were before any work was started. After final surfacing, all valve boxes and manhole lids shall be plumb, level, and no more than ¼ inch lower than the surrounding surfacing. Items not meeting this shall be dug up, readjusted, and final surfacing replaced. Costs for readjustment of boxes and lids shall be borne by the Contractor. STORM DRAINAGE STORM DRAINAGE - GENERAL Storm drainage pipe shall be the size(s) and class(es) designated on the plan and profile sheets and in the estimate of quantities. Standard bedding material shall be considered incidental to the installation of the storm drainage pipe. No separate measurement or payment shall be made for standard bedding material. The Contractor shall notify the City Engineer's office or designee upon completion of the storm drainage work. Inspection of the storm drainage work will be completed by the City Engineer's office, Public Works, or designee, who will identify all deficiencies. If deficiencies are identified prior to paving, they shall be corrected prior to paving. Final payment will not be made until all deficiencies have been corrected and the storm drainage work has been given final acceptance. STORM SEWER All reinforced concrete pipe shall be Class 3 pipe and may be either bell and spigot or tongue and groove. The pipe sections shall be adjoined such that the ends are fully entered and the inner surfaces are reasonably flush and even. Lift holes in the reinforced concrete pipe shall be plugged with grout. Watertight joints are required for reinforced concrete pipe, drop inlets, manholes, and junction boxes where storm sewers run parallel to and within 10 feet horizontally from existing or proposed water mains. Watertight joints are required where reinforced concrete pipes, drop inlets, manholes, or junction boxes cross water mains and are separated a distance of 18 inches or less, above or below, the water main. If watertight joints are required then the watertight joints shall extend for a distance of 10 feet beyond the water main. This measurement shall be from the sealed concrete joint to the outer most surface of the water main. Watertight joint seals shall conform to the following requirements: 1. Reinforced Concrete Pipe (Circular): Gasketed pipe shall conform to the requirements of ASTM C443. Gasketed pipe will be required on this project. 2. Reinforced Concrete Pipe (Arch): Joints shall be sealed with a waterstop seal meeting the requirements of ASTM C990. Waterstop seals shall consist of hydrophilic compounds such as Waterstop-RX or ConSeal CS-231. 3. Drop Inlets, Manholes, and Junction Boxes: Joints shall be sealed with a waterstop seal or seal wrap meeting the requirements of ASTM C990 or encased with a minimum 2’ wide by 6” thick M6 concrete collar reinforced with 6x6 W2.9 x W2.9 wire mesh. Waterstop seal shall contain hydrophilic compounds such as Waterstop-RX or ConSeal CS-231. Seal wrap shall be a self adhesive external joint wrap such as ConWrap CS-217 or Mar Mac Seal Wrap, or equal. Gaskets and seals (mastic, waterstop, and seal wraps) shall be installed in accordance with the manufacturer's recommendations. The cost for furnishing and installing all gaskets, mastic joint seal, waterstop seal, seal wrap, concrete collars, and for plugging the lift holes shall be incidental to the contract unit price per foot for the corresponding pipe bid item. DROP INLETS Where drop inlets are constructed within areas of curb and gutter, the Contractor shall construct weep holes of at least 3 inches in diameter in the drop inlet walls. The weep holes shall be constructed at the same elevation as the adjacent top of the earthen subgrade and shall be maintained clean and open at all times until the permanent surfacing is placed. The drop inlets shall be covered throughout construction operations as necessary with an Engineer approved cover to provide safe travel for motorists and to prevent materials from entering the storm sewer system. After the permanent surfacing has been placed, the Contractor shall seal the weep holes with grout and remove all debris from the drop inlet. All costs involved with the coverings, weep holes, and removing debris from the drop inlets shall be incidental to the contract unit prices for the components of the drop inlets.	SHEET C.05 PROJ: 2107122 DATE: 2/24/22 DRAWN: RM CHECKED: NG DESCRIPTION BY DATE REV 1 2 3 4 5 CITY OF MITCHELL EAST SPRUCE STREET RECONSTRUCTION NOTES 704 E. Havens Avenue Mitchell, SD 57301 (605) 336-1676 www.broszeng.com Brosz ENGINEERING, INC.	Page 215 of 333

If additions or reductions to the number of drop inlets are ordered by the Engineer, payment will be adjusted for the contract unit prices for the components of the drop inlets.

SURFACING

9" NONREINFORCED PCC PAVEMENT

The aggregate may require screening as determined by the Engineer.

The concrete used in the Portland Cement Concrete Pavement will conform to Section 380, contain a minimum of 600 lbs of cement, and 20% fly ash. The concrete will contain at least 55% coarse aggregate. The use of a water reducer at manufacturers recommendations will be required. The concrete will obtain a minimum 4,000 psi at 28 days. The contractor is responsible for the mix design used. The contractor will submit a mix design for approval at least 2 weeks prior to use.

In lieu of an automatic subgrader operating from a preset line, a motor grader or other suitable equipment may be used to trim the gravel cushion to final grade prior to placement of concrete. There will be no direct payment for trimming of the gravel cushion for PCC pavement. The trimming will be considered incidental to the related items required for PCC Pavement.

A construction joint will be sawed whenever new concrete pavement is placed adjacent to existing concrete pavement.

The surface of the mainline paving will be a heavy carpet drag. All other areas will be textured as directed by the Engineer. The surface of the mainline paving will receive a heavy carpet drag to within 2 or 3 feet of the face of the curb.

Unless specified otherwise in the PCC Pavement Joint Layout Sheets or elsewhere in the plans, the typical joint spacing for 9" Nonreinforced PCC Pavement will be 10'. Joint spacing in the PCC Shoulder Pavement will match adjacent mainline pavement.

The transverse construction joints will be handled in accordance of the Special Details for PCC Pavement Transverse Construction Joints.

The transverse contraction joints will be perpendicular to the centerline. In multilane areas the transverse contraction joints will be perpendicular to the centerline and be in a straight line across the entire width of the pavement. In special situations the Engineer may pre-approve transverse contraction joints that do not meet these requirements. All nonconforming transverse contraction joints will be removed at the Contractor's expense. Any method of placement that cannot produce these requirements will not be allowed.

The location of joints, as shown and designated on the PCC Pavement Joint Layout(s) are only approximate locations to be used as a guide and to afford bidders a basis for estimating the construction cost of the joints. The final locations of the joints are to be designated by the Engineer during construction.

LOCATION OF CONCRETE PAVEMENT JOINTS

The location of joints, as shown on the "PCC Pavement Layout" sheets, are only approximate locations to be used as a guide in the final location of joints and to afford bidders a basis for estimating the construction costs of the joints. The final locations of the joints are to be designated by the Engineer during construction.

TRANSVERSE CONTRACTION JOINTS

See PCC Pavement Layouts sheets and standard plate for PCC Pavement Transverse Contraction Joint Spacing for joint spacing in Nonreinforced PCC Pavement.

STEEL BAR INSTALLATION

The Contractor shall insert the steel bars (1 ¼" × 18" epoxy coated plain round dowel bars and No.5 ×24" epoxy coated deformed tie bars for longitudinal joints) into drilled holes in the existing concrete pavement. An epoxy resin adhesive must be used to anchor the steel bar in the drilled hole.

The steel bars shall be cut to the specified length by sawing and shall be free from burring or other deformations. Shearing will not be permitted.

Epoxy coated plain round steel bars shall be installed on 12-inch centers in the transverse joint. The first steel bar shall be placed a minimum of 3 inches and a maximum of 6 inches from the outside edge of the slab.

Epoxy coated deformed steel bars shall be inserted on 30-inch centers in the longitudinal joint and shall be placed a minimum of 15 inches from the existing transverse contraction joint.

Cost for the epoxy resin adhesive, steel bars, drilling of holes, applying the adhesive, installing the steel bars into the drilled holes and all other items incidental to the installation of the steel bars shall be incidental to the contract unit price per each for Insert Steel Bar in PCC Pavement.

MISCELLANEOUS CONCRETE

Concrete for inlets, curb and gutter, valley gutters, sidewalk, driveway approaches, and outlet structures shall be Class M-6 as detailed in the SDDOT Standards Specifications Section 462.

Concrete shall be cured using a curing compound in accordance with section 821.1 of the SDDOT Standard Specification for Roads and Bridges. A ½" preformed expansion material shall be placed between the sidewalk and other concrete items (back of curb, driveways, existing sidewalks, etc.) except at curb ramps, where the expansion material shall be placed on the back side of the landing area. Payment for this item shall be incidental and included in the unit price for the respective bid item.

CONCRETE CURING

All concrete shall be cured in accordance with section 380.3.M.2 of the SDDOT Standard Specifications for Roads and Bridges except as modified in this note. All concrete shall be cured with a white pigmented linseed oil base emulsion compound when cured using the Impervious Membrane Method. Curing compound material shall be in accordance with section 821.1.C

Apply liquid curing compound in a fine spray to form a continuous, uniform solid white opaque coverage (equal to a white sheet of typing paper) on the horizontal surface and vertical edges of pavement, curbs and back of curbs immediately after surface moisture has disappeared, but no later than 30 minutes after finishing. Concrete edges exposed by the removal of forms shall also be cured. Apply the curing compound in 2 equal applications, in opposing directions, to ensure a uniform coverage. With the approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties to ensure acceptable macrotexture is achieved.

Failure to comply with the provisions may result in a price adjustment or rejection of the concrete.

WATER FOR COMPACTION

The cost of water for compaction of the granular material will be incidental to the various other contract items. Six percent plus or minus moisture will be required at the time of compaction unless otherwise directed by the Engineer.

6" PCC FILLET SECTIONS

Payment for "6" PCC Fillet Section" will be based on plans quantity. If additions or reductions to the area of PCC fillet sections are ordered by the Engineer, payment will be made in accordance with the contract unit price per square yard for "6" PCC Fillet Section".

DETECTABLE WARNINGS

Detectable warnings will be in compliance with the Americans with Disabilities Act regulations.

The detectable warnings will be installed according to the manufacturer's installation instructions.

A concrete thickness equal to the adjacent concrete sidewalk thickness and 2 inches of granular cushion material will be placed below the Type 1 Detectable Warnings. When concrete is placed below the detectable warnings then the concrete thickness will be transitioned at the rate of 1" per foot to match the adjacent concrete sidewalk thickness.

The detectable warnings will be a natural cast iron for application in concrete curb ramps.

When Type 1 Detectable Warnings are specified, the Contractor will furnish and install only one of the products listed in the Type 1 Detectable Warnings table.

Type 1 Detectable Warnings		
Detectable Warning Plate Cast Iron Plate	Neenah Foundry Company Neenah, WI 800-558-5075 http://www.neenahfoundry.com/	
Detectable Warning Plate Cast Iron Plate(No Coating)	East Jordan Iron Works, Inc. 301 Spring Street East Jordan, MI 49727 800-626-4653 http://www.ejiw.com	
Iron Dome Cast Iron Detectable Warning Tile	ADA Solutions, Inc. 323 Andover Street Suite 3 Wilmington, MA 01887 800-372-0519 https://adatile.com	

PAVEMENT MARKING PAINT

Pavement marking paint shall be Hotline Waterborne Traffic Paint TM2152 White or TM2153 Lead Free Yellow to conform to the City's current paint specification. Pavement marking shall be slow dry (Type II) epoxy from the South Dakota Department of Transportations approved product list or approved equal.

Glass Beads shall be in accordance with the South Dakota Department of Transportation Standard Specifications for Roads and Bridges 2015 Edition. Glass beads shall be applied at a rate of six (6) pounds per gallon of paint for waterborne. Glass beads shall be applied at the manufacturer's recommendation for epoxy-based paint.

Contractor shall follow all manufacturers recommendation for the proper installation of the pavement marking paint.

Pavement marking paint shall be applied at a rate of 14 to 16 mils wet film thickness.

Striping width shall be as indicated in the plans or as directed by the Owner. Width shall be specified with a tolerance of +/- 2/8 inch. Pavement marking and striping shall be applied by machine. On special areas and markings that are not adaptable to machine application, hand application will be permitted.

Paint shall be furnished by the manufacturer. The paint shall be thoroughly mixed in the original container before it is transferred to the tank of the spraying equipment. Filling tanks, pouring paint or cleaning equipment shall not be allowed on the pavement.

Pavement marking shall be applied during daylight hours when the ambient air temperature is about 45° F, and the pavement surface is dry. The pavement shall be cleaned of dirt, loose stones and other foreign material before the paint is applied.

The paint applicator shall be a self- propelled pneumatic spraying machine with atomizing nozzles capable of applying a marking or stripe from 4 to 8 inches wide. The applicator shall be capable of applying the materials at an even and uniform thickness with clearly defined edges. The applicator shall have reservoirs or tanks of sufficient capacity and shall be equipped with agitators capable of maintaining smooth even mixture. The spray mechanism shall be operated by means of a quick opening and closing valve providing a clean, sharp, cutoff without dripping.

During pavement marking operations, the Contractor shall take all precautions as may be required to protect the markings from tracking or damage. Paint damaged by traffic or other failure will result in either price reduction or rejection at the discretion of the Owner.

Grooving shall be within tolerances of the South Dakota Department of Transportation's 2015 Standard Specifications, Section 633.C.

The Grooving shall not cause damage to the pavement joints or joint sealant material. Any damage to pavement joints or joint material shall be corrected by the Contractor at no cost to the project.

The grooving shall be uniform in alignment and depth. Grooving can be completed in one pass or multiple paths as long as uniform depths and alignments are maintained. The groove shall be clean and free of loose material.

Existing pavement marking off the ends of the project may conflict with the new pavement marking. Removal of the existing pavement markings will be considered incidental to the "Pavement Marking Paint" bid items.

MAILBOXES

The Contractor will reset the existing mailboxes on new posts with the necessary support hardware for single mailbox assemblies. The local Postmaster will determine the recommended mounting height of the mailboxes throughout the project. The Contractor will coordinate with the Engineer on the proper postal representative to contact.

All costs for removing existing mailboxes, providing temporary mailboxes, and resetting mailboxes with new posts and necessary support hardware will be incidental to the contract unit price per each for "REMOVE AND RESET MAILBOX".

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CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

NOTES

704 E. Havens Avenue
Mitchell, SD 57301
(605) 336-1676
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CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

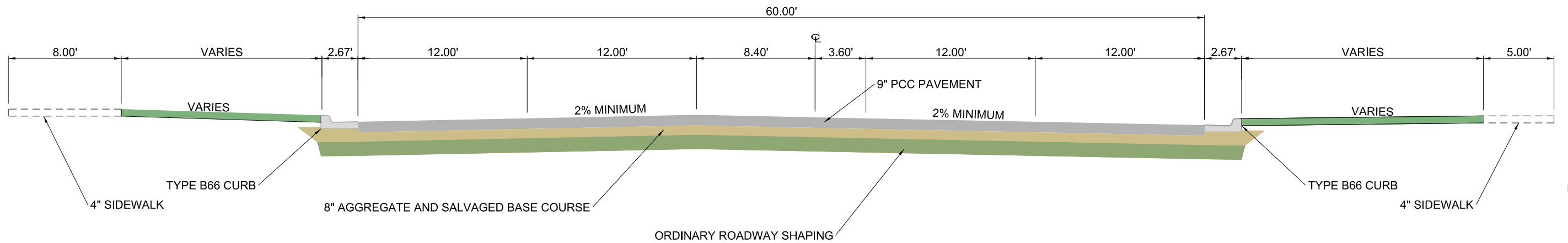
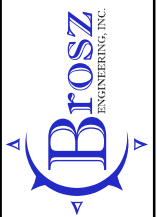
TYPICAL SECTIONS

704 E. Havens Avenue

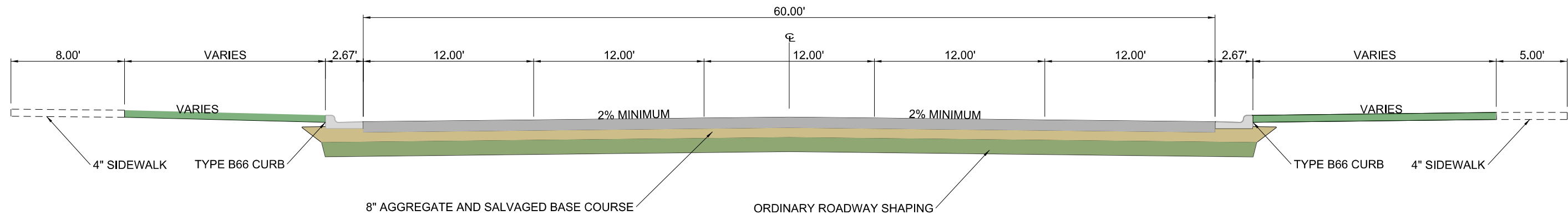
Mitchell, SD 57301

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PROPOSED TYPICAL EAST SPRUCE STREET WEST TIE IN
0+75 TO 1+44



PROPOSED TYPICAL EAST SPRUCE STREET
STA 1+44 TO 1+53
&
STA 3+26 TO 6+06

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CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

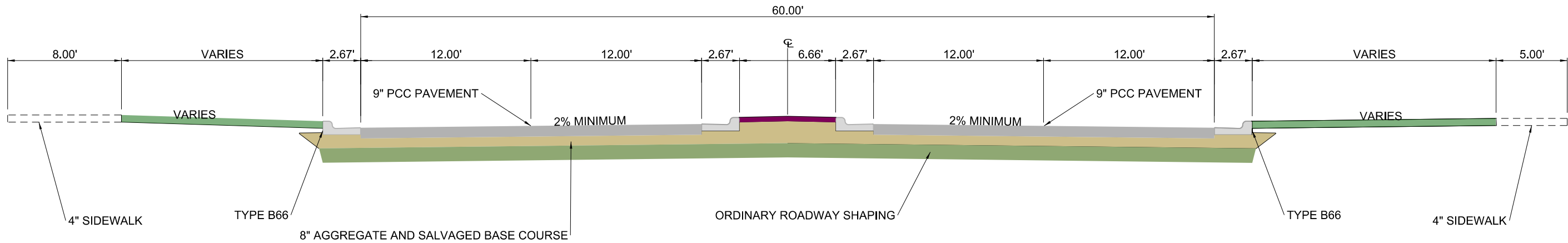
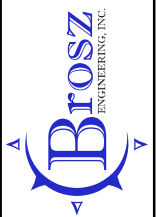
TYPICAL SECTIONS

704 E. Havens Avenue

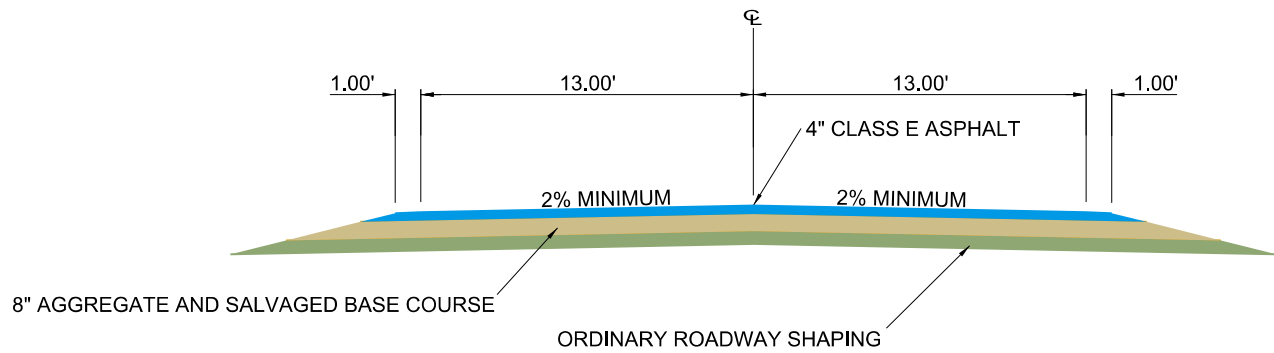
Mitchell, SD 57301

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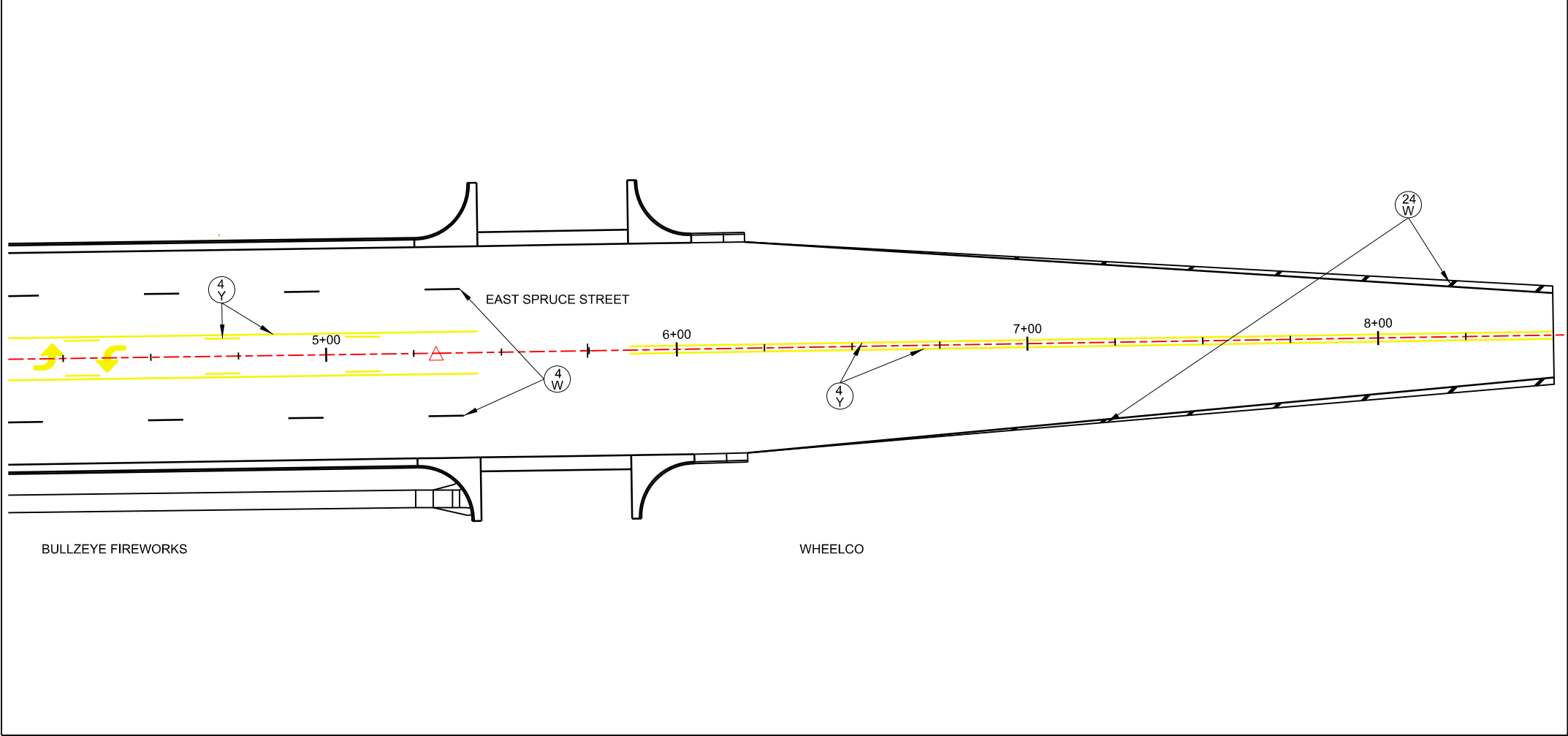
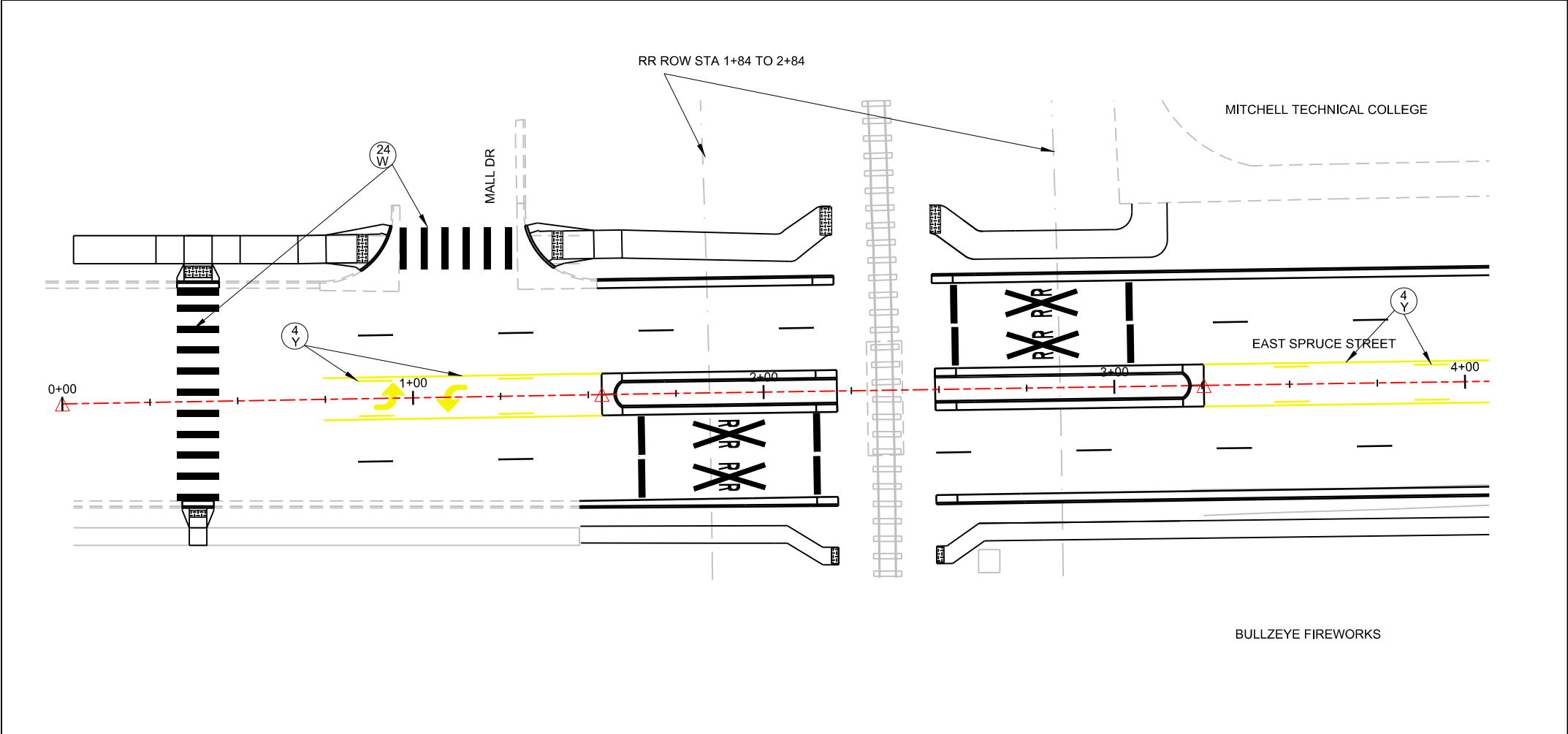
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PROPOSED TYPICAL EAST SPRUCE STREET NEAR RR
STA 1+53 TO 3+26



PROPOSED TYPICAL EAST SPRUCE STREET
TRANSITION FROM
STA 6+07 TO 8+50



STRIPING PLAN	
STA 0+00 TO 8+50	
4" WHITE	662 LF
4" YELLOW	1262 LF
24" WHITE	323 LF
TURNING ARROW	4 EA
⌘ WHITE	4 EA

Existing pavement marking off the ends of the project conflict with the new markings.
Removal of this conflicting pavement markings will be considered incidental to the "Pavement Marking Paint" bid items.

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E.01

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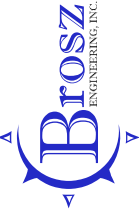
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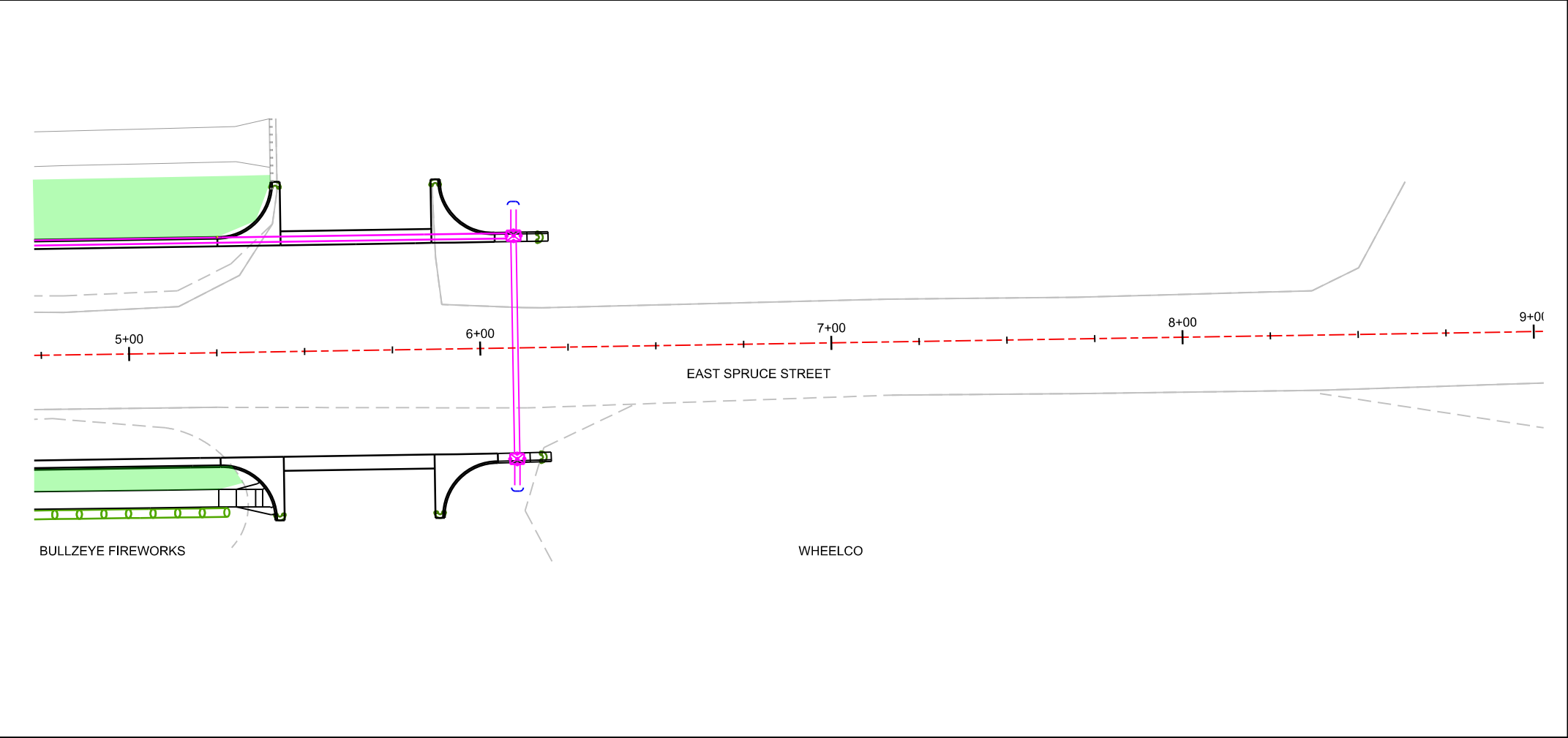
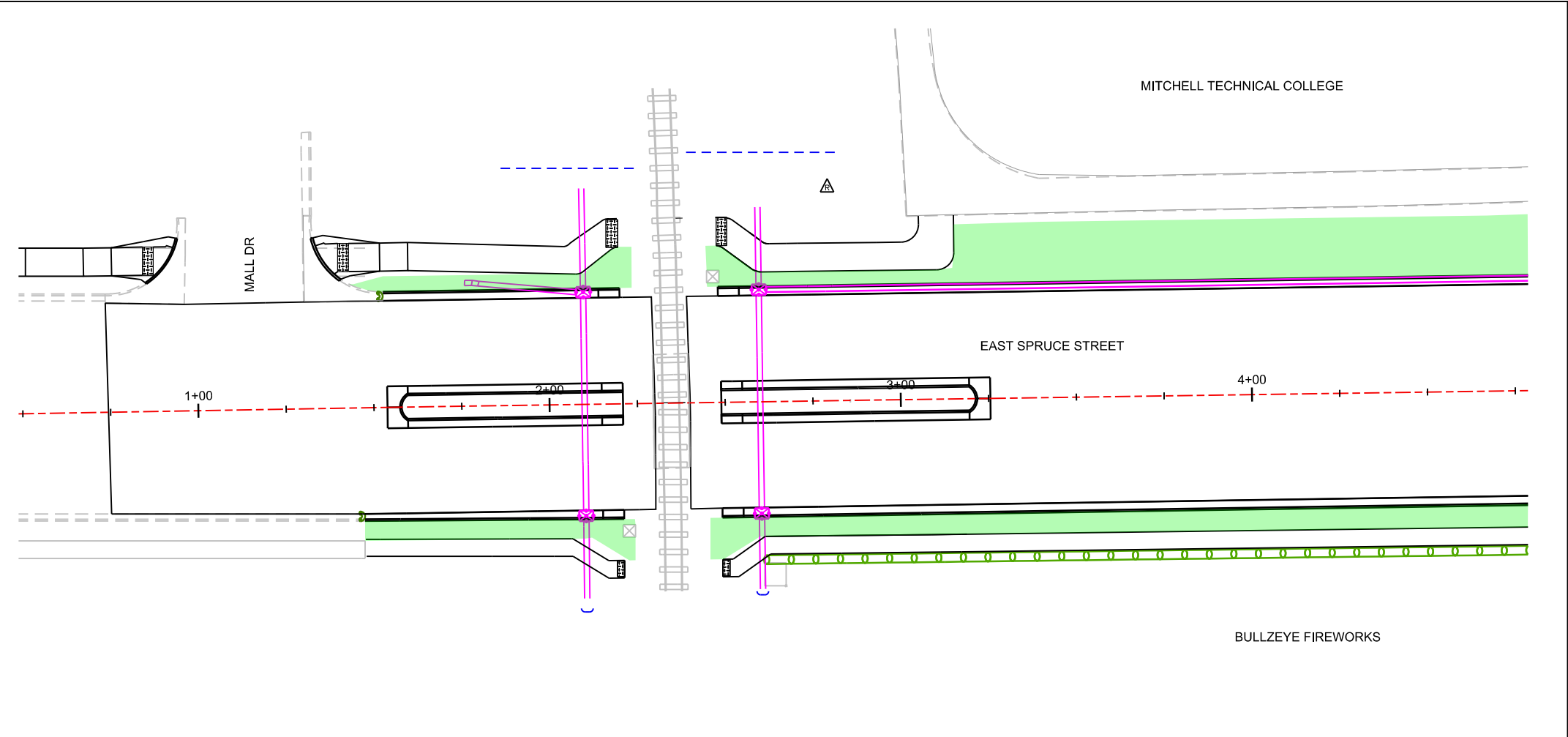
CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

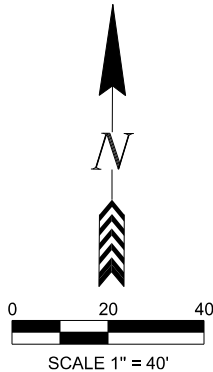
PAVEMENT MARKING

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- LEGEND
- 12" DIAMETER EROSION CONTROL WATTLE
 - SEED, FERTILIZE & MULCH
 - TEMPORARY SEDIMENT BARRIER
 - HIGH FLOW SILT FENCE



BID ITEM	UNIT	QUANTITY
EROSION CONTROL		
STA 0+50 TO 8+50	LS	1.00
12" DIAMETER EROSION CONTROL WATTLE		
STA 2+60.43 - 44.96' R TO 5+27.42 - 45.74' R	FT	270.00
TEMPORARY SEDIMENT BARRIER		
STA 1+46.93 - 30.88' R	EACH	1.00
STA 1+53.04 - 31.64' L	EACH	1.00
STA 5+42.22 - 48.02' R	EACH	1.00
STA 5+42.32 - 48.41' L	EACH	1.00
STA 5+87.85 - 48.07' R	EACH	1.00
STA 5+87.94 - 48.41' L	EACH	1.00
STA 6+18.32 - 31.40' L	EACH	1.00
STA 6+18.45 - 31.2' R	EACH	1.00
HIGH FLOW SILT FENCE		
STA 1+87.02 - 67.54' R TO 2+26.46 - 66.95' L	FT	45.00
STA 2+08.24 - 58.03' R TO 2+11.56 - 58.08' R	FT	5.00
STA 2+39.94 - 71.32' L TO 2+83.79 - 70.67' L	FT	45.00
STA 2+57.86 - 60.17' R TO 2+61.18 - 60.22' R	FT	5.00
STA 6+08.00 - 39.77' R TO 6+11.32 - 39.82' R	FT	5.00
STA 6+08.07 - 40.78' L TO 6+11.39 - 40.72' L	FT	5.00

SHEET
G.04

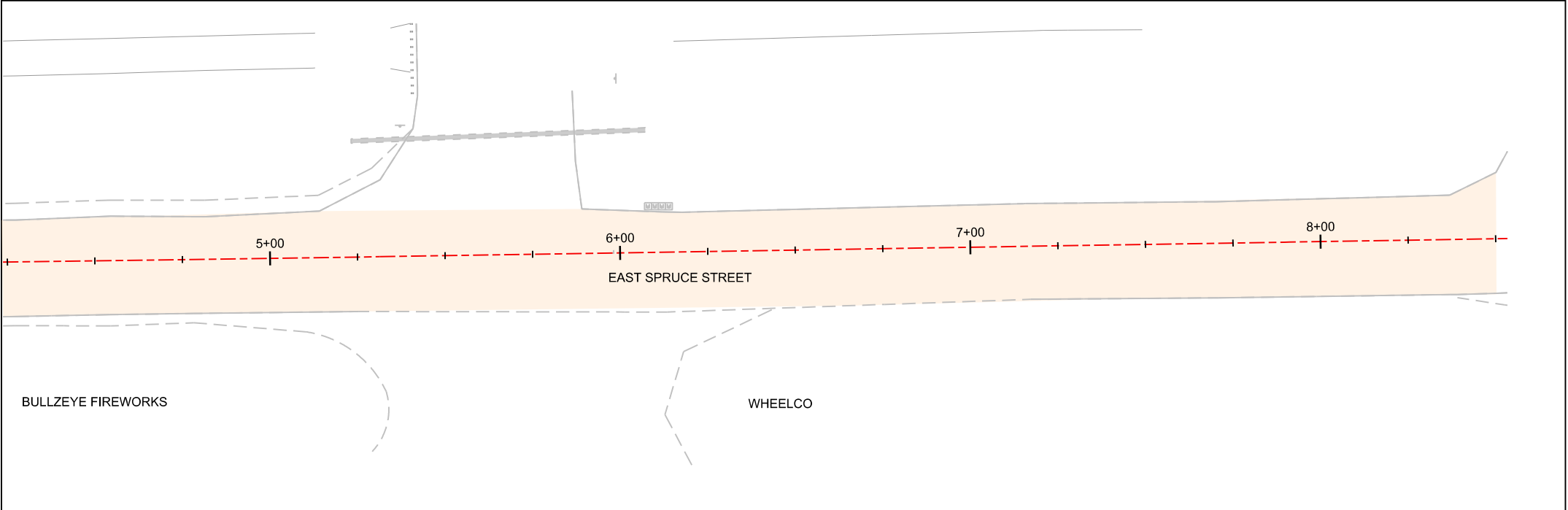
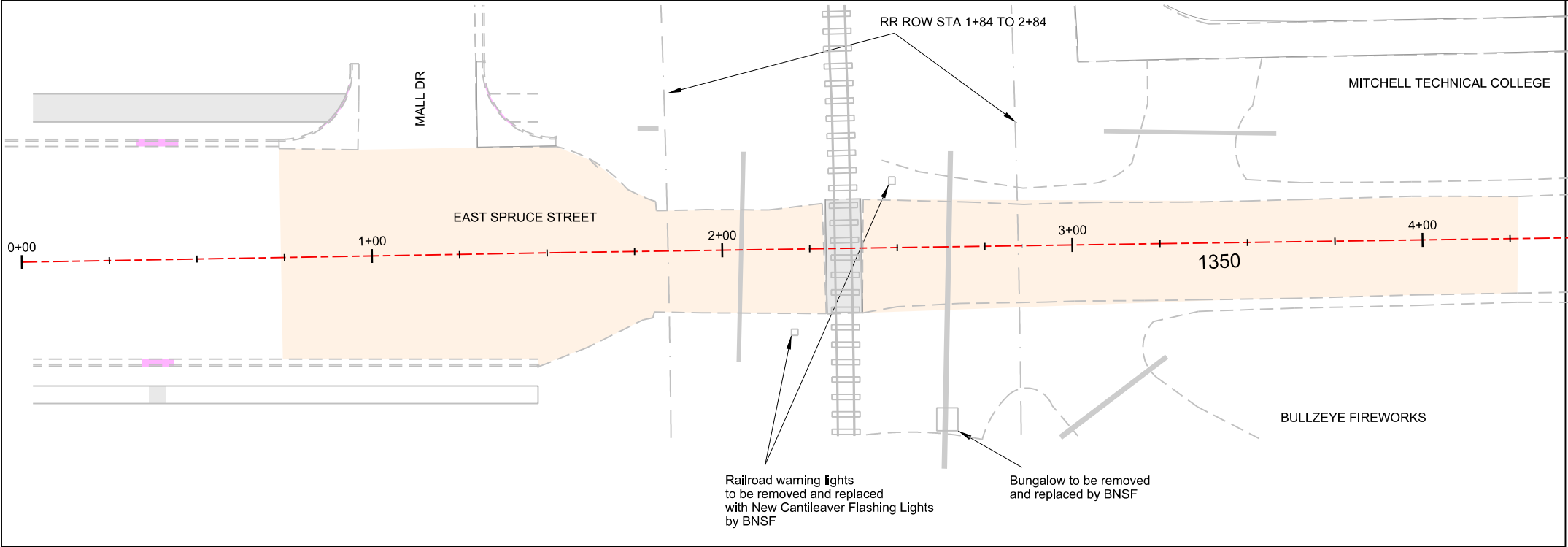
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CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
EROSION CONTROL

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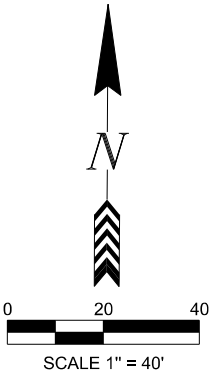
**Brosz**
ENGINEERING, INC.



NOTES

- CONTRACTOR SHALL COORDINATE SALVAGE MATERIAL LOCATION WITH OWNER AND ENGINEER.
- ENGINEER SHALL MARK ALL REMOVAL LIMITS FOR CONTRACTOR. CONTRACTOR SHALL PROVIDE 5 DAY NOTICE TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL EXERCISE CAUTION DURING REMOVALS. ANY ITEMS NOT IDENTIFIED FOR REMOVAL SHALL BE PROTECTED IN PLACE. ANY ADDITIONAL ITEMS NEEDING REMOVAL DUE TO CARELESSNESS SHALL BE REMOVED AND REPLACED AT THE SOLE EXPENSE OF THE CONTRACTOR.
- REFER TO TRAFFIC CONTROL SHEET AND STANDARD PLATES FOR LAYOUT AND REQUIREMENTS.
- CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL AS SHOWN ON EROSION CONTROL SHEETS. OWNER SHALL OBTAIN A SDDENR STORM WATER PERMIT. CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING SWPPP AND COMPLIANCE WITH ALL STORM WATER PERMIT REQUIREMENTS.
- PROTECT UNDERGROUND UTILITIES IN PLACE

- LEGEND
- REMOVE STORM PIPE
 - REMOVE CONCRETE
 - REMOVE CURB & GUTTER
 - REMOVE ASPHALT



BID ITEM	UNIT	QUANTITY
REMOVE CONCRETE CURB AND/OR GUTTER		
STA 0+33.32 - 34.42' L TO 0+45.37 - 34.21' L	FT	12.00
STA 0+33.69 - 30.24' R TO 0+42.69 - 30.40' R	FT	9.00
STA 0+85.48 - 36.72' L TO 0+94.34 - 49.21' L	FT	16.00
STA 1+33.41 - 48.65' L TO 1+41.17 - 36.75' L	FT	15.00
REMOVE PIPE END SECTION		
STA 2+06.49 - 28.04' L	EA	1.00
STA 2+04.25 - 31.96' R	EA	1.00
STA 2+65.60 - 27.31' L	EA	1.00
STA 2+62.49 - 63.24' L	EA	1.00
STA 3+09.49 - 32.34' L	EA	1.00
STA 3+58.9 - 30.95' L	EA	1.00
STA 2+95.81 - 54.81' R	EA	1.00
STA 3+26.47 - 32.23' R	EA	1.00
STA 5+23.63 - 33.13' L	EA	1.00
STA 6+07.73 - 34.98' L	EA	1.00
REMOVE STORM SEWER PIPE		
STA 2+06.49 - 28.04' L TO 2+04.25 - 31.96' R	FT	50.00
STA 2+65.60 - 27.31' L TO 2+ 62.49 - 63.24' L	FT	81.00
STA 3+09.49 - 32.34' L TO 3+58.9 - 30.95' L	FT	39.00
STA 2+95.81 - 54.81' R TO 3+26.47 32.23' R	FT	28.00
STA 5+23.63 - 33.13' L TO 6+07.73 - 34.98' L	FT	74.00
REMOVE CONCRETE SIDEWALK		
STA 0+03.95 - 43.96' L TO 0+91.75 - 42.93' L	SF	698.00
STA 0+35.54 - 38.45' R TO 0+40.54 - 38.54' R	SF	25.00
SAW EXISTING ASPHALT PAVEMENT		
STA 5+43.65 - 48.41' L TO 5+86.61 - 48.40' L	FT	44.00
STA 8+50.00 - 18.94' L TO 8+50.00 - 18.56' R	FT	38.00
SALVAGE AND STOCKPILE ASPHALT MIX AND GRANULAR BASE MATERIAL		
STA 0+74 - TO 2+29	TON	373.00
STA 2+40 - TO 8+50	TON	950.00
REMOVE AND RESET MAILBOX		
STA 6+08.14 - 13.17' L	EA	1.00
STA 6+10.13 - 13.14' L	EA	1.00
STA 6+12.15 - 13.12' L	EA	1.00
STA 6+14.13 - 13.08' L	EA	1.00
REMOVE AND RESET SIGN		
STA 2+19.78 - 23.15' R	EA	1.00
STA 2+48.68 - 19.19' L	EA	1.00
STA 5+37.73 - 37.41	EA	1.00
STA 4+92.30 - 21.97' L	EA	1.00
REMOVE 18" RCP ARCHED FLARED END SECTION		
STA 1+82.36 - 34.92' L	EA	1.00

SHEET
H.01

PROJ: 2107122

DATE: 02/24/22

DRAWN: RM

CHECKED: NG

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CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

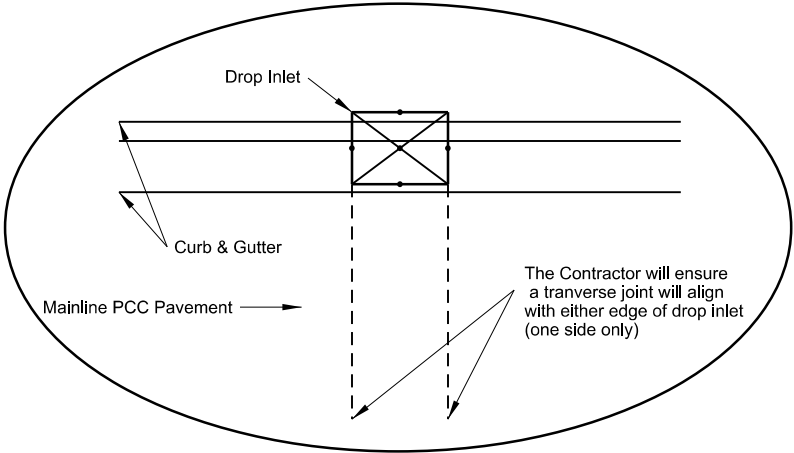
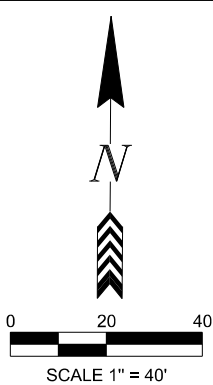
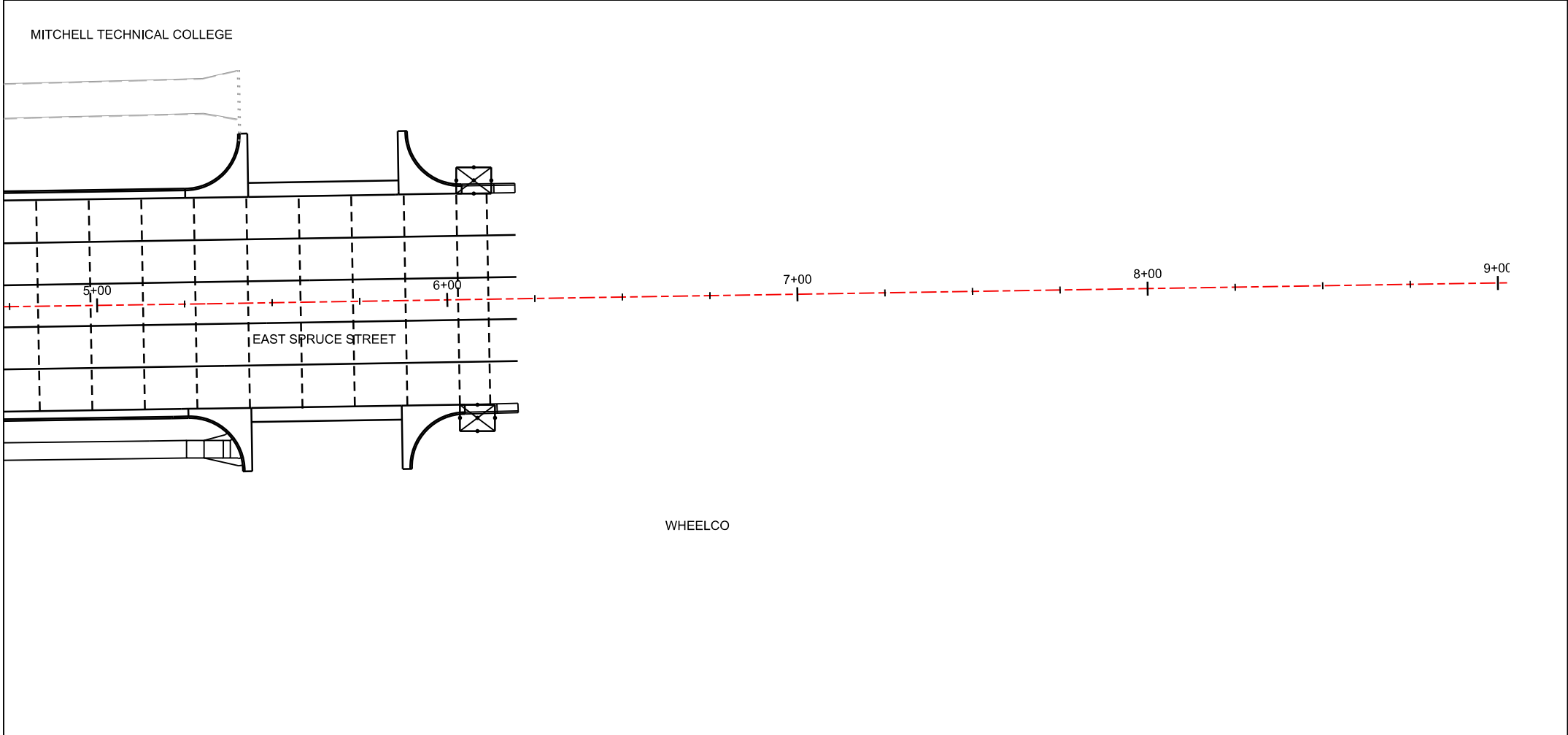
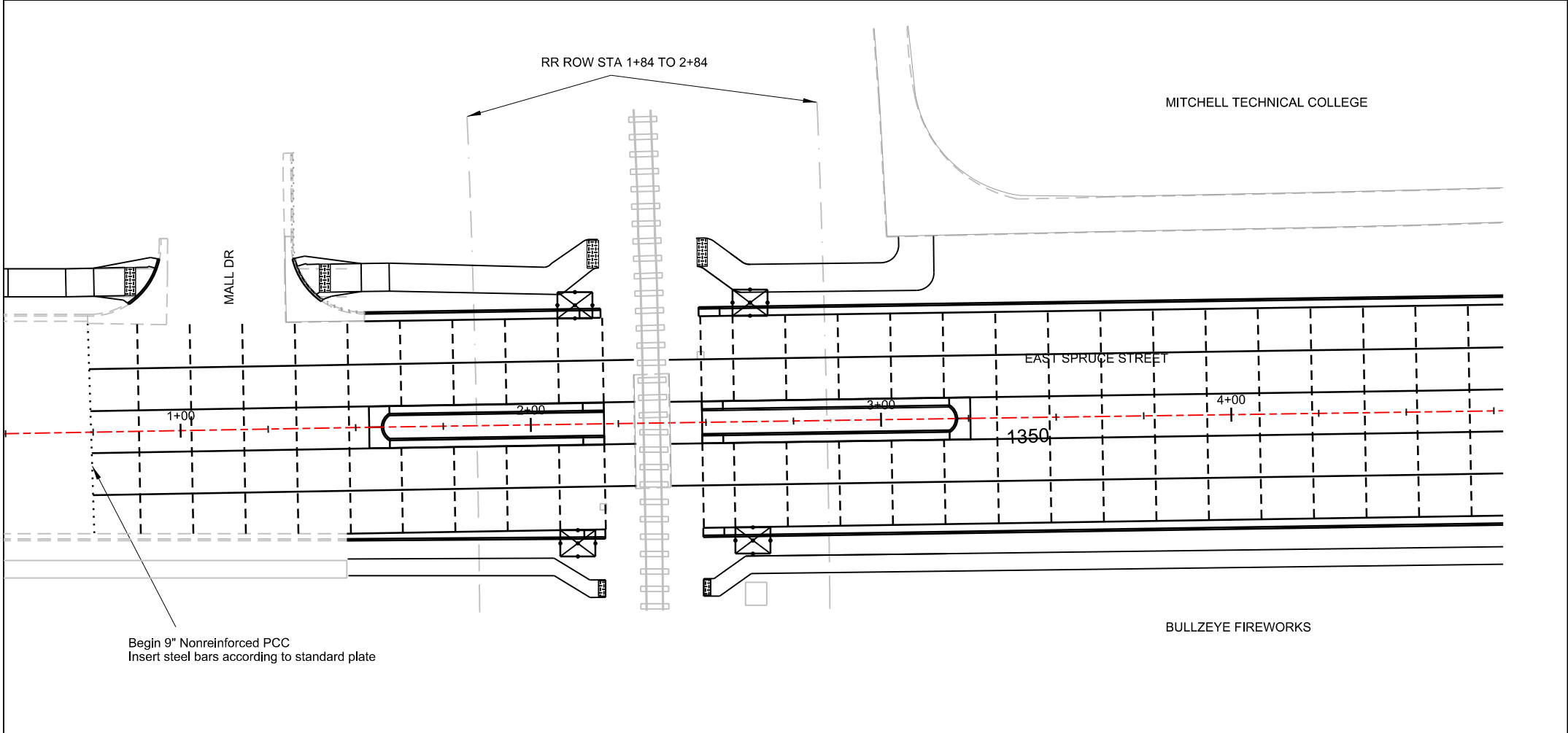
REMOVALS

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The location of joints, as shown are only approximate locations to be used as a guide in the final location of joints and to afford bidders a basis for estimating the construction costs of the joints. The final locations of the joints are to be designated by the Engineer during construction.

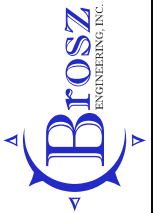
- LEGEND**
- - - - - TRANVERSE CONSTRUCTION JOINT
 - — — — — LONGITUDINAL WITHOUT TIE BARS (CONSTRUCTION OR SAWED)
 -  DROP INLET DETAIL

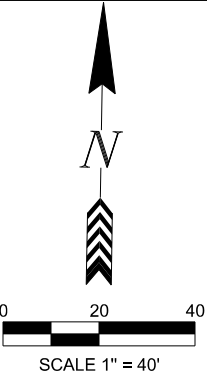
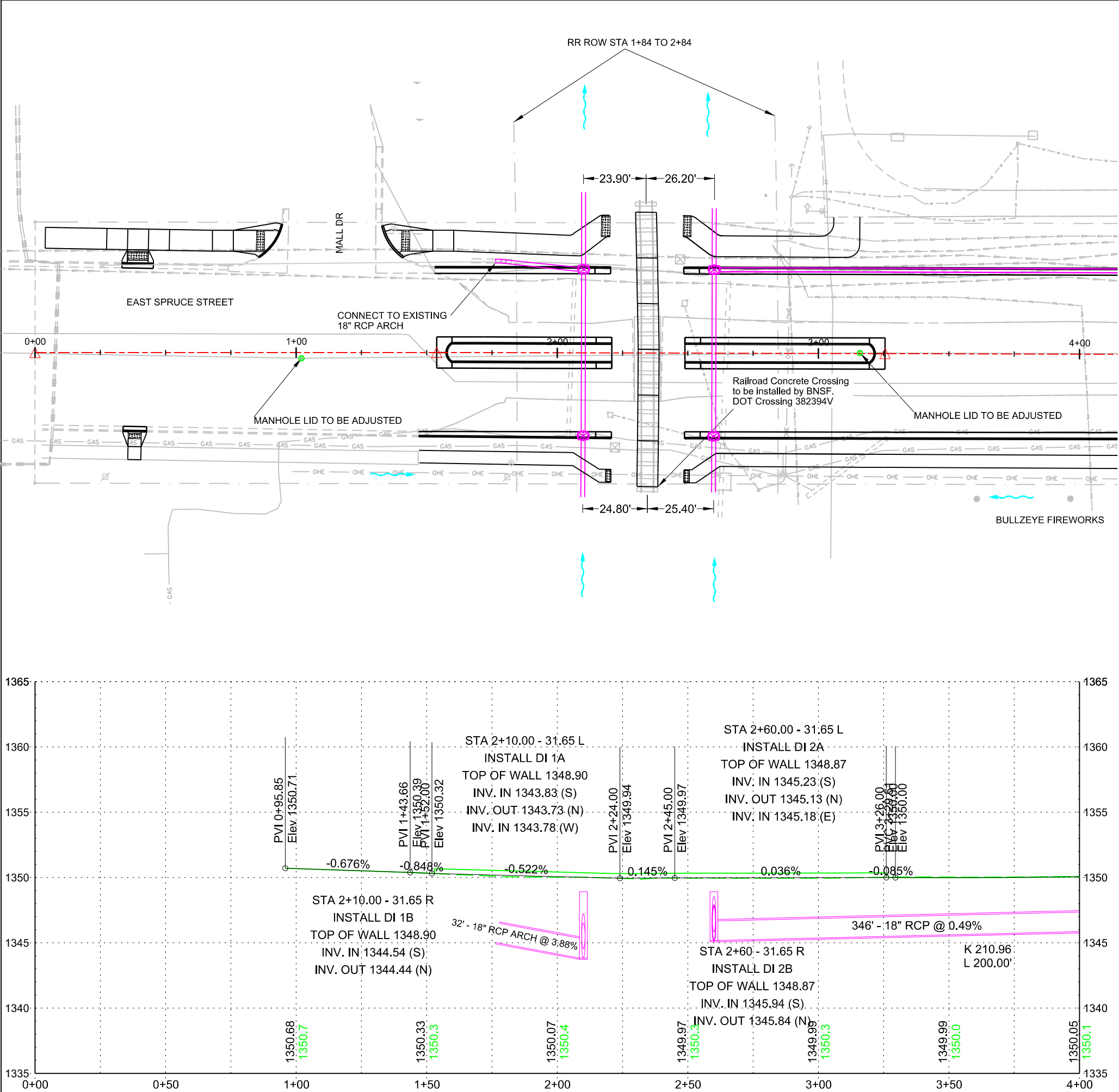
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CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
PCC PAVEMENT LAYOUT

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Mitchell, SD 57301
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BID ITEM UNIT QUANTITY

18" RCP, INSTALL	
STA 2+10.0 - 60.64' L TO 2+10.0 - 32.65' L	FT 28.00
STA 2+10.0 - 30.65' L TO 2+10.0 - 30.65' R	FT 62.00
STA 2+10.0 - 32.65' R TO 2+10.0 - 54.65' R	FT 22.00
STA 2+60.0 - 54.64' L TO 2+60.0 - 32.65' L	FT 22.00
STA 2+60.0 - 30.65' L TO 2+60.0 - 30.65' R	FT 62.00
STA 2+60.0 - 32.65' R TO 2+60.0 - 52.65' R	FT 20.00

18" RCP ARCH, INSTALL	
STA 1+76.31 - 35.82' L TO 2+10 - 31.65' L	FT 28.00

18" RCP ARCH LONG RADIUS BEND	
STA 1+76.31	EA 1.00

18" RCP FLARED END, INSTALL	
STA 2+60 - 60.72' L	EA 1.00
STA 2+60 - 58.72' R	EA 1.00
STA 2+10 - 60.72' R	EA 1.00
STA 2+10 - 66.72' L	EA 1.00

2'x3' TYPE B DROP INLET	
STA 2+10 - 31.66' L	EA 1.00
STA 2+10 - 31.65' L	EA 1.00
STA 2+60 - 31.65' R	EA 1.00
STA 2+60 - 31.65' L	EA 1.00

TYPE B FRAME AND GRATE ASSEMBLY	
STA 2+10 - 31.66' L	EA 1.00
STA 2+10 - 31.65' L	EA 1.00
STA 2+60 - 31.65' R	EA 1.00
STA 2+60 - 31.65' L	EA 1.00

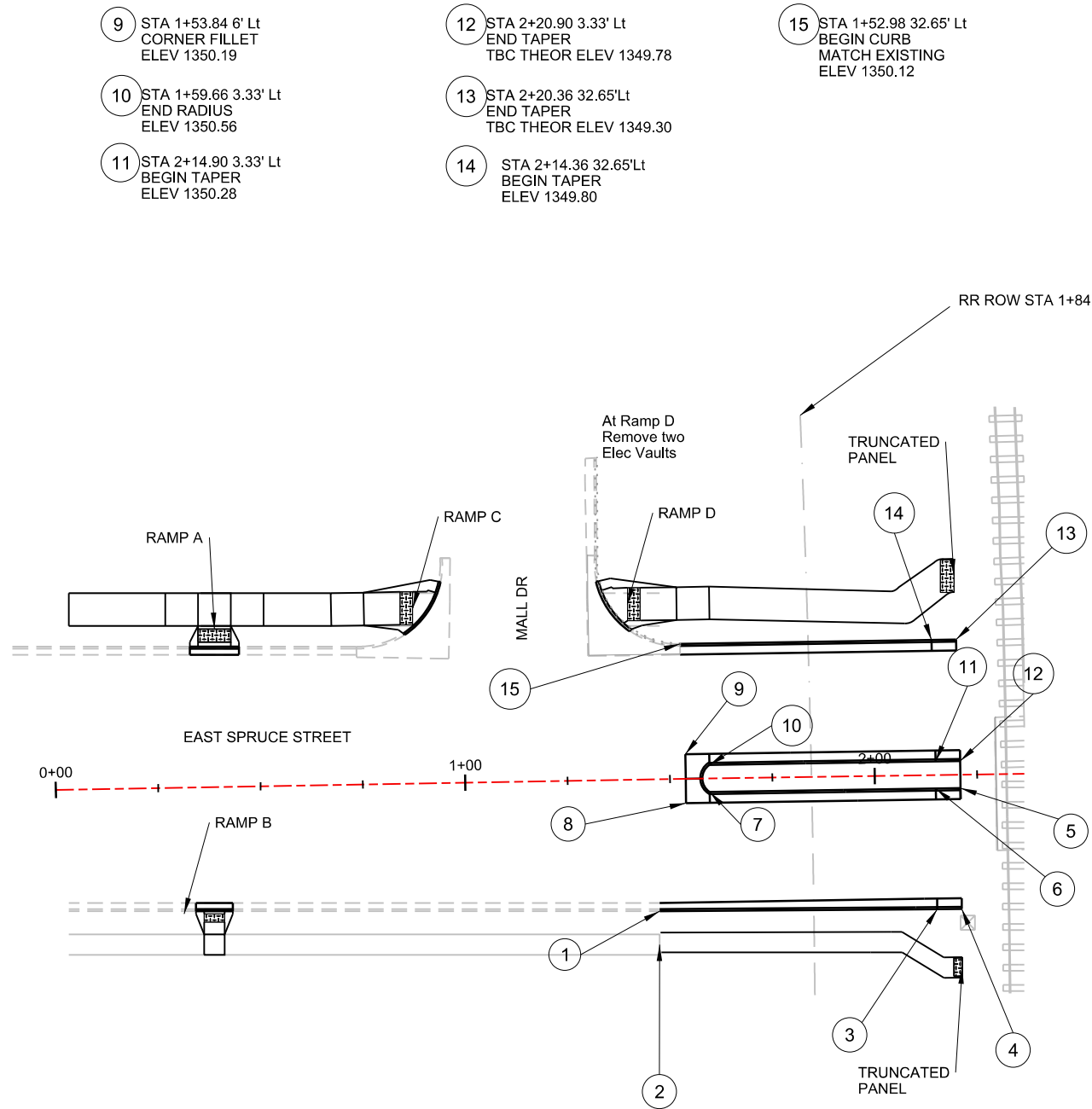
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CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
PLAN & PROFILE

704 E. Havens Avenue
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- 9

STA 1+53.84 6' Lt
CORNER FILLET
ELEV 1350.19
- 10

STA 1+59.66 3.33' Lt
END RADIUS
ELEV 1350.56
- 11

STA 2+14.90 3.33' Lt
BEGIN TAPER
ELEV 1350.28
- 12

STA 2+20.90 3.33' Lt
END TAPER
TBC THEOR ELEV 1349.78
- 13

STA 2+20.36 32.65'Lt
END TAPER
TBC THEOR ELEV 1349.30
- 14

STA 2+14.36 32.65'Lt
BEGIN TAPER
ELEV 1349.80
- 15

STA 1+52.98 32.65' Lt
BEGIN CURB
MATCH EXISTING
ELEV 1350.12

- 1

STA 1+46.87 32.26' Rt
MATCH EXISTING
ELEV 1350.17
- 2

STA 1+46.72 40.43' Rt
BEGIN SIDEWALK
MATCH EXISTING
- 3

STA 2+14.98 32.65' Rt
BEGIN TAPER
ELEV 1349.80
- 4

STA 2+2+20.86 32.65 Rt
END TAPER
TBC THEOR ELEV 1349.30
- 5

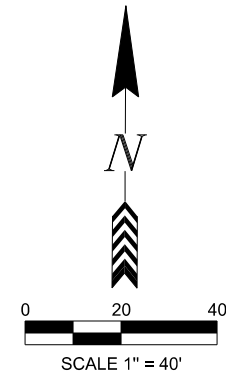
2+20.90 3.33' Rt
END TAPER
TBC THEOR ELEV 1349.78
- 6

STA 2+14.98 3.33' Rt
BEGIN TAPER
ELEV 1350.28
- 7

STA 1+59.6 3.33' Rt
BEGIN RADIUS
ELEV 1350.56
- 8

STA 1+53.84 6' Rt
CORNER FILLET
ELEV 1350.19

BID ITEM	UNIT	QUANTITY
6" PCC FILLET SECTION		
STA 1+53.84 - L	SY	3.42
STA 1+53.84 - R	SY	3.42
TYPE B66 CONCRETE CURB AND GUTTER		
STA 0+33.32 - 34.42' L TO 0+45.37 - 34.21' L	FT	12.00
STA 0+33.69 - 30.24' R TO 0+42.69 - 30.40' R	FT	9.00
STA 0+85.48 - 36.72' L TO 0+94.34 - 49.21' L	FT	16.00
STA 1+33.41 - 48.65' L TO 1+41.17 - 36.75' L	FT	15.00
STA 1+53.07 - 32.95' L TO 2+20.37 - 32.67' L	FT	67.38
STA 1+59.67 - 3.33' L TO 2+20.90 - 3.33' L	FT	61.23
STA 1+59.66 - 3.33' R TO 2+20.90 - 3.33' R	FT	61.23
STA 1+46.88 - 32.23' R TO 2+20.78 - 32.67' R	FT	73.83
4" REINFORCED CONCRETE SIDEWALK		
STA 0+03.96 - 43.96' L TO 0+91.63 - 42.75' L	SF	791.72
STA 0+35.54 - 38.45' R TO 0-40.54 - 38.54' R	SF	66.02
STA 1+33.41 - 48.65' L TO 2+19.94 - 48.72' L	SF	728.92
STA 1+46.72 - 40.43' R TO 2+20.65 - 47.05' R	SF	369.17
TYPE 1 DETECTABLE WARNINGS		
STA 0+31.95 - 35.52' L	SF	26.00
STA 0+30.86 - 30.86' R	SF	10.00
STA 0+87.94 - 42.84' L	SF	26.00
STA 1+40.33 - 42.83' L	SF	26.00
STA 2+20.02 - 48.72' L	SF	26.00
STA 2+20.65 - 47.05' R	SF	10.00



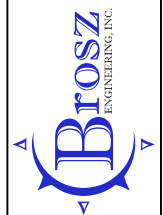
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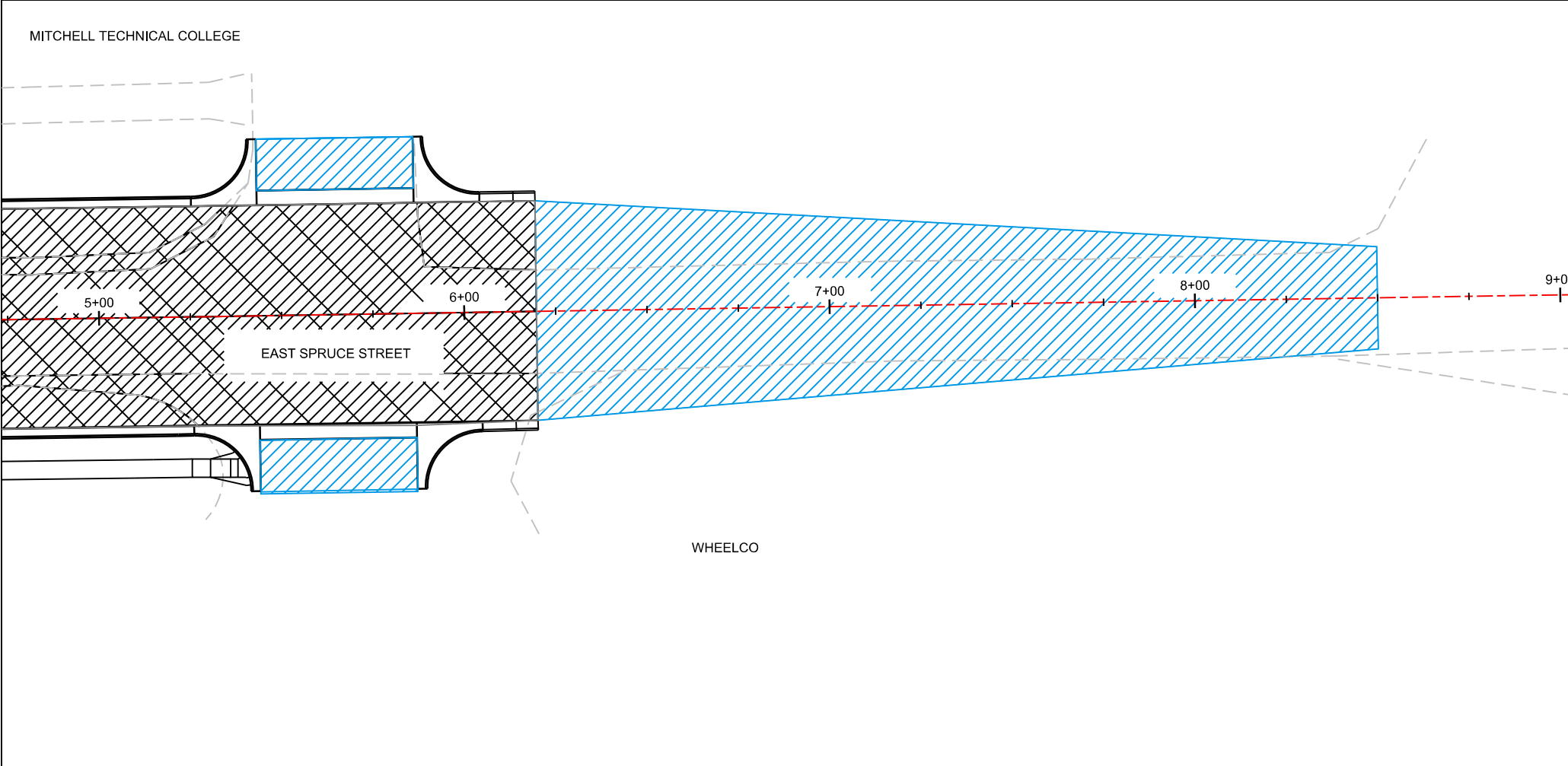
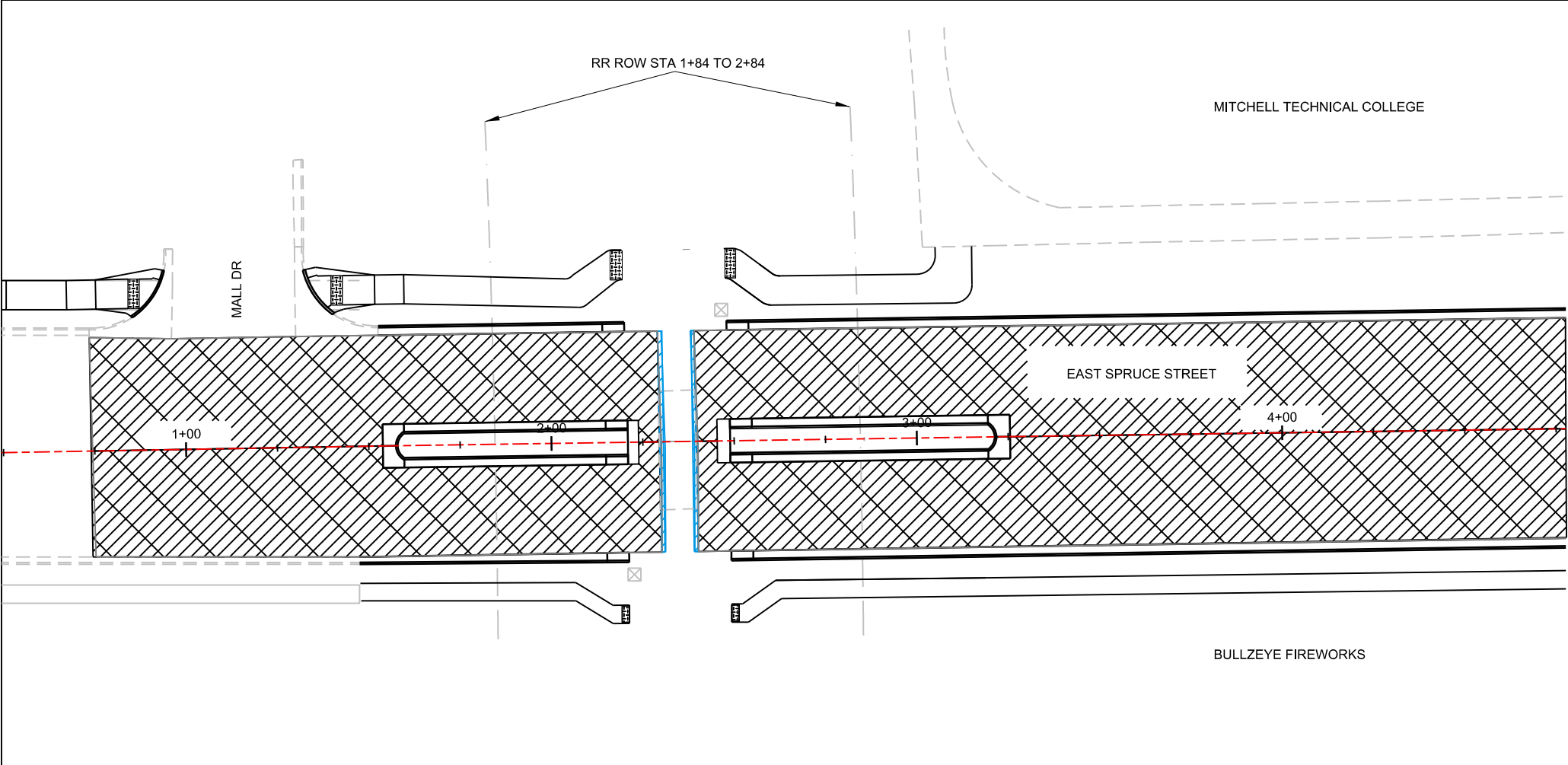
CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

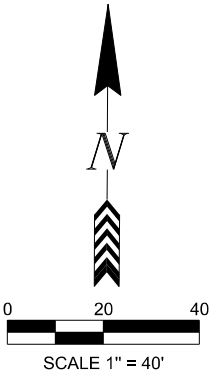
CURB & GUTTER

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- LEGEND
- 9" PCC PAVEMENT
 - 4" CLASS E ASPHALT



BID ITEM	UNIT	QUANTITY
BASE COURSE		
STA 0+74 TO 8+50	TON	977.20
BASE COURSE, SALVAGED		
STA 0+74 TO 8+50	TON	1350.00
ASPHALT CONCRETE COMPOSITE		
STA 2+29.92 - 30.00' L TO 2+30.32 - 30.00' R	TON	1.48
STA 2+38.92 - 30.00' L TO 2+39.32 - 30.00' R	TON	1.48
STA 5+65.13 - 34.31' L TO 5+65.13 - 48.41' L	TON	14.96
STA 5+65.13 - 33.94' R TO 5+65.08 - 48.19' R	TON	14.96
STA 6+20 - CL TO 8+50 - CL	TON	271.78
9" NONREINFORCED PCC PAVEMENT		
STA 0+74.40 - CL TO 2+30.00 - CL	SY	950.97
STA 2+40.00 - CL TO 6+20 - CL	SY	2444.53

SHEET
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PROJ: 2107122

DATE: 02/24/22

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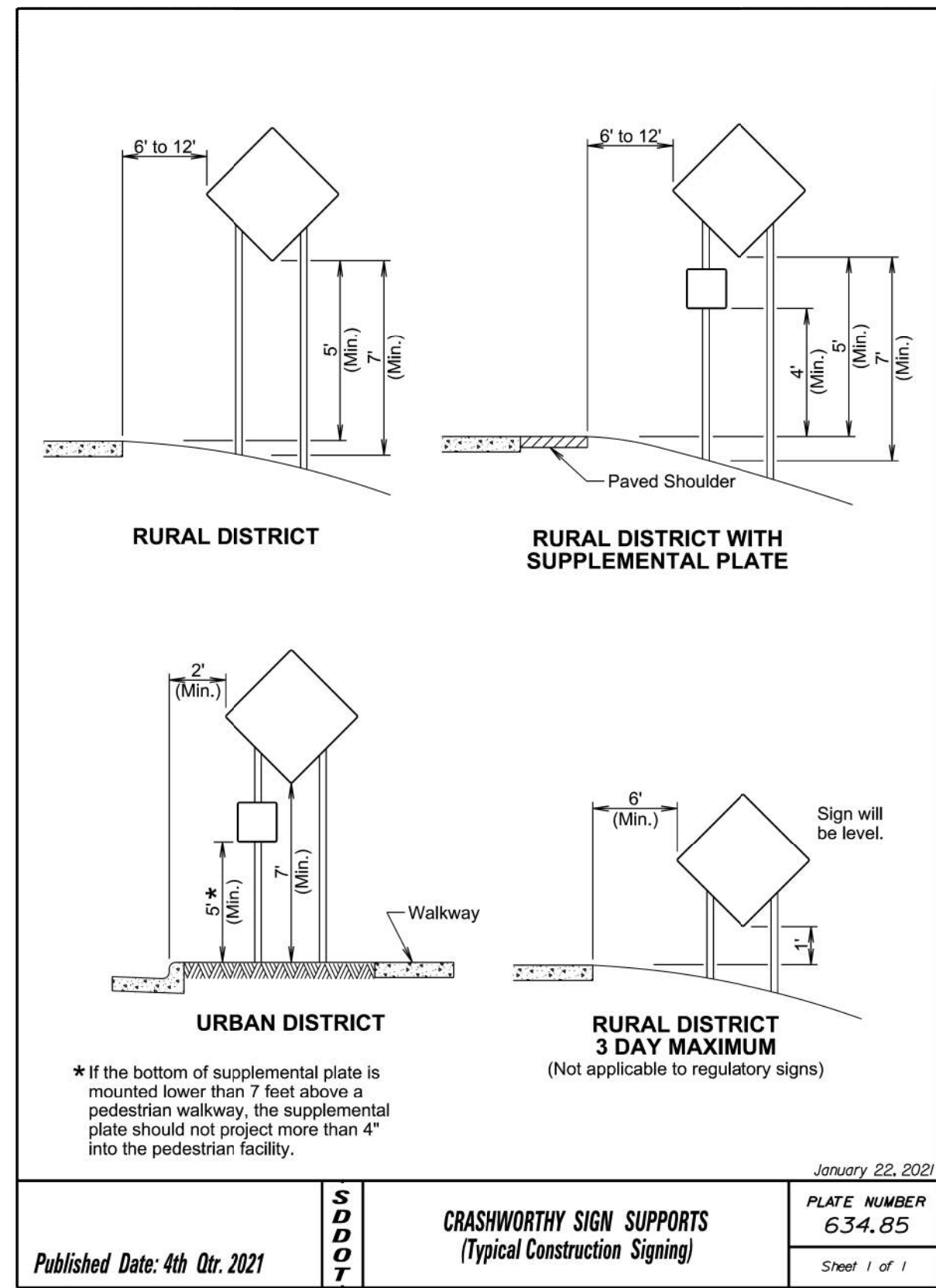
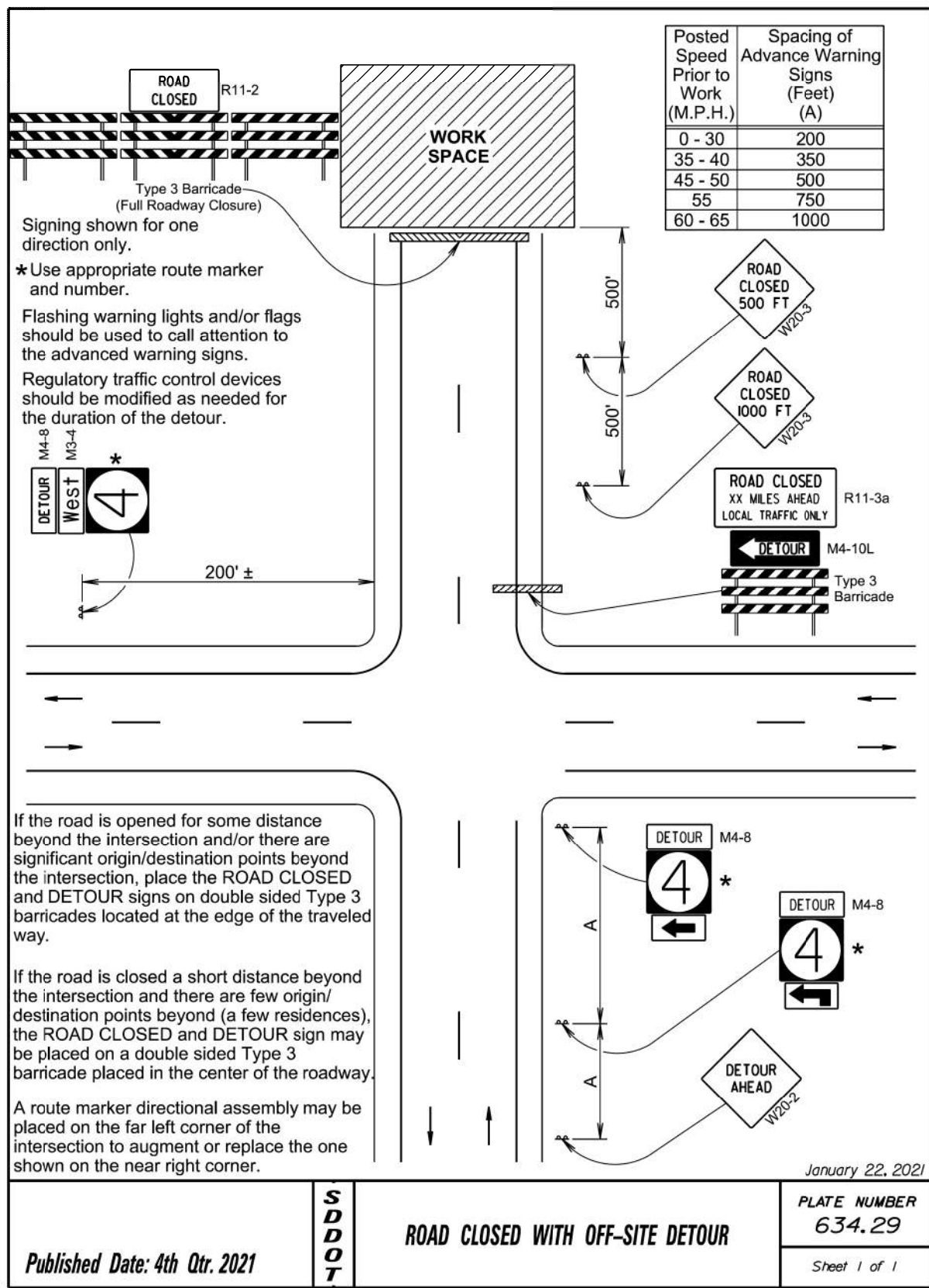
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CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
REMOVALS

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Mitchell, SD 57301
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CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

STANDARD PLATES

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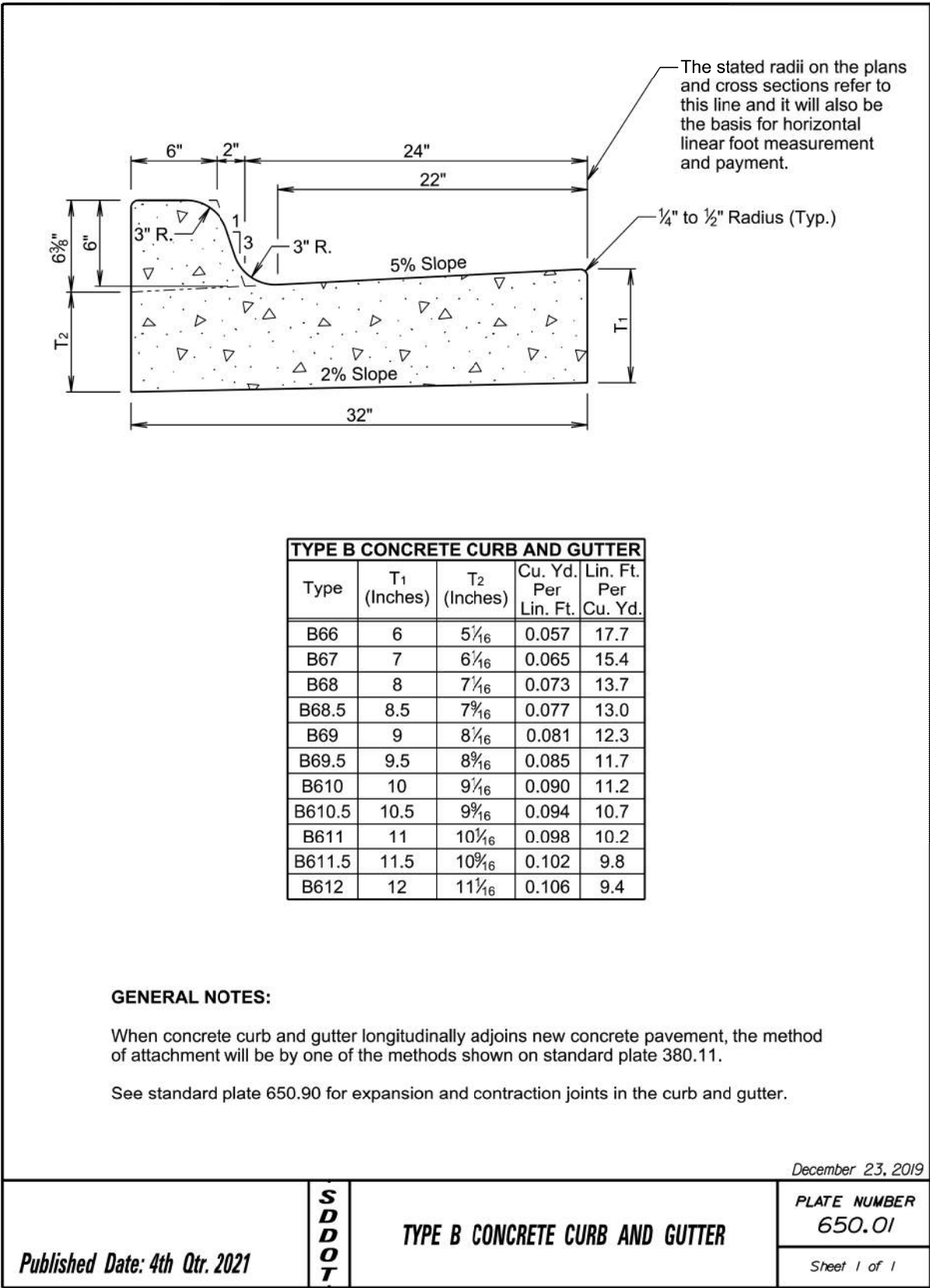
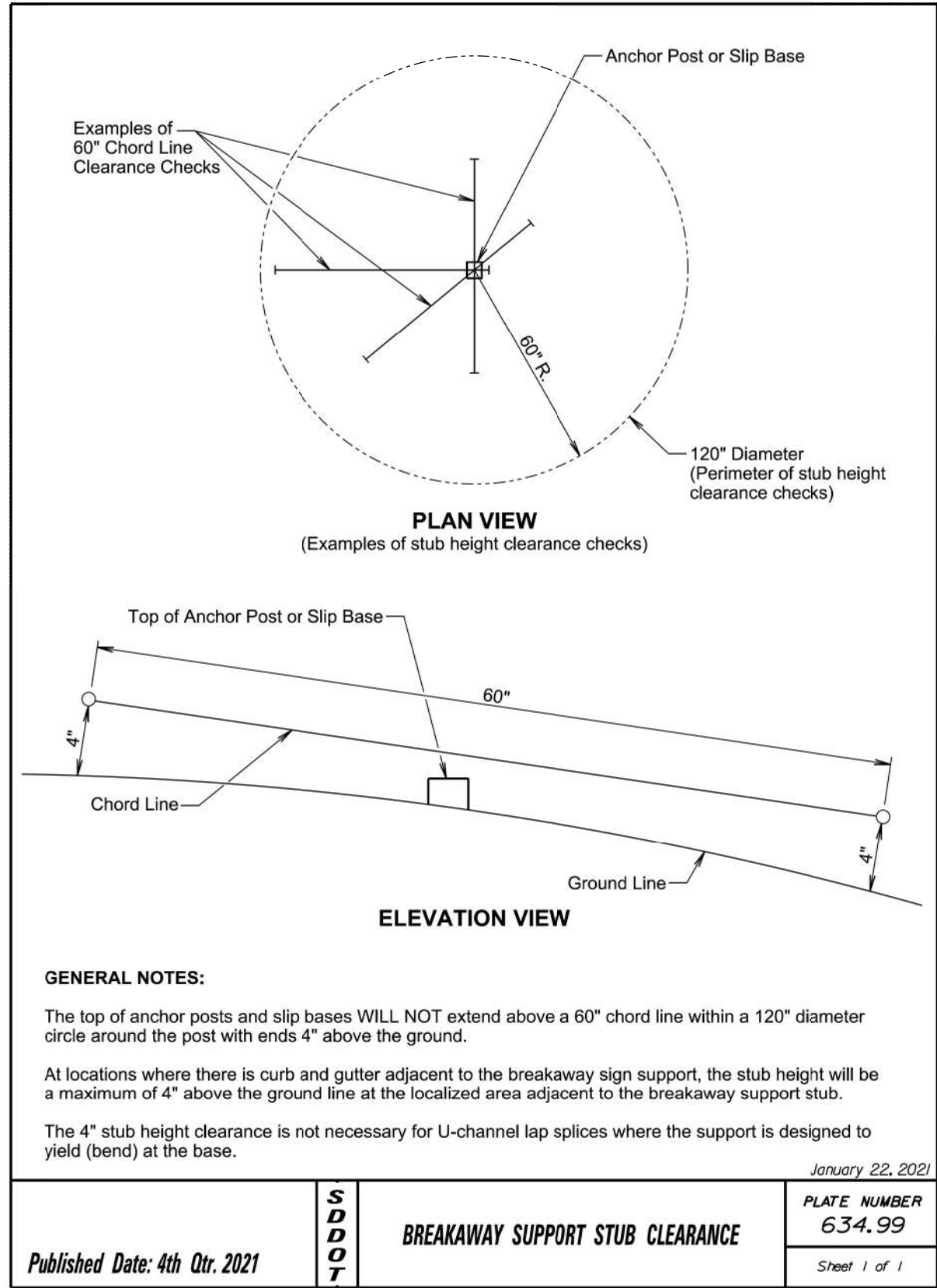
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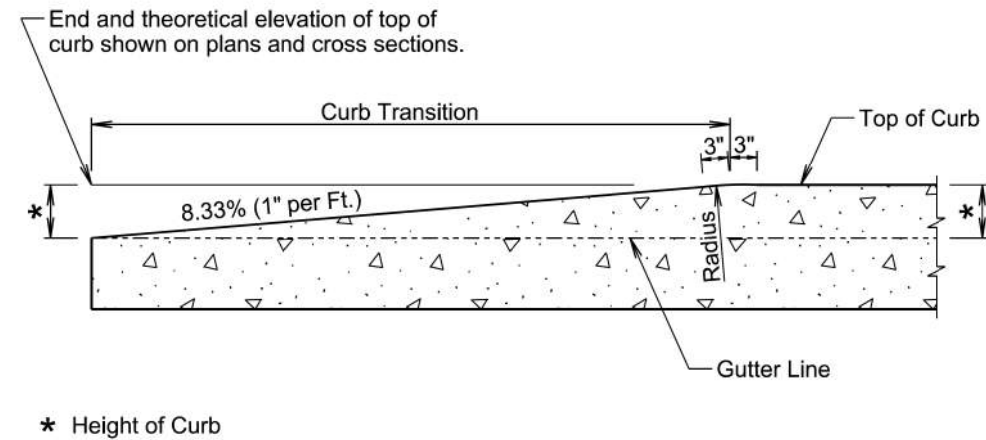
CITY OF MITCHELL

EAST SPRUCE STREET RECONSTRUCTION

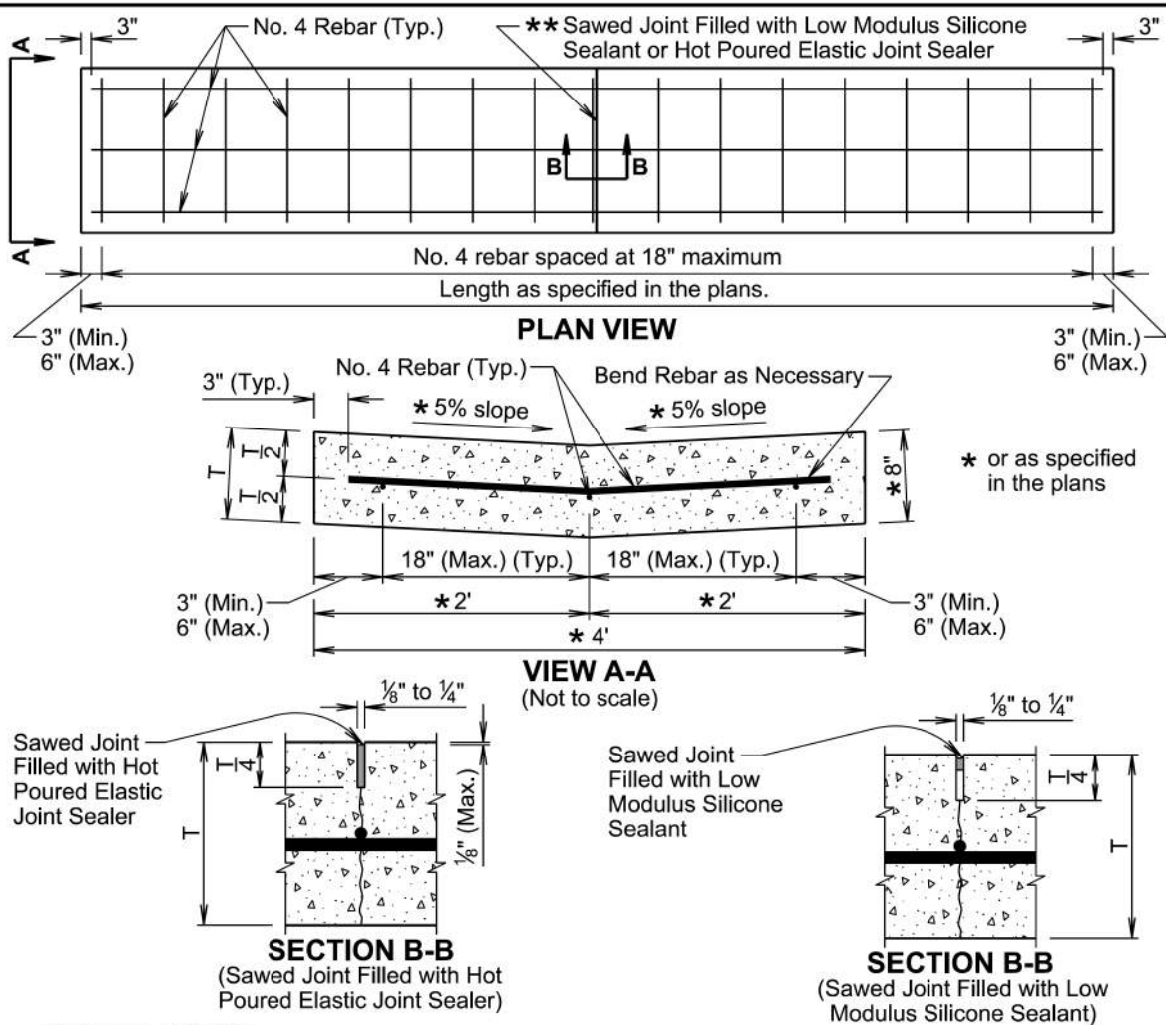
STANDARD PLATES

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LONGITUDINAL SECTION
(Concrete Curb Taper)



GENERAL NOTES:

- The concrete will comply with the specifications for class M6 concrete.
- The reinforcing steel will comply with the requirements of specification sections 480 and 1010.
- If a lap splice is provided the No. 4 rebar will be lapped a minimum of 12 inches.
- ** The sawed joints will be spaced at 12 feet; however, when the length of the valley gutter is 12 feet to 24 feet there will be a joint at the midpoint of the length. The saw cut to control cracking will be a minimum of 1/4 the thickness of the pavement.
- All hot poured elastic joint sealer material spilled on the surface of the concrete pavement will be removed as soon as the material has cooled. The extent of removal of material will be to the satisfaction of the Engineer. All costs for removal of the spilled joint sealer material will be borne by the Contractor.
- The silicone sealant will be bonded to the sides of a clean joint to completely seal the joint as approved by the Engineer.
- All costs for furnishing and installing the valley gutter including materials, equipment, labor, and incidentals will be included in the contract unit price per square yard for the corresponding Valley Gutter contract item.

December 23, 2019

PLATE NUMBER	650.35
Sheet 1 of 1	

December 23, 2019

PLATE NUMBER	650.40
Sheet 1 of 1	

December 23, 2019

SHEET	P.17
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CITY OF MITCHELL
EAST SPRUCE STREET RECONSTRUCTION
STANDARD PLATES

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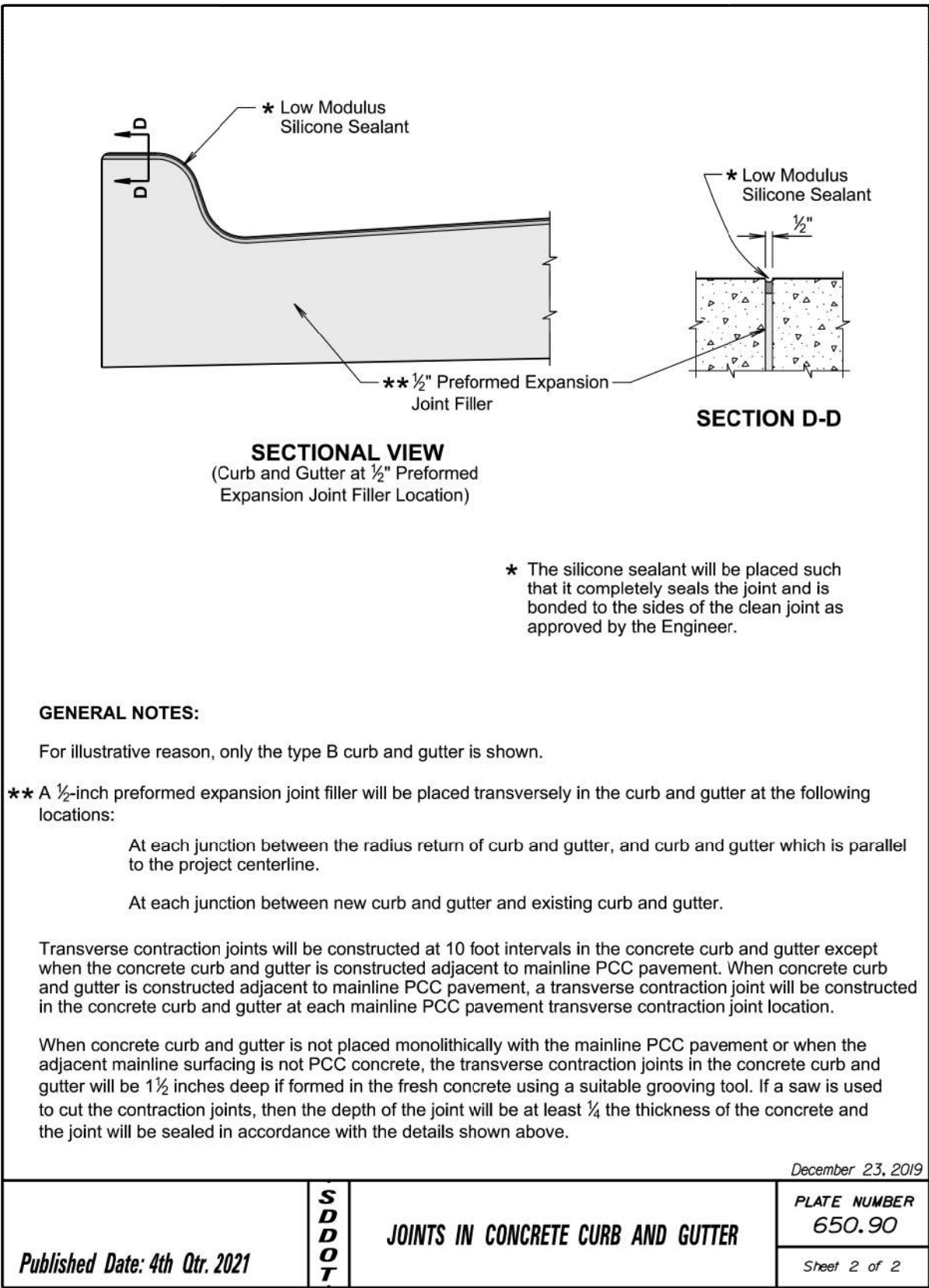
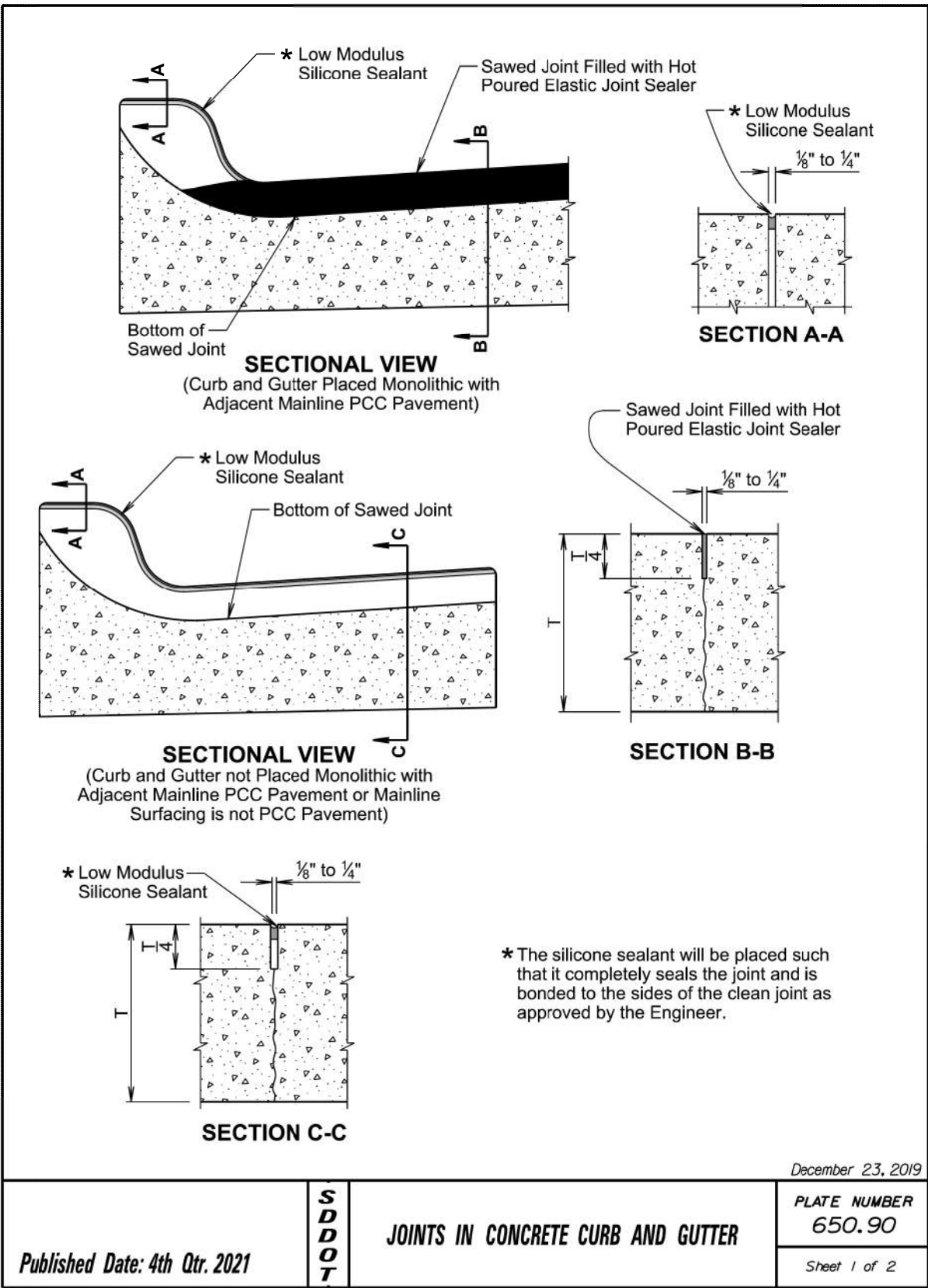
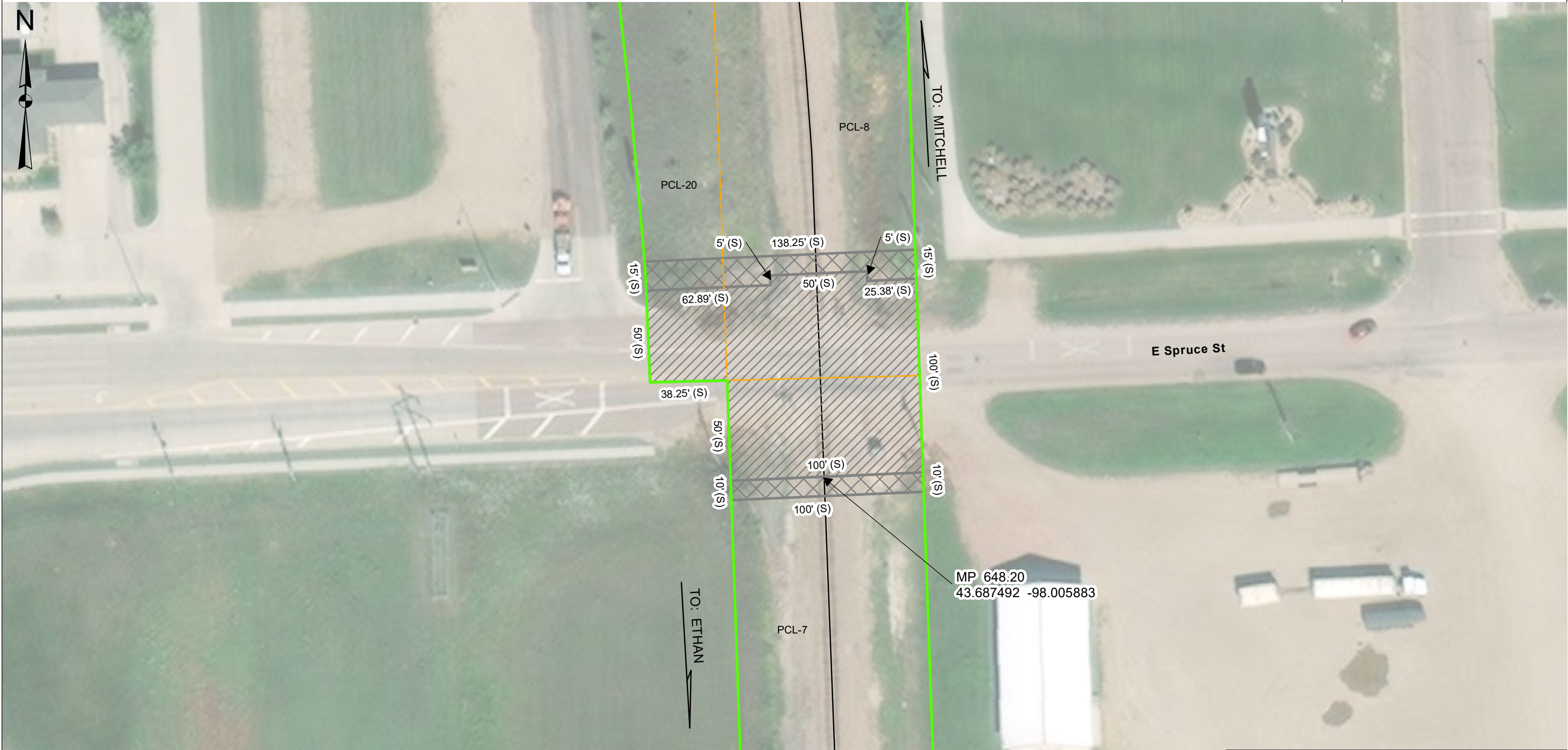


Exhibit A-1

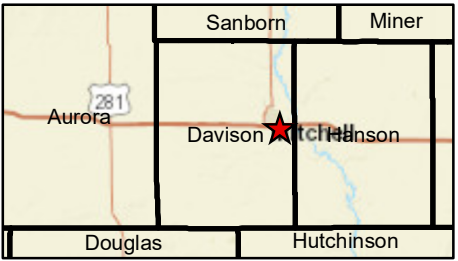
JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = -
R/W = r61365



TO: CITY OF MITCHELL
AT: MITCHELL
DAVISON COUNTY,
SD

LEGEND:

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT
-  RIGHT OF WAY LINE
-  PARCEL LINES
-  TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

TWIN CITIES DIVISION
ABERDEEN SUBDIVISION - L.S. 2001-2
VAL.SEC. 87225
CM&STP RY SD-22A, MAP 12
SEC. 26, 35, T103N, R60W 5PM
DATE: 10/10/2023
MP 648.20

EXHIBIT "B"

EASEMENT AGREEMENT FOR SIDEWALK CONSTRUCTION AND SPRUCE STREET EASEMENT (C&M Agreement)

THIS EASEMENT AGREEMENT FOR SPRUCE STREET SIDEWALK CONSTRUCTION AND MAINTENANCE ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2023 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and CITY OF MITCHELL, a political subdivision of the State of South Dakota ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Mitchell, County of Davison, State of South Dakota, at Railroad Line Segment 2001 Mile Post 648.20, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;

- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of the Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is Twelve Months after the Effective Date.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their

service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this

Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with

a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 90 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: Director Real Estate and Right of Way Management

GRANTEE:

CITY OF MITCHELL,
a Political subdivision of the State of South Dakota_

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises



EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2023, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF MITCHELL**, a political subdivision of the State of South Dakota ("**Grantee**"), whose address for purposes of this instrument is 612 North Main Street Mitchell, SD 57301, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Davison County, South Dakota as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2023 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Dean Ferris
Title: Director of Real Estate and Right of Way
Management

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____ (name) as _____ (title) of
BNSF RAILWAY COMPANY, a Delaware corporation.

Notary Public

My appointment expires:_____

(Seal)



GRANTEE:

CITY OF MITCHELL,

A political subdivision of the State of South
Dakota _____

By: _____
Name: _____
Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202____,
by _____ (name) as _____ (title) of _____
_____, a _____.

Notary Public

My appointment expires: _____

(Seal)

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the Spruce St. widening and sidewalks.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Contractor's Info:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the City of Mitchell at 605-995-8433 and Railway's Manager Public Projects, email Jalexander.fiorini@bnsf.com, at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20221255.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove

any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFcontractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer Sam Minton at Samuel.Minton@bnsf.com and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750

- volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Mitchell and must not be undertaken until approved in writing by the Railway, and until the City of Mitchell has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the City of Mitchell for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource

Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFcontractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at <http://www.e-railsafe.com>, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure

compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster Ben Leach (Benjamin.leach@bnsf.com)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by the City of Mitchell. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 3 freight trains per 24-hour period at a timetable speed 20 MPH and 0 passenger trains at a timetable speed of n/a MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFcontractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and

d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of

revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Ben Leach (Benjamin.leach@bnsf.com)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's



invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C) ☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)

☐ Contractor/safety sensitive (F) ☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H) ☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

I. Accident City/St:	_____	2. Date:	_____	Time:	_____
County:	_____	3. Temperature:	_____	4. Weather:	_____
(if non BNSF location)					
Mile Post / Line Segment:	_____				
5. Driver's License No (and state) or other ID:	SSN (required): _____				
6. Name (last, first, mi):	_____				
7. Address:	_____	City:	_____	St:	_____
				Zip:	_____
8. Date of Birth:	_____	and/or Age:	_____	Gender:	_____
		(if available)			
Phone Number:	_____	Employer:	_____		
9. Injury:	_____	10. Body Part:	_____		
	(i.e., Laceration, etc.)		(i.e., Hand, etc.)		
11. Description of Accident (To include location, action, result, etc.):					

12. Treatment:					
☐	First Aid Only	_____			
☐	Required Medical Treatment	_____			
☐	Other Medical Treatment	_____			

13. Dr. Name:	_____	Date:	_____		
14. Dr. Address:	_____				
Street:	_____	City:	_____	St:	_____
				Zip:	_____
15. Hospital Name:	_____				
16. Hospital Address:	_____				
Street:	_____	City:	_____	St:	_____
				Zip:	_____
17. Diagnosis:	_____				

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS
AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: Spruce St. Reconstruction

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20____, with the City of Mitchell for the performance of certain work in connection with the following project: construction of new sidewalks and roadway reconstruction at Spruce St. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the City of Mitchell (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY**

CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration,

cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related

to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT “C” CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit “C” attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative roadmaster Ben Leach (Benjamin.leach@bnsf.com) 4 weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor Legal Name

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____
Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

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:	November 6, 2023	Requested By:	Stephanie Ellwein
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2023-09, 2024 Annual Apropriation Ordinance		
Explanation/Background of Agenda Item Requested:	Included in the packet is a narrative overview of the Proposed 2024 Annual Budget.		

**Ordinance #O2023-09
2024 Appropriation Ordinance**

	101 General Fund	201 Park Fund	202 Corn Palace Fund	203 Lake Fund	211 Entertainment Tax	213 BID #3	214 E-911	218 Community Services	219 Nutrition	226 Library Fines	230 Airport Fund	304 TID #8	305 TID #9	308 TID #14	310 TID #16	313 TID #19	314 TID #20	315 TID #21	318 TID #24	319 TID #26	320 TID #27	350 Indoor Pool
Part 1 (SDCL 9-21-2)																						
Be it ordained by the City of Mitchell that the following sums are appropriated to meet the obligations of the municipality.																						
Governmental Funds																						
410 General Government																						
411 Legislative	140,611																					
411.5 Contingency	804,628																					
412 Executive	443,997																					
413 Elections	9,000																					
414 Financial Administration	1,388,843																					
419 Other	600,848																					
Total General Government	3,387,927																					
420 Public Safety																						
421 Police	4,772,712																					
421.5 E-911							1,158,510															
422 Fire	1,848,651																					
Total Public Safety	6,621,363						1,158,510															
430 Public Works																						
431 Highways and Streets	6,897,349																					
435 Airport											259,734											
437 Cemeteries	335,714																					
Total Public Works	7,233,063										259,734											
440 Health & Welfare																						
441 Health	134,291																					
446 Ambulance																						
Total Health & Welfare	134,291																					
450 Culture & Recreation																						
450 Allocations	40,000																					
451 Recreation		3,060,915						1,584,111	373,832													
452 Parks		1,835,940		6,008,400																		
455 Libraries	850,069										30,000											
456 Auditorium			1,658,216																			
Total Culture and Recreation	890,069	4,896,855	1,658,216	6,008,400				1,584,111	373,832	30,000												
460 Conservation and Development																						
463 Urban Redevelopment and Assistance					530,000	60,000																
465 Economic Opportunity	307,000																					
Total Conservation and Development	307,000				530,000	60,000																
470 Debt Service	850,000			291,388																		
471 Principal												225,000	98,000	47,000	70,000	26,000	14,000	23,000	55,000	10,000	5,000	235,000
472 Interest												15,000	7,000	13,000		7,000	7,000	2,000				35,000
Total Debt Service	850,000			291,388								240,000	105,000	60,000	70,000	33,000	21,000	25,000	55,000	10,000	5,000	270,000
510 Other Financing Uses																						
511 Operating Transfers Out	5,818,582				420,000																	
Total 2023 Appropriations	25,242,295	4,896,855	1,658,216	6,299,788	950,000	60,000	1,158,510	1,584,111	373,832	30,000	259,734	240,000	105,000	60,000	70,000	33,000	21,000	25,000	55,000	10,000	5,000	270,000

**Ordinance #O2023-09
2024 Appropriation Ordinance**

	101 General Fund	201 Park Fund	202 Corn Palace Fund	203 Lake Fund	211 Entertainment Tax	213 BID #3	214 E-911	218 Community Services	219 Nutrition	226 Library Fines	230 Airport Fund	304 TID #8	305 TID #9	308 TID #14	310 TID #16	313 TID #19	314 TID #20	315 TID #21	318 TID #24	319 TID #26	320 TID #27	350 Indoor Pool
Part II (9-22-1) (9-21-19) (9-21-20)																						
The following designates the fund or funds that money derived from the following sources is applied to.																						
Governmental Funds																						
Unassigned Fund Balance	2,165,807	521,893	50,000	3,548,480	20,805		156,310	170,408	46,975		73,397											53,500
310 Taxes	19,889,849				929,195							240,000	105,000	60,000	70,000	33,000	21,000	25,000	55,000	10,000	5,000	
320 Licenses and Permits	230,500																					
330 Intergovernmental Revenue	1,655,193	12,000		1,000,000			265,900	922,518	212,247													
340 Charges for Goods and Services	292,130	1,092,930	1,066,600	255,571			436,300	325,325	100,110		165,215											
350 Fines and Forfeits	33,000									30,000												
360 Miscellaneous Revenue	975,816	340,032	4,300			60,000		106,860	14,500													216,500
390 Other Sources		2,930,000	537,316	1,495,737			300,000	59,000			21,122											
Total Means of Finance	25,242,295	4,896,855	1,658,216	6,299,788	950,000	60,000	1,158,510	1,584,111	373,832	30,000	259,734	240,000	105,000	60,000	70,000	33,000	21,000	25,000	55,000	10,000	5,000	270,000

Ordinance #O2023-09
2024 Appropriation Ordinance

	602 Water Fund	604 Sewer Fund	612 Sanitation Fund	614 Golf Course Fund	619 Campground Fund	621 EMS Fund
Proprietary and Fiduciary Funds						
Beginning Unrestricted Cash	2,395,384	2,600,156	2,608,026	382,145	0	83,935
Estimated Revenue	6,372,918	5,034,378	2,567,600	503,400	112,500	1,598,812
TOTAL AVAILABLE	8,768,302	7,634,534	5,175,626	885,545	112,500	1,682,747
Less Appropriations (Expenses)	2,951,067	3,440,703	2,630,324	644,241	100,006	1,598,812
ESTIMATED SURPLUS	5,817,235	4,193,831	2,545,302	241,304	12,494	83,935
Less Estimated Surplus Retained	5,817,235	4,193,831	2,545,302	241,304	12,494	83,935
ESTIMATED SURPLUS TO BE TRANSFERRED TO GOVERNMENTAL FUNDS	0	0	0	0	0	0

Part IV

The Finance Officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.

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

Attest:

Mayor

Finance Officer

First Reading: November 6, 2023
Second Reading: November 20, 2023
Adoption: November 20, 2023



2024 Proposed Annual Budget Overview

Annual Budget Work Session Schedule:

August 28 at 6:00 PM- proposed budget overview
September 11 at 6:00 PM- Subsidy Application Review
October 16 at 5:30 PM (prior to council meeting)

**Other dates may be scheduled as needed*

The Annual Budget Hearings are scheduled for:

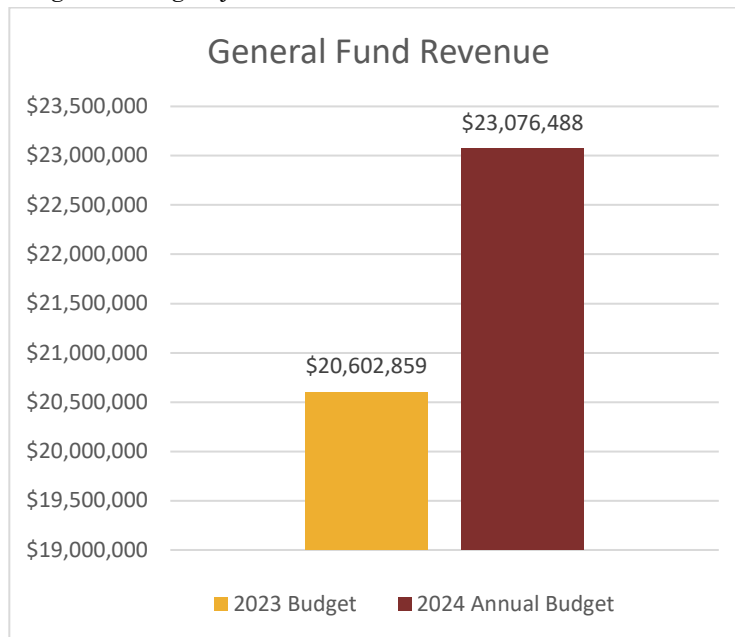
November 6th: First Reading
November 20: 2nd Reading & Adoption

Revenue

General Fund

General Fund Revenue serves as the main revenue for basic city operations. The major revenue sources for the 2024 General Fund include **Property Tax (28% of overall revenue for 2024, 33% of the total tax revenue for 2024)** and **Sales Tax (57% of the overall revenue in 2024, and 67% of the total tax revenue for 2024)**. Overall revenue projections **have increased** for the 2024 General Fund Budget in the amount of **\$2,473,629** as compared to 2023. The increase is a result in increased sales tax receipts, increased interest paid to city accounts, and increased property tax collections.

The budget is proposing conservative revenue projections. However, if sales tax numbers increase above projections in 2024, the City Council could always consider a mid-year supplemental appropriation budget hearing that would allocate some of those increases received for projects not included in the 2024 budget. Likewise, if sales tax numbers fall below the 2024 proposed budget, then contingency funds will be needed to balance the budget. The 2024 proposed budget includes a 14.8% increase from the 2023 sales tax budget but slightly less than actual collections in 2022.



Of Note:

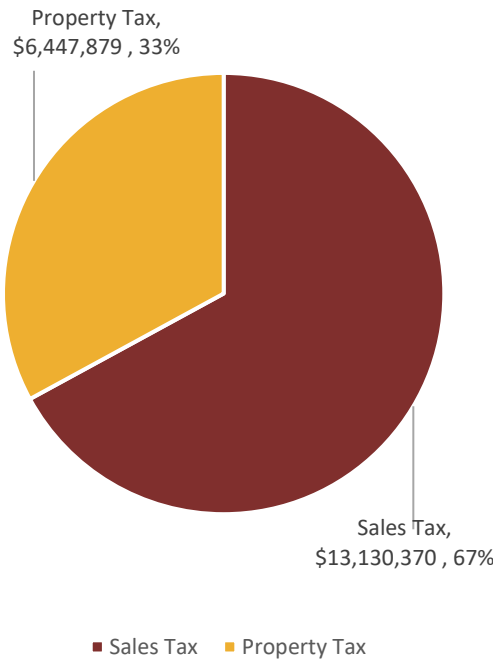
- The CPI for property tax increases was 3.0% which resulted in a property tax increase of \$185,657.
- The growth in assessed value for property tax for 2024 was 1.19% which resulted in a property tax increase in the amount of \$73,644.
- The budget also projects a 14.8% increase from the 2023 sales tax budget, an increase of \$1,330,370 from the 2023 budget. This budget amount is slightly below the 2022 collection levels; and we continue to see increased sales tax collection in 2023 as compared to 2022. We held off on increasing revenue projections in the 2023 budget wanting to be sure that sales tax numbers would stay up which is contrary to previous trends. In addition, there is an initiated measure to remove the sales tax on groceries that would result in a loss of \$938,750 annually to the City of Mitchell. Additionally, interest income was increased, so if interest rates drop; this will cover potential revenue shortfalls in interest income.

Cash Applied from General Fund Designated Reserves:

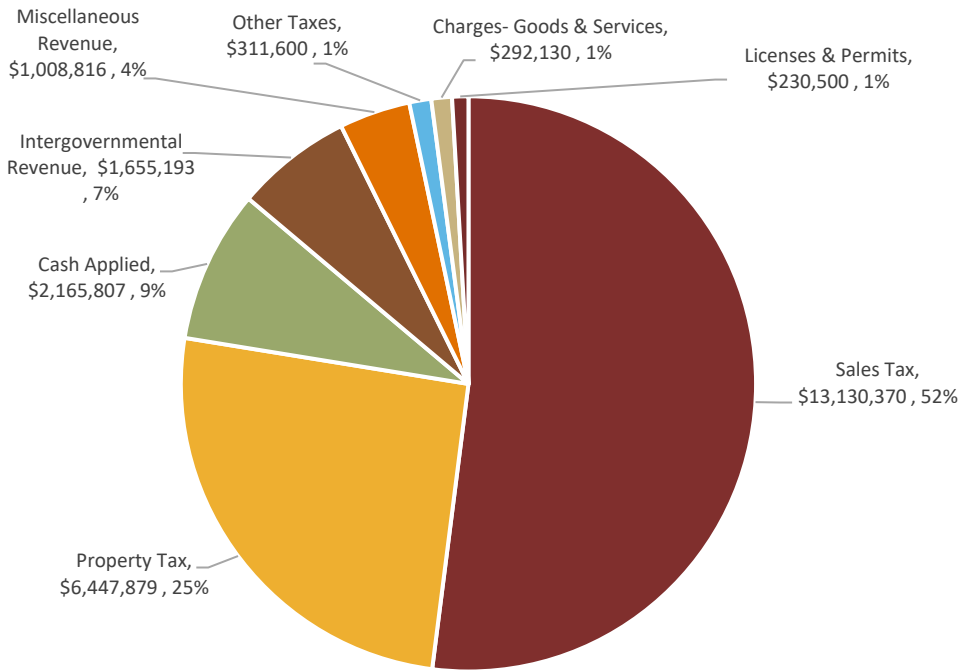
- \$214,287 of Surface Transportation Program (STP) fund reserves, (in addition to the \$550,000 out of 2024 Surface Transportation Program (STP) Funds listed in the budget) to be used towards 2024 Road Repair & Construction projects. (Total Eligible Projects are: \$1,585,075 for overlay; \$387,000 for chip seal; \$280,000 for gravel base; \$38,500 for rubber crack sealer; and \$80,000 for asphalt.)
- \$500,000 from the designated projects reserves for the matching funds required for the Economic Development Administration (EDA) grant for the construction of the jetty and boat docks at Lake Mitchell.
- \$1,429,837 towards the Lake Mitchell drawdown construction.
- \$455,783 towards Surface Transportation Program (STP) eligible projects from designated for assessments.

General Fund Revenue

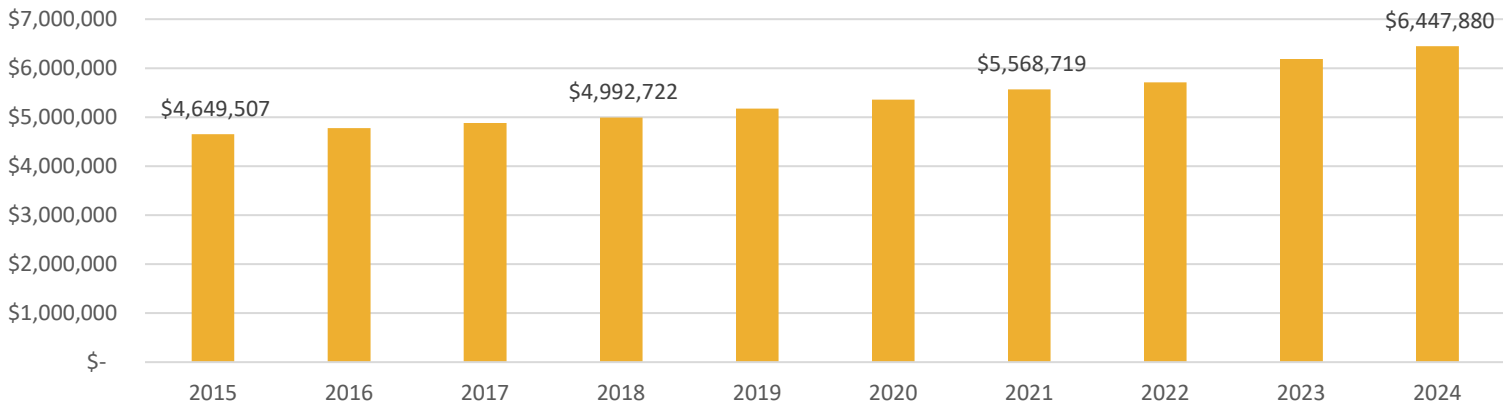
Tax Revenue



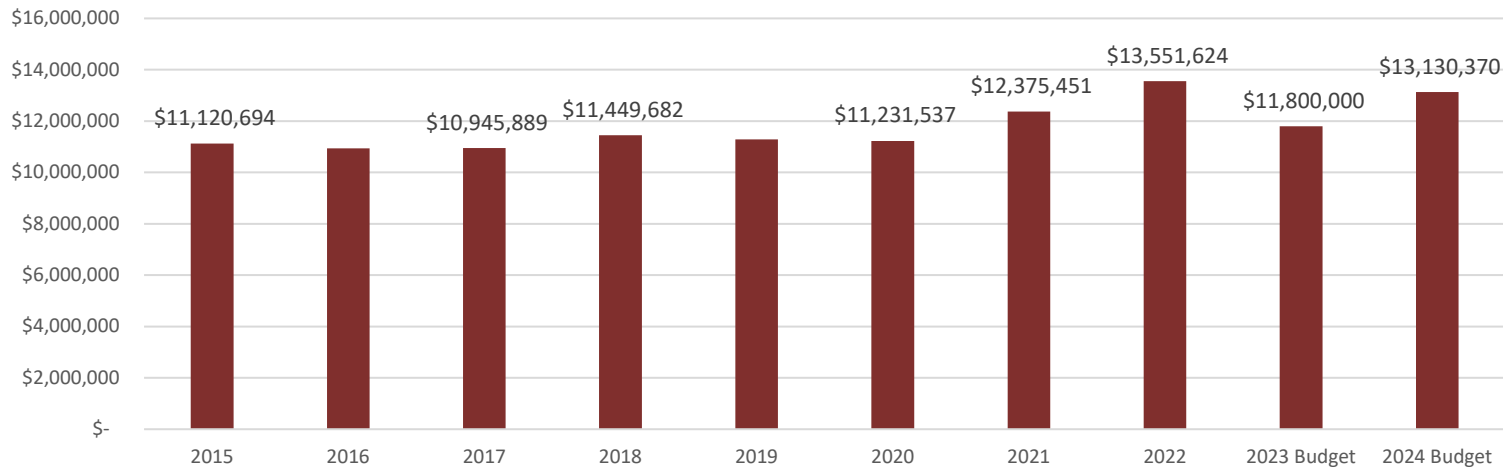
Total General Fund Revenue



Property Tax



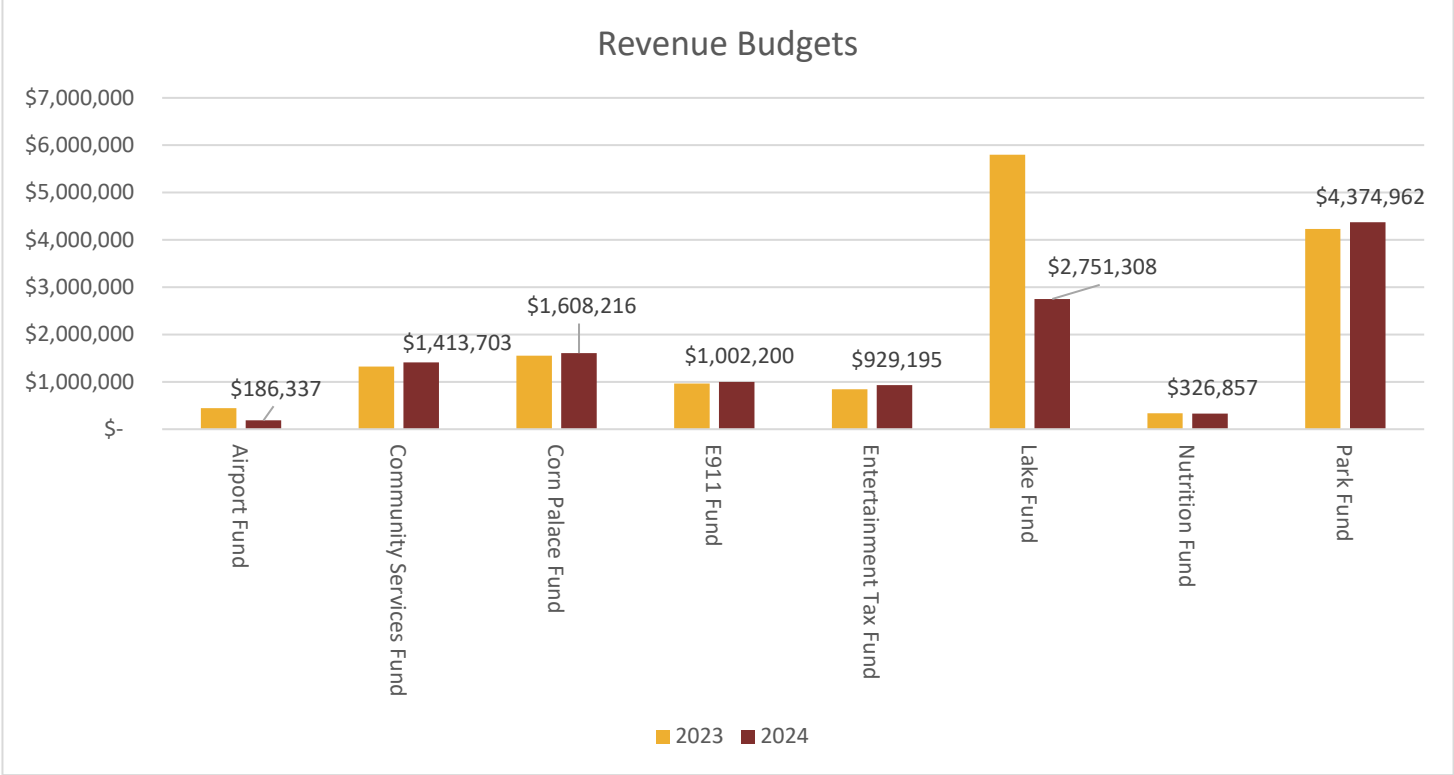
Sales Tax



Special Revenue Funds

In 2024, the Airport Fund and the Corn Palace Fund are budgeted as special revenue funds versus enterprise funds as they were in previous budgets. This was a recommended in discussions during previous audits; and has been implemented in the 2024 budget. The two funds are being changed to special revenue funds because the funds rely on funding from general fund or the entertainment tax fund to meet the annual operations.

The special revenue fund budgets were reviewed to ensure that revenue projections for the 2024 budget matched actual collections in 2023. This ensures that the budgeted revenue is attainable. The City continues to maintain the goal that the reserves are not relied on to balance the operational budget. The City’s special revenue funds typically rely on transfers from other funds or fund reserves to balance operations. Airport Fund, Community Services Fund, Corn Palace Fund, E911 Fund, Lake Fund, and the Park Fund all include budgeted transfers from General Fund as part of the 2024 revenue budget. In addition, the Corn Palace Fund also receives a transfer from the Entertainment Tax Fund as part of the budgeted revenue budget.

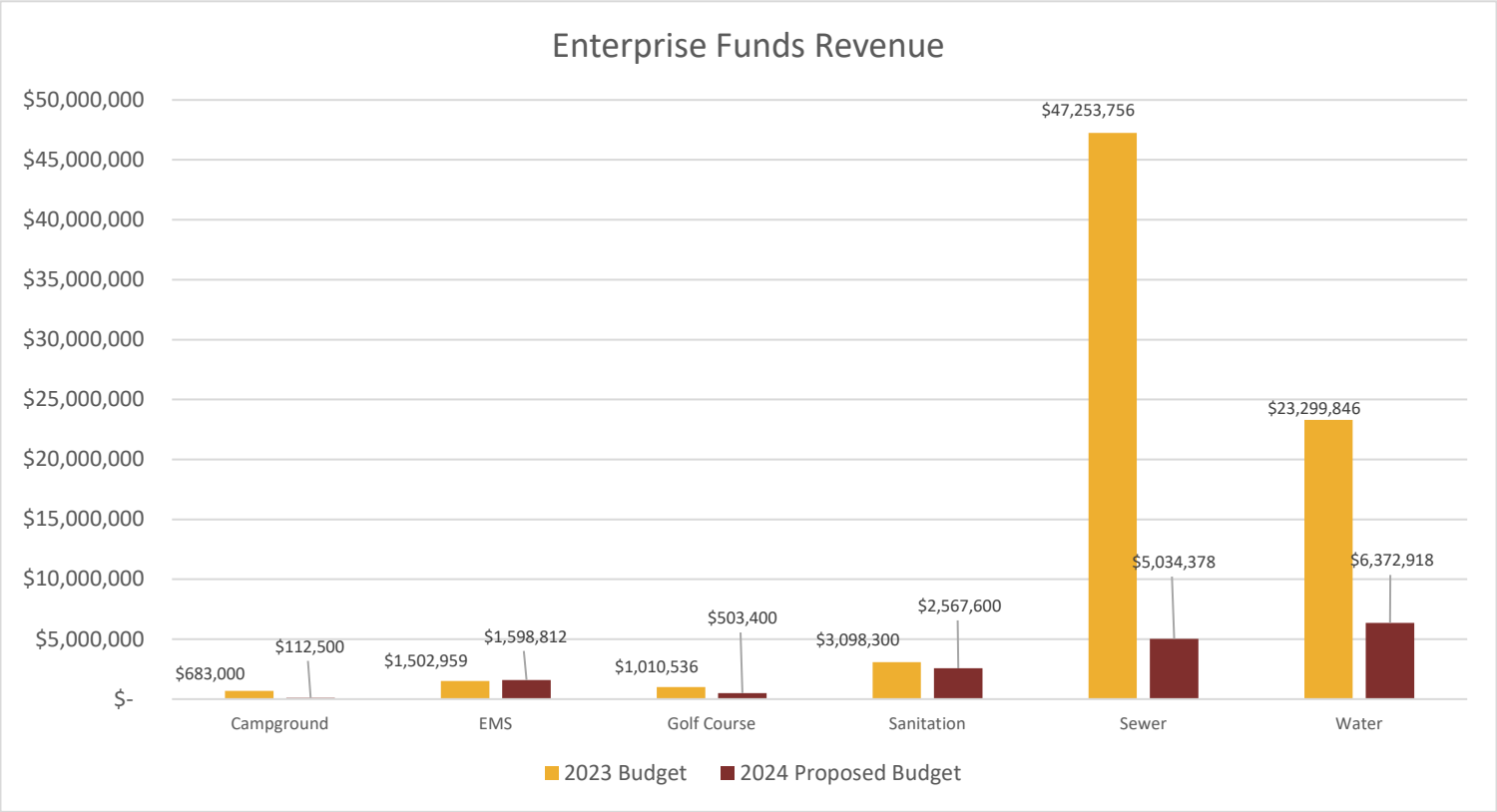


Of Note:

- Airport Fund revenue decreased \$257,876 in the 2024 budget in comparison to the 2023 budget. The major change in the 2024 revenue budget was the removal of anticipated grant funds that were included in the 2023 budget.
- Community Services revenue increase \$89,092 largely due to a general fund transfer in the amount of \$58,000 and projected grant funds for budgeted equipment purchases.
- Corn Palace Fund revenue increased \$55,636. The transfer from Entertainment Tax remained the same in 2024 as in the 2023 budget; and the transfer from general fund decreased \$37,154. Other revenue projections increased due to new contract revenue in rentals and the gift shop operations (previously an enterprise fund).
- E911 budgeted revenue increased \$36,243 from 2023. The Public Safety Answering Point (PSAP) funds and service contracts were changed to match actual collections. The City is applying cash from E911 Fund reserves to assist with equipment upgrades and operations from previous general fund contributions.
- Entertainment tax revenue increased \$84,195, which is a 7% increase from the 2023 budgeted levels; but is still below the 2022 collections.
- Lake Fund revenue is lower in the 2024 budget and includes \$1,000,000 from an Economic Development Administration (EDA) grant for the Jetty/Boat Dock project; and a general fund transfer of \$1,951,520 for the Jetty matching funds (\$500,000) and Lake Draw Down project.
- Nutrition Revenue decreased \$9,143 in an effort to make budget projections closer to actual revenue collected.
- Park fund revenue increased \$146,435 from 2023. The transfer from general fund is proposed at \$2,930,000.

Enterprise Funds

The City of Mitchell has six designated enterprise operations. The enterprise funds include: Campground Fund, Emergency Medical Services Fund, Golf Course Fund, Sanitation Fund, Water Fund, and Sewer Fund. The Emergency Medical Services Fund used to be a general fund operation, but was moved to an enterprise fund in 2021 to properly track and account for those expenses and revenue. To be considered an enterprise fund, the fund should cover the cost of operation from the revenue the fund generates. (The Airport Fund and the Corn Palace Fund are being moved to special revenue fund designations in the 2024 budget due to transfers that are needed to cover the operations of the fund.)

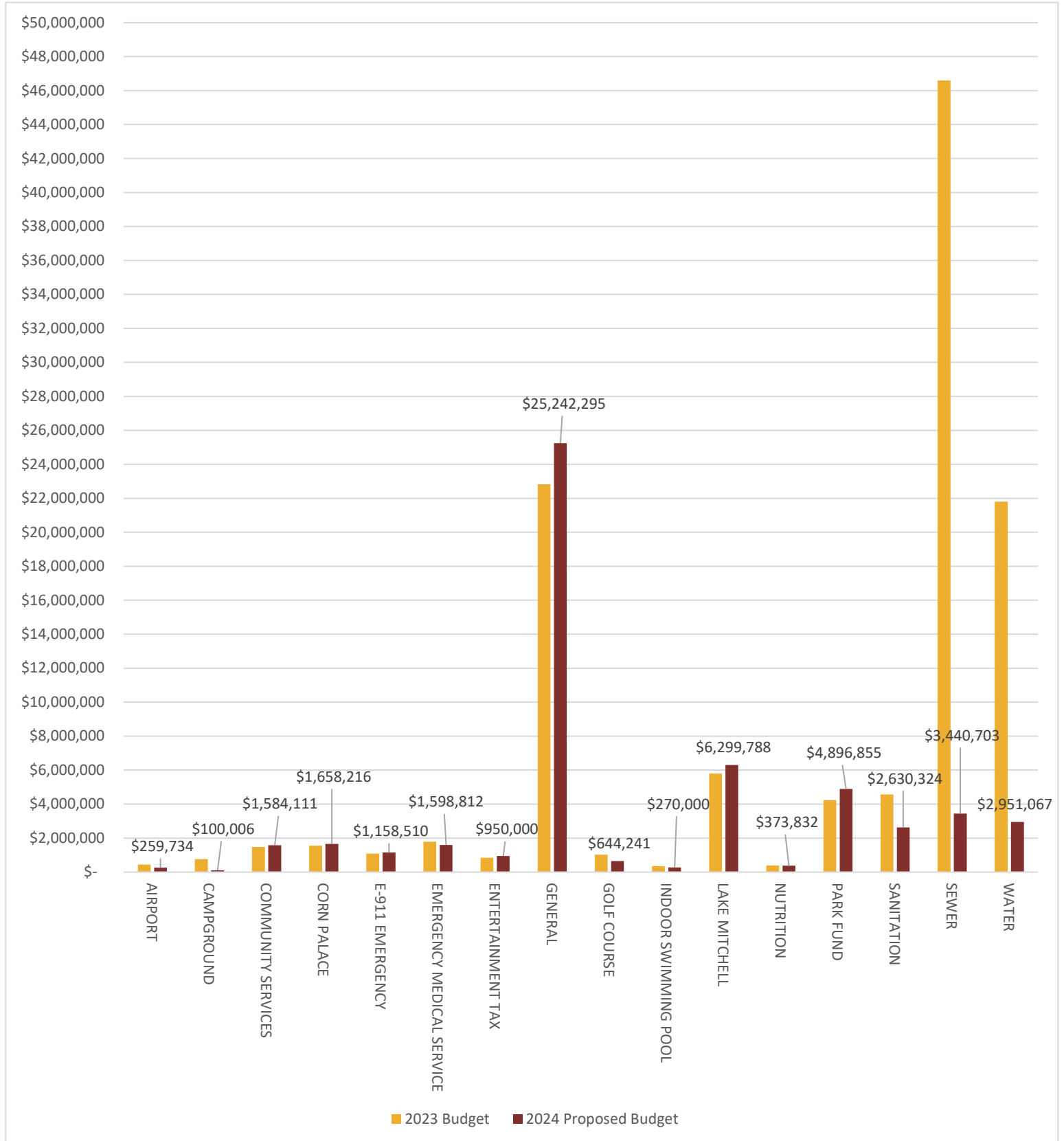


OfNote:

- Campground Fund revenue decreased \$570,500 in the 2024 budget in comparison to 2023. The major change in the 2024 budget was the removal of anticipated grant funds for 2023.
- Emergency Medical Services (EMS) Fund revenue increased \$95,853. The general fund transfer to EMS is increasing \$96,407 to a total budget of \$896,407 for 2024. The department is in the process of adjusting the fees and charges that will result in additional (unbudgeted) revenue for 2024.
- Golf Course Fund revenue decreased \$507,136 in the 2024 budget as compared to 2023. The decrease is due to the general fund contribution in 2023, in the amount of \$550,836 being removed from the 2024 budget. This was a one-time funding towards Phase II of the Master Plan for the Golf Course.
- Sanitation Fund revenue decreased \$530,700 from 2023. The recycling building grant that was budgeted in 2023 was not included in the 2024 budget.
- Sewer Fund revenue decreased \$42,219,378 due to the removal of State Revolving Fund (SRF) bond proceeds for projects budgeted in 2023.
- Water Fund revenue decreased \$16,926,928 due to the removal of State Revolving Fund (SRF) bond proceeds for projects budgeted in 2023.

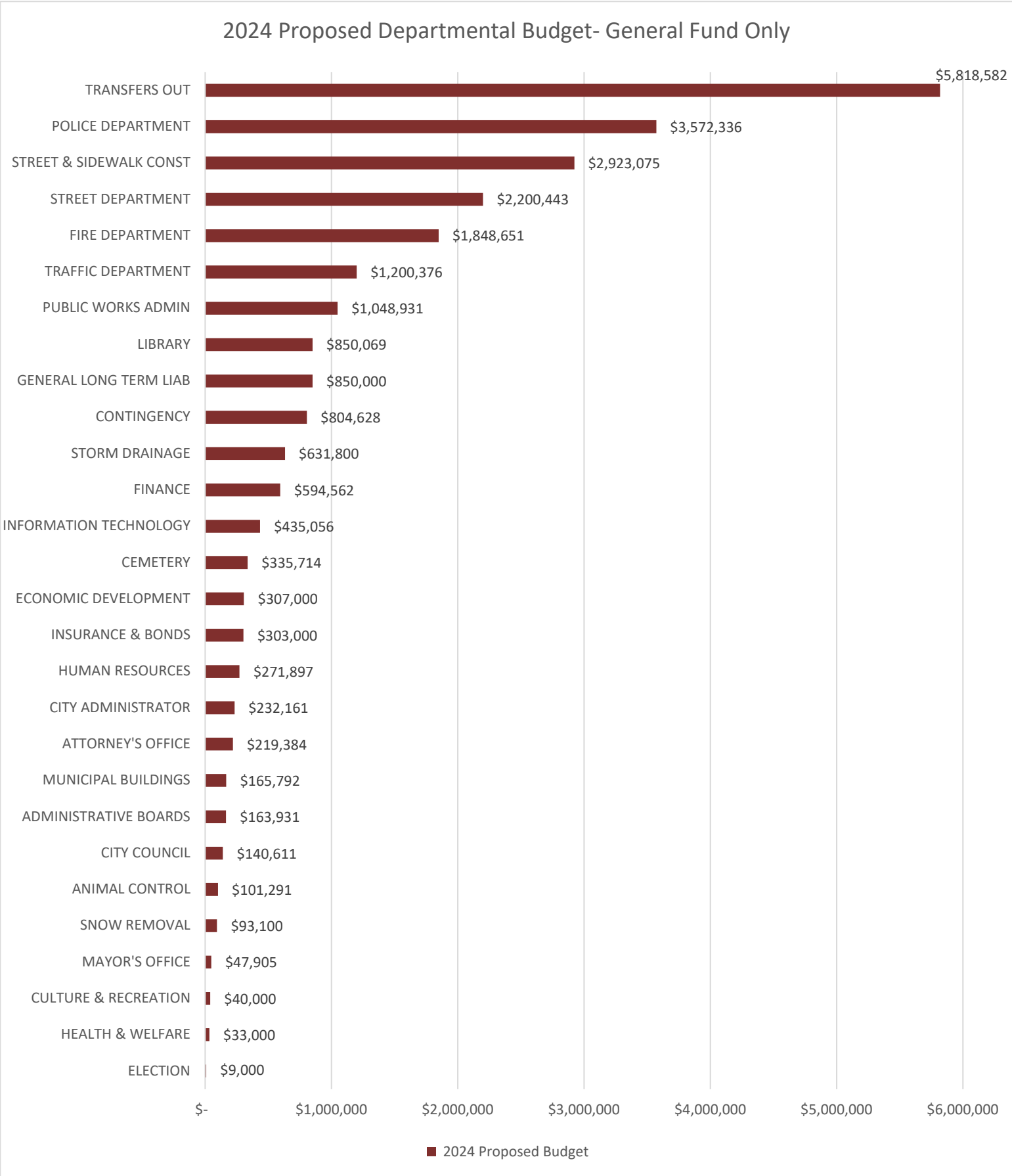
Expenditures

The 2024 Proposed Expenditure Budgets total \$54,058,494 which represents \$61,481,815 less, or a 53% decrease from the 2023 approved budget (\$61,481,815). The budgeted funds include general fund, special revenue funds, debt service funds, and enterprise funds



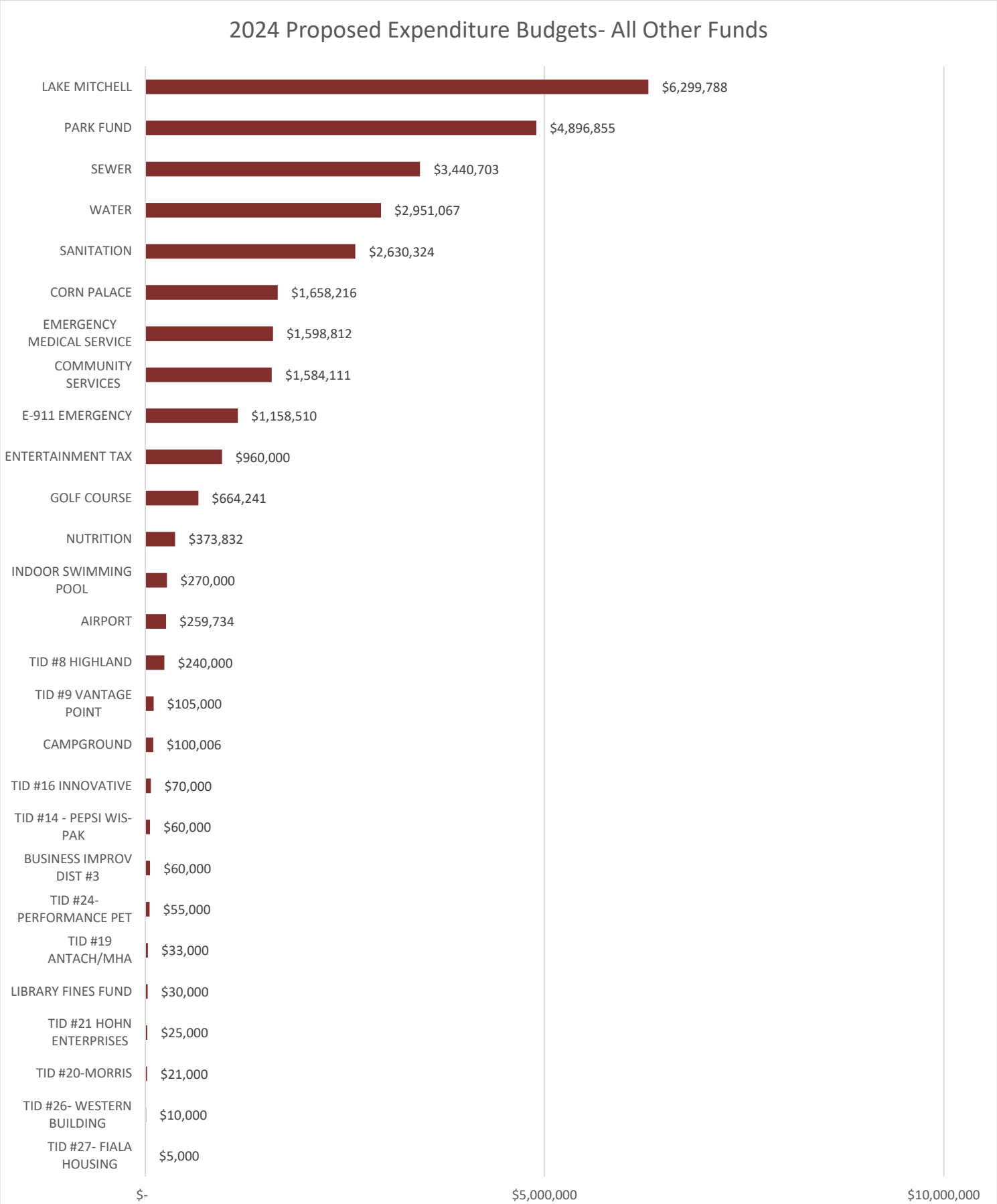
General Fund

General fund is the main operational fund for city services. Of the budgets below 52% are funded from sales tax and 25% are funded from property tax. Transfers out are made to other special revenue or enterprise funds in order for them to have a balanced budget.



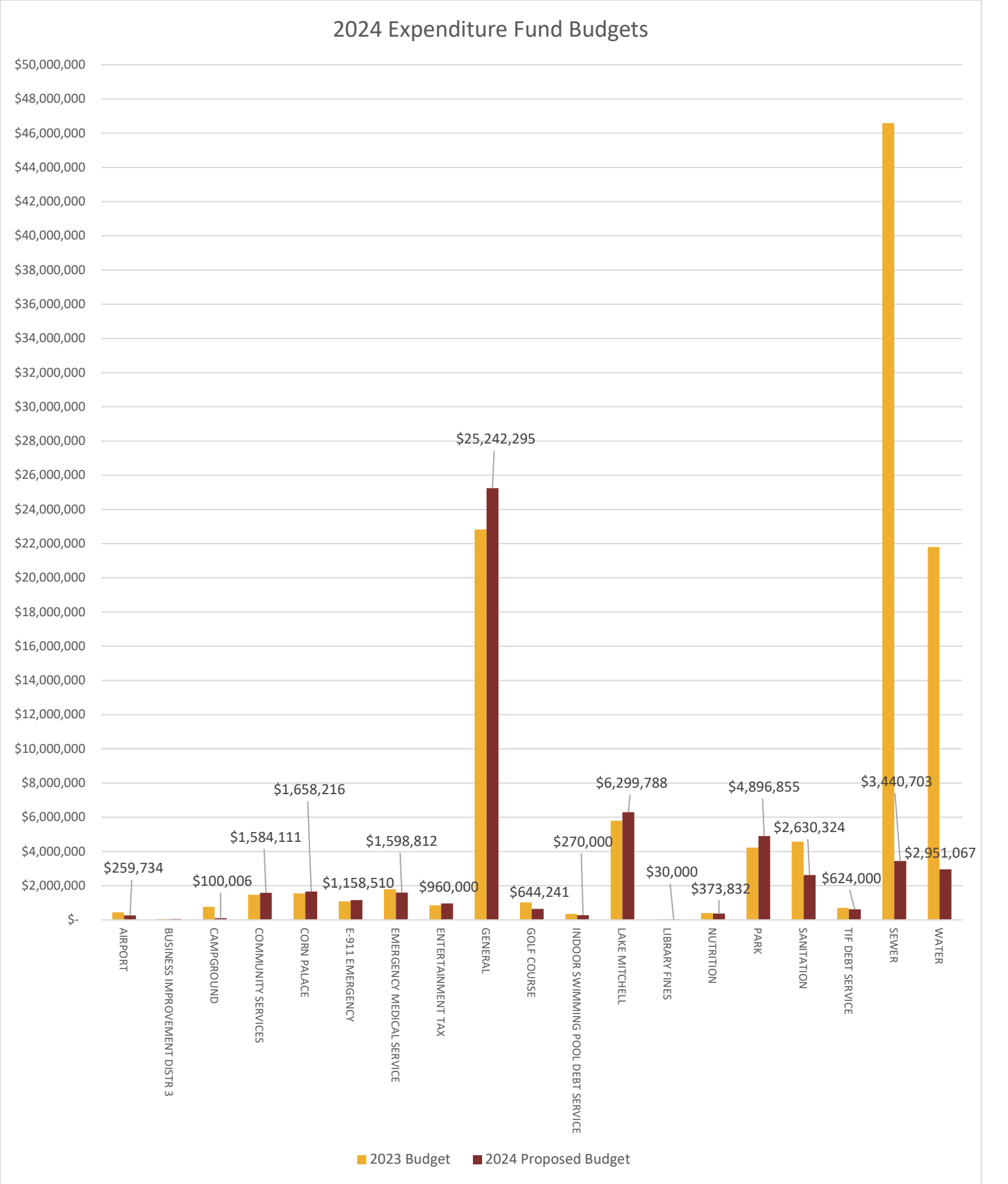
Non-General Fund Expenditure Budgets

The other funds include special revenue funds, debt service funds, and enterprise funds. These funds are supported by revenue generated by the services offered. Some of the funds also receive general fund subsidies.



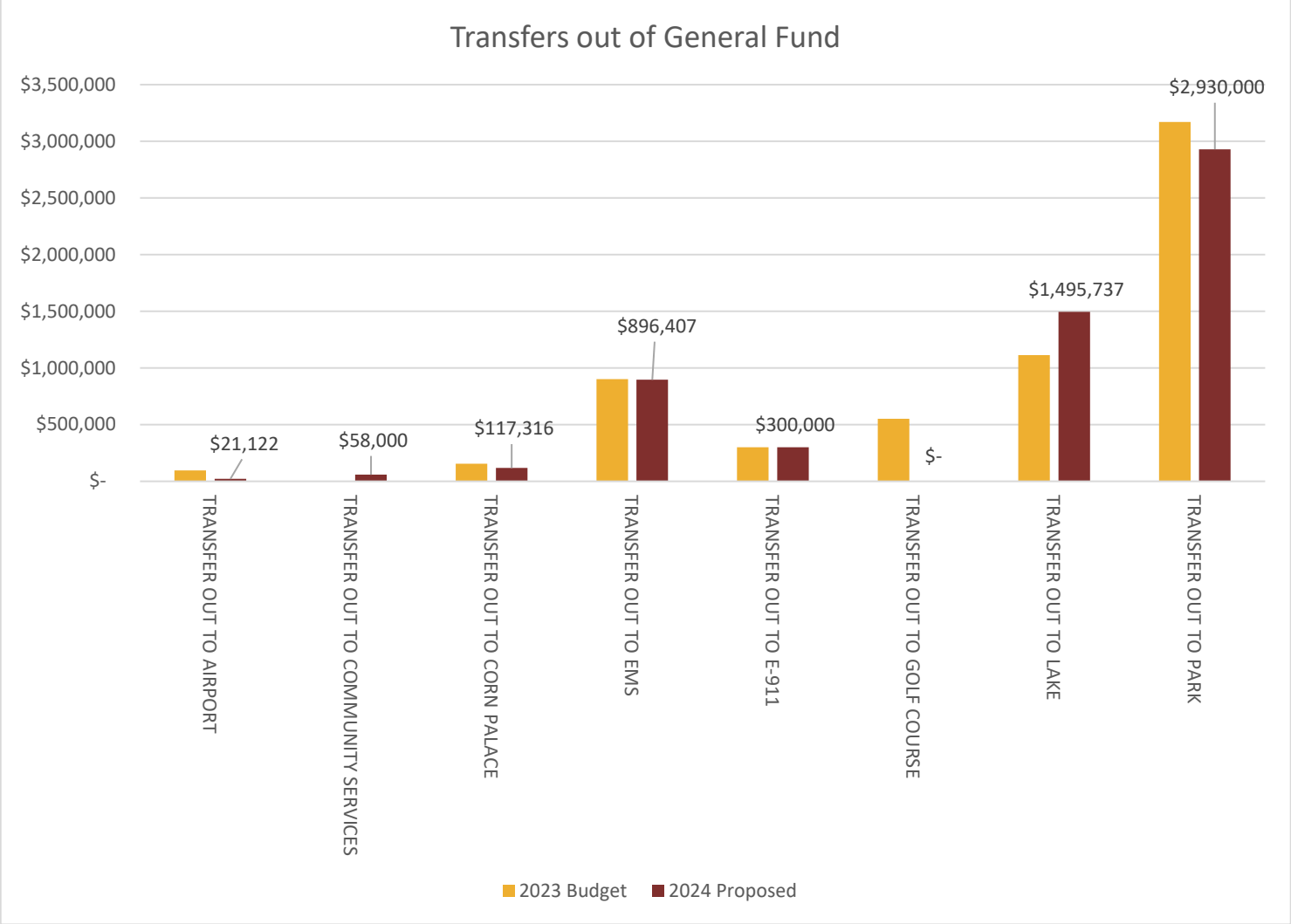
Expenditure Budget Changes (By Fund)

The expenditure budgets decreased \$61,867,551 in budgeted expenditures for 2024. The major decreases were in the water and sewer funds where projects financed by State Revolving Fund (SRF) loans in 2023 were removed.



General Fund Transfers Out to Other Funds

Each year the General Fund transfers funds from the General Fund to assist other special revenue funds and at times to assist enterprise funds. These transfers out show a \$468,888 decrease from the 2023 budget to the 2024 proposed budget.

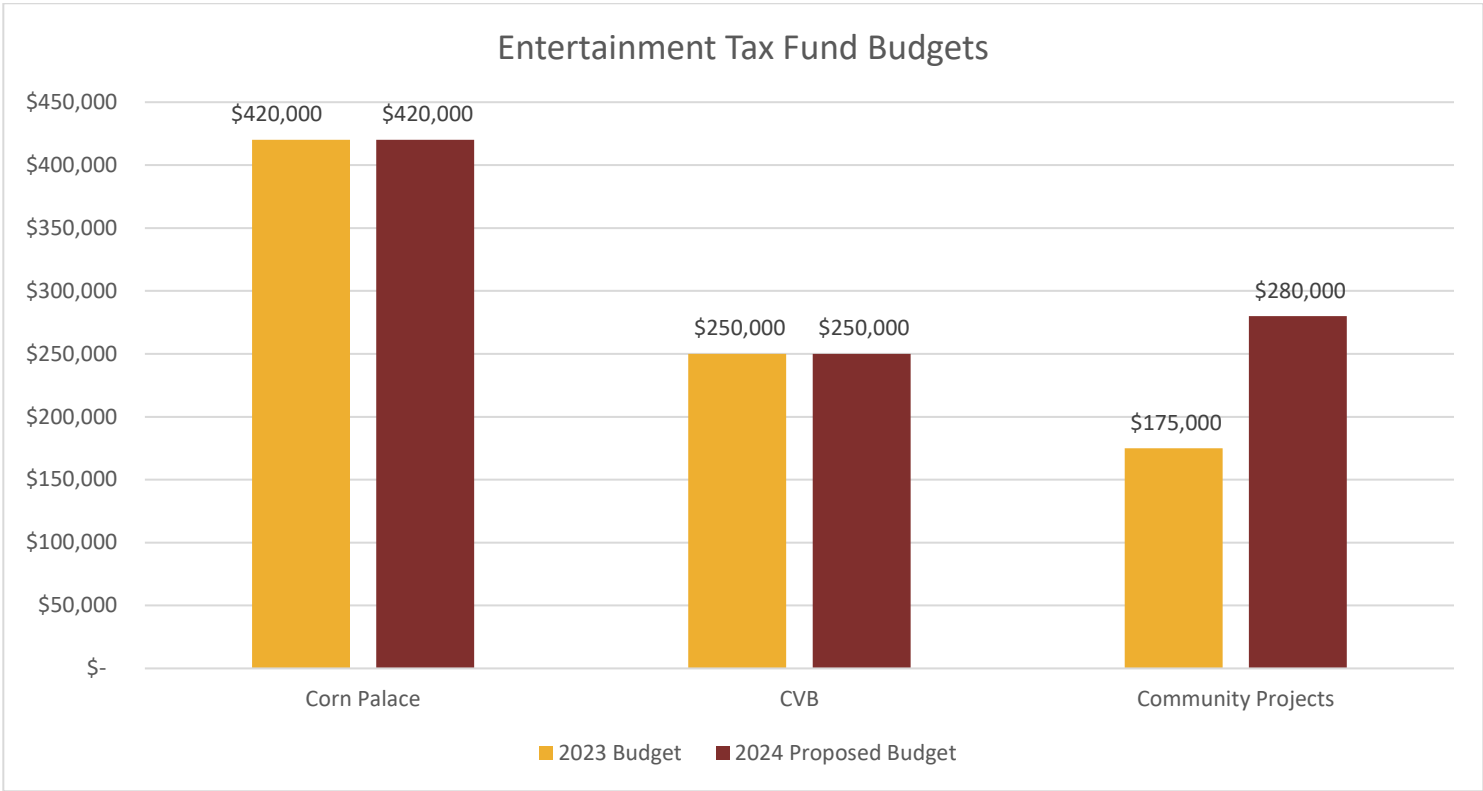


Of Note:

- Transfer out to Airport decreased \$73,876. The 2023 transfer included funds to support the runway reconstruction. In 2024 the general fund transfer is used to support operation of the Airport.
- Transfer out to Community services increased \$58,000 due to an expected fund balance of \$0 at the end of 2023.
- Transfer out to Corn Palace decreased \$37,154 in the 2024 proposed budget due to projected other revenue increases.
- Transfer out to EMS (Emergency Medical Services) Fund decreased \$5,854 for the proposed 2024 budget.
- Transfer out to E-911 is budgeted at the same level as in the 2023 budget.
- Transfer out to Golf Fund decreased \$550,836 in the 2024 proposed budget. This is due to the General Fund contribution to Phase II of the Master Plan that was budgeted in 2023 being removed.
- Transfer out to Lake Fund increased \$382,337. Last year, the dedicated reserves were used for the matching funds required for the Jetty/Marina Construction project. In 2024, an additional \$500,000 is being used for the Jetty/Marina Construction and \$995,737 for the drawdown construction project at Lake Mitchell. Council directed staff to fund that project out of reserves versus the proposed State Revolving Fund (SRF) loan financing.
- Transfer out to Park decreased \$241,505 in the 2024 proposed budget. This is due to spending down reserve funds on capital. Funds have been built from previous general fund transfers.

Entertainment Tax Funds

Entertainment Tax Revenue is budgeted at \$929,195 in FY 2024, which reflects a 9.9% increase from the 2023 budget, but is still slightly below 2022 collection levels.

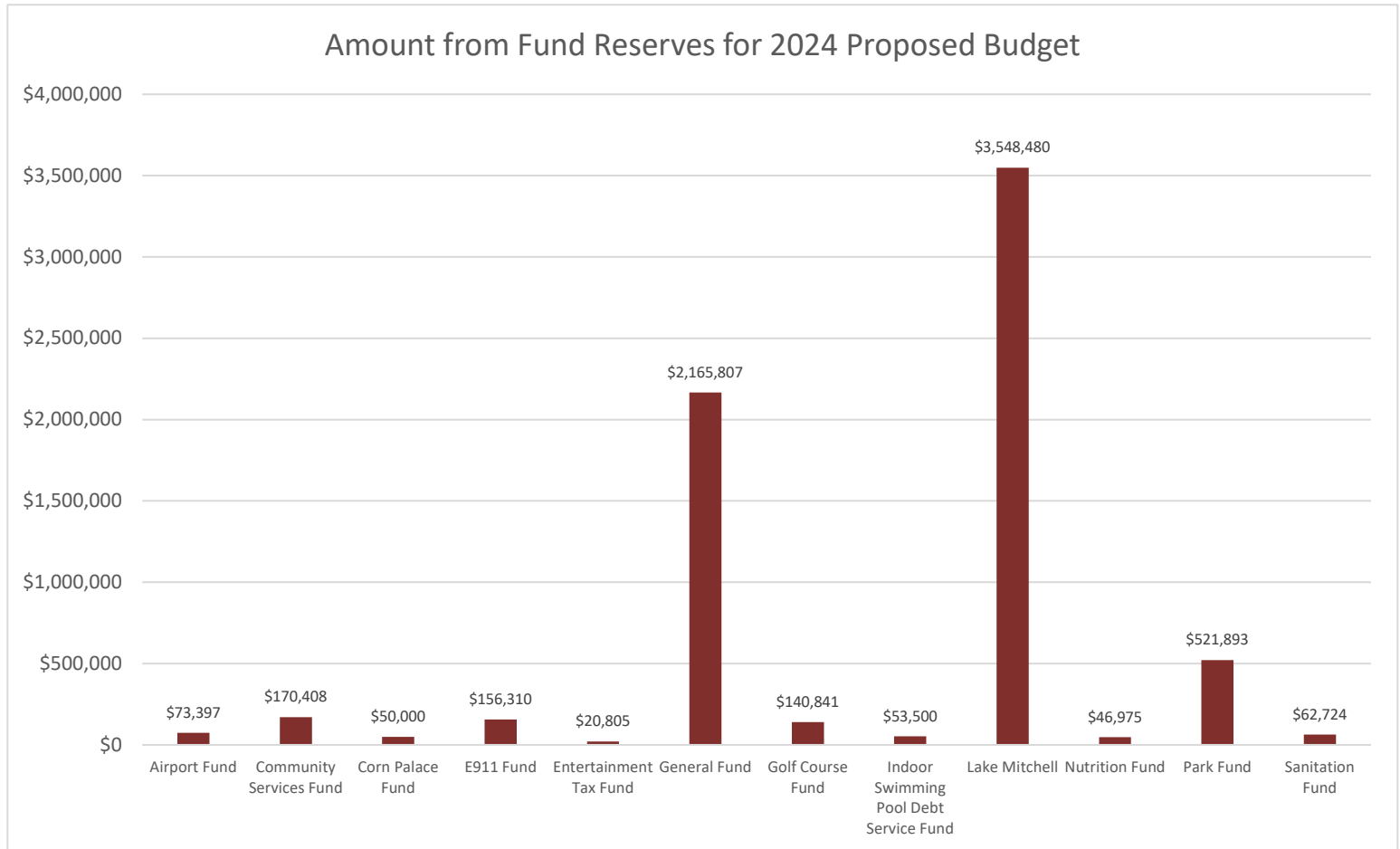


Of note:

- The Corn Palace Transfer is at the same funding level as in 2023.
- The Convention & Visitors Bureau is at the same funding level as in 2023.
- The 2024 proposed budget has \$280,000 budgeted for “Community Projects” which is an increase of \$105,000 from 2023. The projects anticipated in this budget include: Streetscape Projects (\$250,000); the Pre-Sturgis Event (\$20,000); and Community Beautification (\$10,000).

Cash Applied

The proposed budget also relies on applying cash from the following fund reserves to meet the proposed expenditure budgets in those funds. The proposed cash applied amounts are listed below. All cash applied are being utilized for capital improvements or for designated purposes as described below.



General Fund:

Restricted Funds:

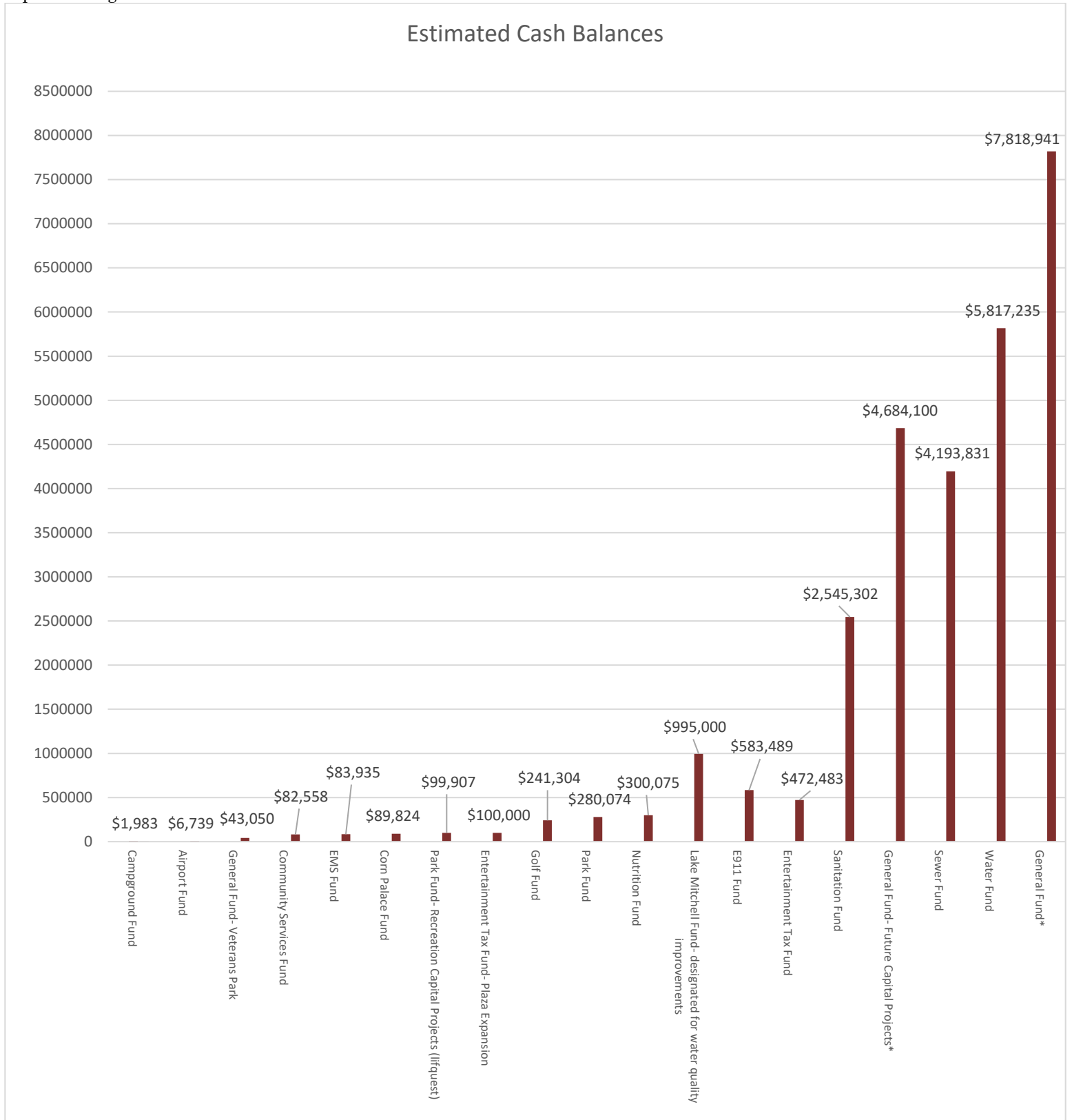
- Future Capital Projects: \$500,000 towards the Jetty/Marina Construction at Lake Mitchell, \$995,737 towards the Lake Mitchell Drawdown Project.
- Assessment Projects: using \$455,783 towards Surface Transportation Program (STP) eligible projects.
- Surface Transportation Program (STP) Funds: \$214,287 towards projects budgeted in 2024.

Other Funds:

- Airport Fund is applying \$73,397 towards capital projects and operations.
- Community Services fund is applying \$170,408 towards operational costs out of previous general fund transfers.
- Corn Palace Fund is applying \$50,000 out of reserves towards operational costs.
- E-911 will apply \$156,310 towards capital purchases & operations out of previous general fund transfers.
- Golf Course is applying \$140,841 out of reserves towards the additional costs of the Phase II Master Plan project.
- Indoor Swimming Pool Debt Service Fund is applying \$53,500 out of reserves from revenue received that was to be used for debt service payments. In 2023 the Business Improvement District (BID) #4 made the last payment towards its \$1,000,000 contribution to the project.
- Lake Mitchell Fund is applying \$1,000,000 of funds received in 2023 towards the Jetty/Marina Project in 2024; and \$2,548,480 towards the drawdown construction.
- Nutrition Fund is applying \$46,975 out of reserves towards operational costs.
- Park Fund is applying \$98,000 out of designated reserves for capital projects in the Recreation Center, and \$423,893 out of general reserves towards capital projects.
- Sanitation Fund is applying \$156,310 out of reserves towards capital purchases

Reserve Fund Balances

The reserve funds applied to the 2024 budget are anticipated to be below the cash reserves available for the fund as of 12/31/2023. Shown below are the estimated cash balances of the funds listed after the budgeted cash applied in the 2024 proposed budget.

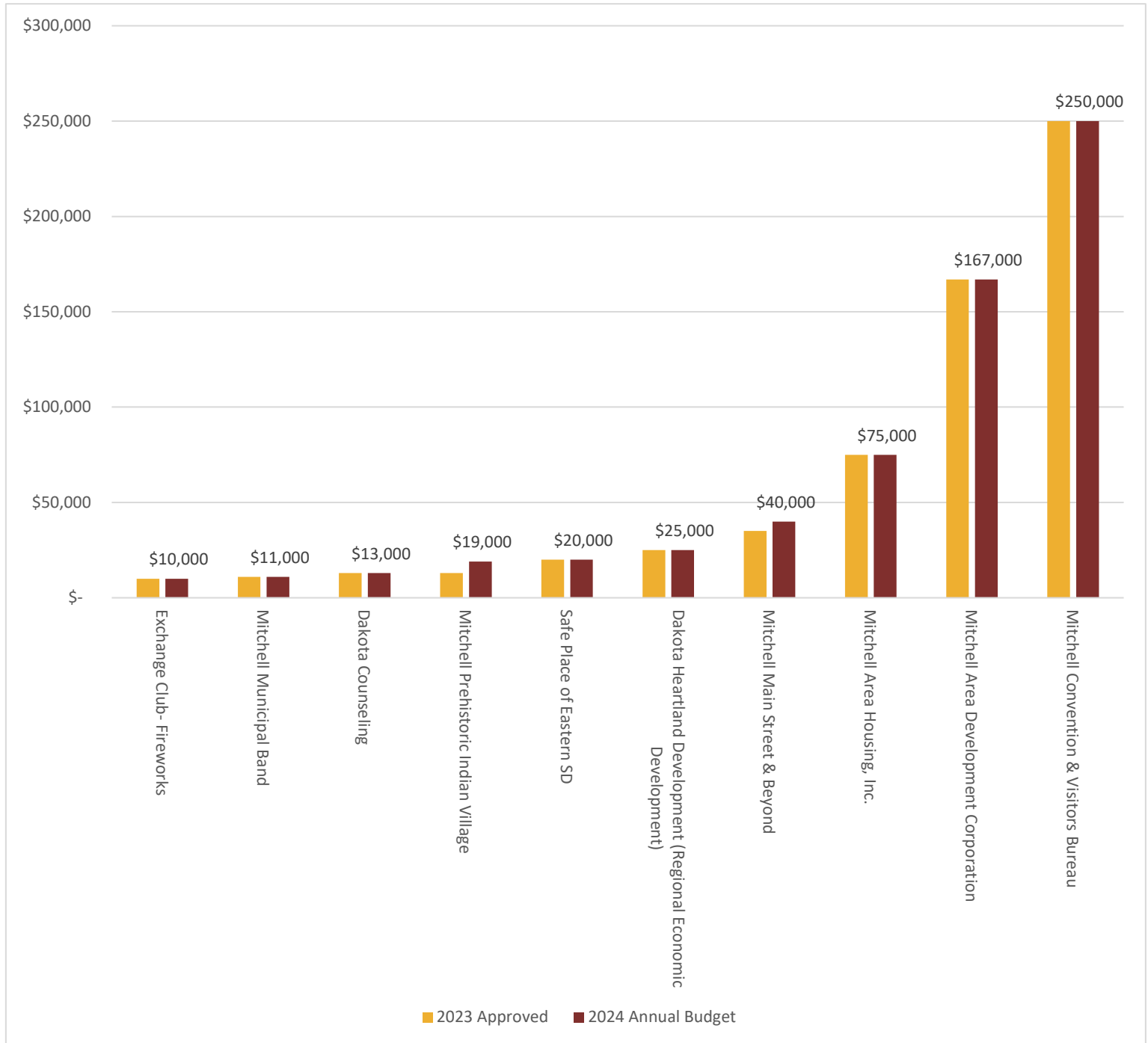


Of Note

- *The General Fund estimated cash balance as of 12/31/2024 is \$8,568,941. This represents 38% of the budgeted revenue for 2024. I am recommending that the City designate another \$1,750,000 towards future capital projects which would bring the reserves down to an estimated 34% with projected revenue above budget for 2023. The estimated balance shown above for future capital projects includes the additional \$1,750,000 recommended above.

Subsidy Applications

The proposed budget includes funding for the subsidies listed below. The subsidy requests were reviewed as part of the September 11 work session. All subsidy application materials can be found on the September 11 City Council Budget Work Session Agenda on the City's website.



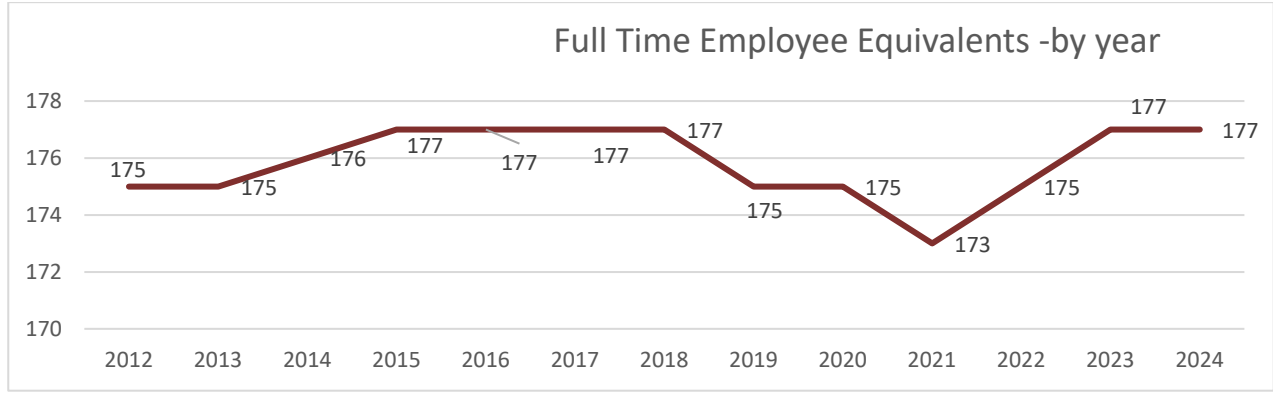
Of Note:

- The Mitchell Prehistoric Indian Village subsidy was increased from \$13,000 to \$19,000.
- The Mitchell Main Street & Beyond subsidy was increased from \$35,000 to \$40,000.
- The subsidy shown for Mitchell Area Housing, Inc. is budgeted; however, each request for funds must go through council approval. The funds are to be used for the costs of demolition to allow for infill, affordable housing.
- The Convention & Visitors Bureau is funded from the Entertainment Tax Fund.
- The remaining subsidies listed are funded out of the General Fund.

Staffing Changes

Staffing Levels

The 2024 proposed budget does not include any requested staffing changes. The current full-time equivalent (FTE) would remain the same as in the 2023 budget, 177. The city has been able to maintain staffing levels by evaluating positions as they are open to look for more efficient ways of operations. This has resulted in combination of some positions, elimination of positions, and outsourcing of duties. These changes have resulted in the city having more efficient operations. Details on the staffing level changes in the past 10 years are listed below.



- 2012: **Up 1 FTE to 175 FTEs.** Deleted Park Secretary (-1), added Park Maintenance (1), and added Water Distribution (1)
- 2013: No change **175 FTEs**
- 2014: **Up 1 FTE to 176 FTEs.** Added Palace Transit (1), added E-911, added City Administrator (1), deleted water distribution (-2)
- 2015: **Up 1 FTE to 177 FTEs.** Added E911 (1)
- 2016: No change **177 FTEs.** Deleted Water (1), moved City Attorney from part time to full time (1)
- 2017: No changes **177 FTEs**
- 2018: No changes **177 FTEs**
- 2019: **Down 2 FTEs to 175 FTEs.** Deleted Water Superintendent (-1), deleted RSVP Coordinator (-1), deleted GIS Supervisor (-1), added Engineer (1)
- 2020: No Change **175 FTEs.** Delete Palace Transit Driver (-1), Added Parks & Recreation Personal Trainer (1)
- 2021: **Down 2 FTE to 173 FTEs.** Delete Public Safety Director (-1), Delete Emergency Medical Services (EMS) billing specialist (-1)
- 2022: **Up 2 FTEs to 175 FTEs.** Delete Golf & Cemetery Director (-1), Added Golf Specialist (1), Add Utility Operator (1), Add Administrative Coordinator- Special Events (1)
- 2023: **Up 2 FTEs to 177 FTEs.** Add Firefighters (2)
- 2023: No change **177 FTEs.**
- 2024: No Change **177 FTEs**

Contractual Negotiations

The City currently has three labor unions. The 2024 proposed budget includes implementation of a compensation & classification review that was completed in 2023 as part of negotiations with the City's three labor unions. The City has already approved the Wage Addendum with all three unions for FY2024.

- **American Federation of State, County, and Municipal Employees (AFSCME)** represents non-management, non-supervisory, full time, hourly employees not represented by other contracts.
- **Teamsters** represents police, and emergency communication employees.
- **International Association of Firefighters (IAFF)** represents employees (excluding management) in the Fire/EMS department.

Health Insurance Fund

The previous fund balance goal for the self-insured Health fund has been met so the City can now fund unforeseen claims without general fund assistance. The city is not budgeting an increase in premiums for 2024.



2024 Capital Improvements Proposed Annual Budget Overview

The Council will be making changes to this requested budget throughout the budget review process.

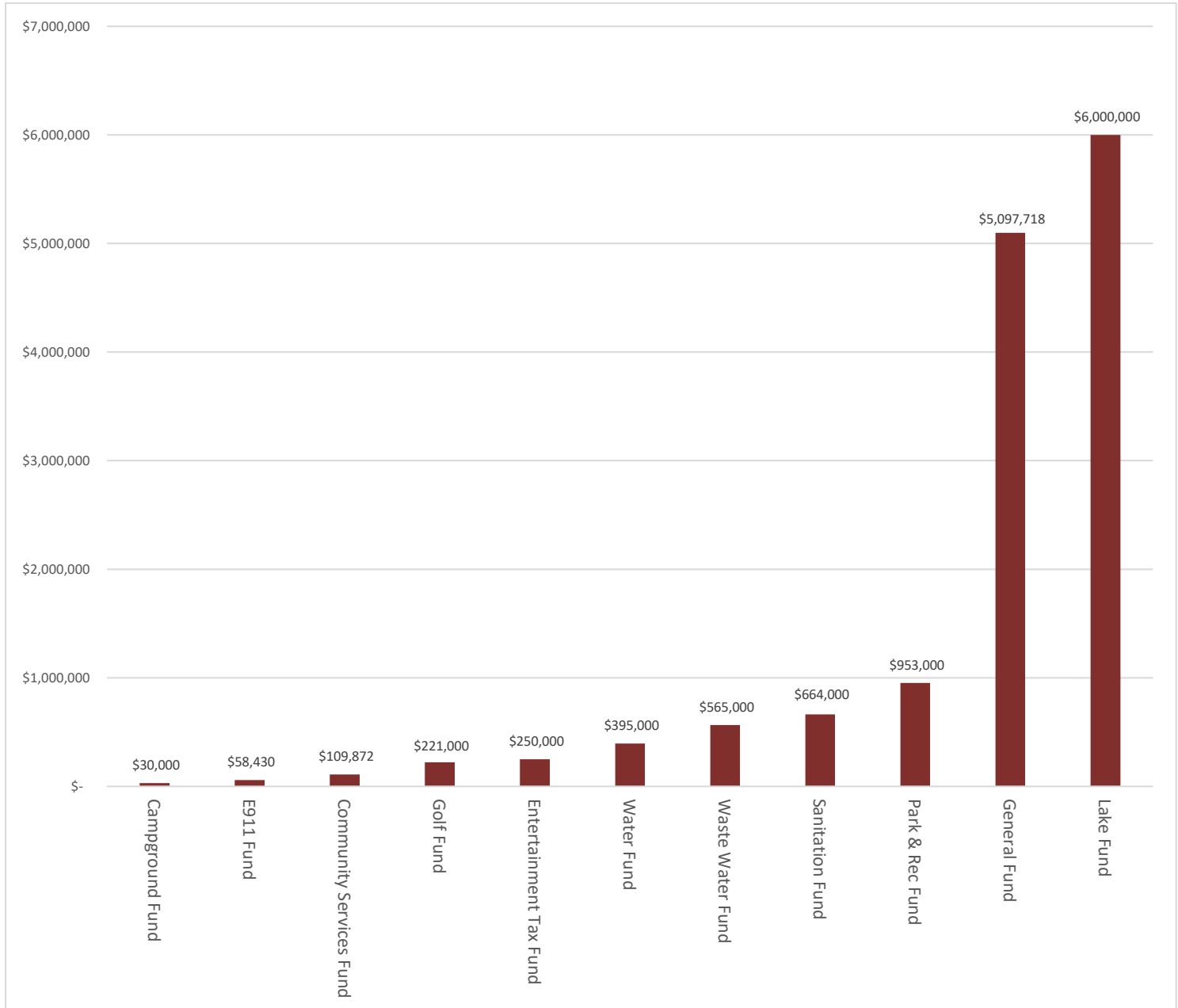
Annual Budget Work Session Schedule:
August 28 at 6:00 PM- proposed budget overview
September 11 at 6:00 PM- Subsidy Application Review
October 16 at 5:30 PM (prior to council meeting)

**Other dates may be scheduled as needed*

The Annual Budget Hearings are scheduled for:
November 6th: First Reading
November 20: 2nd Reading & Adoption

Overview

The 2024 Annual Budget includes \$14,344,020 in capital improvement projects. Of those projects, \$1,875,000 are in enterprise fund budgets, \$7,371,302 are in special revenue fund budgets, and \$5,097,718 are in the general fund budget. It should be noted that some special revenue & enterprise fund capital projects required general fund support in order to complete the projects listed below. Those funds requiring general fund support for Capital Projects in 2024 include: Community Services, Lake Mitchell, and Park & Recreation.



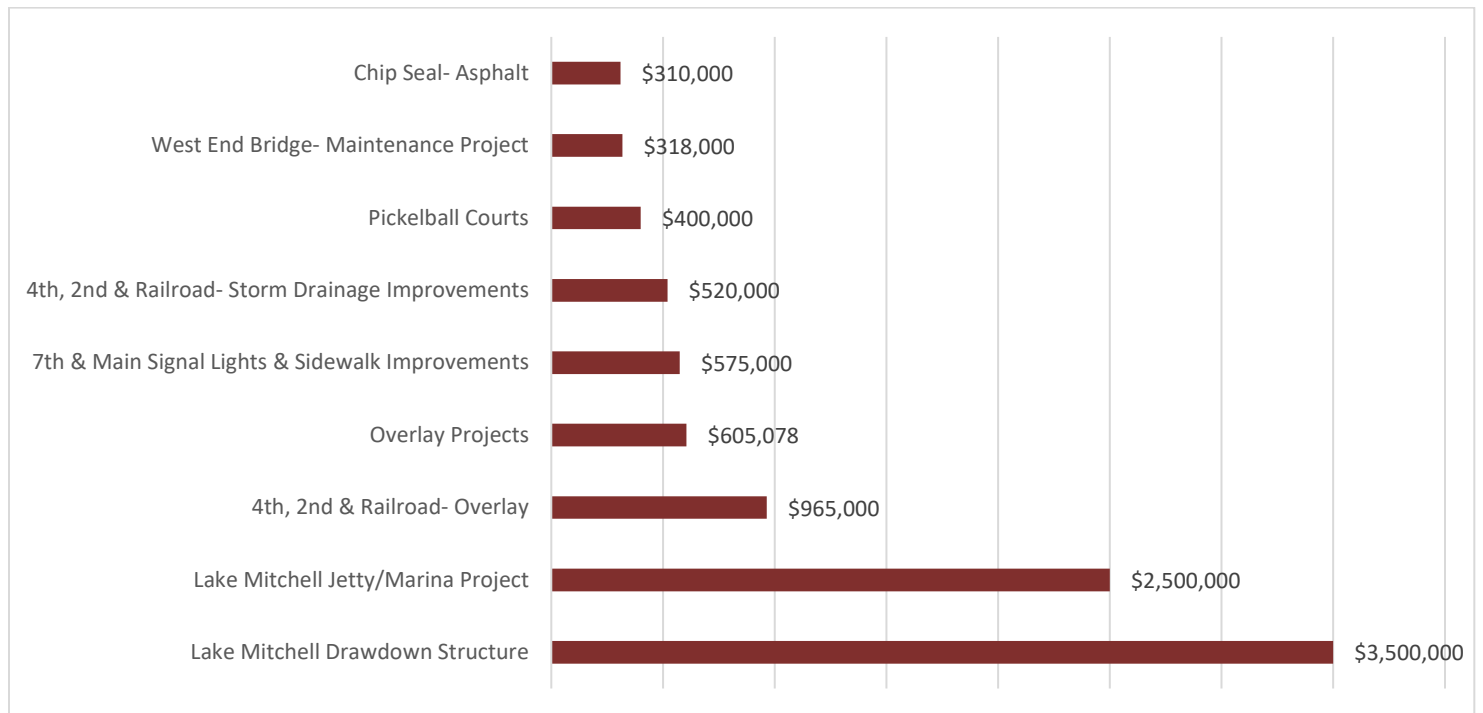
Enterprise Fund Budgets: Airport, Campground, EMS, Golf, Sanitation, Water, Wastewater

Special Revenue Fund Budgets: Nutrition, Community Services, Entertainment Tax, E911, Park & Recreation, Lake

Of Note:

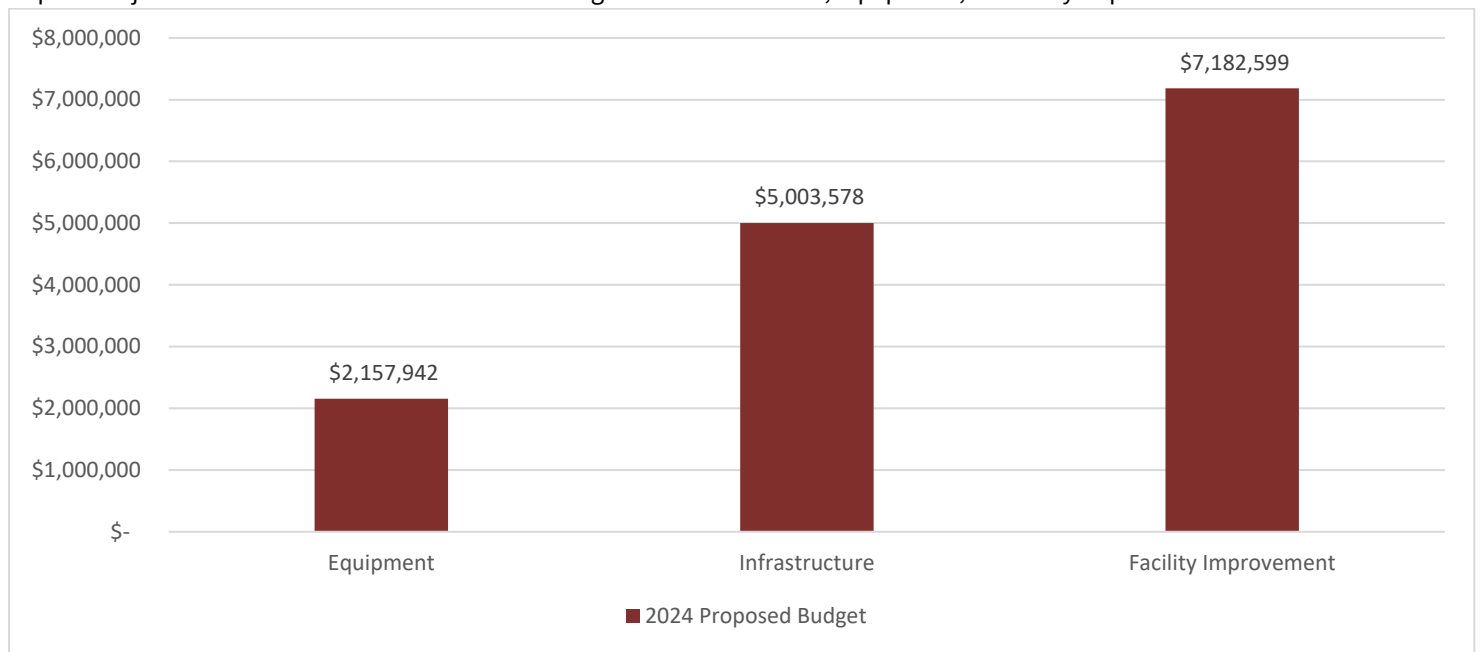
The City has several major utility projects currently budgeted in 2023. Many of those projects will not be completed in 2023, and will continue into 2024.

Capital Projects (over \$300,000)



Categories of Capital Projects

Capital Projects can be broken into one of three categories: infrastructure, equipment, or facility improvements.



Infrastructure: *Infrastructure projects include new construction, replacing aging infrastructure, and upgrading some existing infrastructure.*

Dog Park Sidewalk Bike Path	\$25,000
Spruce Rail Road Crossing	\$30,000
Gravel Base (purchased)	\$30,000
Rubber Crack Sealer	\$38,500
Water Meter Replacements	\$40,000
Wisconsin 12-15 Overlay	\$62,238
Sawgrass Overlay	\$63,438
Wallace Hanson to South Overlay	\$64,538
3rd & Main Storm Drainage Improvements	\$70,000
Chip Seal Aggregate	\$77,000
Waste Water Manhole Rehabilitations	\$100,000
Asphalt Mix	\$100,000
Water Valve Repalacements	\$105,000
Kippes Cove Overlay	\$122,688
Quince – West of Millery Overlay	\$142,688
1 st - Burr to Main Overlay	\$149,488
Golf Course/Cemetery Bike Path	\$150,000
Chip Seal Asphalt	\$310,000
Waste Water CIPP Improvements	\$200,000
Gravel Base (crushed)	\$250,000
4 th , 2 nd , RR, & Main Water Improvements	\$250,000
4 th , 2 nd , RR, & Main Waste Water Improvements	\$265,000
West End Bridge Maintenance Project	\$318,000
4 th , 2 nd , RR, & Main Storm Drainage Improvements	\$520,000
7 th & Main Intersection Lights & Sidewalk Improvements	\$575,000
4 th , 2 nd , & RR Overlay	\$965,000

Facility Improvements: *Facility Improvements are listed below (over \$5,000).*

Recreation Center- Paint	\$5,000
Golf Course Irrigation Filter System	\$5,000
JVCC Rooftop Exit	\$6,000
Gainer Park A/C	\$6,500
Cemetery Offices- Replace & Widen Overhead Door	\$7,000
Recreation Center- Carpet Replacement	\$10,000
Recreation Center-Lighting Upgrades	\$12,000
Outdoor Aquatic Center- Paint Inside of Building	\$15,000
Recreation Center- Youth Area Upgrades: climbing wall, obstacle course, mats, cubbies	\$20,000
Cemetery Offices- Replace Siding & Insulation	\$20,000
Outdoor Aquatic Center- Replace Sand in Filters	\$20,000
Retaining Wall at Public Beach	\$25,000
Recreation Center- Tile Flooring	\$51,000
Sports Complex- Irrigation Pumps	\$150,000
Phase II Golf Course (additional funds)	\$180,000
Pickelball Courts	\$400,000
Lake Mitchell Jetty & Marina	\$2,500,000
Lake Mitchell Drawdown Structure	\$3,500,000

Equipment: *Major equipment requests are listed below (over \$5,000).*

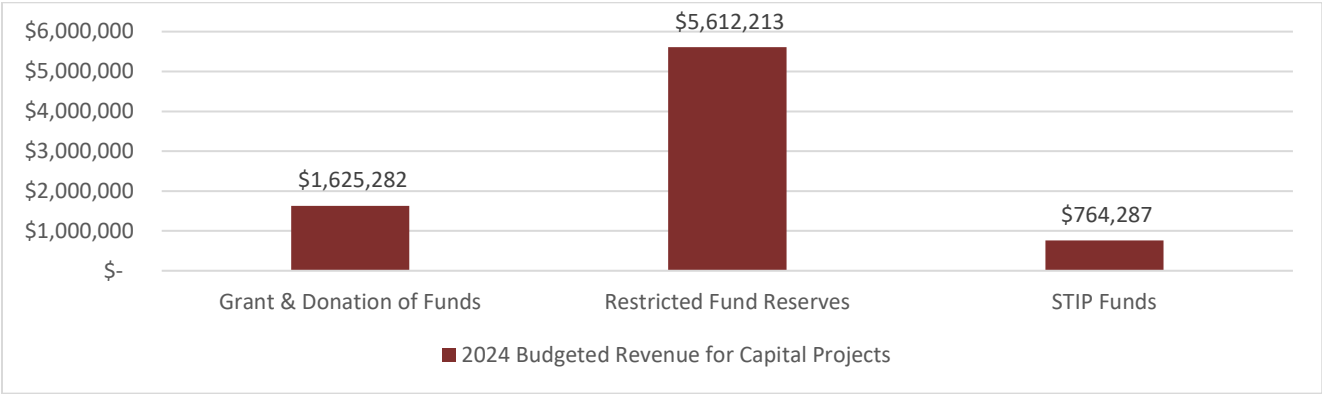
AED Replacements	\$5,250
Bus Cameras	\$6,000
Switch- Public Safety Server	\$6,500
NVR & Cameras at Lake & Watertower	\$7,500
Bus Garage Cameras	\$8,000
Batteries & Controllers for Bumper Cars	\$8,000
Battery Back up – 7th & Sanborn	\$9,000
Graco Line Driver Paint Striper	\$9,000
Snow Plow for Pick Up	\$10,500
Snowblower for 4WD Toro	\$10,900
Greens Reels	\$11,000
Power DMS Software	\$11,894
NVR Upgrades	\$15,000
IT Server	\$15,000
Pictometry (2nd of 3 payments)	\$15,000
Surface Pro Replacements	\$16,500
Forklift	\$17,000
Crosswalk RRFB	\$20,000
Snow Removal One Way Blades	\$20,000
Cameras & Door Controls at Sports Complex & Hitchcock Park	\$21,480
E-books	\$21,650
Snow Blade for Payloader	\$24,000
Reel Grinders	\$25,000
Line Painter for Sports Fields	\$26,000
Fire/EMS Gear Sets	\$28,205
Dock (campground)	\$30,000
Fire/EMS Rescue Boat	\$31,800
Tire Chopper	\$34,000
Tablets, lockbox, cradle points & antennas for busses	\$38,400
Pick Up (used)- Public Works	\$40,000
Pick Up	\$40,000
Books	\$47,000
Dispatch Software for Palace Transit Busses	\$48,472
Chevy Tahoe – Police	\$53,000
Chevy Tahoe- Police	\$53,000
Chevy Tahoe- Police	\$53,000
Dispatch workstation PCs (4)	\$58,430
Motorola Radio Replacements	\$63,561
128" wide mower	\$78,000
Crack Sealing Machine	\$90,000
Mower	\$92,000
Bobcat with Attachments	\$105,000
Mini Excavator	\$105,000
Transfer Trailer	\$100,000
Dump Truck	\$235,000
Garbage Truck	\$385,000

Engineering, Professional Services, & Studies:

In addition to the Capital Outlay requests, the 2024 Proposed Budget includes the items below.

Design of 5th Avenue Utility Project- Burr to Foster \$240,000

Alternative Funding Sources For Capital Projects (in addition to operational revenue)



Projects Receiving Grant Support

- \$253,804 BIIIG grant for the maintenance work at the West End Bridge.
- \$195,000 State grant towards the Pickleball Courts.
- \$107,000 in donations towards the Pickleball Courts.
- \$1,000,000 EDA grant towards the Jetty & Marina Construction Project at Lake Mitchell.
- \$69,478 in DOT grants towards Palace Transit Equipment.

Projects Utilizing Restricted Reserves

- \$98,000 from Park Fund Donations- towards the Youth Improvements at the Recreation Center.
- \$1,500,000 towards the Lake Mitchell Jetty Project (EDA required matching funds)
- \$3,500,000 towards the Lake Mitchell Draw Down Construction Project.
- \$58,430 towards equipment upgrades in E911 Dispatch Center
- \$455,783 towards 4th, 2nd, & Railroad improvements

Projects Utilizing STIP Funds

- \$310,000 towards Chip Seal Asphalt
- \$392,000 towards 4th, 2nd, RR, & Main Overlay
- \$62,238 towards Wisconsin 12th- 15th Overlay

REVENUE			EXPENSE			Revenue-Expense	Administrative Changes		Difference (I)=deficit	Mayor Review- Dept Adjustments		Proposed Budget		Council Changes		Approved Budget		Balance Revenue-Expense	
Fund	Name	Requested Budget	Fund	Name	Requested Budget		Revenue	Expense		Revenue	Expense	Revenue	Expense	Revenue	Expense	Revenue	Expense	Difference (I)=deficit	Cash Applied - to res, +from res
101	GENERAL	\$ 21,012,364	101	GENERAL	\$ 24,877,065	\$ (3,864,701)	\$ 1,030,754	\$ (70,427)	\$ (2,763,520)	\$ 673,634	\$ 85,921	\$ 22,716,752	\$ 24,892,559	\$ 359,736	\$ 349,736	\$ 23,076,488	\$ 25,242,295	\$ (2,165,807)	\$ 2,165,807
201	PARK FUND	\$ 4,227,887	201	PARK FUND	\$ 4,986,371	\$ (758,484)	\$ 210,075	\$ (54,016)	\$ (494,393)	\$ (63,000)	\$ (35,500)	\$ 4,374,962	\$ 4,896,855	\$ -	\$ -	\$ 4,374,962	\$ 4,896,855	\$ -	
203	LAKE MITCHELL	\$ 2,751,308	203	LAKE MITCHELL	\$ 6,299,788	\$ (3,548,480)	\$ -	\$ -	\$ (3,548,480)	\$ -	\$ -	\$ 2,751,308	\$ 6,299,788	\$ -	\$ -	\$ 2,751,308	\$ 6,299,788	\$ (3,548,480)	\$ 3,548,480
211	ENTERTAINMENT TAX	\$ 866,195	211	ENTERTAINMENT TAX	\$ 670,000	\$ 196,195	\$ 63,000	\$ 290,000	\$ (30,805)	\$ -	\$ -	\$ 929,195	\$ 960,000	\$ -	\$ (10,000)	\$ 929,195	\$ 950,000	\$ (20,805)	\$ 20,805
213	BUSINESS IMPR DISTRICT 3	\$ 60,000	213	BUSINESS IMPR DISTRICT 3	\$ 60,000	\$ -			\$ -			\$ 60,000	\$ 60,000			\$ 60,000	\$ 60,000	\$ -	
214	E-911 EMERGENCY	\$ 1,002,200	214	E-911 EMERGENCY	\$ 1,168,209	\$ (166,009)	\$ -	\$ (9,699)	\$ (156,310)	\$ -	\$ -	\$ 1,002,200	\$ 1,158,510	\$ -	\$ -	\$ 1,002,200	\$ 1,158,510	\$ (156,310)	\$ 156,310
218	COMMUNITY SERVICES	\$ 1,244,673	218	COMMUNITY SERVICES	\$ 1,789,659	\$ (544,986)	\$ 169,030	\$ (205,548)	\$ (170,408)	\$ -	\$ -	\$ 1,413,703	\$ 1,584,111	\$ -	\$ -	\$ 1,413,703	\$ 1,584,111	\$ (170,408)	\$ 170,408
219	NUTRITION	\$ 333,357	219	NUTRITION	\$ 374,782	\$ (41,425)	\$ (6,500)	\$ (950)	\$ (46,975)	\$ -	\$ -	\$ 326,857	\$ 373,832	\$ -	\$ -	\$ 326,857	\$ 373,832	\$ (46,975)	\$ 46,975
226	LIBRARY FINES FUND	\$ 30,000	226	LIBRARY FINES FUND	\$ 30,000	\$ -			\$ -			\$ 30,000	\$ 30,000			\$ 30,000	\$ 30,000	\$ -	
304	TID #8-HIGHLAND	\$ 240,000	304	TID #8-HIGHLAND	\$ 240,000	\$ -			\$ -			\$ 240,000	\$ 240,000			\$ 240,000	\$ 240,000	\$ -	
305	TID #9-VANTAGE	\$ 105,000	305	TID #9-VANTAGE	\$ 105,000	\$ -			\$ -			\$ 105,000	\$ 105,000			\$ 105,000	\$ 105,000	\$ -	
308	TID #14 - PEPSI WIS-PAK	\$ 60,000	308	TID #14 - PEPSI WIS-PAK	\$ 60,000	\$ -			\$ -			\$ 60,000	\$ 60,000			\$ 60,000	\$ 60,000	\$ -	
310	TID #16 INNOVATIVE	\$ 70,000	310	TID #16 INNOVATIVE	\$ 70,000	\$ -			\$ -			\$ 70,000	\$ 70,000			\$ 70,000	\$ 70,000	\$ -	
313	TID #19 ANTACH/MHA	\$ 33,000	313	TID #19 ANTACH/MHA	\$ 33,000	\$ -			\$ -			\$ 33,000	\$ 33,000			\$ 33,000	\$ 33,000	\$ -	
314	TID #20-MORRIS	\$ 21,000	314	TID #20-MORRIS	\$ 21,000	\$ -			\$ -			\$ 21,000	\$ 21,000			\$ 21,000	\$ 21,000	\$ -	
315	TID #21 HOHN ENTERPRISES	\$ 25,000	315	TID #21 HOHN ENTERPRISES	\$ 25,000	\$ -			\$ -			\$ 25,000	\$ 25,000			\$ 25,000	\$ 25,000	\$ -	
318	TID #24- PERFORMANCE PET	\$ 55,000	318	TID #24- PERFORMANCE PET	\$ 55,000	\$ -			\$ -			\$ 55,000	\$ 55,000			\$ 55,000	\$ 55,000	\$ -	
319	TID #26- WESTERN BUILDING	\$ 10,000	319	TID #26- WESTERN BUILDING	\$ 10,000	\$ -			\$ -			\$ 10,000	\$ 10,000			\$ 10,000	\$ 10,000	\$ -	
320	TID #27- FIALA HOUSING	\$ 5,000	320	TID #27- FIALA HOUSING	\$ 5,000	\$ -			\$ -			\$ 5,000	\$ 5,000			\$ 5,000	\$ 5,000	\$ -	
350	INDOOR SWIMMING POOL	\$ 216,500	350	INDOOR SWIMMING POOL	\$ 270,000	\$ (53,500)			\$ (53,500)			\$ 216,500	\$ 270,000			\$ 216,500	\$ 270,000	\$ (53,500)	\$ 53,500
602	WATER	\$ 6,337,918	602	WATER	\$ 2,865,850	\$ 3,472,068	\$ 35,000	\$ (4,783)	\$ 3,511,851	\$ -	\$ 90,000	\$ 6,372,918	\$ 2,951,067	\$ -	\$ -	\$ 6,372,918	\$ 2,951,067	\$ 3,421,851	\$ (3,421,851)
604	WASTE WATER	\$ 4,983,378	604	SEWER	\$ 3,321,827	\$ 1,661,551	\$ 51,000	\$ (31,124)	\$ 1,743,675	\$ -	\$ 150,000	\$ 5,034,378	\$ 3,440,703	\$ -	\$ -	\$ 5,034,378	\$ 3,440,703	\$ 1,593,675	\$ (1,593,675)
606	AIRPORT	\$ 162,215	606	AIRPORT	\$ 271,337	\$ (109,122)	\$ 24,122	\$ (12,800)	\$ (72,200)	\$ -	\$ 1,197	\$ 186,337	\$ 259,734	\$ -	\$ -	\$ 186,337	\$ 259,734	\$ (73,397)	\$ 73,397
612	SANITATION	\$ 2,409,800	612	SANITATION	\$ 2,633,294	\$ (223,494)	\$ 157,800	\$ (2,970)	\$ (62,724)	\$ -	\$ -	\$ 2,567,600	\$ 2,630,324	\$ -	\$ -	\$ 2,567,600	\$ 2,630,324	\$ (62,724)	\$ 62,724
613	CORN PALACE	\$ 1,528,730	613	CORN PALACE	\$ 1,698,447	\$ (169,717)	\$ 113,640	\$ (20,231)	\$ (35,846)	\$ (34,154)	\$ (20,000)	\$ 1,608,216	\$ 1,658,216	\$ -	\$ -	\$ 1,608,216	\$ 1,658,216	\$ (50,000)	\$ 50,000
614	GOLF COURSE	\$ 498,900	614	GOLF COURSE	\$ 531,664	\$ (32,764)	\$ 13,500	\$ 134,888	\$ (154,152)	\$ (9,000)	\$ (2,311)	\$ 503,400	\$ 664,241	\$ -	\$ (20,000)	\$ 503,400	\$ 644,241	\$ (140,841)	\$ 140,841
619	CAMPGROUND	\$ 94,200	619	CAMPGROUND	\$ 101,506	\$ (7,306)	\$ 18,300	\$ (1,500)	\$ 12,494	\$ -	\$ -	\$ 112,500	\$ 100,006	\$ -	\$ -	\$ 112,500	\$ 100,006	\$ 12,494	\$ (12,494)
621	EMS FUND	\$ 1,417,000	621	EMS FUND	\$ 1,623,512	\$ (206,512)	\$ 181,812	\$ (24,700)	\$ -	\$ -	\$ -	\$ 1,598,812	\$ 1,598,812	\$ -	\$ -	\$ 1,598,812	\$ 1,598,812	\$ -	
Subtotals		\$ 49,800,625			\$ 54,197,311	\$ (4,396,686)	\$ 2,061,533	\$ (13,860)	\$ (2,321,293)	\$ 567,480.00	\$ 269,307.00	\$ 52,429,638	\$ 54,452,758	\$ 359,736	\$ 319,736	\$ 52,789,374	\$ 54,772,494	\$ (1,461,227)	\$ 1,461,227
Contingency History			GF Cash Applied from Restricted Funds			\$ 2,165,807	Other Funds Cash Applied			\$ (256,084)									
Year	Budget	Actual	GF	Future Capital Projects Fund: Jetty (\$500,000); Lake Mitchell Drawdown (\$995,737)		\$ 1,495,737	airport	towards capital project/ operations		\$ 73,397									
			GF	Towards STP Eligible Projects		\$ 455,783	CAMP	towards reserves		\$ (12,494)									
2024	\$ 804,628		GF	STP Funds		\$ 214,287	CP	Corn Palace Reserves		\$ 50,000									
2022	\$ 844,764	\$ 830,653					CS	operational		\$ 170,408									
2021	\$ 836,910	\$ 744,358		STIP Projects			Ent Tax	Street Scape beautification & Plaza		\$ 20,805									
2020	\$ 882,696	\$ 453,675		Chip Seal Aggregate		\$ 77,000	E911	Cash from CARES act funds - capital & operational		\$ 156,310									
2019*	\$ 853,394	\$ 453,675		Chip Seal Asphalt		\$ 310,000	golf	towards phase II & golf course repayment		\$ 140,841									
2018	\$ 691,788	\$ 272,750		Street Overlay Maint		\$ 1,585,075	Lake	Lake Mitchell- Jetty funds from GF		\$ 1,000,000									
2017	\$ 713,674	\$ 506,500		asphalt mix		\$ 80,000	Lake	Lake Mitchell- funds for drawdown		\$ 2,548,480									
2016	\$ 462,563	\$ 293,593		Gravel Base		\$ 280,000	Nutrition	operational		\$ 46,975									
				Rubber Crack Sealer		\$ 38,500	Indoor Pool	Debt Service		\$ 53,500									
				Total Costs:		\$ 2,370,575	Park	Lifequest Funded Projects		\$ 98,000									
				Less STIP 2024 Revenue		\$ 550,000	Water	Amount Added to reserves		\$ (3,421,851)									
				Reserves in STP		\$ 214,287	Waste Water	Amount Added to reserves		\$ (1,593,675)									
				Reserves for Road Projects		\$ 455,783	Sanitation			\$ 62,724									
				Remainder from General Fund		\$ 1,606,288	Park	towards capital projects from HI savings		\$ 423,893									

City of Mitchell Capital Improvement Plan FY2024															
Category	Project	Description	Fund	Department	Division	Professional Services Request	Requested Budget	CIP in Annual Budget	Professional Services in Proposed Budget	Grants/ Donations	Assigned Reserve	SRF Bond Financing	STIP	Enterprise or Special Fund Revenue	General Fund Supported
Equipment		AED Replacements, batteries & Patches	General	HR	HR		\$ 5,250	\$ 5,250							\$ 5,250
Equipment		Switch for Public Safety Server Room	General	Administration	IT		\$ 6,500	\$ 6,500							\$ 6,500
Equipment		NVR (recording for Video) upgrades	General	Administration	IT		\$ 15,000	\$ 15,000							\$ 15,000
Equipment		Replacement of Dept Head Surface Pros	General	Administration	IT		\$ 16,500	\$ 16,500							\$ 16,500
Equipment		NVR & Cameras at Lake & Watertower	General	Administration	IT		\$ 7,500	\$ 7,500							\$ 7,500
Equipment		IT Server	General	Administration	IT		\$ 15,000	\$ 15,000							\$ 15,000
Equipment		Cameras & Door Controls at Sports Complex & Hitchcock Park	General	Administration	IT		\$ 21,480	\$ 21,480							\$ 21,480
Equipment		Blocks for Walls at Shooting Range	General	Police	Police		\$ 4,900	\$ 4,900							\$ 4,900
Equipment		Power DMS Software	General	Police	Police		\$ 11,894	\$ 11,894							\$ 11,894
Equipment		Chevy Tahoe- Police Vehicle	General	Police	Police		\$ 53,000	\$ 53,000							\$ 53,000
Equipment		Chevy Tahoe- Police Vehicle	General	Police	Police		\$ 53,000	\$ 53,000							\$ 53,000
Equipment		Chevy Tahoe- Police Vehicle	General	Police	Police		\$ 53,000	\$ 53,000							\$ 53,000
Infrastructure	1st & 7th Signal Lights	1st & 7th Signal Light Replacements	General	Public Works	Traffic		\$ 1,150,000	\$ 575,000							\$ 575,000
Equipment		Forklift	General	Public Works	Traffic		\$ 17,000	\$ 17,000							\$ 17,000
Equipment		Battery Back up for 7th & Sanborn	General	Public Works	Traffic		\$ 9,000	\$ 9,000							\$ 9,000
Equipment		Crosswalk RRFB	General	Public Works	Traffic		\$ 40,000	\$ 20,000							\$ 20,000
Equipment		Graco Line Driver- Paint Striper	General	Public Works	Traffic		\$ 9,000	\$ 9,000							\$ 9,000
Equipment		7 new gear sets	General	Fire/EMS	Fire		\$ 28,205	\$ 28,205							\$ 28,205
Equipment		Rescue Boat	General	Fire/EMS	Fire		\$ 31,800	\$ 31,800							\$ 31,800
Equipment		Motorola Radio Replacements	General	Fire/EMS	Fire		\$ 63,561	\$ 63,561							\$ 63,561
Equipment		Dump Truck Replacement	General	Public Works	Street		\$ 235,000	\$ 235,000							\$ 235,000
Equipment		Air Compressor Replacement	General	Public Works	Street		\$ 28,000	\$ -							\$ -
Equipment		Bobcat with Attachments	General	Public Works	Street		\$ 105,000	\$ 105,000							\$ 105,000
Equipment		Crack Sealing Machine	General	Public Works	Street		\$ 90,000	\$ 90,000							\$ 90,000
Infrastructure		Gravel-Base (purchased)	General	Public Works	Street		\$ 30,000	\$ 30,000							\$ 30,000
Infrastructure		Rubber Crack Sealer	General	Public Works	Street		\$ 38,500	\$ 38,500							\$ 38,500
Infrastructure		Asphalt Mix	General	Public Works	Street		\$ 100,000	\$ 80,000							\$ 80,000
Equipment		used Pick up	General	Public Works	PW Admin		\$ 40,000	\$ 40,000							\$ 40,000
Equipment		Pictometry (2nd of 3 payments)	General	Public Works	PW Admin		\$ 12,000	\$ 12,000							\$ 12,000
Infrastructure		Chip Seal Aggregate	General	Public Works	Street & Sidewalk		\$ 77,000	\$ 77,000							\$ 77,000
Infrastructure		Chip Seal Asphalt	General	Public Works	Street & Sidewalk		\$ 310,000	\$ 310,000					\$ 310,000		\$ -
Infrastructure		Gravel- Base (crushed)	General	Public Works	Street & Sidewalk		\$ 250,000	\$ 250,000							\$ 250,000
Infrastructure	4th, 2nd, RR & Main	Street Overlay	General	Public Works	Street & Sidewalk		\$ 965,000	\$ 965,000			\$ 455,783		\$ 392,049		\$ 117,168
Infrastructure	Street Overlay	Wisconsin 12- 15	General	Public Works	Construction		\$ 62,238	\$ 62,238					\$ 62,238		\$ -
Infrastructure	Street Overlay	Wallace Hanson to south	General	Public Works	Street & Sidewalk		\$ 64,538	\$ 64,538							\$ 64,538
Infrastructure	Street Overlay	Kippes Cove	General	Public Works	Street & Sidewalk		\$ 122,688	\$ 122,688							\$ 122,688
Infrastructure	Street Overlay	Sawgrass	General	Public Works	Street & Sidewalk		\$ 63,438	\$ 63,438							\$ 63,438
Infrastructure	Street Overlay	Quince West of Miller	General	Public Works	Street & Sidewalk		\$ 142,688	\$ 142,688							\$ 142,688
Infrastructure	Street Overlay	1st- Burr to Main	General	Public Works	Street & Sidewalk		\$ 149,488	\$ 149,488							\$ 149,488
Infrastructure	Bike Paths	Golf Course/Cemetery (1950 feet 8' wide)	General	Public Works	Street & Sidewalk		\$ 150,000	\$ 150,000							\$ 150,000
Infrastructure	Bike Paths	Dog Park Sidewalk (230 feet 8' wide)	General	Public Works	Street & Sidewalk		\$ 25,000	\$ 25,000							\$ 25,000
Infrastructure	West End Bridge	Maintenance Project- BIG grant	General	Public Works	Street & Sidewalk		\$ 318,000	\$ 318,000		\$ 253,804					\$ 64,196
Professional	Gun Range Project	New Gun Range Construction	General	Public Works	Street & Sidewalk	\$ 100,000			\$ -						\$ -
Equipment		Replace one way blades	General	Public Works	Snow Removal		\$ 20,000	\$ 20,000							\$ 20,000
Infrastructure	3rd & Main	Storm Drainage Improvements. (amount over budget when bid was awarded)	General	Public Works	Storm Drainage		\$ 70,000	\$ 70,000							\$ 70,000
Infrastructure	Spruce RR Crossing	Storm Drainage Improvements. (amount over budget when bid was awarded)	General	Public Works	Storm Drainage		\$ 30,000	\$ 30,000							\$ 30,000
Infrastructure	4th, 2nd, RR & Main	Storm Drainage Improvements	General	Public Works	Storm Drainage		\$ 520,000	\$ 520,000							\$ 520,000
Facility Improvement		Replace Siding & Insulation in Cemetery Offices	General	Park & Recreation, Cemetery & Golf	Cemetery		\$ 20,000	\$ 20,000							\$ 20,000
Facility Improvement		Replace & Widen Overhead Door in Cemetery Offices	General	Park & Recreation, Cemetery & Golf	Cemetery		\$ 7,000	\$ 7,000							\$ 7,000
Professional		Design Improvements for Cemetery Expansion	General	Park & Recreation, Cemetery & Golf	Cemetery	\$ 15,000			\$ -						\$ -
Facility Improvement		New Public Restroom Facility in Cemetery by Veterans Cemetery	General	Park & Recreation, Cemetery & Golf	Cemetery		\$ 72,000	\$ -							\$ -
Equipment		Payloader (shared with Golf)	General	Park & Recreation,	Cemetery		\$ 44,000	\$ -							\$ -
Equipment		Snowblower for 4WD toro	General	Park & Recreation,	Cemetery		\$ 10,900	\$ 10,900							\$ 10,900
Equipment		Scan Pro 3500 Microfilm Scanner	General	Library	Library		\$ 9,500	\$ -							\$ -
Equipment		Books	General	Library	Library		\$ 47,000	\$ 47,000							\$ 47,000
Equipment		Audio/Visual Equipment	General	Library	Library		\$ 4,000	\$ 4,000							\$ 4,000

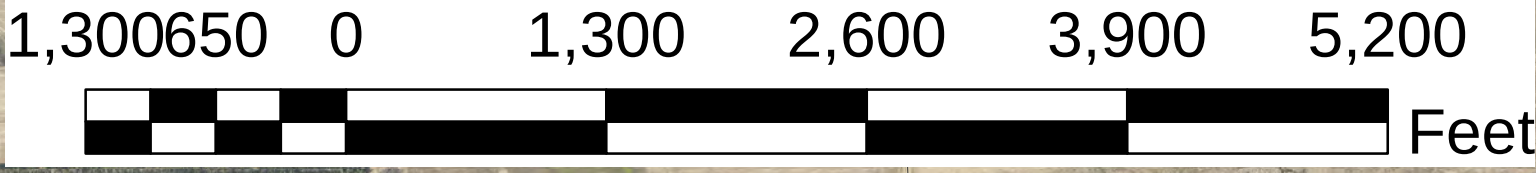
City of Mitchell Capital Improvement Plan FY2024															
Category	Project	Description	Fund	Department	Division	Professional Services Request	Requested Budget	CIP in Annual Budget	Professional Services in Proposed Budget	Grants/ Donations	Assigned Reserve	SRF Bond Financing	STIP	Enterprise or Special Fund Revenue	General Fund Supported
Equipment		E-books	General	Library	Library		\$ 21,650	\$ 21,650							\$ 21,650
Facility Improvement		Paint inside of Aquatics Building	Park	Cemetery & Golf	Recreation & Aquatics		\$ 15,000	\$ 15,000							\$ 15,000
Facility Improvement		Replace Sand in sand filters	Park	Cemetery & Golf	Recreation & Aquatics		\$ 20,000	\$ 20,000							\$ 20,000
Facility Improvement		Lighting- Rec Center	Park	Cemetery & Golf	Recreation Center		\$ 12,000	\$ 12,000			\$ 12,000				\$ -
Facility Improvement		Carpet- Rec Center	Park	Cemetery & Golf	Recreation Center		\$ 10,000	\$ 10,000			\$ 10,000				\$ -
Facility Improvement		Tile Flooring- Rec Center	Park	Cemetery & Golf	Recreation Center		\$ 51,000	\$ 51,000			\$ 51,000				\$ -
Facility Improvement		Paint hallways/lobby- Rec Center	Park	Park & Recreation,	Recreation Center		\$ 5,000	\$ 5,000			\$ 5,000				\$ -
Facility Improvement		Youth Space Improvements: Climbing Wall, Mats, Obstacle Course & Cubbies	Park	Park & Recreation, Cemetery & Golf	Recreation Center		\$ 20,000	\$ 20,000			\$ 20,000				\$ -
Facility Improvement		Irrigation Pumps at Cadwell	Park	Park & Recreation,	Sports Complex		\$ 150,000	\$ 150,000							\$ 150,000
Equipment		Line Painter for Sports Fields	Park	Park & Recreation,	Sports Complex		\$ 26,000	\$ 26,000							\$ 26,000
Equipment		Batteries & Controllers for Bumper Cars	Park	Park & Recreation,	Sports Complex		\$ 8,000	\$ 8,000							\$ 8,000
Equipment		Mower- on field mowing	Park	Park & Recreation,	Sports Complex		\$ 92,000	\$ 92,000							\$ 92,000
Facility Improvement		A/C for Patton Young Park	Park	Cemetery & Golf	Parks		\$ 6,500	\$ 6,500							\$ 6,500
Facility Improvement		Gainer Playground Equipment Replacement	Park	Park & Recreation, Cemetery & Golf	Parks		\$ 90,000	\$ -							\$ -
Facility Improvement		Pickelball Courts	Park	Cemetery & Golf	Parks		\$ 400,000	\$ 400,000		\$ 302,000					\$ 98,000
Facility Improvement		Retaining Wall at Public Beach	Park	Park & Recreation,	Parks		\$ 25,000	\$ 25,000							\$ 25,000
Equipment		128" wide mower	Park	Cemetery & Golf	Parks		\$ 78,000	\$ 78,000							\$ 78,000
Equipment		Snow Blade for Payloader	Park	Cemetery & Golf	Parks		\$ 24,000	\$ 24,000							\$ 24,000
Equipment		Snow Plow for Pick Up	Park	Cemetery & Golf	Parks		\$ 10,500	\$ 10,500							\$ 10,500
Facility Improvement	Lake Mitchell	Drawdown Structure	Lake	Public Works			\$ 3,500,000	\$ 3,500,000			\$ 3,500,000				\$ -
Facility Improvement	Lake Mitchell	Jetty Construction Project	Lake	Public Works			\$ 2,500,000	\$ 2,500,000		\$ 1,000,000	\$ 1,500,000				\$ -
Facility Improvement		Streetscape - Landscaping	Entertainment Tax	Administration			\$ 250,000	\$ 250,000						\$ 250,000	\$ -
Equipment		4 new pc/workstation for dispatch console	E911	Police	E911		\$ 58,430	\$ 58,430			\$ 58,430				\$ -
Equipment		Dispatch Software	Community	Community Services	Palace Transit		\$ 48,472	\$ 48,472		\$ 38,778					\$ 9,694
Equipment		Tablets lockbox, cradle points & antennas	Community	Community Services	Palace Transit		\$ 38,400	\$ 38,400		\$ 30,700					\$ 7,700
Equipment		Bus Cameras	Community	Community Services	Palace Transit		\$ 6,000	\$ 6,000							\$ 6,000
Equipment		Bus Garage Cameras	Community	Community Services	Palace Transit		\$ 8,000	\$ 8,000							\$ 8,000
Equipment		Computer Replacements	Community	Community Services	Palace Transit		\$ 3,000	\$ 3,000							\$ 3,000
Facility Improvement		Rooftop Exit Access	Community Services	Community Services	JVCC		\$ 6,000	\$ 6,000							\$ 6,000
Professional	5th Avenue- Burr to Foster	Design of 5th Avenue from Burr to Foster	Water	Public Works	Collection	\$ 90,000			\$ 90,000					\$ -	\$ -
Infrastructure	4th, 2nd, RR & Main	Water Improvements	Water	Public Works	Collection		\$ 250,000	\$ 250,000						\$ 250,000	\$ -
Infrastructure		Valve Replacements	Water	Public Works	Collection		\$ 105,000	\$ 105,000						\$ 105,000	\$ -
Infrastructure		Water Meters	Water	Public Works	Collection		\$ 40,000	\$ 40,000						\$ 40,000	\$ -
Professional	5th Avenue- Burr to	Design of 5th Avenue from Burr to Foster	Waste Water	Public Works	Collection	\$ 150,000			\$ 150,000					\$ -	\$ -
Infrastructure		Manhole Rehabilitation	Waste Water	Public Works	Collection		\$ 100,000	\$ 100,000						\$ 100,000	\$ -
Infrastructure		CIPP Replacements	Waste Water	Public Works	Collection		\$ 200,000	\$ 200,000						\$ 200,000	\$ -
Infrastructure	4th, 2nd, RR & Main	Waste Water Improvements	Waste Water	Public Works	Collection		\$ 265,000	\$ 265,000						\$ 265,000	\$ -
Equipment		Mini Excavator	Sanitation	Public Works	Recycling		\$ 105,000	\$ 105,000						\$ 105,000	\$ -
Equipment		Transfer Trailer	Sanitation	Public Works	Recycling		\$ 100,000	\$ 100,000						\$ 100,000	\$ -
Equipment		Pickup	Sanitation	Public Works	Collection		\$ 40,000	\$ 40,000						\$ 40,000	\$ -
Equipment		Garbage Truck	Sanitation	Public Works	Collection		\$ 385,000	\$ 385,000						\$ 385,000	\$ -
Equipment		Tire Chopper	Sanitation	Public Works	Landfill		\$ 34,000	\$ 34,000						\$ 34,000	\$ -
Facility Improvement	Phase II Golf Course	Additional Funds Needed for Phase II	Golf	Park & Recreation,	Golf		\$ 180,000	\$ 180,000						\$ 180,000	\$ -
Equipment		Payloader (shared with Golf)	Golf	Park & Recreation,	Golf		\$ 44,000	\$ -						\$ -	\$ -
Equipment		Reel Grinders	Golf	Park & Recreation,	Golf		\$ 25,000	\$ 25,000						\$ 25,000	\$ -
Equipment		Greens Reels	Golf	Park & Recreation,	Golf		\$ 11,000	\$ 11,000						\$ 11,000	\$ -
Facility Improvement		Irrigation Filter System	Golf	Park & Recreation,	Golf		\$ 5,000	\$ 5,000						\$ 5,000	\$ -
Equipment		Replace Dock	Campground	Park & Recreation,	Campground		\$ 30,000	\$ 30,000						\$ 30,000	\$ -
					Totals	\$ 355,000	\$ 15,246,520	\$ 14,344,020	\$ 240,000	\$ 1,625,282	\$ 5,612,213	\$ -	\$ 764,287	\$ 2,125,000	\$ 4,217,238

City of Mitchell Capital Improvement Plan FY2024															
Category	Project	Description	Fund	Department	Division	Professional Services Request	Requested Budget	CIP in Annual Budget	Professional Services in Proposed Budget	Grants/Donations	Assigned Reserve	SRF Bond Financing	STIP	Enterprise or Special Fund Revenue	General Fund Supported
Total By Type	Requested Budget	Annual Budget	Reductions Made												
Infrastructure	\$ 5,598,578	\$ 5,003,578	\$ (595,000)												
Equipment	\$ 2,303,442	\$ 2,157,942	\$ (145,500)												
Facility Improvement	\$ 7,344,500	\$ 7,182,500	\$ (162,000)												
Professional	\$ 355,000	\$ 240,000	\$ (115,000)												
Totals	\$ 15,601,520	\$ 14,584,020	\$ (1,017,500)	\$ 14,344,020											
Total By Fund	Requested Budget	Annual Budget	Special Revenue Funds	Enterprise Funds											
General Fund	\$ 5,866,218	\$ 5,097,718													
Park & Rec	\$ 1,043,000	\$ 953,000	\$ 953,000												
Lake Fund	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000												
E911	\$ 58,430	\$ 58,430	\$ 58,430												
EMS	\$ -	\$ -		\$ -											
Entertainment Tax	\$ 250,000	\$ 250,000	\$ 250,000												
Community Services	\$ 109,872	\$ 109,872	\$ 109,872												
Nutrition	\$ -	\$ -	\$ -												
Airport	\$ -	\$ -		\$ -											
Water	\$ 395,000	\$ 395,000		\$ 395,000											
Waste Water	\$ 565,000	\$ 565,000		\$ 565,000											
Sanitation	\$ 664,000	\$ 664,000		\$ 664,000											
Golf	\$ 265,000	\$ 221,000		\$ 221,000											
Campground	\$ 30,000	\$ 30,000		\$ 30,000											
Corn Palace	\$ -	\$ -		\$ -											
Totals	\$ 15,246,520	\$ 14,344,020	\$ 7,371,302	\$ 1,875,000											
Total (with professional services)	\$ 15,601,520	\$ 14,584,020													
Change		\$ (1,017,500)													

2024 Chip Seal

Legend

2024 Chip Seal





Location of
Proposed Parking
Lot Improvements





Location of Proposed
Sidewalk Reroute

Ave

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:	November 6, 2023	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & First Reading on Ordinance #O2023-10, Rezoning Lot 1 of R L Decker 1<sup>st</sup> Addition in the SE ¼ of Section 29, T 103 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota from HB Highway Business District to UD Urban Development 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 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 District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (land abutting 2400 and 2424 W Spruce owned by NJM Properties LLC).

Planning Commission motioned to recommended approval; all present voting aye. Motion carried.

See Planning Commission Unsigned Minutes 10-23-23.		

ORDINANCE NO. O2023-10

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL 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.

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 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.

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: November 6, 2023

SECOND READING: November 20, 2023

ADOPTION: November 20, 2023

Published: _____



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 HB District to UD 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 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

Property Address: None

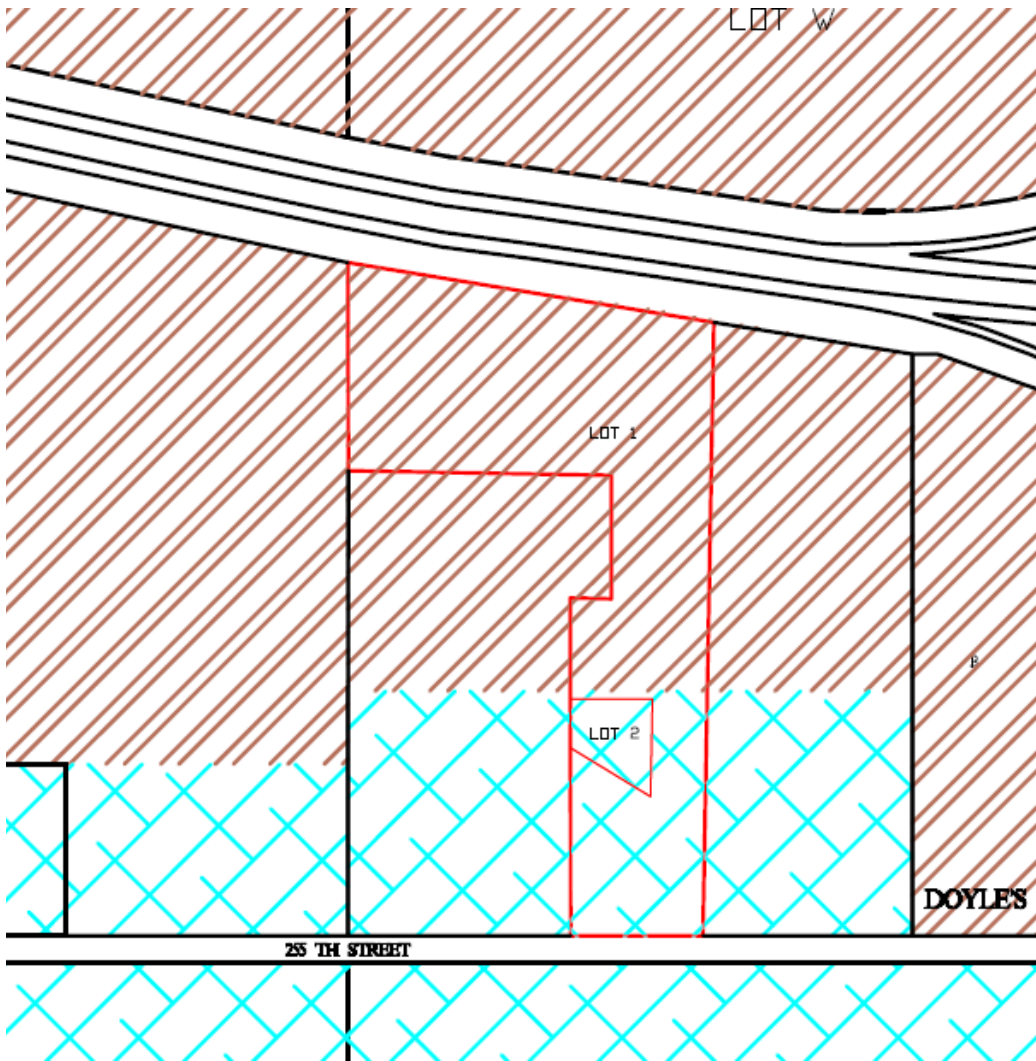
Dated this 25th of August, 2023

NJM Properties LLC
APPLICANT

A handwritten signature in black ink, appearing to read "NJM Properties LLC", is written over a horizontal line.

OWNER





NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday October 23, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, November 6, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 20, 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 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.

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 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.

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: November 6, 2023

SECOND READING: November 20, 2023
ADOPTION: November 20, 2023

Published three times: October 11 and 25, 2023 and November 8, 2023.
Approximate Costs:

NJM Properties LLC
25462 Cornerstone Ave
Mitchell, SD 57301

James & Julie Thue
25445 407th Ave
Mitchell, SD 57301

Steven & Lynette Shattuck
422 W 5th Ave
Mitchell, SD 57301

Merl & Diane Bechen
2520 W Spruce St
Mitchell, SD 57301

Canice Cross
2424 W Spruce St
Mitchell, SD 57301

Thomas & Shirley Flint
2440 W Spruce St
Mitchell, SD 57301

Shawn & Lana Hart
PO Box 905
Mitchell, SD 57301

Christopher & Aimee Nebelsick
25830 408th Ave
Mitchell, SD 57301

October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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).

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday October 23, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, November 6, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 20, 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 NJM Properties LLC
OWNER

2400 W Spruce
Mailing: 25462 Cornerstone Ave Mitchell
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:



October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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).

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday October 23, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, November 6, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 20, 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 Thomas & Shirley Flint
OWNER

2440 W. Spruce St
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

September 13, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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).

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday September 25, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, October 2, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, October 16, 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 Merl Reche
OWNER

2520 West Spruce
ADDRESS

X APPROVE

X DISAPPROVE

} Need More information

COMMENTS: Would like to know the reason for the Zoning change. Also what we can expect for drainage on the land.

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:

ORDINANCE NO. O2023-11

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; 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; be changed from UD Urban Development District to Lot S, Maui Farms Second Addition Planned Development 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, 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; be changed from UD Urban Development District to Lot S, Maui Farms Second Addition Planned Development 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: November 6, 2023

SECOND READING: November 20, 2023

ADOPTION: November 20, 2023

PUBLISHED: _____



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

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

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

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

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

Applicant is request to rezone property from UD District to Lot S, Maui Farms Second Addition Planned Development 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: 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

Property Address: None

Dated this 20th of September, 2023

Chuck Mauszycki Sr
APPLICANT

Maui Farms Inc
OWNER



NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday October 23, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, November 6, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 20, 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; 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; be changed from UD Urban Development District to Lot S, Maui Farms Second Addition Planned Development 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; 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; be changed from UD Urban Development District to Lot S, Maui Farms Second Addition Planned Development 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: November 6, 2023

SECOND READING: November 20, 2023
ADOPTION: November 20, 2023

Published three times: October 11 and 25, 2023 and November 8, 2023.
Approximate Costs:

Maui Farms Inc
3240 Maui Dr
Mitchell, SD 57301

Thomas & Harriett Starr
24936 406th Ave
Mitchell, SD 57301

Jarret Smith
Danielle Hoffman
3321 Maui Dr
Mitchell, SD 57301

Schmit Ag Inc
41345 235th St
Artesian, SD 57314

Tim & Gina Hawkins
2925 Dailey Dr
Mitchell, SD 57301

Brian & Colleen Hunt
3208 Maui Dr
Mitchell, SD 57301

Luke & Natalie Mushitz
730 N Harmon Dr
Mitchell, SD 57301

Jayson & Jaclyn Plamp
3001 Maui Dr
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Maui Farms Inc is requesting the following property legally described as; 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; be changed from UD Urban Development District to Lot S, Maui Farms Second Addition Planned Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME (land abutting to the northwest of 5829 Sam St).

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday October 23, 2023 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, November 6, 2023 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 20, 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

Maui Farms Inc Alpha Pres
OWNER

3240 Maui Dr

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: 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:

ORDINANCE #O2023-12

An Ordinance amending 10-9D-1 Legal Description, Lot S, Maui Farms Second Addition Planned Development District, Title 10 Zoning Regulations, City of Mitchell Municipal Code

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1.

That 10-9D-1: Legal Description, be amended by changing “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota.” to “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota”: so to be read as follows: so to be read as follows:

10-9D-1: LEGAL DESCRIPTION:

Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Section 2.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: November 6, 2023

SECOND READING: November 20, 2023

ADOPTION: November 20, 2023

PUBLISHED: _____



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

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

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

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

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

Applicant is request to rezone property from 10-9D-1 Legal Description-Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota District to 10-D-1 Legal Description Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota 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 S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Property Address: Multiple

Dated this 20th of September, 2023

Chuck Mauszycki Sr
APPLICANT

Maui Farms Inc
OWNER



NOTICE OF HEARING

TO: The City of Mitchell Planning Commission, City Council of the City of Mitchell, and the General Public.

You are hereby notified that the following proposed ordinance will be heard and considered by the City Planning Commission on Monday, October 23, 2023 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, November 6, 2023 at 6:00 pm and consider second reading and final adoption on Monday, November 20, 2023 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

ORDINANCE O2023-

An Ordinance amending 10-9D-1 Legal Description, Lot S, Maui Farms Second Addition Planned Development District, Title 10 Zoning Regulations, City of Mitchell Municipal Code

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1.

That 10-9D-1: Legal Description, be amended by changing “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota.” to “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota”: so to be read as follows:

10-9D-1: LEGAL DESCRIPTION:

Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Section 2.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2023.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: November 6, 2023

SECOND READING: November 20, 2023

ADOPTION: November 20, 2023

Published three times: October 11 and 25, 2023 and November 8, 2023.

Approximate Costs:

Maui Farms Inc
3240 Maui Dr
Mitchell, SD 57301

Chuck & Priscilla Stevenson
114 S Harmon Dr
Mitchell, SD 57301

Jarret Smith
Danielle Hoffman
3321 Maui Dr
Mitchell, SD 57301

Schmit Ag Inc
41345 235th St
Artesian, SD 57314

Tim & Gina Hawkins
2925 Dailey Dr
Mitchell, SD 57301

Brian & Colleen Hunt
3208 Maui Dr
Mitchell, SD 57301

Luke & Natalie Mushitz
730 N Harmon Dr
Mitchell, SD 57301

Jayson & Jaclyn Plamp
3001 Maui Dr
Mitchell, SD 57301

Richard Rozum
Kevin Johnson
3332 Canal Cr
Mitchell, SD 57301

Todd & Heidi Kludt
3000 Maui Dr
Mitchell, SD 57301

James & Joyce Stewart
181 S Harmon Dr
Mitchell, SD 57301

Kevin Kouf
1306 Roland Ln
Mitchell, SD 57301

Linda & Gary Endorf
57 S Harmon Dr
Mitchell, SD 57301

Randy & Ardis Oldenkamp
94 N Harmon Dr
Mitchell, SD 57301

Justin & Megan Luther
111 S Harmon Dr
Mitchell, SD 57301

Craig & Susan Bennett
3109 Maui Dr
Mitchell, SD 57301

Rick Snedeker
Patricia Aylward
3340 Canal Cr
Mitchell, SD 57301

Stephen Peschong
5601 Island Ct
Mitchell, SD 57301

Robert & Bonita Martin
5600 Island Ct
Mitchell, SD 57301

Brian & Kathy Raecke
2901 Dailey Dr
Mitchell, SD 57301

October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Maui Farms Inc is requesting to amend Lot S, Maui Farms Second Addition Planned Development District by changing 10-9D-1 Legal Description from “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota.” to “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, October 23, 2023 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, November 6, 2023 at 6:00 pm and consider second reading and final adoption on Monday, November 20, 2023 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

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 Owner Pres

OWNER

3240 Maui Dr

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Maui Farms Inc is requesting to amend Lot S, Maui Farms Second Addition Planned Development District by changing 10-9D-1 Legal Description from “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota.” to “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, October 23, 2023 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, November 6, 2023 at 6:00 pm and consider second reading and final adoption on Monday, November 20, 2023 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

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 RICHARD RORUM
OWNER

5815 SAM STREET / 3332 CANAL CIRCLE

ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Maui Farms Inc is requesting to amend Lot S, Maui Farms Second Addition Planned Development District by changing 10-9D-1 Legal Description from “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota.” to “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, October 23, 2023 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, November 6, 2023 at 6:00 pm and consider second reading and final adoption on Monday, November 20, 2023 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

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

Rick Snedeker [Signature]
OWNER

3340 Canal Cir. Mitchell, SD 57301

ADDRESS

✓ APPROVE

 DISAPPROVE

COMMENTS:

October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Maui Farms Inc is requesting to amend Lot S, Maui Farms Second Addition Planned Development District by changing 10-9D-1 Legal Description from “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota.” to “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

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

I/We

Todd & Heidi Kludt
OWNER

3000 Maui Dr. Mitchell SD
ADDRESS

+ 5811 Sam St.

X APPROVE

____ DISAPPROVE

COMMENTS:

October 12, 2023

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Maui Farms Inc is requesting to amend Lot S, Maui Farms Second Addition Planned Development District by changing 10-9D-1 Legal Description from “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota.” to “Lot S, Maui Farms Second Addition, A Subdivision of the Southeast Quarter (SE $\frac{1}{4}$), Section 31, and Previously Platted Lot 4 in the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, Township 104 North, Range 60 W of the 5th P.M., Portions of which lie within the city limits of Mitchell, Davison County, South Dakota and 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 $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, October 23, 2023 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, November 6, 2023 at 6:00 pm and consider second reading and final adoption on Monday, November 20, 2023 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

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

Kathy Dufrenoy
OWNER

5803 Sam St

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS: