



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
February 5, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Harvest Community**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**

Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.

 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Raffle Permits**
 - D. Vehicle for Hire Application for the Kongo Klub**
 - E. Acceptance of DANR Trees Grant**
 - F. Authorization to Apply for the 2024 South Dakota Homeland Security Grant**
 - G. Purchase of Out Front Mower for Parks Department off of Sourcewell Contract**
 - H. Volunteer Board Appointments**
 - Appoint Sandi Floyd to the Housing & Redevelopment Commission to fill an unexpired term to run February 2024-December 31, 2026
 - I. Approval of City Volunteers**
 - J. Change Order #1 to Rice Lake West for Above Ground Storage Tank Project #2020-20**
 - K. Change Order #1 to Dockendorf Equipment Co., Inc. for Fuel Tank Replacement Project #2021-51**
 - L. Pay Estimates**
 - M. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 6. Motion To Approve, Request Public Comment, Roll Call**
- 7. Citizens Input**

If you need to address the Mayor and members of the City Council on an item that was

not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.

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

A. Hearing and Action on an Application for Levi Fisher-Variance Permit

Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 601 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

B. Action to Set Date for Board of Adjustment Hearing 2-20-24

Kayla Fluth has applied for a Variance Permit for a side yard setback of 1' vs 3' to tear down existing garage and build a new 20' x 24' garage; located at 802 W 2nd Ave, legally described as Lot 15, Block 92, Lawler's 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

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

10. Action to Award Bid for East Spruce Street Project #2019-39

11. Action to Approve Purchase of Equipment for Mitchell Regional Landfill

12. Action to Approve Mitchell Regional Landfill Waiver

13. Action to Approve Release of Notice of Lis Pendens (201 E 9th)

14. Action to Approve Agreement #A2024-06, Mitchell Municipal Airport AIP#3-46-0037-032-2024 with Helms & Associates

15. Action to Approve Agreement #A2024-08, James Valley Drug Task Force Joint Powers Agreement

16. Action to Approve Agreement #A2024-09, Tornado Safe Room Grant Award Project #2023-33 with SD Department of Emergency Management

17. Action on Agreement #A2024-10, Tax Increment District 32 Developer Agreement

18. Action to Approve Resolution #R2024-05, Plat of Tract 1 of Gene's Addition in the NW 1/4 of Section 34, T 104 N, R 61 W of the 5th P.M., Davison County, South Dakota

19. Action to Approve Resolution #R2024-08, Fees and Charges at Mitchell Regional Landfill

20. Action to Approve Resolution #R2024-09, Annexation of a parcel owned by the City of Mitchell described as A portion of Lot 3 bounded by the following points and lines- beginning at the Northeast corner of Lot 3A of D.R. Kiner's First Addition and also being the Point of Beginning, thence southeasterly along the eastern boundary line of Lot 3A of D.R. Kiner's First Addition a distance of 280.10 Feet until the point of intersection with the quarter line; thence easterly a distance of 84.00 Feet along

the quarter line until reaching the intersection of the quarter line and Irregular Tract 2; thence northwesterly a distance of 304.00 Feet along the western boundary of Irregular Tract 2; thence westerly a distance of 10.00 Feet back to the point of beginning all in the Southwest $\frac{1}{4}$ of Section 31, Township 104 North, Range 60 West of the 5th P.M., Davison County, South Dakota

- 21. Second Reading on Ordinance #O2024-01, Amending the Composition of the Business Improvement District 4 Board**
- 22. Motion to Adopt Ordinance #O2024-01, Request Public Comment, Roll Call**
- 23. Council Update/ Discussion on Corn Palace Mechanical Repairs and Seating**
- 24. Adjourn**

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

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

**January 16, 2024
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 Goldammer, seconded by McCardle, to approve the following items on the consent agenda:

- a. City Council Minutes
 - 1. City Council January 2, 2024.
- b. Committee Reports
 - 1. Planning Commission December 11, 2023 and
 - 2. Planning Commission January 8, 2024 (unsigned).
- c. Department Reports
 - 1. Sales Tax Collections (December),
 - 2. Finance (December),
 - 3. Building Permits (December),
 - 4. Police (December),
 - 5. Fire (December),
 - 6. Code Enforcement (December),
 - 7. Water (December), and
 - 8. Airport (December).
- d. MADC Quarterly Report.
- e. Raffle Permits
 - 1. DWU Campus Ministry with the drawing to be held in January and February 2024.
- f. Authorize creation of Special Revenue Fund: 209-BID #4 Fund.
- g. Authorization to apply for Title III C1 and C2 Adult Nutrition Grant funds.
- h. Authorize application for a Department of Agriculture and Natural Resources Local Freight Truck Rebate Program.
- i. Volunteer Board Appointments
 - 1. Reappoint Larry Jirsa to the Business Improvement District #3 Board for a term of January 2024 to December 31, 2026,
 - 2. Reappoint Matt Doerr to the Business Improvement District #3 Board for a term of January

- 2024 to December 31, 2026,
3. Reappoint Mark Vandenhoeck to the Business Improvement District #3 Board for a term of January 2024 to December 31, 2026,
 4. Reappoint Tonya Klingaman to the Business Improvement District #3 Board for a term of January 2024 to December 31, 2026,
 5. Appoint Jeff Smith to the Business Improvement District #3 Board for a term beginning January 2024,
 6. Appoint Stratton Havlik to the Planning & Zoning Commission to fill an unexpired term of January 2024-June 2025, and
 7. Appoint Jason Christensen to the Sports & Events Advisory Committee representing Dakota Wesleyan University effective January 2024.
- j. Change Order #2 for West Side Water Tower Improvements Schedule A Project #2021-03 increasing the contract amount by \$13,500.00 to Maguire Iron, adjust contract amount to \$457,640.00.
- k. Approval of Gas and Fuel Quotations

<u>Midway Service/Vollan Oil</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
On Road Diesel #2	1,500	1,500	\$2.8325	\$4,248.75
On Road Diesel #1	1,500	1,500	\$3.0625	\$4,593.75
Off Road Diesel #2	2,250	2,250	\$2.5595	\$5,758.87
Off Road Diesel #1	2,250	2,250	\$2.7895	\$6,276.37
Total Bid:				\$20,877.74

- l. Pay Estimates January 16, 2024
- Pay Estimate #4 in the amount of \$8,666.66 for Mitchell Airport Snow Removal #2019-53R2 contracted to Quality Cut Lawn & Snow,
- Pay Estimate #8 in the amount of \$373,103.82 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West,
- Pay Estimate #4 in the amount of \$55,282.00 for West Side Water Tower-Schedule A #2021-03 contracted to Maguire Iron,
- Pay Estimate #13 in the amount of \$190.00 for West Harmon Utility Improvements #2021-16 contracted to Brosz Engineering,
- Pay Estimate #13 in the amount of \$85.00 for Recycling Building #2021-30 contracted to Helms & Associates,
- Pay Estimate #19 in the amount of \$282,440.00 for North Wastewater Improvements #2021-31 contracted to PKG Contracting,
- Pay Estimate #4 in the amount of \$56,250.00 for Cadwell Park & Crow's Nest Shade Structure #2022-34 contracted to Rexwinkel Concrete,
- Pay Estimate #2 in the amount of \$9,500.00 for Lake Mitchell Jetty #2023-03 contracted to Shive Hattery,
- Pay Estimate #1 in the amount of \$7,222.50 for West End Bridge #2023-23 contracted to Brosz Engineering, and
- Pay Estimate #30 in the amount of \$11,158.88 for AIP '28 Airport ALP/Master Plan

contracted to Helms & Associates.

m. 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 DECEMBER 24, 2023 – JANUARY 6, 2024: City Council \$3,626.48, Mayor \$1,567.54, City Administrator \$6,369.23, Administrative Boards \$2,325.00, Attorney \$5,332.08, Finance \$14,126.51, Human Resources \$4,379.83, Municipal Building \$4,241.49, Information Technology \$3,515.76, Police \$81,308.53, Traffic \$5,049.24, Fire \$44,398.95, Street \$36,497.64, Public Works \$26,160.53, Cemetery \$5,354.53, Library \$18,583.80, Recreation & Aquatics \$6,458.96, Recreation Center \$18,911.73, Sports Complexes \$11,224.38, Parks \$13,741.53, Supervision \$6,397.31, Corn Palace \$31,356.70, E911 \$23,573.80, MVP \$570.34, Palace Transit \$30,586.71, JVCC \$1,660.07, Nutrition \$4,382.18, Airport \$4,223.51, Water Distribution \$14,728.71, Sewer \$14,532.69, Recycling Program \$7,671.24, Waste Collection \$7,688.43, Landfill \$10,459.17, Golf Course \$4,234.22, Emergency Medical Services \$39,159.93

NEW HIRES:

CORN PALACE: Emilie Ellis-\$11.20, Katie Stahl-\$11.20

ICE ARENA: Hudson Borgan-\$12.80, Esten Schlinggen-\$12.80

RECREATION & AQUATICS: Thomas Berg-\$13.20

RECREATION CENTER: Hudson Borgan-\$10.80, Layton Eide-\$11.20, Joseph King-\$11.20, Ethan McCune-\$12.20, Brenna Mockler-\$11.70, Addyson Moody-\$13.20, Jaylie Zoss-\$13.20

SALARY ADJUSTMENTS:

CORN PALACE: Elizabeth McCardle-\$13.20, Diane Mutziger-\$24.829

FINANCE: Kristi Schneider-\$20.36

FIRE: Paul Bernard-\$21.082, Daniel Prendable-\$23.271, Thomas Schaffner-\$26.213

GOLF: Alex Dagen-\$23.853

JVCC: Kimberly Berg-\$16.70, Corrine Goldammer-\$15.70, Brodie Long-\$12.20

LIBRARY: Dennis Geidel-\$27.400, Ada Morales-\$26.342

NUTRITION: James Higgs-\$13.70, Alfred Jacklin-\$12.70, Daryls Kruse-\$13.20, Marjorie Novak-\$13.20, Elaine Schaefer-\$13.20, Diane Schulz-\$13.20

PALACE TRANSIT: John Bumgardner-\$21.39, Rex Crockett-\$21.39, Arthur Degelder-\$21.39,

Donald Everson-\$21.39, Gala Flores-\$21.39, Mark Gran-\$21.39, Dan Johnson-\$21.39, Robert Kruger-\$21.39, Larry Kunkel-\$21.39, Patrick Leach-\$21.39, Earl Lehrman-\$21.39, Paul Morris-\$21.39

RECREATION CENTER: Adam Fosness-\$21.186

STREET: Brodie Long-\$12.20

TERMINATIONS:

RECREATION & AQUATICS: Kayla Purintun, Mattilynn Reiner

WARRANTS: A&B Business Solutions, Print Services-\$4,578.30; A-Ox Welding Supply, Supplies-\$242.63; AAA Collections, Collection Fees-\$104.59; Ada Miller, Refund-\$50.81; Advance Auto Parts, Supplies-\$26.78; AFSCME Council 65, Union Dues-\$533.45; Amazon Capital Services, Supplies-\$707.12; American Engineering Testing, Lab Fees-\$240.00; Aqua-Pure, Supplies-\$1,800.00; Aramark, Supplies-\$367.57; Ardella Gassman, Refund-\$86.11; Ascap, Entertainment-\$1,123.58; A&T Mobility, Utilities-\$417.88; AT&T Mobility, Utilities-\$1,201.39; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$2,570.49; Aurora County Auditor's Office, Reimbursement-\$143.40; Automatic Building Control, Contract Services-\$2,297.00; Avera Occupational Medicine, Physicals-\$3,120.00; B-Y Water District, Utilities-\$50,416.47; Baker & Taylor, Books-\$22.23; Beacon Athletics, Supplies-\$109.00; Beverly Martin, Refund-\$83.92; Big Daddy D's, Supplies-\$6,453.91; Boyce Law Firm, Contract Services-\$357.50; Brosz Engineering, 2021-16 P.E. #13-\$7,412.50; Buhl's Drycleaners & Linen, Supplies-\$105.00; Butler Machinery, Supplies-\$607.06; California State Disbursement, Garnishment-\$92.30; Carol Carstens, Refund-\$84.89; Carolina Software, Software Support-\$500.00; Carquest Auto Parts, Supplies-\$405.78; Century Link, Utilities-\$61.04; Chesterman, Supplies-\$1,627.25; CHS Farmers Alliance, Supplies-\$4,105.41; City of Mitchell, Hotel Tax-\$6.00; CK Bicycles & Locks, Service Call-\$245.00; Climate Systems, Supplies-\$780.00; CNA Surety Direct Bill, Notary Bond-\$50.00; Coborns, Contract Services-\$599.50; Core & Main, Supplies-\$11,109.10; Core-Mark Midcontinent, Supplies-\$5,722.95; County Fair, Contract Services-\$1,451.14; Dak Tech, Supplies-\$805.00; Dakota Counseling, 2024 1st Quarter Allocation-\$3,250.00; Dakota Supply Group, Maintenance-\$195.91; Darrington Water, Rental-\$87.60; Davison County Search and Rescue, 2024 Allocation-\$1,500.00; Davison Rural Water Systems, Utilities-\$80.75; Degen Stump Removal, Improvements-\$3,000.00; Department of Agriculture, Solid Waste Management-\$2,477.44; Department of Social Services, Child Support-\$864.46; Diesel Laptops, Supplies-\$3,095.00; Diesel Machinery, Supplies-\$274.95; Dimock Dairy, Supplies-\$211.50; Dr. Matthew Schafer, Contract Services-\$1,500.00; Elfstrand's Ace Hardware, Supplies-\$32.55; Fastenal, Supplies-\$31.67; Fedex, Mailing-\$16.93; Fisher Scientific, Supplies-\$222.52; Frontier Precision, Maintenance-\$1,512.00; G & R Controls, Supplies-\$1,322.76; GF Advertising Services, Supplies-\$801.52; Golden West Technologies, Monitoring-\$225.00; Grainger, Supplies-\$23.94; Great Plains Roofing, Repair-\$1,842.00; Great Western Tire, Supplies-\$2,894.76; H&H Electric & Motor Repair, Maintenance-\$128.50; Harve's Pro Prints, Supplies-\$210.00; Hawkins, Supplies-\$50.00; Helms and Associates, 2021-30 P.E. #13-\$11,243.88; Ican, Advertising-\$750.00; Ingram Library Services, Books-\$448.69; Innovative

Office Solution, Supplies-\$26.65; Interstate Glass & Door, Supplies-\$8,005.00; Interstate Office Products, Supplies-\$187.81; Iverson Chrysler Center, Supplies-\$886.45; JCL Solutions, Supplies-\$48.00; JD Concrete Products, Supplies-\$231.00; Joelle Dammann, Travel-\$14.00; Johnson Controls, Maintenance-\$7,037.59; Jones, Supplies-\$1,355.32; Lakeview Veterinary Clinic, Dog Impound-\$900.00; Larry's I-90 Service, Supplies-\$240.25; Leighton Family Farms, Supplies-\$700.00; Lexisnexis Matthew Bender, Books-\$179.10; Linda Whitney, Refund-\$50.00; Loren Vanoverschelde, Riparian Payment #2-\$6,185.00 ; M&T Fire and Safety, Supplies-\$87.83; Mac's – Huron, Supplies-\$136.84; Mack Metal Sales, Supplies-\$402.84; Maguire Iron, 2021-3 P.E. #4-\$55,282.00; Make it Mine Designs, Supplies-\$198.76; McLeod's Printing, Supplies-\$875.80; Mega Wash, Supplies-\$24.00; Menard's, Supplies-\$758.00; Mettler Implement, Supplies-\$258.75; Microsoft Corporation, Subscription-\$910.00; Midcontinent Communication, Advertising-\$2,007.24; Midwest Oil, Supplies-\$596.06; Minnesota Valley Testing, Supplies-\$55.00; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Convention & Visitors Bureau, Funding-\$20,800.00; Mitchell Iron & Supply, Supplies-\$60.00; Mitchell Prehistoric Indian Village, 2024 1st Quarter Allocation-\$4,750.00; Mitchell Rotary Club, Dues-\$64.00; Mitchell School District, Utilities-\$9,128.10; Mitchell School District, Sports Authority Promotion-\$650.00; Mitchell United Way, United Way Deductions-\$203.00; Mr. Golf Car, Supplies-\$288.97; Mount Vernon School District, Contract Services-\$111.00; Mueller Lumber, Supplies-\$114.63; Muth Electric, Maintenance-\$6,442.99; Napa Central, Supplies-\$592.67; Nate Hegg, Reimbursement-\$350.00; Norby Golf Course Design, Improvements-\$3,000.00; North Central Seed, Supplies-\$570.00; Northwestern Energy, Utilities-\$63,043.19; O'Connor, Maintenance-\$1,104.85; One Source, Background Check-\$655.75; Overdrive, Ebook-\$273.48; Overtime, Contract Services-\$2,607.75; Parkeon, Professional Service-\$65.00; Pepsi Cola, Supplies-\$970.72; Peterbilt of Sioux Falls, Supplies-\$155.67; PKG Contracting, 2021-31 P.E. #19-\$282,440.00; Planning & Development District, 2024 Membership Dues-\$14,014.00; Power DMS, Supplies-\$11,893.40; Powerphone, 2024 Annual Plan Renewal-\$10,017.55; Premier Pest Control, Supplies-\$600.00; Public Health Laboratory, Testing-\$286.20; Qualified Presort, Postage-\$334.81 ; Quality Cut Lawn & Tree Services, 2019-53R2 P.E. #4-2023-\$8,666.66; Rexwinkel Concrete, 2022-34 P.E. #4-\$56,250.00; Rice Lake West, 2020-20 P.E. #8-\$373,103.82; RMB Environmental Laboratories, Lab Fees-\$450.00; Runnings, Supplies-\$1,585.20; Sacred Hoops Basketball, Corn Palace Game-\$4,040.75; Safe Place of Eastern South Dakota, 2024 Annual Disbursement-\$20,000.00; Saga Communications of South Dakota, Advertising-\$822.20; Sanitation Products, Supplies-\$1,173.19; Santel Communications, Utilities-\$30.00; Schoenfelder Portables, Rental-\$310.00; South Dakota Department of Transportation, Water Pipeline Easement-\$1,500.00; South Dakota Municipal League, Registration-\$90.00; South Dakota Municipal Street, Dues-\$35.00; South Dakota Supplemental Retirement, Supplemental Retirement-\$2,784.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,321.00; Sherwin-Williams, Supplies-\$41.61; Shive-Hattery, 2023-3 P.E. #2-\$9,500.00; Sign Pro, Supplies-\$8.00; South Dakota 811, Professional Services-\$132.30; Standard Insurance, Life Insurance-\$430.51; Staples, Supplies-\$420.13; Sturdevants Auto Value Mitchell, Supplies-\$5,418.28; Subway, Meals-\$39.95; Sun Gold Sports, Supplies-\$625.00; Teamsters Local No. 120, Union Dues-\$1,593.00; The Dugout, Contract Services-\$1,458.00; The Library Store, Book-\$683.51; Thomson Reuters – West, Online Subscription-\$800.80; Thune True Value & Appliance, Supplies-\$336.40; Titze Electric & Remodeling, Maintenance-\$11,010.48; TMA Stores, Supplies-\$639.07; Tobins Transfer,

Service-\$1,240.00; Traditions Prepared Meals, Supplies-\$3,155.83; Transource, Supplies-\$1,811.28; Tri M Tunes, Maintenance-\$2,210.00; Two Way Solutions, Radio system upgrade-\$4,988.85; United Parcel Service Store #4227, Postage-\$84.46; Velma Wagner, Refund-\$88.30; Verizon Wireless, Utilities-\$850.64; Vern Eide Ford, Supplies-\$95.63; Walmart/Capital One, Supplies-\$399.88; Walter Davis, Reimbursement-\$29.99; Watertown Wholesale, Supplies-\$423.18; Wheelco Brake & Supply, Supplies-\$1,259.20; Wisconsin Child Support Center, Garnishment-\$395.58; Youth Athletic Foundation, Hoop City Classic-\$24,298.50; Ellwein Brothers, Supplies-\$1575.00; Wageworks, Flexible Spending-\$4369.41; Wellmark, Administration, Prescriptions, Medical-\$382,305.14.

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

CITIZENS INPUT:

Corn Palace Director Doug Greenway invited the public to the Corn Palace floor at 10:00 am on January 24th to see Olympic Gold Medalist Billy Mills.

Chief of Police Mike Koster reminded the public that snow and ice need to be removed from sidewalks within 48 hours of a snow fall. After this time, the City will begin clean up in residential areas by complaint basis.

BOARD OF ADJUSTMENT:

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

Moved by Tjarks, seconded by Goldammer, to set date for February 5, 2024 on the application of Levi Fisher (prospective homebuyer) for a side yard corner variance of 18' vs 20' for a 8' x 18' addition to the house located at 604 South Edmunds Street, legally described as all of Lot 1 and the north 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

HEARING:

It was advised that this is the date and time set for hearing on the application of Michelle Kalan dba Michelle's Mad Batter LLC, 123 East 3rd Avenue, Suite 1 for a new Retail (on-off sale) Wine and Cider License. Video Lottery not included. Notice of hearing has been given and affidavit of publication is on file. Moved by Barington, seconded by Smith, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Family Dollar Stores of South Dakota LLC dba Family Dollar #22757, 1801 North Main Street for a new Retail (on-off sale) Wine and Cider License. Video Lottery not included. Application has been withdrawn.

It was advised that this is the date and time set for hearing on the application of Family Dollar Stores of South Dakota LLC dba Family Dollar #22757, 1801 North Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License. Video Lottery not included. Application has been withdrawn.

CONSIDER APPROVAL:

Moved by Sabers, seconded by Barington, to approve mutually voiding the variance granted to Jason Greenway on October 2, 2023. Motion carried.

Moved by Goldammer, seconded by Bathke, to approve settlements and waivers in relation to Civil Lawsuit 17CIV20-000242. Motion carried.

Moved by McCardle, seconded by Barington, to approve the purchase of a snow plow attachment for a Ram 2500 truck in the amount of \$9,946.00. Motion carried.

Moved by McCardle, seconded by Sabers, to approve Agreement #A2024-05, Purchase of Real Estate with Ralph and Pamela Kiner in the amount of \$1.00. Motion carried.

RESOLUTIONS:

Moved by Barington, seconded by Smith, to approve Resolution #R2024-02, Plat of Tract 1A of Nedved Addition, in the NE ¼ of the SE ¼ of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, as follows:

RESOLUTION #R2024-02

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 8th day of January, 2024; and

WHEREAS, it appears from an examination of the plat of TRACT 1A OF NEDVED ADDITION, IN THE NE 1/4 OF THE SE 1/4 OF SECTION 8, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of TRACT 1A OF NEDVED ADDITION, IN THE NE 1/4 OF THE SE 1/4 OF SECTION 8, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2024-03, Plat of Lots 13 thru 21 and Meadows Court of Iverson's Addition, located in Lot B of the SE ¼ of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, as follows:

RESOLUTION #R2024-03

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 8th day of January, 2024; and

WHEREAS, it appears from an examination of the plat of LOTS 13 THRU 21 AND MEADOWS COURT OF IVERSON'S ADDITION, LOCATED IN LOT B OF THE SE 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOTS 13 THRU 21 AND MEADOWS COURT OF IVERSON'S ADDITION, LOCATED IN LOT B OF THE SE 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by Tjarks, to approve Resolution #R2024-04, Creating Tax Increment District 32 and Approving the Project Plan, as follows:

RESOLUTION R2024-04

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

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty-Two (TID 32) 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 January 8, 2024 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-Two 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 January 16, 2024, the City of Mitchell Tax Incremental District Number Thirty-Two (TID 32). TID 32 is legally described as follows:

Lot G-3-A, a portion of the South 500 Feet of Lot G-3 in the Northwest Quarter (NW ¼) of Section 15, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota, as shown on the Plat recorded in the Book 14 of Plats, Page 87; Less Lot G-3D, as shown on the Plat recorded in Book 14 of Plats, Page 103; and Less Lot G-3E, as shown on the Plat recorded in Book 21 of Plats, Page 29.

with a map showing said boundaries included in the Project Plan presented to Council on January 16, 2024.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 32 was held on January 8, 2024.
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 32;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 32 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 32 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 32 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-Two Fund (TID 32 Fund).
 - 7. All tax increments collected pursuant to TID 32 shall be deposited into the TID 32 Fund.
 - 8. All funds in the TID 32 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
 - 9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
 - 10. The project plan is on file with the City of Mitchell Finance Officer.
 - 11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by McCardle, seconded by Barington, to place Ordinance #O2024-01, Amending the Composition of the Business Improvement District 4 Board on first reading. Motion carried.

ADJOURN:

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


Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission
City Council Chambers, City Hall, 612 N. Main Street
January 8, 2024

1. Call to Order

Chairperson Larson called the January 8, 2024 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

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

Absent: Penney

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

3. Declaration Of Conflicts Of Interests

Jirsa item #9.

4. Approve Agenda

Motion by Schmitz, seconded by Genzlinger to approve the proposed agenda. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

5. Approval of Previous Minutes: December 11, 2023

Motion by Sonne, seconded by Schmitz to approve the proposed minutes of the December 11, 2023 Planning Commission meeting. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

6. Schedule Next Meeting: January 22, 2024

Motion by Schmitz, seconded by Osterloo to set the date for the next Planning Commission meeting for January 22, 2024. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

7. Plat: Tract 1A of Nedved Addition, in the NE 1/4 of the SE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Jason Nedved

Jenniges stated this plat is outside the ETJ but within 3-miles of city limits. Zoning jurisdiction is the counties. The applicant owns Tract 1 which will now be vacated and will now own Tract 1A. The plat meets all county zoning requirements. The County Planning Commission approved it on January 3 and County Commission will hear it on January 9. The applicant was not present to answer questions.

Motion by Genzlinger, seconded by Schmitz to approve the plat. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

8. Plat: Lots 13 thru 21 and Meadows Court of Iverson's Addition, located in Lot B of the SE 1/4 of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Melisa Crago

Jenniges stated this is located within the ETJ but since it is outside city limits the county has to hear it as well. The county Planning Commission approved the plat on January 3 and the County Commission will hear the plat on January 9. The applicant had platted Lot 12 and a portion of Meadows Court in 2019. The applicant was not present to answer questions.

Motion by Schmitz, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

9. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #32

Justin Johnson gave an overall explanation of the TIF. Krohmer Plumbing is remodeling the old Shopko building and expanding the size of what their existing showroom was. Also, they are using the remainder of the space for a potential retail space. The state classifies this TIF as economic development. He also noted city staff did their review and it met the project criteria.

Ellwein noted that this TIF is a grant pass through.

Don Petersen, representing Krohmer Plumbing, explained that this TIF will help expand Krohmer Plumbing. The bigger showroom and space overall will create 25 more jobs due to increased business. Also, with the leftover space in the building, they are developing a retail space. He said they are using the TIF dollars for the showroom and to develop the new retail space.

Frank Krohmer stated they are currently working to bring in two national retail chains into the extra space.

Motion by Schmitz, seconded by Osterloo, to set the boundaries for TIF District #32 to include the following:

Lot G-3-A, a portion of the South 500 Feet of Lot G-3 in the Northwest Quarter (NW ¼) of Section 15, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota, as shown on the Plat recorded in the Book 14 of Plats, Page 87; Less Lot G-3D, as shown on the Plat recorded in Book 14 of Plats, Page 103; and Less Lot G-3E, as shown on the Plat recorded in Book 21 of Plats, Page 29.

Roll call vote: Genzlinger – aye, Jirsa – abstain, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 5 aye, 0 nay, 1 abstain, 1 absent; motion carried.

Motion by Genzlinger, seconded by Schmitz to approve the project plan and recommend approval of TIF District #32. Roll call vote: Genzlinger – aye, Jirsa – abstain, Larson – aye, Osterloo – aye, Penney – absent, Schmitz – aye, Sonne – aye. 5 aye, 0 nay, 1 abstain, 1 absent; motion carried.

10. Other Business:

None.

11. Public Input:

None.

12. Adjourn

Chairperson Larson adjourned the meeting at 12:17 P.M.



Jay A. Larson
Planning Commission Chairperson



Planning Commission
City Council Chambers, City Hall, 612 N. Main Street
January 22, 2024

1. Call to Order

Chairperson Larson called the January 22, 2024 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Doescher, Genzlinger, Havlik, Jirsa (telephonically), Larson, Schmitz.

Absent: Osterloo, Sonne.

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: January 8, 2024

Motion by Genzlinger, seconded by Schmitz to approve the proposed minutes of the January 8, 2024 Planning Commission meeting. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Larson – aye, Osterloo – absent, Schmitz – aye, Sonne – absent. 5 aye, 0 nay, 2 absent; motion carried.

6. Schedule Next Meeting: February 12, 2024

Motion by Schmitz, seconded by Havlik to set the date for the next Planning Commission meeting for February 12, 2024. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Larson – aye, Osterloo – absent, Schmitz – aye, Sonne – absent. 5 aye, 0 nay, 2 absent; motion carried.

7. Variance Permit: Levi Fisher

Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 601 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition,

City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were three letters received in favor that made the packet and one in favor that did not make the packet. Jenniges explained the existing house is a legal non-conforming structure. It is a triplex and the applicant would like to turn it back into a single family dwelling and put an addition on for a bigger master bedroom suit. The applicant was present to answer questions.

Larson noted the addition would be outside the site triangle, and it's on a 50' lot with an extra 9' because it's on the corner.

Genzlinger noted other structures in the area closer than the requested setback.

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

8. Plat: Tract 1 of Gene's Addition in the NW 1/4 of Section 34, T 104 N, R 61 W of the 5th P.M., Davison County, South Dakota; as requested by Gene and Craig Stehly

Jenniges noted this plat is not within the ETJ but within 3 miles of city limits, so therefore it is the county's zoning jurisdiction. The county has heard and approved the plat and variance required for a residence under 25 acres.

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

9. Other Business:

None.

10. Public Input:

None.

11. Adjourn

Chairperson Larson adjourned the meeting at 12:10 P.M.

Jay A. Larson
Planning Commission Chairperson

Public Library Board of Trustees Minutes
City Council Chambers, City Hall, 612 N. Main Street
November 14, 2023

1. Call to Order

Board President Nath called the meeting to order at 5:15 p.m.

2. Roll Call

The following members were present in person: Dennis Nath, Diana Goldammer, Emma DeVos, Deb Everson, and Ann Temple. Board member Susan Tjarks was excused. Also present was Kevin Kenkel, Library Director and Zack North, Adult Services Librarian.

3. Approval of Agenda

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

4. Approval of Minutes

Board members reviewed the minutes from the September 19, 2023 board meeting. Motion by Temple, seconded by Everson, to approve these minutes. All members present voted "Aye". Motion passed.

5. Director's Report

Board members reviewed written reports and monthly statistics for October 2023. Kenkel and North provided additional comments regarding the written reports. Additional discussion about the library's OverDrive collection was held. In October MPL shared its OverDrive holdings with other libraries in the state. Sharing its digital collection resulted in over 1,500 additional checkouts in October. Motion by Goldammer, seconded by Temple, to approve the director's report. All members present voted "Aye". Motion passed.

6. Financial Report & Approval of Bills

Kenkel submitted four bills for approval to be paid. Motion by Goldammer, seconded by Everson, to approve payment of the submitted bills. All members present voted "Aye". Motion passed.

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

7. Business Items

A. Action to Approve Policy

Board members reviewed the updated "Collection Development Policy". Kenkel informed board members that the proposed policy was reviewed by the city attorney. Motion by Goldammer, seconded by Everson, to approve the updated Collection Development Policy. All members present voted "Aye". Motion passed.

B. Action to Approve Library Closure

Kenkel shared the city's Christmas holiday schedule with Board members. City offices will be closed Friday afternoon, December 22 for Christmas Eve and Monday, December 25 for Christmas. The library will be closed on December 24 for the actual Christmas Eve. Library staff don't expect many library visitors on Saturday, December 23, therefore Kenkel requested approval to be closed Saturday, December 23. Motion by Goldammer, seconded by DeVos, to approve being closed December 23, 2023. All members present voted "Aye". Motion passed.

8. Committee Reports

Kenkel, Everson, and Nath discussed the first meeting of the library's Strategic Planning Committee. The committee met October 23, 2023 with two staff members from the South Dakota State Library. The State Library will guide the committee through the strategic planning process. The next committee meeting will be in early December.

9. Board Input

DeVos shared that Mitchell Main Street and Beyond is sponsoring another window art project for beautification of downtown. This round has a literary theme. Kenkel shared that the library was contacted about participating again. We will help collect submissions.

10. Citizen's Input

No citizen's input was given.

11. Adjournment

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

The next Board of Trustees meeting is scheduled for January 16, 2024 at 5:15 p.m. in City Council Chambers at City Hall.



Community Services Board
City Council Chambers, City Hall, 612 N. Main Street
January 11, 2024

1. Call To Order

Al Jacklin called the January 11th, 2024 Community Services Advisory Board Meeting to order at 10:04am.

2. Roll Call

Members Present: Cole Morgan, Sarah Beckstrom, Al Jacklin, Jan Quenzer, and Jay Larson (via phone)

Members Absent: Tonya Klingaman, Wendy Linke, and Whitney Kroupa

Ex-Officio Member Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of Agenda

A motion was made by Jan Quenzer second by Cole Morgan to approve the agenda. All members present voting aye, motion carried.

4. Approve Minutes From Previous Meeting

A motion was made by Sarah Beckstrom second by Jan Quenzer to approve the last meeting minutes. All members present voting aye, motion carried.

5. Election of Officers

The board was asked for volunteers for the Chairman and Vice-Chairman positions on the board. A motion was made by Jan Quenzer second by Al Jacklin to nominate Jay Larson as the Chairman of the Community Services Advisory Board. All members present voting aye, motion carried. Jay accepted the Chairman of the Board position. A motion was made by Jan Quenzer second by Al Jacklin to nominate Sarah Beckstrom as the Vice-Chairman of the Community Services Advisory Board. All members present voting aye, motion carried. Sara accepted the Vice-Chairman position. .

6. Palace Transit Capital Improvement Plan

Jessica was on the committee for the SD DOT Capital Improvement Plan. The Capital Investment Improvement Plan is a five-year plan and will be used by all transit agencies. The plan identifies the rolling stock needs, the facility needs, equipment needs, and the budgets for the needs. The plan was submitted to the state and approved.

7. Palace Transit 5311 Audit

The 5311 audit conducted in October 2023 was finalized by SD DOT. The audit did not have any errors, and showed that Palace Transit was compliant with all Federal and State regulations.

8. New Palace Transit Bus

One of the buses that was ordered three years ago is supposed to be here this month. The bus will be added to the fleet and will not replace a bus due to the increased ride volume & lack of spare bus ratio.

9. RTAP Conference

Jessica attended the Rural Transit Assistance Program (RTAP) Conference in December in South Carolina. She attended many useful seminars, with one being about Van-Pooling. This is something that we are working on with the State and the Chamber to start up in Mitchell utilizing additional grant funding.

10. Transit Coordination Plan

The Transit Coordination Plan is due for complete recreation this year to meet the needs of the community. Most Transit Agencies hire someone to do this for them. Jessica will be doing Palace Transits this year. She will be gathering information from the community, staff, and board.

11. Title III B Grant Funding

New this year to the Adult Nutrition Program is a Competitive Grant for Title III C1 and C2 meals. The applications are due by the end of the month. The application must include a Letter of Intent, Current Certificate of Insurance, confirmation of registration, most current 990, Conflict of Interest Policy, Accounting Policy, Travel Policy, Procurement Policy, Organizational Structure, Abuse, Neglect, and Exploitation Policy, and Grievance Policy. A motion was made by Sarah Beckstrom second by Cole Morgan to apply for the Nutrition Funding. All members present voting aye, motion carried.

12. Abuse, Neglect, & Exploitation Policy

We have constructed a new Abuse, Neglect & Exploitation Policy for the Adult Nutrition Program. Jessica asked for the board's approval of the policy. A motion was made by Jan Quenzer second by Sarah Beckstrom to approve the Abuse, Neglect & Exploitation Policy. All members present voting aye, motion carried.

13. Office Staff Changes

Due to the increased ridership of Police Transit, grant funding was used for a part-time dispatcher. Cori Goldammer accepted the position of Part-Time Transit & Activity Coordinator. Pam VanOverschild accepted the Part-Time Office Assistant.

14. Citizens Input

No citizens input to record

15. Department Reports & Updates

A. Palace Transit

The year-to-date Ridership Report for October and November 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 ridership results. We have increased both on rides and miles. The Palace Transit fiscal years starts in October and ends in September.

B. Adult Nutrition

Board members were given the November & December Nutrition reports. We are up 1186 meals to our projections for the fiscal year and up 674 meals compared to last year at this time. We have distributed 3,965 second meals & 2209 Dine Card meals since June. The total eligible & non-eligible meals served for this fiscal year is 27,300. The Adult Nutrition fiscal year runs from June to May. The total amount of donations that were given for the Seniors in Need Snowflakes was \$8,872.00.

C. Mitchell Volunteer Program

We currently have 215 volunteers enrolled in the MVP Program. The report given to the board members show the non-profits in the community that the volunteers helped with in October - December 2023.

D. James Valley Community Center

The JVCC Progress Report for November - December 2023 was given to the board members. The report shows activities, events, and fundraisers that are going on at the James Valley Community Center. Membership renewals for the James Valley Community Center are currently in progress.

16. Next Meeting

The next meeting will be Thursday March 14th, 10:00am at City Hall council Chambers.

17. Adjournment

The meeting was adjourned by Jay Larson at 10:33 am.

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: January 10, 2024

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

Phone #: 605 996 9137

Email: mitchellact@sandeli.net

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

Dates of Ticket Sales: March 1-3 + 8-10, 2024

Date of Raffle Drawing: March 3 + March 10

Value of Raffle Prize: 50/50

Proceeds Benefitting: SOS Support Our Stage Campaign

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

Date Received: 1-10-2024 2:00

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: January 22, 2024

Organization: Kiwanis Club of Mitchell

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

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

Contact Information:

Name: Linda McEntee

Address: 2806 mentzer court

Phone #: 6057708644

Email: jefflindamac@gmail.com

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

Dates of Ticket Sales: March 1 - 23

Date of Raffle Drawing: March 23

Value of Raffle Prize: Varies - \$50-150

Proceeds Benefitting: Kiwanis Youth Projects in Mitchell

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

Date Received: 1-22-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 1/25/24

Organization: Pheasant County Mitchell Area Youth Shooters

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: Austin McPeck

Address: 700 N Sanborn Blvd

Phone #: 605-770-4273

Email: austin.mcpeck@hotmail.com

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

Dates of Ticket Sales: March 18th - May 20th

Date of Raffle Drawing: June 3rd

Value of Raffle Prize: 7 Items - \$4500⁰⁰

Proceeds Benefitting: Mitchell High School Trap Team

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

Date Received: 1/25/24

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 1.26.2024

Organization: Mitchell Technical College Foundation

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: Nick Bakhtiari

Address: 1800 E Spruce St. Mitchell, SD 57301

Phone #: 605 630-5198

Email: nick.bakhtiari@mitchelltech.edu

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

Dates of Ticket Sales: 4.26.2024

Date of Raffle Drawing: 4.26.2024

Value of Raffle Prize: \$400

Proceeds Benefitting: Scholarships for MTC Students

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

Date Received: 1.26.2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: JAN 30 2024

Organization: DAVISON COUNTY DEMOCRATS

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

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

Contact Information:

Name: DAVE MITCHELL

Address: 621 SOUTH DUFF ST

Phone #: 605 - 999 - 8435

Email: DAMITCHE@DWU.EDU

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

Dates of Ticket Sales: MAR 1 TO MAY 27

Date of Raffle Drawing: MAY 22 2024

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

Proceeds Benefitting: CANDIDATES

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

Date Received: 1-30-2024

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:	February 5, 2024	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Vehicle for Hire Application for the Kongo Klub		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted. The Applicant had a current 2023 Vehicle for Hire License and missed the deadline for renewal.		

CITY OF MITCHELL, SOUTH DAKOTA
APPLICATION FOR RIDE SERVICE COMPANY LICENSE

Is this application for a:
Is the applicant a:

NEW LICENSE X
TNC _____

RENEWAL _____
VFHC X

Kangro Klub
Company Name In Full

4901, N Main, P.O. Box: 783 - Mitchell
Company Address

Manager(s):

Name In Full

Address

Email

Phone#

Owner(s) (if natural person):

Don Livesay
Name In Full

P.O. Box: 783, Mitchell SD
Address

dlivesay@gmail.com
Email

605-999-9999 Cell.
Phone #
605-996-9415 Bk

Previous experience in providing Ride Services:

yes

Number of vehicles in fleet for VFHC: _____

Note: VFHCs must identify their fleet vehicles. If more than 5, attach a separate document.

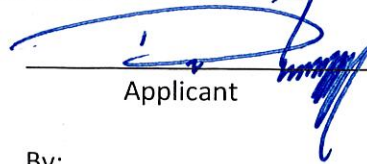
	Make	Year	Model	Serial No.	License No.	Seat Capacity
1.	Dodge	2014	GRAND CARAVAN	<u>2C4RDGCG5ER323289</u>	<u>2C4RD</u>	<u>(7)</u>
2.						
3.						
4.						
5.						

Application Fee: The application and License fee for a VFHC is \$100.00 plus \$50.00 for each additional vehicle in the fleet over 1, with a maximum of \$500.00. The application and License fee for a TNC is \$500.00.

Narrative: Please attach a general statement of information you would like considered with your application and include information as to the need in the community for your Ride Service Company.

Financial Responsibility: VFH Companies, please attach proof of liability insurance in the amount of at least \$300,000.00 dollars for each occurrence (if such insurance contains a general aggregate limit, it must no less than two times the occurrence limit) which lists the City as an additional insured. Both TNC's and VFH companies must also maintain automobile insurance with coverage amounts equal to or exceeding those set under SDCL 32-40-9.

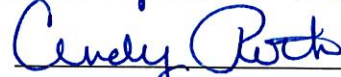
Dated this 30th Day of Jan, 2024.


Applicant

By: _____

-----FOR OFFICIAL USE ONLY-----

The within application received on the 30th day of January, 2024.


Finance Office

ACTION OF CITY COUNCIL

The within application for a License in the City of Mitchell was presented to the City Council on the _____ day of _____, 20____.

Motion by the City Council was as follows:

Dated this _____ day of _____, 20____.

Mayor

Attest:

(seal)

Finance Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2023

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 MGM Insurance Group 4101 South Westport Avenue Sioux Falls, SD 57106	6058384444 6058384488	CONTACT NAME: MGM Insurance Group PHONE (A/C, No, Ext): 6058384444 E-MAIL: mike@mgmagency.com ADDRESS: 6058384488	FAX (A/C, No): 6058384488	
INSURED Kongo Inc. dba Kongo Klub PO Box 783 Mitchell, SD 57301		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: Berkshire Hathaway INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 22276

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	✓		02APM036462-01	06/24/2023	06/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB 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 OTHER 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)

City of Mitchell is an additional insured on the policy

CERTIFICATE HOLDERCity of Mitchell
612 N Main St
Mitchell, SD 57301**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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:	February 5, 2024	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Acceptance of DANR Trees Grant		
Explanation/Background of Agenda Item Requested:	Council previously approved applying for this grant. This will be to formally accept the conditional \$90K in funding for new trees and limited related supplies and equipment.		



DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES

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

12/11/2023

Kevin Nelson
City of Mitchell
612 North Main St
Mitchell, SD 57301

Dear Kevin,

I am pleased to inform you your recent application has received conditional funding in the amount of \$90,000. Funds are granted for new tree planting and accompanying maintenance. As stated in your application, you will be responsible for match in the form of \$0 cash and \$0 in-kind match. Work must be done within the highlighted areas on the [Climate and Economic Justice Screening Tool](#), any work not done in those areas will not be considered for reimbursement.

Before moving forward with the project, a meeting between you and a South Dakota Resource Conservation and Forestry Division Forester must happen. During this meeting your work plan must be submitted for approval. Enclosed please find:

1. An executed copy of your proposal
2. A grant Award and Acceptance Form*
3. Federal Pass-Through Requirements
4. UCF Inflation Reduction Act Grant Requirements
5. CFDA # 10.664 Cooperative Forestry Assistance
6. Attachment A: Forest Service Award Provisions
7. Attachment B: 2 CFR Part 170
8. AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*
9. Financial Capability Checklist*
10. SAM Registration Information*
11. State W-9

Please review documents 1 through 7, taking note of the award amount and award conditions. Please review, complete, sign and return documents 2, and 8 through 10 to our office at the address listed above, Attention John Hartland.

Your project will be considered approved when we have received your necessary signed documents and the award form is signed by a designated official with the Resource Conservation & Forestry office. A copy of the executed award will be sent to you. **Do not begin work.** If you have any questions during this process, please contact John at 605-362-2830 or email John.Hartland@state.sd.us.

Sincerely,

William K. Smith
Division Director

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:	February 5, 2024	Requested By:	Dan Pollreisz								
Desired Action of City Council:	Approval										
Amount Budgeted in current fiscal year for this item (if applicable):	NA										
Agenda Item:	Authorization to Apply for the 2024 South Dakota Homeland Security Grant										
Explanation/Background of Agenda Item Requested:	Request authorization to apply for the 2024 Homeland Security Grant for the Fire/EMS department in the amount of \$41,302.00. This grant is 100% funded by Homeland Security. If awarded, the grant funds would be used to purchase a rescue UTV. The side by side UTV would use tracks vs wheels, and would include a rescue skid and lightbar. A breakdown of costs is listed below. <table><tr><td>UTV</td><td>\$35,580.00</td></tr><tr><td>Rescue Skid</td><td>\$3,795.00</td></tr><tr><td>Lightbar</td><td>\$1,927.00</td></tr><tr><td>Total</td><td>\$41,302.00</td></tr></table>			UTV	\$35,580.00	Rescue Skid	\$3,795.00	Lightbar	\$1,927.00	Total	\$41,302.00
UTV	\$35,580.00										
Rescue Skid	\$3,795.00										
Lightbar	\$1,927.00										
Total	\$41,302.00										

Application

Instructions:

Please complete this page and select **Save**.

Any errors will be noted after saving.

Required fields are marked with *.

Applicant Name: *Shannon Sandoval*

Date: *1/2/2024* *Date will populate on page save*

Agency: *City of Mitchell*

Agency UEI:

Address: *612 N. Main St.*

City: *Mitchell*

County: *Davison County*

State: *South Dakota*

Zip Code: *57301*

Phone Number:

Email: *shannon.sandoval@cityofmitchellsd.gov*

1. Select the category that describes your agency: * ☒ Public ☐ State Government ☐ Non-Profit/Other
2. Select funding category: * ☐ Law Enforcement ☒ Discretionary (Other)

3. Select the focus of your project: *

Soft Targets and Crowded Places.

Schools, public venues, government buildings, and similar areas benefit from security measures such as:

- Access control systems such as electronic locks, video entry, door locks, metal detectors, and panic buttons.
- Lighting
- Fencing, gates, barriers
- Surveillance /Security camera systems, replacements, or additions to existing systems (software/AI is not an allowable expense and must be paid for by agencies)

Combating domestic violent extremists who urge violence toward specific groups, examples:

- Personal body armor, helmets, and shields for personnel involved with tactical operations. (These items are for use only by specialized teams such as Tactical Entry or Special Weapons and Tactics (SWAT) Teams.)
- Special Weapons and Tactics (SWAT) training
- Equipment to apprehend terrorist suspects

☒

Community Preparedness and Resilience includes support for fire departments, emergency medical responders, search and rescue, and volunteer Community Emergency Response Teams (CERT) including:

- Taskforce 1 statewide emergency response team training
- Rescue equipment
- CBRNE detection equipment
- Pagers for fire, ambulance, or search and rescue
- Backup generators and transfer switches for PSAPs and EOCs only

Cybersecurity projects such as:

- Projects that address vulnerabilities identified in cybersecurity risk assessments such as hardware, software, access control to systems, training, and testing of the system.
- Migrating online services to the ".gov internet domain

Operational Communications.

- P25 radios compatible with the State Radio System
- P25 repeaters and extenders

Election Security:

- Physical security planning support
- Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc.
- General election security navigator support
- Cyber navigator support
- Cybersecurity risk assessments, training, and planning
- Projects that address vulnerabilities identified in cybersecurity risk assessments
- Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection
- Distributed Denial of Service Protection
- Migrating online services to the “.gov internet domain

Fire Management and Suppression and EMS

Fire department equipment necessary for emergency rescue operations.

Examples of Projects:

- Extrication equipment
- Water rescue equipment
- Hazmat detection
- Pagers for fire or ambulance
- Other specialized response equipment as appropriate
- Equipment for emergency medical services

4. Project Title: *Mitchell Fire Rescue Equipment Procurement*

5. Using the focus area you selected above, describe the project you're applying for. To be eligible, projects must counteract terrorism. Minimum of 200 words required.*

The fire department plays a critical role in terrorism mitigation by responding to incidents, providing emergency medical care, and supporting lawenforcement efforts. Here are specific ways in which the fire department contributes to terrorism mitigation. Rapid deployment, firefighters are often among the first responders to incidents, including those related to terrorism. Rescue operations, fire departments should be equipped to conduct rescue operations, including extricating individuals from buildings or vehicles in the aftermath of a terrorist incident. Currently Mitchell Fire is not equipped to treat and transport individuals in the event an ambulance could not access them. Collaboration between emergency response agencies is crucial in managing and mitigating the impact of terrorist incidents. Mitchell Fire would have to utilize several departments in order to reach patients if roads were impassible. This is a delay that could have dire consequences in the event of a life-threatening injury. By having a dedicated piece of equipment readily deployable from our department, first responders could access patients in a shorter amount of time, thus having greater patient outcomes. Effective terrorism mitigation requires a multi-agency and interdisciplinary approach, with the fire department playing a crucial role in ensuring a swift and coordinated response to protect lives and property.

Budget/Submit

Instructions:

Please complete this page and select **Save**.

Any errors will be noted after saving; you must correct the errors before submitting your application.

Required fields are marked with *.

6. Budget Request

Will you accept partial funding for your project? *

No

Equipment must be listed as allowable on FEMA's Authorized Equipment List (AEL) available here:

<https://www.fema.gov/authorized-equipment-list>

Description of Equipment Requested	AEL Number	Price/Unit	# of Units	Total
<i>Vehicle, Mass Casualty Transport</i>	<i>12VE-00-ABUS</i>	\$	1	\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
		\$		\$0.00
Equipment Subtotal				\$0.00

Description of Other Expenses Requested	Total
<i>UTV Rescue skid. Used to load patients in a SXS or UTV</i>	\$3,795.00
<i>Lightbar</i>	\$1,927.00
<i>Side by Side with Track system for SXS or UTV. Uses tracks VS. wheels</i>	\$35,580.00
	\$
	\$
Other Expenses Subtotal	\$41,302.00

Application Total (Equipment + Other Expenses):

\$41,302.00

Contact the Office of Homeland Security at (605) 773-3450 if you need assistance.



Joy McKinnon
Office 605-990-3276 or Text 605-857-3755
jmckinnon@mettlerinc.com

Customer: City of Mitchell Fire Department
Contact: Shannon Sandoval - shannon.sandoval@cityofmitchellsd.gov / 995-8400

January 3, 2024

Unit	
2024 Ranger XP1000 Northstar	\$30,799
Premium Crew (6 Passenger)	
Polaris Freight & Setup	\$1,925
Polaris Government Rebate	-\$1,750
Mettler Discount	-\$1,474
Subtotal Unit	\$29,500

Included Accessories

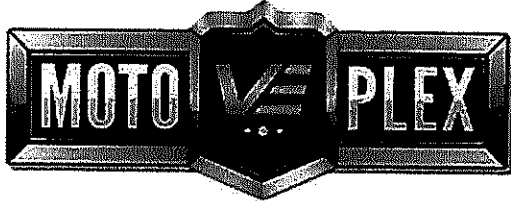
Fixed Glass Windshield, Premium Roof, Rear Glass
Window, Hand Crank Window Doors, Heater/Defrost,
AC, Wiper, Mirror, Dome Light, Noise Reduction Kit,
4500 lb Wireless Winch, LED Headlights, 27" 8 Ply Tires

Additional Accessories

Horn/License Frame	\$120
Turn Signals	\$305
Side Mirrors	\$190
Polaris Pro Track System	\$6,400
Subtotal Accessories	\$7,015
Mettler Discount	-\$390
Total Accessories	\$6,625
Labor to Install Accessories	\$1,025
Total Unit & Accessories Installed	\$37,150

Vern Eide

Purchase Agreement



Aaron Larson
Vern Eide Motoplex
4915 N Northview Ave
Sioux Falls, SD 57107

WHERE **FUN** BEGINS!

Buyer	Co-Buyer	Vehicle
Shannon Sandoval C: (605) 995-8400 shannon.sandoval@cityofmitchell.org		2023 Polaris® Ranger Crew XP 1000 VIN: 4XARSY996P8064015 Stock #: 064015 Mileage: 1 Color: AZURE CRYSTAL METALLIC

Purchase Details	
Retail Price:	\$36,449.00
Sales Price:	\$29,736.00
Savings:	\$6,713.00
Accessories:*	\$6,484.00
Service Contract:	\$0.00
Delivery Fee:	\$0.00
Proc/Doc Fees:	\$199.00
Total Taxes:	\$0.00
Total Sales Price:	\$36,419.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$36,419.00

X

Customer Signature

Date

* Accessories: PARTS & ACCESSORIES: \$6,484.00

Disclaimer:

With Approved Credit. All deposits are non-refundable. Pricing includes all rebates.

X

Manager Signature

Date

Printed 1/4/24 10:53 AM

Q U O T A T I O N

PAGE: 1

THE GREAT ESCAPE INC.
4700 SD HWY 34
PO BOX 119
Pierre, SD 57501 USA
Phone #: (605)224-5632
Fax #: (605)224-2183

PHONE #: (605)995-8400
CELL #:
ALT. #:
P.O. #:
TERMS: 10 days from EOM
SALES TYPE: Quote

DATE: 01/10/2024
ORDER #: 39462
CUSTOMER #: 5415
CP: Harlan
LOCATION: 1
STATUS: Active

BILL TO 5415

MITCHELL FIRE DEPT
201 W 1ST AVE
MITCHELL, SD 57301 US

SHIP TO

MITCHELL FIRE DEPT
201 W 1ST AVE
MITCHELL, SD 57301 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
POL	R24RRU99AJ	2024 RANGER 1000XP NRTHSTAR PREM AZURE BLU	1	\$27,899.00	\$27,899.00	\$27,899.00
****	FREIGHT IN	INCLUDES FREIGHT, SURCHARGE, FED FEES	1	\$1,595.00	\$1,595.00	\$1,595.00
****	SETUP	VEHICLE SET-UP	1	\$300.00	\$300.00	\$300.00
****	TITLE AND DOC	TITLE & DOC	1	\$49.99	\$49.99	\$49.99
****	REBATES	GOV DISCOUNT	1	\$0.00	-\$1,750.00	(\$1,750.00)
POL	2889425	K-MNT, TRACK, STD, RGR, FS	1	\$569.99	\$569.99	\$569.99
POL	2890034	K-ACCY, TRACKS, FS, 18/17	1	\$5,829.99	\$5,829.99	\$5,829.99
****	REBATES	GOV DISCOUNT	1	\$0.00	-\$100.00	(\$100.00)
****	LABORA	FREE TRACK INSTALLATION	2	\$115.00	\$0.00	\$0.00

Prices reflected on this quote are valid for 30 days only if:
1) Your name and address are printed at the top. 2) A representative
of The Great Escape, Inc. has signed here > _____
Otherwise this quote expires at the end of the current business day.

SUBTOTAL: \$34,393.97
TAX: \$0.00
ORDER TOTAL: \$34,393.97

Authorized By: _____

QTAC EMS-RG

BASE PRICE \$3,795.00*

The QTAC EMS-RG UTV skid allows EMS responders to load a full-size patient gurney into the bed of most standard-size utility UTVs. *Price does not include stretcher horns or attachment points.

EMS-RG Base: \$3,795.00

Gurney Mount COT System: \$2,495.00

All equipment comes standard, but stretcher attachments are quoted separately based on customer need.

PLACE ORDER

Shipping charge will be quoted at time of order.



QTAC Proposition 65 Information **WARNING: Cancer and Reproductive Harm**
<https://www.p65warnings.ca.gov/>

PHOTOS

OVERVIEW

SPECIFICATIONS

ENGINEERING DRAWINGS

PLACE ORDER

OVERVIEW

QTAC EMS-RG

LIGHT AND SIREN

PO Box 90846
SIOUX FALLS SD 57109
1-800-778-7623

RFQ

Date	Estimate #
1/11/2023	2016558

Name / Address
DAVISON COUNTY OEM 200 EAST 4TH AVE MITCHELL SD 57301

Ship To
DAVISON COUNTY OEM 200 EAST 4TH AVE MITCHELL SD 57301

P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
7ENF48-SOLO-L...	1	QSF 001864 NFORCE 48 INCH LIGHTBAR. SINGLE COLOR PER LIGHTHEAD. 2 CENTER TD LIGHTS. 2 ALLEY LIGHTS. 4 HEAD AMBER ARROW. HARNESS OUT PASS SIDE. 5-YEAR WARRANTY. SAE CLASS 1 CERTIFIED. MOUNTING BRACKETS SOLD SEPARATELY FOR THIS ITEM.	1688.00	1,688.00T
SP6200	1	6 FUNCTION DIGITAL CONTROL BOX. SW 1 CAN BE PROGRAMMED FOR MASTER. 6 OUTPUTS IF #1 IS NOT USED AS MASTER. 12VDC. 10@ PER OUTPUT. Large 3/4 inch buttons light in RED when activated. Backlit face. Male blade connections on back of unit for clean / easy install.	164.00	164.00T

Subtotal

Sales Tax (0.0%)

Total

LIGHT AND SIREN

PO Box 90846
SIOUX FALLS SD 57109
1-800-778-7623

RFQ

Date	Estimate #
1/11/2023	2016558

Name / Address
DAVISON COUNTY OEM 200 EAST 4TH AVE MITCHELL SD 57301

Ship To
DAVISON COUNTY OEM 200 EAST 4TH AVE MITCHELL SD 57301

P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
PREP AND PEAK	1	LIGHTBAR PREP AND PEAK. CUSTOM CONFIGURE LIGHTBAR TO USER SPECIFICATIONS. PROGRAM FOR LOGIC CONTROL: STAGING: SET FLASH PATTERNS FOR BEST PATTERN PER APPLICATION PER LEVEL OF ACTION FOR EASE-OF-USE AND MOST EFFECTIVE DAYTIME VISIBILITY. CONFIGURE LIGHTBAR TO CONTROLLER BUTTON-TO-FUNCTION PER CONTROLLER FOR PLUG-AND- PLAY OR HARDWIRE CONTROL AS REQUIRED PER APPLICATION. PROGRAM FOR EASE-OF-INSTALLATION: \$75.00 PER VEHICLE FOR EXTERIOR LIGHTBAR. \$135.00 PER VEHICLE PER INTERIOR FRONT AND REAR/ REAR/ FRONT LIGHTBAR(S).	75.00	75.00T
			Subtotal	\$1,927.00

Sales Tax (0.0%) \$0.00

Total \$1,927.00

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:	February 5, 2024	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	\$78,000		
Agenda Item:	Purchase of Out Front Mower for Parks Department off of Sourcewell Contract		
Explanation/Background of Agenda Item Requested:	This wide-area mower is one to replace a 6' mower with approximately 5,000 hours on it. This 10'8" mower will afford our parks crew greater efficiency in 'open' areas, such as road ditches, larger parks, etc. The State contract pricing for this unit came in at \$68,959.33. Staff recommends approval of this budgeted item.		



JOHN DEERE



Quote Id: 30293901

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

C & B Operations, LLC
2600 W Havens
Mitchell, SD 57301
605-996-6633
neworders@deerequipment.com

Prepared For:

CITY OF MITCHELL DEPARTMENT OF PARKS AND RECREATIONS

Proposal For:

Delivering Dealer:

Jeremy Lehrman

C & B Operations, LLC
2600 W Havens
Mitchell, SD 57301

neworders@deerequipment.com

Quote Prepared By:

Jeremy Lehrman
lehrmanj@cbequipment.com

Date: 29 January 2024

Offer Expires: 28 February 2024

Confidential



JOHN DEERE



Quote Id: 30293901

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

C & B Operations, LLC
2600 W Havens
Mitchell, SD 57301
605-996-6633
neworders@deerequipment.com

29 January 2024
1300 N MAIN ST
MITCHELL, SD 57301

Jeremy Lehrman
605-996-6633
C & B Operations, LLC



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
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**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

C & B Operations, LLC
2600 W Havens
Mitchell, SD 57301
605-996-6633
neworders@deerequipment.com

Quote Summary

Prepared For:

CITY OF MITCHELL DEPARTMENT OF PARKS AND
RECREATIONS
1300 N MAIN ST
MITCHELL, SD 57301

Delivering Dealer:

C & B Operations, LLC
Jeremy Lehrman
2600 W Havens
Mitchell, SD 57301
Phone: 605-996-6633
lehrmanj@cbequipment.com

Quote ID: 30293901

Created On: 29 January 2024

Last Modified On: 30 January 2024

Expiration Date: 28 February 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2023 JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS - 1TC1600TPPH680359	\$ 89,229.00	\$ 68,959.33 X	1 =	\$ 68,959.33

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date:

Equipment Total **\$ 68,959.33**

Quote Summary

Equipment Total \$ 68,959.33

Trade In

SubTotal **\$ 68,959.33**

Est. Service \$ 0.00

Agreement Tax

Total \$ 68,959.33

Balance Due \$ 68,959.33

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 30293901

Customer Name: CITY OF MITCHELL DEPARTMENT OF PARKS AND RECREATIONS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

C & B Operations, LLC
2600 W Havens
Mitchell, SD 57301
605-996-6633
neworders@deerequipment.com

2023 JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower

Equipment Notes: PO # STOCK/MB CS, PO # STOCK/MB CS,
PO # STOCK/MB CS, PO # STOCK/MB CS

Suggested List *

\$ 89,229.00

Hours: 0

Selling Price *

Stock Number: 296624

\$ 68,959.33

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0735TC	JOHN DEERE 1600 WAM 2 POST MOWER	1	\$ 88,129.00	23.00	\$ 20,269.67	\$ 67,859.33	\$ 67,859.33
Standard Options - Per Unit							
001A	001A	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	LANGUAGE CODE-US ENGLISH	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BCU11543	Amber Road Lights	1	\$ 1,100.00	0.00	\$ 0.00	\$ 1,100.00	\$ 1,100.00
Dealer Attachments Total			\$ 1,100.00		\$ 0.00	\$ 1,100.00	\$ 1,100.00
Value Added Services							
Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 89,229.00		\$ 20,269.67	\$ 68,959.33	\$ 68,959.33

Sourcewell – Grounds Maintenance Equipment, Attachments and Accessories

Contract Number:	031121-DAC
Contract Period:	April 30, 2021 – April 30, 2025
Eligibility:	The contract allows for service to Sourcewell Member agencies in all states. The following eligibility requirements must be met: • Entity must be a Sourcewell Member. John Deere dealers must verify membership before quoting. Please include the Sourcewell member number on the dealer quote or on the Sourcewell Member's purchase order. • Eligible Sourcewell Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos. • Eligible Sourcewell Member non-profit agencies are eligible to purchase John Deere equipment on the Sourcewell contract. • Charter Schools, Montessori Schools and K-12 private schools are required to pay in full (EFT, credit card or check) prior to receiving purchased equipment. Members of the Illinois Public Higher Education Cooperative (IPHEC) are also eligible to use this Sourcewell Contract. IPHEC is comprised of universities and community colleges located in Illinois. Before quoting, please review the list of IPHEC Members to verify eligibility. To become a Sourcewell Member, call 877-585-9706 for more details or visit the Sourcewell website to complete an application. To obtain a membership list of eligible U.S. Government, Education and Nonprofit entities belonging to Sourcewell, please visit the Sourcewell Member Locator and select either the Government & Education or Nonprofit downloaded spreadsheets.

Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local **John Deere Dealer**. Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Contract Details

Delivery Obligations	None.
Fees	Delivery Charge Optional delivery charge of \$8.00 per loaded mile is allowed for the delivering dealer. Use Google Maps to calculate the mileage. State Fees - California Tire Fee All Motorized Equipment \$1.75 per New Tire Please review the California Tire Fee publication issued by the California Department of Tax and Fee Administration for more details. California Tire Fee must be included on the Quote or Purchase Order. Sales to American Indians occurring on Indian reservations are exempt from the fee. - Louisiana Waste Tire Fee All Tractors \$10.00 per New Tire - Utility Vehicles (Including ProGators) \$2.25 per New Tire - Mississippi ATV Trauma Fee Utility Vehicles (Including ProGators) \$50.00 per Vehicle Fees must be clearly labeled on the quote or purchase order.
Financing	John Deere Municipal Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 12-60-month financial product require payments and enables ownership of the equipment. Government Operating Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 24-60-month product requires payments and the equipment is returned to the dealer location at the end of the term. Retail Note Financing by John Deere Financial or Third Party Allowed: If the agency rules and guidelines allow.
Machine Hours	Not Allowed: Due to factory delivery, pre-delivery, inspection, machine setup and installation of attachments, machines may have minimal hours. Machines designated as demos are not allowed.
Manuals	An operator's manual is included with the delivery of the equipment at no charge.

Miscellaneous	Shipping charges Alaska (AK) and Hawaii (HI): Shipping charges apply. For deliveries to AK or HI, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. Continental US: For all other deliveries within the continental US (excludes AK & HI), the Sourcewell member will NOT be charged factory freight to the delivering dealer.										
Multiple Unit Discount	For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. See discount structure below: <table> <tr> <th>Quantity</th><th>Additional Discount</th></tr> <tr> <td>3-4</td><td>1%</td></tr> <tr> <td>5-6</td><td>2%</td></tr> <tr> <td>7-8</td><td>3%</td></tr> <tr> <td>9 units or more</td><td>4%</td></tr> </table> Frontier Equipment is excluded from the Multiple Unit Discount program. “Like self-propelled products” means 3 or more utility vehicles, 3 or more Ztraks, etc. The purchase of 1 utility vehicle and 2 Ztraks would not qualify for MUD because they are not “like” products.	Quantity	Additional Discount	3-4	1%	5-6	2%	7-8	3%	9 units or more	4%
Quantity	Additional Discount										
3-4	1%										
5-6	2%										
7-8	3%										
9 units or more	4%										
Open Market by John Deere (listed in the price book)	Allowed: Open-Market items are implements, attachments, accessories, parts and bundles that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.										
Open Market by Dealer (not listed in the price book)	Allowed: Open-Market items not available from John Deere but offered by the delivering Dealer to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.										
Payment and Remittance	Credit card payments allowed. Remit to Address: Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place Chicago, IL 60673-1217										

Substitutions	Not applicable. This is a current price contract.
Trade-In	Allowed: Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Price Structure

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
Turf Equipment			
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	4%	Current Price
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	9%	Current Price
L25	Lawn Tractors (S100s – S240 only) & Equipment	4%	Current Price
L25	Lawn Tractors (X300s only) & Equipment	18%	Current Price
L30	Garden Tractors & Equipment	18%	Current Price
L35	Equipment for Lawn & Garden Tractors	18%	Current Price
C10	Commercial Walk-Behind Mowers & Equipment	23%	Current Price
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%	Current Price
C15	Commercial Front Mowers & Equipment	23%	Current Price
C18	Commercial Wide Area Mowers & Equipment	23%	Current Price
C20	Compact Utility Tractors & Equipment	18%	Current Price
C21	Equipment for Commercial Mowing Products	23%	Current Price
C25	Equipment for Compact Utility Tractors	18%	Current Price
C40	Mid-Size Crossover Utility Vehicles & Equipment	14%	Current Price
C41	Full-Size Crossover Utility Vehicles & Equipment	14%	Current Price
C42	Traditional Utility Vehicles & Equipment (excludes GS Gators)	17%	Current Price
C47	HPX Utility Vehicles & Equipment	14%	Current Price
C48	Equipment for Utility Vehicles	14%	Current Price
Golf Equipment			
G10	Reel Mowers & Equipment	24%	Current Price
G15	Special Application Mowers & Equipment	24%	Current Price
G20	Special Application Vehicles & Equipment	24%	Current Price
G25	Aeration & Equipment	24%	Current Price
G30	Debris Maintenance & Equipment	24%	Current Price
G35	Golf Fleet Management	13%	Current Price
Frontier Equipment			
Frontier	Cotton	18%	Current Price
Frontier	Cutting & Mowing	18%	Current Price

Frontier	Hay & Forage	18%	Current Price
Frontier	Landscaping	18%	Current Price
Frontier	Livestock	18%	Current Price
Frontier	Material Handling	18%	Current Price
Frontier	Planting & Seeding	18%	Current Price
Frontier	Snow Equipment	18%	Current Price
Frontier	Sprayers	18%	Current Price
Frontier	Tillage	18%	Current Price

Contract Updates

August 31, 2022 – Optional Delivery Fee increased from \$4.00 to \$8.00 per loaded mile.

June 1, 2021 – New contract announced.

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

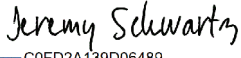
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

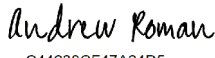
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:22 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/30/2021 | 11:30 AM CDT

Deere & Company

DocuSigned by:

By: C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
Date: 4/30/2021 | 11:29 AM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday February 03, 2021 15:51:18
Submitted On: Wednesday March 10, 2021 08:15:55
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: 15a28f33-864b-4511-9a93-ee50d039fe70
Submitter's IP Address: 165.225.9.87

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company	*
2	Proposer Address:	2000 John Deere Run Cary, NC 27513	*
3	Proposer website address:	www.johndeere.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bethany Schneider 10789 South Ridgeview Road, Olathe, KS 66061 SchneiderBethanyM@JohnDeere.com 515-802-4941	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith shop. Today it has grown into a corporation that does business around the world and employs over 56,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture, construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the US and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918 and manufacturing of lawn equipment since 1963.	*
8	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcwell members.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2020 Annual Report that has been uploaded as part of our proposal.	*
10	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.	*
11	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere is a manufacturer. b. John Deere has a nationwide dealer network. The dealer network are independently owned and operated businesses. John Deere partners with these independently owned John Deere dealers that will deliver and service the products being offered in the RFP.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of grounds maintenance equipment) in the United States.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor 2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100 2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers 2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers 2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.
17	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
18	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds over 115 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows: 2020 - \$320.0M 2019 - \$326.3M 2018 - \$305.5M
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S The total sales volume for the GSA contracts over the past three years are as follows: 2020 - \$15.2M 2019 - \$21.0M 2018 - \$15.3M

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Broward County Public Schools	Edgar Lugo	754-321-0508	*
Loudoun County Virginia	Gerald Landayan	703-771-5956	*
Osceola County Florida	Paul Callaway	407-742-0932	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcewell Participating Addendum	John Leverett	501-683-2222	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 13.2M FY19 = 11.5M FY18 = 10.4M	*
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 5.4M FY19 = 8.1M FY18 = 8.6M	*
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 10.3M FY19 = 12.8M FY18 = 20.7M	*
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment.	Varies	FY20 = 8.0M FY19 = 11.5M FY18 = 10.3M	*
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY20 = 9.1M FY19 = 9.2M FY18 = 9.8M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 5 Government Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining Government Account Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government account managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government account managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Grounds Maintenance Equipment Contract, the government account managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.	*
24	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
25	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	John Deere will serve Sourcewell member agencies in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Account Managers, by helping the Account Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Account Managers will be a valuable tool. Because the Account Managers have a strong relationship with the John Deere dealers, the account managers will help the dealers understand the contract and market it in their particular areas. The account managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.	*
37	Describe any technological advances that your proposed products or services offer.	Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers. 1. Available in a 60- or 72-inch cutting widths, 2. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. 3. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased. 4. The unique design also helps minimize the amount of debris blown onto the operator. 5. Allows operators to mow closely around fixed objects with either side of the deck. Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award 1. Quik-Knect System Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. 2. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. 3. Developed to help increase operator ease and enhance productivity. 4. Operators slide the tractor and implement connectors together until they click into place. Commercial Walk Behind Mowers Recognized with 2020 AE50 Award 1. AE50 awards highlight the most innovative designs in product engineering. 2. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. 3. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: 1. Reduce environment impact including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards. 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.	*
47	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.	*
48	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 4% to 24% off Current MSRP.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include: Residential Zero-Turn Radius Mowers & Equipment Lawn Tractors & Equipment Garden Tractors & Equipment Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers & Equipment Commercial Zero-Turn Radius Mowers & Equipment Commercial Front Mowers & Equipment Commercial Wide Area Mowers & Equipment Compact Utility Tractors & Equipment Equipment for Commercial Mowing Products Equipment for Compact Utility Tractors Mid-Size Utility Vehicles & Equipment Full-Size Utility Vehicles & Equipment Traditional Utility Vehicles & Equipment HPX Utility Vehicles & Equipment Implements for Utility Vehicles TerrainCut Mowers & Equipment Special Application Vehicles & Equipment Aercore & Equipment Debris Maintenance & Equipment Frontier Implements and Attachments Our independent dealer network will provide aftermarket services upon request. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Lawn & Garden - 30 to 60 days after receipt of order. 2. Commercial - 60 to 90 days after receipt of order.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of subcategory products John Deere will offer within this RFP include: Material Handling Attachments (Loaders, Backhoes, Mower Decks, Rotary Tillers, Snow Blowers) Frontier Attachments (Cotton, Cutting/Mowing, Hay & Forage, Landscape, Livestock, Material Handling, Planting & Seeding, Snow, Sprayers, Tillage)

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	☒ Yes ☐ No	See uploaded Price Schedule and Price Pages.pdf.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	☐ Yes ☒ No	No Bid
68	Beach and waterfront maintenance equipment and accessories	☐ Yes ☒ No	No Bid
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	☐ Yes ☒ No	John Deere is not providing parts, service or warranty programs as part of its RFP response. However, Sourcewell members will be able to purchase parts and other service programs directly from the John Deere dealers.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2021 and beyond includes this discussion.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	John Deere relies heavily on applicable safety standards as published by the International Standards Organization (ISO), the American National Standards Institute (ANSI), the American Society of Agricultural and Biological Engineers (ASABE), European Committee for Standardization (CEN), and other organizations. Our goal is to meet or surpass the intent of these standards. As part of our design process, we ensure safety information appears in pre-delivery instructions, operator's manuals, technical manuals, and other service publications. In addition, safety instructions in the form of safety signs are affixed to the product to appropriately warn an operator of potential hazards. We also provide training resources such as videos, posters, brochures, and guides.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☒	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☒	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☒	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☒	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☒	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☒	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☒	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☒	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☒	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☒	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☒	1

**AMENDMENT
TO
CONTRACT #031121-DAC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Deere & Company** (Vendor).

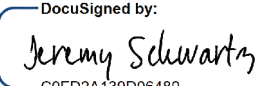
Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 30, 2021, through April 30, 2025, (Original Agreement).

The parties wish to amend the Contract to add:

Upon a Dealer's acceptance of this Contract's Terms and Conditions, Supplier authorizes Dealers to sell directly to Participating Entities; this includes accepting Purchase Orders and Invoicing Participating Entities. In the event a Dealer does not accept this Contract's Terms and Conditions, Supplier may sell directly to Participating Entities.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

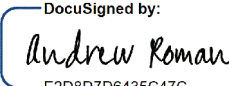
Sourcewell

DocuSigned by:

By: _____
Jeremy Schwartz
C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 7/12/2022 | 9:09 PM CDT

Deere & Company

DocuSigned by:

By: _____
Andrew Roman
E2D8D7D6435C47C...

Title: Contract Administrator

Date: 7/12/2022 | 11:17 AM CDT

Approved:

DocuSigned by:

By: _____
Chad Coauette, Executive Director/CEO
7E42B8F817A64CC...

Date: 7/12/2022 | 9:10 PM CDT

**SOURCEWELL
STATE OF MINNESOTA**



Member Sharon Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-32

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

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

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

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

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

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

The motion for the adoption of the foregoing resolution was duly seconded by Member Greg Zylka and the following voted in favor: (list names here)

Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

CE62E09E8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS -December 2020
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Plastic Refuse and Recycling Container Solutions and Related Equipment, Supplies and Accessories
 Tree and Vegetation Management Equipment, Attachments, and Accessories
 Facilities Maintenance Services
 Special Education Teletherapy Services

Requesting Board permission to Re-Solicit the following categories:

Auction Services with Related Solutions (published 12/08/20)
 Bulk Solid Waste and Recycling Equipment with Related Services, Accessories and Supplies
 Grounds Maintenance Equipment, Attachments, and Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
MSC Industrial Supply	101320-MSI	"Janitorial Supplies and Equipment with Related Services"
Staples Contract & Commercial, LLC	101320-SCC	"Janitorial Supplies and Equipment with Related Services"
W.W. Grainger, Inc.	101320-WWG	"Janitorial Supplies and Equipment with Related Services"
Dover Fueling Solutions, Inc.	092920-DVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
E.J. Ward, Inc.	092920-EJW	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Gilbarco, Inc.	092920-GVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Graco, Inc.	092920-GRC	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
JF Petroleum Group	092920-JFA	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Multiforce Systems Corp.	092920-MTF	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Syn-Tech Systems, Inc.	092920-SYS	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Titan Chemical Transfer Solutions, LLC	092920-TAN	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Western Global	092920-WST	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Gilbarco Veeder-Root	022217-GVR	"Fleet Management and Related Technology Solutions"
Synovia Solutions	022217-SSL	"Fleet Management and Related Technology Solutions"
Pitney Bowes	041917-PIT	"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"
National Auto Fleet Group	081716-NAF	"Class 6, 7, and 8 Chassis with Related Equipment"
Falcon Road Maintenance	052417-FRM	"Roadway Maintenance Equipment"
Audio Enhancement, Inc.	111616-AEI	"Classroom Audio Technology Equipment with Related Accessories, Services and Supplies"

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

eziQC RENEWALS

Company Name	Contract Number	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	

Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-R01-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-12

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

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

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

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

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

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

The motion for the adoption of the foregoing resolution was duly seconded by Member Zylka and the following voted in favor: (list names here)

Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts & Kircher
and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - May 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Tires and Related Equipment, Supplies, and Services
 Restrooms and Related Solutions
 Roadway Construction Equipment

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Epson America, Inc.	030321-EPS	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
HP, Inc.	030321-HPC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Konica Minolta Business Solutions USA, Inc.	030321-KON	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Ricoh USA, Inc.	030321-RCH	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Sharp Electronics Corporation	030321-SEC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Toshiba America Business Solutions, Inc.	030321-TOS	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Xerox Corporation	030321-XOX	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"
Convergint Technologies, LLC	030421-CTL	"Facility Security Systems, Equipment, and Software with Related Services"
Johnson Controls Fire Protection, LP	030421-JHN	"Facility Security Systems, Equipment, and Software with Related Services"
Siemens Industry, Inc.	030421-SIE	"Facility Security Systems, Equipment, and Software with Related Services"
Stanley Convergent Security Solutions, Tyco Integrated Fire and Security dba Johnson Controls	030421-SCS	"Facility Security Systems, Equipment, and Software with Related Services"
	030421-TIS	"Facility Security Systems, Equipment, and Software with Related Services"
Ariens Company	031121-ACO	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Bobcat Company	031121-CEC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Cub Cadet	031121-MTD	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Deere & Company	031121-DAC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Generac Power Systems	031121-GNR	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Husqvarna Professional Products	031121-HSQ	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Hustler Turf Equipment Inc.	031121-THE	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Kubota Tractor Corporation	031121-KBA	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Old Dominion Brush Company	031121-ODB	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Scag Power Equipment Inc.	031121-SCG	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
The Toro Company	031121-TTC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Woods Equipment Company	031121-WDE	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
Morbark, LLC	031721-MBI	"Tree Maintenance Equipment, Attachments and Accessories"
Vermeer Corporation	031721-VRM	"Tree Maintenance Equipment, Attachments and Accessories"

CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
Carrier Corporation	030817-CAR	"HVAC Systems, Installation and Service with Related Products and Supplies"
Crafco, Inc.	052417-CFC	"Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies"
NEW ezIQC CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
ezIQC RENEWALS		
Company Name	Contract Number	
Brown & Root	GA-A01-040820-KBR	
Greene & Burdette Property Management, LLC	GA-A02-040820-GBP	
HITT Contracting, Inc.	GA-A03-040820-HCI	
Striker Contracting, LLC	GA-A04-040820-SCL	
Crown Retail Services, Inc.	GA-A05-040820-CRS	
Albion Scaccia Enterprises, LLC	GA-A06-040820-ALB	
Paryani Construction	GA-A07-040820-PAR	
HCR Construction, Inc.	GA-A08-040820-HCR	
Lichty Commercial Construction, Inc.	GA-A09-040820-LIY	
Place Services, Inc.	GA-A10-040820-PLA	
Greene & Burdette Property Management, LLC	GA-B02-040820-GBP	
Crown Retail Services, Inc.	GA-B03-040820-CRS	
HITT Contracting, Inc.	GA-B04-040820-HCI	
Albion Scaccia Enterprises, LLC	GA-B05-040820-ALB	
Centennial Contractors Enterprises, Inc.	GA-B06-040820-CCE	
Darsey Construction, LLC	GA-B07-040820-DAR	
Place Services, Inc.	GA-B08-040820-PLA	
Ujamaa Construction	GA-B10-040820-UJA	
Darsey Constructionm LLC	GA-C01-040820-DAR	
Greene & Burdette Property Management, LLC	GA-C02-040820-GBP	
Albion Scaccia Enterprises, LLC	GA-C03-040820-ALB	
HITT Contracting, Inc.	GA-C04-040820-HCI	
Place Services, Inc.	GA-C05-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-C06-040820-CCE	
Engineering Design Technologies, Inc.	GA-C07-040820-EDT	
Ujamaa Construction	GA-C08-040820-UJA	
Jewel of the South	GA-C10-040820-JOS	
Darsey Constructionm LLC	GA-D02-040820-DAR	
Greene & Burdette Property	GA-D03-040820-GBP	
Lynn Construction Contracting, Inc.	GA-D04-040820-LYN	
Albion Scaccia Enterprises, LLC	GA-D05-040820-ALB	
HITT Contracting, Inc.	GA-D06-040820-HCI	
Place Services, Inc.	GA-D07-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-D08-040820-CCE	
Engineering Design Technologies, Inc.	GA-D09-040820-EDT	
Ujamaa Construction	GA-D10-040820-UJA	
F.H. Paschen, S.N. Nielsen & Associates,	GA-ST01-040820-FHP	
Prime Contractors, Inc.	GA-ST02-040820-PCI	
JOC Construction	GA-ST03-040820-LRI	
Bayne Development Group	GA-ST04-040820-BDG	
Huper Optik USA, LP	GA-ST05-040820-HOP	
Ward Humphrey, Inc.	GA-ST06-040820-WHI	
Johnson-Laax Construction, LLC	GA-ST07-040820-JLC	
Osprey Management, LLC	GA-ST08-040820-OML	
Astra Construction Services, LLC	GA-ST09-040820-ACS	
Rubio and Son Interiors, Inc.	GA-ST10-040820-RSI	
LEE Construction Group, Inc.	FL-NEA-GC01-041019-LCI	

FHP Tectonics Corp.	FL-NEA-GC02-041019-FTC	
Epic Construction, Inc.	FL-NEA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-NEA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-NEA-GC05-041019-CPP	
Astra Construction Services, LLC	FL-NEA-GC06-041019-ACS	
David Mancini & Sons, Inc.	FL-NEA-GC07-041019-DMS	
Lanzo Construction Co., Florida	FL-NEA-P01-041019-LCC	
Advanced Roofing, Inc.	FL-NEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-NEA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NEA-UG2-041019-SUI	
LEE Construction Group, Inc.	FL-NWA-GC01-041019-LCI	
Astra Construction Services, LLC	FL-NWA-GC02-041019-ACS	
Johnson-Laux Construction, LLC	FL-NWA-GC03-041019-JLC	
OmniCon Corp	FL-NWA-GC04-041019-OMN	
Lanzo Construction Co., Florida	FL-NWA-P01-041019-LCC	
EnviroWaste Services Group, Inc.	FL-NWA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NWA-UG2-041019-SUI	
Advanced Roofing, Inc.	FL-NWA-R01-041019-ADR	
Harbour Construction, Inc.	FL-SEA-GC01-041019-HBC	
Shiff Construction & Development, Inc.	FL-SEA-GC02-041019-SCD	
d2 Construction, Inc.	FL-SEA-GC03-041019-DTC	
Team Contracting, Inc.	FL-SEA-GC04-041019-TCI	
BDI Construction Company	FL-SEA-GC05-041019-BDI	
Danz Contracting, LLC	FL-SEA-GC06-041019-DCL	
LEE Construction Group, Inc.	FL-SEA-GC07-041019-LCI	
FHP Tectonics Corp.	FL-SEA-GC08-041019-FTC	
Metro Express, Inc.	FL-SEA-P01-041019-MEI	
Lanzo Construction Co., Florida	FL-SEA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-SEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-SEA-UG1-041019-EWS	
Metro Express, Inc.	FL-SEA-UG2-041019-MEI	
BDI Construction Company	FL-WCA-GC01-041019-BDI	
LEE Construction Group, Inc.	FL-WCA-GC02-041019-LCI	
Epic Construction, Inc.	FL-WCA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-WCA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-WCA-GC05-041019-CPP	
Caladesi Construction Co.	FL-WCA-GC06-041019-CAL	
Astra Construction Services, LLC	FL-WCA-GC07-041019-ACS	
Shiff Construction & Development, Inc.	FL-WCA-GC08-041019-SCD	
Caladesi Construction Co.	FL-WCA-P01-041019-CAL	
Lanzo Construction Co., Florida	FL-WCA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-WCA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-WCA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-WCA-UG2-041019-SUI	
ezIQc CONTRACT EXTENSIONS		
Company Name	Contract Number	



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #031121
Entitled

Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

The following advertisement was placed January 19, 2021 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and January 20, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

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

Aebi Schmidt North America	Manufacturers Solutions Team
AGCO Corporation	Max Distributing / BCS America
Altoz, Inc.	Moridge Manufacturing, Inc.
Ariens Company	MTD Products
ASW, LLC dba American Landmaster	Oakcreek Golf and Turf, LP
Bandit Industries, Inc.	PB Loader Corporation
BCS America, LLC	Peak Machinery
Blue Diamond Attachments	Power Distributors, LLC
Bonnell Industries, Inc.	Prairie Coast Equipment, Inc.
BUCEPHALUS BUYER, LLC	Prime Vendor, Inc.
Builrite Manufacturing, Inc.	Professionally Engineered Structures And Associates, LLC
C & B Manufacturing	Regina Construction Association
Chevin Fleet Solutions, LLC	RhinoAg, Inc.

Clark Equipment Company	Saris Cycling Group
Crary Bear Cat	Scag Power Equipment
DABO, Inc.	Schiller Grounds Care
Deere & Company	Slope Care, LLC
Deerland Equipment	Smithco, Inc.
Diamond Tree Moving, Ltd	Stonebrooke Equipment, Inc.
Old Dominion Brush Company, by Contract Administrator DuCo, LLC	Switch-N-Go, LLC
Elements Design, Inc.	The Toro Company
Embankscape Equipment, LLC	ThorWorks Industries, Inc.
EnviroSales	Tobroco Machinery, LLC
Equipment Works Inc., LLC	Tony Sanchez, LTD
Exmark Mfg. Co., Inc.	Trackless Vehicles, Ltd.
Ferri	Tractorland Kubota, Ltd.
Fiber Marketing International, Inc.	TURFCO Manufacturing
Generac Power Systems	United Rentals Fluid Solutions
Green Climber of North America	United Rotary Brush Corporation
GRYB USA	UtiliTough, Inc.
H. Barber & Sons, Inc.	Valley View Lawn and Landscape, LLC
Holder Tractors Inc	VENTURE PRODUCTS, INC.
Husqvarna Professional Products, Inc.	Voigt Smith Innovation, LLC
Hustler Turf Equipment, Inc.	Walker Manufacturing Company
JOHN-HENRY ENTERPRISES, INC.	WDDS ENTERPRISES
Karcher Municipal North America Corp.	Westvac Industrial, Ltd.
Kubota Tractor Corporation	Wiedenmann North America, LLC
Land Pride, A Division of Great Plains Mfg., Inc.	Woods Equipment Company

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on March 11, 2021, at 4:32:52 pm CT. Proposals were received from the following:

Aebi Schmidt North America
 Altoz, Inc.
 Ariens Company
 Bandit Industries, Inc.
 BCS America, LLC
 Blue Diamond Attachments
 Bonnell Industries, Inc.
 BUCEPHALUS BUYER, LLC
 C & B Manufacturing
 Clark Equipment Company
 Crary Bear Cat
 Deere & Company
 Embankscape Equipment, LLC
 Exmark Mfg. Co., Inc.
 Ferri

Generac Power Systems
 Green Climber of North America
 GRYB USA
 H. Barber & Sons, Inc.
 Husqvarna Professional Products, Inc.
 Hustler Turf Equipment, Inc.
 Karcher Municipal North America Corp.
 Kubota Tractor Corporation
 Land Pride, A Division of Great Plains Mfg., Inc.
 Max Distributing / BCS America
 Moridge Manufacturing, Inc.
 MTD Products
 Old Dominion Brush (by DuCo, LLC)
 RhinoAg, Inc.
 Scag Power Equipment
 Schiller Grounds Care
 Smithco, Inc.
 Stonebrooke Equipment, Inc.
 Switch-N-Go, LLC
 The Toro Company
 Tobroco Machinery, LLC
 Trackless Vehicles, Ltd.
 TURFCO Manufacturing
 VENTURE PRODUCTS, INC.
 Walker Manufacturing Company
 Wiedenmann North America, LLC
 Woods Equipment Company

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 Bev Hoemberg, Procurement Analyst
 Duff Erholtz, Client Relations Administrator
 Bill Davison, CPPO, CPP, Procurement Analyst

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

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Ariens Company manufactures outdoor power equipment including a variety of snow removal products under the Snow-Thro brand, Gravely commercial mowers and utility vehicles, and a new all-day electric commercial zero-turn mower. Ariens Company has four Distribution Centers throughout the United States and 3,500 independent dealers. Sourcewell participating entities will receive a competitive price discount off list price and volume discounts are also available.

Clark Equipment Company designs, manufactures, markets, and distributes compact equipment for landscaping and grounds maintenance purposes. With 1,200 independent dealers and 3,000 sales specialists throughout North

America, Bobcat can provide local sales, service, parts, lease, and rental services. Sourcewell participating entities will receive a competitive discount off list price and additional multi-unit quantity discounts.

Deere & Company provides a broad selection of lawn, turf, and vegetation maintenance and snow removal equipment, including lawn and garden tractors with attachments, professional mowing equipment, utility vehicles, compact tractors with attachments, tractor loaders, rotary cutters, golf and turf related equipment with attachments and implements under the Frontier brand. They offer discounts from MSRP by product category, with additional multi-unit purchase discounts on many lines. Deere dealers are available to serve the needs of participating entities across North America.

Generac Power Systems, DR Power and Mean Green Mowers offers a full line of commercial electric lawn mowers, ride-on electric mowers, stand-on electric mowers, wide-area mowers, field and brush mowers, rototillers, edgers, chippers, leaf vacuums, stump grinders and snow blowers. They have a network of over 1,200 independent dealers, and over 10,000 trained dealer technicians throughout North America to serve Sourcewell participating entities. Generac is offering a competitive discount off MSRP with available financing options.

Husqvarna Professional Products, Inc. is offering a full range of zero turn mowers, stand-on mowers, riding lawn mowers, walk behind mowers, robotic lawn mowers, chainsaws, hedge trimmers, leaf blowers, edgers, brushcutters, aerators, dethatchers, seeders, sprayers, and battery powered outdoor power equipment. With over 5,000 dealers across the United States and Canada, they stand ready to serve Sourcewell participating entities. Husqvarna is offering a range of discounts from list pricing on equipment, products, and attachments/accessories.

Hustler Turf Equipment, Inc. provides a full line of mowers, with accessories, and a line of utility vehicles, for participating entities' grounds maintenance needs. Sales and service are offered through over 1,100 dealers and they maintain distributor product and parts warehouses in multiple locations in the United States. The Hustler pricing includes significant discounts off MSRP, with free set up and delivery of mowers in the lower 48 states.

Kubota Tractor Corporation offers a full spectrum of lawn, sod, grounds, garden equipment and tools at over 1,100 Kubota dealers in the United States and 154 dealers in Canada. The Kubota product line includes lawn and garden tractors, riding mowers, walk behind mowers, zero-turn mowers, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, mower decks, grass mulchers and catchers, plus blades for moving dirt or snow. Kubota offers a significant discount off MSRP to Sourcewell participating entities.

MTD Products offers a full line of zero-turn, stand-on and walk behind mowers along with snow blowers, lawn and garden equipment, and hand-held outdoor power equipment, including leaf blowers and trimmers. Current brands include: Cub Cadet®, Troy-Bilt®, Remington®, Robomow®, Yard Machines®, Rover®, WOLF-Garten®, and Bolens®. MTD Products Company has approximately 1,600 retailers throughout the United States and Canada. A considerable discount off list price is offered to Sourcewell participating entities.

Old Dominion Brush is providing truck-mounted, self-contained and tow behind leaf and debris collection vacuums. They have dealer locations throughout the United States and Canada available to serve participating entities. ODB is offering a solid discount off list price. Additional discounts are available on the purchase of multiple units.

Scag Power Equipment is providing commercial walk-behind, stand-on, sit down, zero turn lawn mowers, stand-on spreader sprayers, and debris management equipment. With 1,200 dealer locations, they can provide complete

sales and service coverage across North America. Scag offers financing options and a considerable discount off MSRP pricing for Sourcewell participating entities.

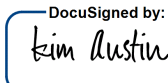
Toro Company, for over 100 years, has been offering solutions in the US and Canada for outdoor projects including turf maintenance, snow management, landscape, irrigation solutions, specialty construction equipment and rentals. They have financing and leasing programs available. Sourcewell participating entities will receive a significant discount off MSRP line-item pricing, with additional volume pricing available at some dealerships.

Woods Equipment Company is offering attachments for tractors including rigid and flex-wing rotary cutters, rigid and flex-wing mowers, flail shredders, box scrapers, grading scrapers, landscape rakes, post hole diggers, rear blades, stump grinders, disc harrows, tillers, seeders, snow blowers, and zero-turn mowers. Woods has over 1,500 dealer locations across the United States and Canada to deliver solutions to Sourcewell participating entities. Their products are being offered at significant discounts from list price.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #031121 to:

Ariens Company	#031121-ACO
Clark Equipment Company	#031121-CEC
Deere & Company	#031121-DAC
Generac Power Systems	#031121-GNR
Husqvarna Professional Products, Inc.	#031121-HSQ
Hustler Turf Equipment, Inc.	#031121-HTE
Kubota Tractor Corporation	#031121-KBA
MTD Products	#031121-MTD
Old Dominion Brush	#031121-ODB
Scag Power Equipment	#031121-SCG
Toro Company	#031121-TTC
Woods Equipment Company	#031121-WDE

The preceding recommendations were approved on April 28, 2021.

DocuSigned by:

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

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Bev Hoemberg, Procurement Analyst

Sourcewell

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DocuSigned by:

Duff Erholtz

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Duff Erholtz, Client Relations Administrator

DocuSigned by:

Bill Davison

679614F597034BA...

Bill Davison, CPPO, CPP, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #031121 for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services**.

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

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

Publish

Pending biddingo Approval

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✓ Invite Bidders

No

✓ Evaluate Response online

No

✓ Internal Approval

No

✓ Enable Collaboration with other Users

No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	031121
Solicitation Name	Grounds Maintenance Equipment, Attachments, and Accessories with Related Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	031121 Grounds Maintenance
--------------------------------	----------------------------

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$400,000,000.00
Publish Date	01/19/2021	Closing Date & Time	03/11/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Agricultural/ Forestry/ Mining

Agricultural Equipment

Irrigation systems, harvesters, ballers, farming equipment, etc. tractors, aquaculture equipment

Solicitation Overview

Sourcewell

Formerly NLPN

Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

031121

Closing Date: 03/11/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

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

Email Address

carol.jackson@sourcewell-mn.gov

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[User Manuals / Support]

Page 103 of 359

AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

Case Number: NOT PROVIDED

**Grounds Maintenance Equipment, Attachments, and Accessories with Related Services
Sourcewell; Bid Location Staples, MN, Todd County; Due 03/11/2021 at 04:30 PM**

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

1/20/2021

State of Oregon
County of Multnomah

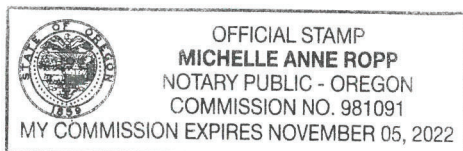
SIGNED OR ATTESTED BEFORE ME
ON THE **20th** DAY OF **January**, 2021

Nick Bjork

Nick Bjork

Michelle A Ropp

Notary Public-State of Oregon



**SOURCEWELL
GROUNDS MAINTENANCE
EQUIPMENT, ATTACHMENTS, AND
ACCESSORIES WITH RELATED
SERVICES**

**Proposals Due 4:30 pm,
March 11, 2021**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Jan. 20, 2021. 11953344

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11953344
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD)	\$400,000,000.00 (Not shown to suppliers)
Reference Number	0000190805
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	031121
Title	Grounds Maintenance Equipment, Attachments, and Accessories with Related Service
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Term: 2021/05/10 01:00:00 AM EDT - 2025/05/09 01:00:00 AM EDT
Description	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2021/01/19 08:45:42 AM EST
Question Acceptance Deadline	2021/03/04 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2021/03/11 05:30:00 PM EST

Prebid Conference	2021/02/11 11:00:00 AM EST
--------------------------	----------------------------

Contact Information

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

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2021/02/11 11:00:00 AM EST
Location	Online Conference
Event Note	Logging information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document
Bid Documents List	

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (5)		
G	Goods Goods	
N37	Agricultural Machinery And Equipment Agricultural Machinery And Equipment	
N3750C	GARDENING AND GROUND MAINTENANCE IMPLEMENTS AND TOOLS, POWERED (N.E.S) GARDENING AND GROUND MAINTENANCE IMPLEMENTS AND TOOLS, POWERED (N.E.S)	
N3750R	TRACTORS, GARDENING TRACTORS, GARDENING	
N3750S	SPRINKLERS, GARDEN, LAWN SPRINKLERS, GARDEN, LAWN	
N3750	GARDENING IMPLEMENTS AND TOOLS Gardening Implements and Tools Includes Garden Tractors, Walking Type; Lawn Mowers, Powered and Nonpowered; Hedge Trimmers; Lawn Seeders; Fertilizer Spreaders; Gardening Rakes, Forks, Hoes, and other Garden Tools.	
N3750P	GARDENING AND GROUND MAINTENANCE IMPLEMENTS AND TOOLS, (N.E.S) GARDENING AND GROUND MAINTENANCE IMPLEMENTS AND TOOLS, (N.E.S)	NON-POWERED NON-POWERED
MERX Category (1)		
G	Goods Goods	
G22	Miscellaneous Goods Miscellaneous Goods	
UNSPSC Categories (2)		
70000000	Farming and Fishing and Forestry and Wildlife Contracting Services	
70170000	Water resources development and oversight	
70171700	Irrigation	
72000000	Building and Construction and Maintenance Services	
72100000	Building construction and support and maintenance and repair services	
72102900	Grounds maintenance services	



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This document printed
Friday, 01/15/2021

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 031121

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 01/19/2021

Due Date/Time: 03/11/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Agriculture, Forestry, Gardening, Landscaping, Lawn Maintenance & Snow Removal
- *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

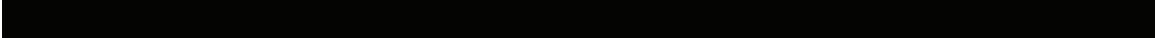
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [\[https://proportal.sourcewell-mn.gov\]](https://proportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov



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Bid RFP #031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

[\[Switch to Vendor View\]](#)

Bid Type **RFP**

Bid Number **031121**

Title **Grounds Maintenance Equipment, Attachments, and Accessories with Related Services**

Start Date **Jan 19, 2021 7:50:24 AM CST**

End Date **Mar 11, 2021 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access Reports

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

Questions

0 Questions
0 Unanswered
[\[View/Ask Questions\]](#)

Edit Bid

[\[Create Addendum\]](#)

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Feb 11, 2021 10:00:00 AM CST**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

Documents

No Documents for this bid



Opportunity Notice Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Category: Services

This opportunity is now
closed.

[View Bid Package](#)

Opportunity Information

Organization: Saskatchewan
Organization Address:
Reference Number: RFP031121
Solicitation Number: RFP031121
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 01/20/2021
Closing (MM/dd/yyyy): 03/11/2021
Last Update (MM/dd/yyyy): 01/19/2021
Agreement Type: NWPTA and CFTA and CETA
Region of Opportunity:
Region of Delivery: Saskatchewan
Opportunity Type:
Commodity Codes:

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

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

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View Details

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Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 031121
Bid Name:	Grounds Maintenance Equipment, Attachments, and Accessories with Related Services
Bid Status:	Closed
Bid Closing Date:	Thu Mar 11, 2021 4:30:00 PM (CST)
Question Deadline:	Thu Mar 4, 2021 4:30:00 PM (CST)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

 Register for this Bid
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Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for [Grounds Maintenance Equipment, Attachments, and Accessories with Related Services](#) to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [\[https://proportal.sourcewell-mn.gov\]](https://proportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.

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THE STATE MEDIA CO., INC.

Columbia, South Carolina publisher of

The State

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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004853577	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local go

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities.

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State of South Carolina

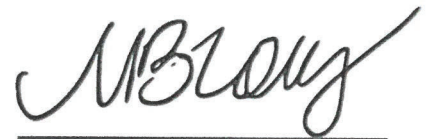
County of Richland

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

1 Insertion(s)

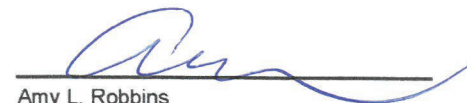
Published On:

January 19, 2021



Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 1st day of February in the year of 2021



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

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NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Grounds Maintenance Equipment, Attachments, and Accessories with Related Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

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

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HBO finale details tawdry side of Tiger



Mike Freeman
Columnist
USA TODAY

When the National Enquirer is one of the stars of a documentary, you know what's going to follow is absolute trash.

The second and final part of HBO's documentary "Tiger" aired on Sunday and it's dramatically different from the first. The initial one was deep, thoughtful and fearlessly examined the issue of race in Woods' life.

The second one was ... none of those things.

If you were going to give part two a title it would be: *Enquirer v. Tiger Woods*.

It's necessary to examine Woods, and how he created a phony image, and chronicle his downfall, his arrogance. That's all a part of the Woods story. It makes sense.

The Enquirer reporter being interviewed, and the tabloid's role in uncovering that Woods was having an affair, is just hard to take. It's Woods' fault. He played himself. He's in the wrong, but after watching the Enquirer part of the story you'll need a shower.

The reporter, for example, says in the documentary the tabloid took photographs of Woods having sex, and — this is insane to write but here we go — picked up a discarded tampon used by the woman Woods was having an affair with and kept it in their vault as some sort of proof.

Just imagine what the inside of that vault must have looked like.

Once Woods was caught, the documentary says, he and his camp cut a deal. They did a catch-and-kill with the story. This phenomenon became more generally known during the presidency of Donald Trump and it turns out Woods was ensnared by this as well. The Enquirer would kill the story if Woods appeared on the cover of *Men's Fitness*,



The new Tiger Woods documentary is streaming on HBO Max. HBO

which was owned by the same company. Woods agreed and appeared on the cover. It was all done in secret.

Other parts of the documentary deal with what people close to Woods say was his search for a substitute for his father's presence and approval. Earl Woods died in 2006 and after that Woods became an adrenaline junkie, once telling his caddy, Steve Williams, he wanted to quit golf and join the Navy SEALs.

Rachel Uchitel, who had an affair with Woods, gives a highly personal and honest interview to HBO, and the best part is how she describes how Woods could go on with his life but she never fully recovered.

"That was the end of my life as I knew it," she says in the documentary.

We don't hear from Woods' ex-wife, Elin Nordegren, the real victim in this story.

What Woods either didn't know, or he didn't care about, was that the Enquirer had been tracking him all along. Then came the infamous driveway car crash. After that, everything else in Woods' life crashed, too, until the comeback in 2019

when he won the Masters. It was his first major championship win in 11 years.

The second installment does chronicle other things besides the scandals, including Woods coming back from a series of injuries.

But there's so much scandal it overwhelms everything else about the second part of the doc.

The Enquirer tends to have this effect.

And for those who waited to view both parts together, here are observations from Part One:

It was after Tiger's historic 1997 Masters win that in many corners of the country, particularly the conservative ones, Woods' accomplishment was presented as proof that America wasn't racist.

Woods was a way for some to say: see, how bad could racism be? A Black dude just won the Masters.

Says Gary Smith, senior writer for *Sports Illustrated*, in the doc and speaking about Woods' Masters win: "It was like white America almost patting itself on the back. Like, 'Look, this is the promise that America makes. That any-

one can use the tools that this country offers and make it to the highest levels. Regardless of race, color creed."

"We like to believe we're this place without racism, but that's a great American myth."

Broadcaster Bryant Gumbel puts it even more bluntly: "It's a racial society."

Again, as people then were trying to use Woods as proof that America had a Black friend, Gumbel, like many others, knew better. Gumbel in the documentary told a poignant story about how he felt when Woods first publicly referred to himself as "Cablinasian."

"People of color had so much invested in him," Gumbel said. "I'd be lying if I said I wasn't disappointed. You know my grandkids are biracial. And somebody asked me, they said, 'Well, what do you tell them?' And I tell them, 'They're Black. They're African American.' They said, 'Why?' And I said that's how America is going to look at them."

We knew then how silly the notion of Woods as a racial healer was, and we particularly know it now, considering what's happening in the country at this moment.

What the documentary also shows is how the pressure on Woods to not just be an outstanding golfer, but to also be some type of unifying figure, was instigated by his father, Earl.

It should be noted the documentary absolutely savages Earl. He's portrayed as uber-controlling — and that's a nice way to put it.

Earl believed his son could flip the great American myth of a non-racist country on its head and transform it from myth to reality. He spoke about Woods after his Masters win like Woods was an Avenger.

"Other people now know what I knew all along," Earl said in the documentary. "They were just too stubborn to see it. He is just getting aware that he has this power. When he is in full control of that power, he can then make a difference in the world."

Olympic gold is target for 5-time US champ



Christine Brennan
Columnist
USA TODAY

The greatest U.S. male figure skater in a generation had just decisively won another national title Sunday, his fifth in a row, when attention immediately turned to where it always turns for Nathan Chen.

The Olympics. The next Winter Olympic Games, now just 13 months away in Beijing.

Three years ago, Chen was an 18-year-old gold medal favorite at the 2018 Olympics in South Korea when his nerves got the best of him and he bombed in the men's short program, finishing a dismal 17th. Having no chance to win a medal, with the weight of the world lifted from his shoulders, Chen went on to win the long program and finish fifth overall.

He has not lost a competition since. World championships, national championships, Grand Prix events — Chen,



Nathan Chen poses with his medal at the 2021 U.S. Figure Skating Championships.

ORLANDO RAMIREZ/USA TODAY SPORTS

now 21, is undefeated since Pyeongchang, a remarkable achievement in any sport at any time, but especially now, at the most competitive time in his sport's history.

In the old days, with the 6.0 scoring system, competitions were more like coronations, with the skaters who possessed the most glowing résumés often getting preferential treatment from

judges who could get away with almost anything back in the day.

There will always be shenanigans in figure skating, but because the foundation of the sport's infamous judging system now is built on a rigid points system, the skaters truly have to deliver the goods to have a chance to win.

Skating also is a slippery sport, where athletes such as Chen land multiple quadruple jumps on a sliver of a blade of steel, on ice of course. So to do what Chen has done, to win over and over again on both the national and world stage, is extraordinary.

But he knows, as we all do, that the 2022 Olympic gold medal in men's figure skating is his ultimate prize.

"It's always been a dream of mine to be able to win a national title, to win a world title, to win an Olympic title," he said. "Easier said than done. I thought that I had a chance in 2018 and that didn't happen and I'm able to live with that."

"Of course I would love to be able to win the next Olympics, but if that doesn't happen, it's not like my legacy or who I am is ultimately diminished. I'm

still happy with everything that I've done. I'm proud of everything that I've already accomplished in skating. I still would love to improve and be better, but truthfully, I'm really happy with where I am and what I've already done, so whether or not I get that title at the Olympics is not going to define me as a person."

By easily defeating countrymen Vincent Zhou and Jason Brown on Sunday inside the skating bubble at Orleans Arena in Las Vegas, Chen became the first American man to win five consecutive national titles since the legendary Dick Button in the 1940s and 1950s. Brian Boitano never did it. Nor did Scott Hamilton. Michelle Kwan won eight national titles in a row, and nine overall, during her stellar career, but what Chen has accomplished is a rare feat indeed.

A rising junior at Yale, Chen is on a leave of absence from his studies during the pandemic to focus on this skating season, and, of course, the next, with all of its promise and pressure.

"The future will come," he said, "so right now, I'm just going to be happy in this moment."

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NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Grounds Maintenance Equipment, Attachments, and Accessories with Related Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 pm Central Time, and late proposals will not be considered.

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Proposal Evaluation
Grounds Maintenance Equipment, Attachments, and Accessories with Related Services RFP #031121

Possible Points		Aebi Schmidt North America	Altoz, Inc	Ariens Company	Bandit Industries, Inc.	BCS America, LLC	Blue Diamond Attachments	Bonnell Industries Inc.	BUCEPHALUS BUYER, LLC	C & B Manufacturing	Clark Equipment Company	Crary Bear Cat	Deere & Company	DuCo, LLC	Embankscape Equipment LLC	Exmark Mfg. Co., Inc.	Ferri	Generac Power Systems	Green Climber of North America	GRYB USA	H. Barber & Sons, Inc.	Husqvarna Professional Products, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	43	39	43	42	36	42	42	37	39	44	43	41	45	41	41	36	43	41	35	42	43
Pricing	400	324	326	331	314	240	323	325	304	271	346	328	329	328	316	323	311	339	289	272	335	329
Financial, Industry and Marketplace Successes	75	65	54	65	62	55	63	63	62	60	69	65	71	69	61	57	56	63	61	53	64	67
Wider's Ability to Sell/ Service Contract Nationally	100	84	66	86	78	75	83	71	83	70	88	83	87	85	74	81	65	86	72	68	73	83
Bidder's Marketing Plan	50	43	28	43	37	35	40	41	38	32	43	44	43	46	40	42	36	42	38	35	43	44
Value Added Attributes	75	60	59	64	54	53	55	63	52	56	68	61	65	67	58	67	50	65	62	49	63	67
Warranty Coverages and Information	50	44	41	43	42	37	39	38	41	34	43	43	43	43	46	41	38	41	40	40	42	42
Selection and Variety of Products and Services Offered	200	151	145	164	150	146	153	144	164	134	172	148	175	157	139	174	138	162	139	134	146	174
Total Points	1,000	814	768	839	779	677	798	787	781	696	873	815	854	840	775	826	730	841	742	686	808	849
Rank Order		14	32	10	25	42	20	26	28	40	1	15	3	8.5	30.5	14	39	7	37	41	18	5

Possible Points		Hustler Turf Equipment, Inc	Kärcher Municipal North America Corp.	Kubota Tractor Corporation	Land Pride, A Division of Great Plains Mfg. Inc.	Max Distributing / BCS America	Moridge Manufacturing, Inc.	MTD Products	RhinoAg, Inc.	Scag Power Equipment	Schiller Grounds Care	Smithco, Inc	Stonebrooke Equipment, Inc.	Switch-N-Go, LLC	The Toro Company	Tobroco Machinery LLC	Trackless Vehicles Ltd.	TURFCO Manufacturing	VENTURE PRODUCTS INC.	Walker Manufacturing Company	Wiedenmann North America, LLC	Woods Equipment Company
Conformance to Terms/ Conditions to Include Documentation	50	42	42	43	43	40	41	43	39	43	39	42	42	42	42	41	42	40	41	41	41	40
Pricing	400	353	319	330	335	323	320	337	313	339	290	322	317	297	346	328	309	300	320	315	317	339
Financial, Industry and Marketplace Successes	75	64	62	69	65	59	61	66	63	65	59	63	60	62	65	62	63	62	64	63	63	64
Bidder's Ability to Sell/ Service Contract Nationally	100	82	79	88	86	72	77	87	82	85	75	77	71	73	86	75	79	74	82	79	76	85
Bidder's Marketing Plan	50	43	41	43	42	39	38	42	39	42	42	37	37	37	43	42	41	42	43	42	41	45
Value Added Attributes	75	61	61	67	55	55	59	61	56	63	52	58	52	53	67	55	58	58	56	60	59	56
Warranty Coverages and Information	50	43	44	39	41	43	41	44	43	43	36	43	42	40	38	39	43	44	41	40	42	43
Selection and Variety of Products and Services Offered	200	165	161	168	162	127	154	160	163	156	152	149	128	130	175	146	140	142	149	158	147	164
Total Points	1,000	853	809	791	847	829	758	791	840	798	836	745	796	749	734	798	775	762	796	798	786	836
Rank Order		4	17	6	13	34	24	8.5	20	11.5	36	22.5	35	38	4	25	30.5	33	22.5	20	27	11.5

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

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Duff Erholtz, Procurement Analyst



Proposal Opening Record

Date of opening: March 11, 2021

Sourcewell posted Request for Proposal #031121, for the procurement of Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, January 19, 2021, and the solicitation remained in an open status within the portal until March 11, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on March 11, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #031121 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Aebi Schmidt North America - Submitted 3/11/21 at 12:56:09 PM
 Altoz, Inc. - Submitted 3/10/21 at 11:44:17 AM
 Ariens Company - Submitted 3/11/21 at 10:33:19 AM
 Bandit Industries, Inc. - Submitted 3/08/21 at 8:57:49 AM
 BCS America, LLC - Submitted 3/11/21 at 1:35:19 PM
 Blue Diamond Attachments - Submitted 3/11/21 at 4:00:19 PM
 Bonnell Industries, Inc. - Submitted 3/10/21 at 4:49:17 PM
 BUCEPHALUS BUYER, LLC - Submitted 3/11/21 at 12:48:41 PM
 C & B Manufacturing - Submitted 3/11/21 at 4:01:21 PM
 Clark Equipment Company - Submitted 3/11/21 at 10:53:15 AM
 Crary Bear Cat - Submitted 3/08/21 at 9:27:46 AM
 Deere & Company - Submitted 3/10/21 at 8:15:55 AM
 DuCo, LLC - Submitted 3/10/21 at 9:43:06 AM
 Embankscape Equipment, LLC - Submitted 3/11/21 at 9:03:18 AM
 Exmark Mfg. Co., Inc. - Submitted 3/10/21 at 3:48:37 PM
 Ferri - Submitted 3/11/21 at 12:40:47 PM
 Generac Power Systems - Submitted 3/11/21 at 8:30:27 AM
 Green Climber of North America - Submitted 3/10/21 at 9:34:09 AM

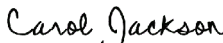
GRYB USA - Submitted 3/10/21 at 7:37:44 AM
H. Barber & Sons, Inc. - Submitted 3/11/21 at 10:12:22 AM
Husqvarna Professional Products, Inc. - Submitted 3/10/21 at 3:20:41 PM
Hustler Turf Equipment, Inc. - Submitted 3/10/21 at 10:21:53 AM
Kärcher Municipal North America Corp. - Submitted 3/09/21 at 2:42:13 PM
Kubota Tractor Corporation - Submitted 3/11/21 at 1:37:19 PM
Land Pride, A Division of Great Plains Mfg., Inc. - Submitted 3/11/21/ at 4:05:39 PM
Max Distributing / BCS America - Submitted 3/09/21 at 5:29:18 PM
Morige Manufacturing, Inc. - Submitted 3/09/21 at 4:31:03 PM
MTD Products - Submitted 3/10/21 at 11:29:19 AM
RhinoAg, Inc. - Submitted 3/10/21 at 3:35:13 PM
Scag Power Equipment - Submitted 3/10/21 at 1:51:39 PM
Schiller Grounds Care - Submitted 3/10/21 at 5:51:09 PM
Smithco, Inc. - Submitted 3/10/21 at 7:57:01 AM
Stonebrooke Equipment, Inc. - Submitted 3/11/21 at 1:26:16 PM
Switch-N-Go, LLC - Submitted 3/10/21 at 4:25:38 PM
The Toro Company - Submitted 3/10/21 at 4:49:38 PM
Tobroco Machinery, LLC - Submitted 3/09/21 at 5:57:12 PM
Trackless Vehicles, Ltd. - Submitted 3/10/21 at 12:12:39 PM
TURFCO Manufacturing - Submitted 3/11/21 at 2:18:16 PM
VENTURE PRODUCTS, INC. - Submitted 3/11/21 at 1:18:55 PM
Walker Manufacturing Company - Submitted 3/09/21 at 5:11:34 PM
Wiedenmann North America, LLC - Submitted 3/09/21 at 12:58:46 PM
Woods Equipment Company - Submitted 3/10/21 at 1:32:39 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on March 11, 2021, at 4:32:52 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

6EE63AEDE05F46E...

Carol Jackson, Procurement Analyst



RFP #031121
REQUEST FOR PROPOSALS
for
Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Proposal Due Date: March 11, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 11, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	January 19, 2021
Pre-proposal Conference:	February 11, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	March 4, 2021, 4:30 p.m., Central Time
Proposal Due Date:	March 11, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 11, 2021, 6:30 p.m., Central Time **

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

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

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

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

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

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcewell is seeking proposals for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to include:

- a. Lawn and garden equipment, tools, attachments, and accessories for all types of lawn, field and turf care, golf course maintenance, landscape maintenance, sidewalk and walking path maintenance, parking lot maintenance, and snow removal;
 - b. Irrigation systems, equipment, parts, and related installation and maintenance services;
 - c. Beach and waterfront maintenance equipment and accessories; and
 - d. Accessories, parts, and services related to the solutions described in subsection 1.a. - c. above, including maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. The primary focus of this solicitation is on Grounds Maintenance Equipment, Attachments, and Accessories. This solicitation should NOT be construed to include equipment principally intended or designed for highway, road, right-of-way or sewer maintenance.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (RFP #052417)
 - b. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #080818)
 - c. Portable Construction Equipment with Related Accessories and Attachments (RFP#041719)
 - d. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719)

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

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

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

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

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

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

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$85 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

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

E. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

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

B. ADMINISTRATIVE FEES

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

F. CONTRACT

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

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

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

G. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

H. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Rev. 2/2020

Sourcewell RFP #031121

Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Page 10

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



1/19/2021

Addendum No. 1

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a line item copy of this bid?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

Question 2:

Is this the successor to Sourcewell Contract #062117?

Answer 2:

Each opportunity posted to the Sourcewell Procurement Portal represents a separate and distinct competitive solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 1/19/2021, is required at the time of proposal submittal.



1/20/2021

Addendum No. 2

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way to publish the list of questions outlined in Tables 1-15 so bidders can review and access them off-line?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 1/20/2021, is required at the time of proposal submittal.



1/21/2021

Addendum No. 3

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are a factory authorized dealer/distributor for products used in construction, agricultural, golf, municipal and mining industries. Would Sourcewell add these products to the RFP for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Sourcewell does not anticipate an amendment of the description of requested equipment, products, and services in RFP Section II. B.

Question 2:

Does this RFP include the equipment that can go into the water to remove weeds and debris along the edges of beaches and waterfront?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 1/21/2021, is required at the time of proposal submittal.



2/2/2021

Addendum No. 4

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what data is needed for Table 3, Question 19, sales volume? Would you like this as an average overall or per contract?

Answer 1:

It is left to the discretion of each proposer to determine and articulate the response that best represents their current or previous contract volumes. Individual proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 2/2/2021, is required at the time of proposal submittal.



2/12/2021

Addendum No. 5

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For references in Table 4, are you just asking for customer types that bought from us before or customers that have bought from us but did not use Sourcewell?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their marketplace success and that they are willing to include.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 2/12/2021, is required at the time of proposal submittal.



2/16/2021

Addendum No. 6

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In Table 5, Sourcewell asks for a list of our top five government or education customers, including the size of transactions and dollar volumes from the past three years. We consider this information confidential. Can we use "Confidential" in the required fields and still be considered a responsive responder?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information that they are willing to include and that is necessary to best demonstrate their marketplace success. Proposals are evaluated according the scoring criteria stated in the RFP on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 2/16/2021, is required at the time of proposal submittal.



2/17/2021

Addendum No. 7

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For financial information and the Dunn and Bradstreet report, will the most current on file be suitable as our year end? The 2020 reports will not be complete until after the bid due date?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability/success and that they are willing to include. Proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 2/17/2021, is required at the time of proposal submittal.



2/22/2021

Addendum No. 8

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of a formatting error, several Section headings of the RFP document were mislabeled at the time of publication. The following listed RFP Section headings are revised to delete the erroneous section letter, and insert the correct section numeral, to read as indicated:

I. — III.	PRICING
J. — IV.	CONTRACT
K. — V.	RFP PROCESS
L. — VI.	EVALUATION AND AWARD

The remainder of the RFP Section headings and sub-headings, and all other RFP content remains unchanged.

Question 1:

Is it possible to submit two price lists? One for Canada and one for the U.S.?

Answer 1:

Yes, if applicable, pricing is to be submitted in U.S. and Canadian dollars. Refer to RFP Section III. A. 3., Pricing - Requirements. (RFP Article numbering corrected above.)
Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 2/22/2021, is required at the time of proposal submittal.



2/23/2021

Addendum No. 9

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there any specific font type or size requirements related to our typed responses in the solicitation tables and/or attachment we provide?

Answer 1:

Sourcewell does not identify a mandatory font type or size. In the competitive process, Sourcewell will not advise a proposer on the format for attachments. It is left to the discretion of each proposer to determine the method it deems best suited to represent their proposal and meet the requirements of the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 2/23/2021, is required at the time of proposal submittal.



2/25/2021

Addendum No. 10

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For line items 21 and 22, what references are required? Should these include previous entities we have worked with outside of Sourcewell?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information that they are willing to include and that is necessary to best demonstrate their marketplace success. Proposals are evaluated according the scoring criteria stated in the RFP on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 2/25/2021, is required at the time of proposal submittal.



3/4/2021

Addendum No. 11

Solicitation Number: RFP 031121

Solicitation Name: Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are vendors only allowed one submission, or is it possible to propose multiple submissions?

Answer 1:

Each vendor may only submit one proposal as restricted by the rules set in the Sourcewell Procurement Portal.

Question 2:

Is the administrative fee paid to Sourcewell calculated on our proposed price or the proposed price plus additional costs such as set up and freight?

Answer 2:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 3:

If your company is not awarded a contract, does all proposal information become public?

Answer 3:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

End of Addendum

Acknowledgement of this Addendum to RFP 031121 posted to the Sourcewell Procurement Portal on 3/4/2021, is required at the time of proposal submittal.

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:	February 5, 2024	Requested By:	Elizabeth Kitchens
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Approval of City Volunteers		
Explanation/Background of Agenda Item Requested:	Each year the South Dakota Public Assurance Alliance requests the names of all City Volunteers. The purpose of this is having them covered by Work Comp. Here are the current volunteers: Mark Hieb, Kevin Thurman, Roxy Larson, Jim Anderson, Dave Thompson, Pam Wolff, Glenn Lambert, George Breidenbach, Marlene Schafer		

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:	February 5, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-43355, \$16,000,000		
Agenda Item:	Change Order #1 to Rice Lake West for Above Ground Storage Tank Project #2020-20		
Explanation/Background of Agenda Item Requested:	Change Order No. 1 to Rice Lake West for Pump Station and Ground Storage Reservoir - City Project #2020-20 Change Order No. 1 reflects changes to the contract to date as well as a 10 day time extension for the work. Work added to the contract is as follows: Removal of redundant gas detectors - (\$4,833.23) Additional work to spilt top slap into two pours - \$4,436.66 Addition of two 24-inch gate valves - \$117,438.35 Change in pipe supports - \$1,535.24 Please see attached Change Order #1 for detailed information. Original Contract Amount - \$11,518,800 Current Contract Amount - \$11,518,800 Increase of this Change Order - \$118,577.02 New Contract Amount - \$11,637,377.02 Original Contract Date - September 30, 2024 Current Contract Date - September 30, 2024 New Contract Date - October 10, 2024 City staff recommends approval of Change Order No. 1 as outlined above. Current Project Budget: Total estimated project cost - \$16,000,000 Pump Station and Ground Storage Reservoir - \$11,518,800 Pump Station and Ground Storage Reservoir Co #1 - \$118,577.02 Water Main Distribution Improvements - \$2,262,671.30 Soft Costs (Engineering, Administrative) - \$1,628,242.34 Geotek Engineering (Construction Testing Services) - \$42,950.00 Land Purchase - \$149,971.50 Contingencies - \$278,787.84		

CHANGE ORDER NO.: 01

Owner: City of Mitchell Owner's Project No.: 2020-20
Engineer: InfrastructureDG & AE2S Engineer's Project No.: P14543-2019-002
Contractor: Rice Lake West Contractor's Project No.: 2213
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022 Effective Date of Change Order: January 24, 2024

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

Description:

Removal of redundant gas detectors as described in Work Change Directive – 01 and Change Proposal – 05.
Additional work required to split top slab into two pours as described in Work Change Directive – 02.
Addition of two 24-inch gate valves as described in Work Change Directive – 03.
Changing of pipe supports from Standon S92's to C92's as shown in Change Proposal – 04.

Attachments:

Work Change Directive – 01.
Change Proposal – 05.
Work Change Directive – 02.
Work Change Directive – 03.
Change Proposal – 04.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 11,518,800.00	Original Contract Times: Substantial Completion: September 30, 2024 Ready for final payment: October 31, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 11,518,800.00	Contract Times prior to this Change Order: Substantial Completion: September 30, 2024 Ready for final payment: October 31, 2024
Increase this Change Order: \$ 118,577.02	Increase this Change Order: Substantial Completion: 10 Days Ready for final payment: 10 Days
Contract Price incorporating this Change Order: \$ 11,637,377.02	Contract Times with all approved Change Orders: Substantial Completion: October 10, 2024 Ready for final payment: November 10, 2024

	Recommended by Engineer (if required)	Accepted by Contractor
By:	<u>Matthew D Eichen</u>	<u>[Signature]</u>
Title:	<u>Operations Manager</u>	<u>Project Manager</u>
Date:	<u>1/25/2024</u>	<u>01/25/24</u>
	<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By:	<u></u>	<u></u>
Title:	<u></u>	<u></u>
Date:	<u></u>	<u></u>

Change Order - 01		
Change Order Item	Description	Price Change
WCD-01/CP-05	Duplicate Gas Detectors	-\$4,833.23
WCD-02	Splitting Suspended Slab	\$4,436.66
WCD-03	GSR Gate Valves	\$117,438.35
CP-04	Pipe Support Change	\$1,535.24
	Change Order Total	\$118,577.02
	Original Contract Total	\$11,518,800.00
	New Contract Price w/ CO-01	\$11,637,377.02

WORK CHANGE DIRECTIVE NO.: WCD-01-Process Gas Analytical Measurement

Owner: City of Mitchell
Engineer: AE2S
Contractor: Rice Lake West
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022
Owner's Project No.: 2020-20
Engineer's Project No.: P14543-2019-002
Contractor's Project No.: 2213
Effective Date of Work Change Directive: April 11, 2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Gas detectors were specified in multiple specifications sections (40 76 00, 46 31 11, and 46 31 16) and were submitted by multiple vendors. The gas detectors submitted under specification section 40 76 00 are redundant and are not needed.

Attachments:

Submittal: SD-40 76 00-01-Process Gas Analytical Measurement

Submittal: SD-40 76 00-01A-Process Gas Analytical Measurement

Purpose for the Work Change Directive:

To remove duplication of specified and submitted equipment with the intent for the Owner to receive credit for the redundant gas detectors.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☒ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ - Decrease, not yet estimated.

Contract Time: 0 days No change.

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Matt Erickson, PE	Terry Johnson
Title:	Project Manager	Engineering Project Supervisor
Date:	April 11, 2023	April 25, 2023

EJCDC® C-940, Work Change Directive.

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PROJECT NAME Mitchell, SD PS & GSR
RLW PROJECT NO. 22-13

Change Order Proposal: COP-05
Date: 1/23/2024
Reference: Gas Monitor Deduct



CONSTRUCTION ESTIMATE

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUB	EQUIPMENT		LINE
			HOURS	\$ RATE	TOTAL	RATE	TOTAL	TOTAL	RATE	TOTAL	TOTAL
RLW Labor											
Project Manager	0.0	MH	0.0	\$110.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Superintendent	0.0	MH	0.0	\$120.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Foreman	0.0	MH	0.0	\$95.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Carpenter/Laborer	0.0	MH	0.0	\$85.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Operator	0.0	MH	0.0	\$85.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Subcontractors											
Muth	1	LS	0	\$0	\$0	\$0.00	\$0.00	-\$4,288	\$0	\$0	-\$4,288.00
Miscellaneous											
Misc Small Tools & Materials (5% Labor)	1	LS	0	\$0	\$0	\$0.00	\$0.00	\$0	\$0	\$0	\$0.00
Sales Tax - (4.2%)	1	LS	0	\$0	\$0	-\$180.10	-\$180.10	\$0	\$0	\$0	-\$180.10
Subsistance (\$100 / 8hr day / person)	0	MH	0	\$0	\$0	\$12.50	\$0.00	\$0	\$0	\$0	\$0.00
					\$0.00		-\$181.00	-\$4,288.00		\$0.00	-\$4,468.10

Mark-up on Subs @ 5% -\$214.40
Mark-up @ 15% (5% for deducts) -\$9.05
Bond Cost @ 1% -\$46.92
Excise Tax @ 2% -\$94.77
Total Change Order Request **-\$4,833.23**

Time Extension Request **0**



Muth Electric Inc.

730 North Kimball • PO Box 1400 • Mitchell, SD 57301
PHONE (605) 996-7300 • FAX (605) 996-6201
www.muthelectric.com



January 23, 2024

Rice Lake West
651 Corporate Circle Ste. 108
Golden, CO 80401

Attn: Brandon Faber

Re: Mitchell PS & Reservoir
Mitchell, SD
Muth Job # 1518

Gas Monitoring System
Muth CO C001 - #59355

Muth Electric, Inc. would like to propose the following change order pricing for the added material and labor of the following:

The total cost of the change order request is \$4,288.00.

- Deduct for gas monitoring system at the Mitchell Pump station project.

Upon Acceptance of this Change Order and Approved Submittals if required, Muth Electric has requested zero added working days to the contract schedule in order to allow time for Completion/Lead time of Materials.

This change order pricing is good for 30 days.

If you have any questions regarding the pricing of this change order, please call me at 605-996-7300. Thank you for working with us on the project, we greatly appreciate your business.

Sincerely,

MUTH ELECTRIC, INC.

Acceptance of Proposal: The above prices, specifications
And conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

Date of Acceptance: _____

Signature: _____

Gary Schoenfelder
Division Manager
Change Order
GS/js

"Professional Answers For All Your Electrical Needs"

CORPORATE
(605) 996-3983

RAPID CITY, SD
(605) 341-3554

SIOUX FALLS, SD
(605) 338-6586

WATERTOWN, SD
(605) 882-2680

HURON, SD
(605) 352-8579

ABERDEEN, SD
(605) 226-8424

BROOKINGS, SD
(605) 692-0800

OMAHA, NE
(402) 551-7780

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 59355 Location: Mitchell

Muth Job Number: 1538

Customer: Rice Lake West

Address

Description: deduct for gas monitoring

Estimated By: GAS

Checked By:

Estimate Date: 1/18/2024

Revision Date:

Submission Date

Change Order
Status

☐ Approved

☐ Proposed

GC C/O #

Approval Date

☐ Executed

☐ Void

Muth C/O #: 1

Coordination Time	Hours
Superintendent Time:	0.00
Travel Time:	0.00
Miscellaneous Time:	0.00
Total (A)	0.00

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$0.00	0.00
Misc Material and Labor: 3.00 %	\$0.00	0.00
Coordination Time		0.00
TOTAL MATERIAL (C) AND LABOR (D)	\$0.00	0.00
0.00 Regular Labor Hours @ \$60.00		\$0.00

Job Expense			
Tools, Scaffolds -	10 % of Labor Total	\$0.00	
Safety -	6 % of Labor Total	\$0.00	
Clean Up -	4 % of Labor Total	\$0.00	
Warranty -	3 % of Labor Total	\$0.00	
BIM Coordination -	4 % of Labor Total	\$0.00	
Temporary Power		\$0.00	
Cutting, Patching, Painting		\$0.00	
Misc. Equipment Used		\$0.00	
Use/Sales Tax 6.20 %		\$0.00	
Inspection and Permit Fees		\$0.00	
Field Incentive \$0.75 per hour		\$0.00	
Material Storage		\$0.00	
Freight		\$0.00	
Mileage 0 Miles @ \$1.05 per Mile		\$0.00	
Muth Equipment (Trench/Plow/Bhoe)		\$0.00	
Equipment/Tools - Rental		\$0.00	
Muth Equipment 0 Units x \$0.00		\$0.00	
Muth Equipment #2 0 Units x \$0.00		\$0.00	
Meals/ Lodging		\$0.00	
Total Job Expenses (B)		\$0.00	

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 35 %		\$0.00
Labor Total		\$0.00
Subcontracts		\$4,288.00
Job Expense (B)		\$0.00
Material Cost		\$0.00
Total Direct Cost		\$4,288.00
Overhead 0 %		\$0.00
Sub Total		\$4,288.00
Profit 0 %		\$0.00
Sub Total		\$4,288.00
SD Contractors Excise Tax 0 %		\$0.00
Sub Total		\$4,288.00
Performance Bond		\$0.00
Total		\$4,288.00

SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
Dakota pump	67274	402070	\$4,288.00
			\$4,288.00

23-Jan-24 05:20 PM



Proposal #N22-023 Change Order 2

PROJECT NAME: Pump Station and Ground Storage Reservoir

PROJECT LOCATION: Mitchell, SD

PROJECT NUMBER: P14543-2019-002

CONTACT: Bidding Contractors

We hereby propose to supply the following:

PS-CP1

- Enclosure
 - NEMA Type 3R, 12 and Type 13
 - Painted Steel
 - Free Standing
 - 90Hx60Wx20D
 - Accessories
 - Panel Light
 - Folding Shelf
- PLC System
 - Allen Bradley ControlLogix
 - 1756-L81E x 1
 - MVI56E-MNETC x 1
 - 1784-SD2 x 1
 - 1756-PA75 x 2
 - 1756-A13 x 2
 - 1756-EN2T x 1
 - 1756-N2 x 4
 - 1756-IF8H x 6
 - 1756-OF8 x 3
 - 1756-IA16 x 9
 - 1756-OW16I x 2
 - 1756-TBNH x 12
 - 1756-TBCH x 8
- Panel Components
 - DC Power Supply x 1
 - 24VDC/20A
 - Uninterruptible Power Supply x 1
 - 2000VA
 - Managed Ethernet Switch
 - 8 Port
 - Control Relays
 - 120VAC 2 Pole, Solid State (As Needed)
 - 24VDC 2 Pole, Solid State (As Needed)
 - Feed Through Terminal Blocks (As Needed)
 - Top Feed

- Push In Connection
 - Fused Terminal Blocks (As Needed)
 - Lever Type
 - 5x20mm G Fuse Inserts
 - LED Indication
 - Raceway As Required
- Electrical Components
 - Incoming Breaker
 - 30A 2Pole
 - Through Door Handle Kit
 - UL489 Circuit Breakers
 - FCV-Controller-1 (24VDC)
 - SZ-FE1 (120VAC)
 - MZ-FE1 (120VAC)
 - PSH-FE1 (120VAC)
 - INF-FE1 (120VAC)
 - FCV-Controller-2 (24VDC)
 - FCV-Controller-3 (24VDC)
 - CL2-GDE1 (120VAC)
 - CL2-CFP1 (120VAC)
 - CL2-CFP2 (120VAC)
 - CL2-WIT1 (120VAC)
 - NH3-CFP1 (120VAC)
 - NH3-CFP2 (120VAC)
 - NH3-WIT1 (120VAC)
 - NH3-GDE1 (120VAC)
 - FP1-CMP1 (120VAC)
 - Surge Suppression: Digital Inputs (120VAC)
 - As Needed
 - Surge Suppression: Analog Inputs
 - As Needed
 - Surge Suppression: 120VAC Input Power

Instrumentation

- Flood Switch
 - FLS1-PO4
 - FS1
- Door Switch
 - 901-DS
 - 902-DS
- Temp Transmitter
 - TT1
 - TT2
 - TT3
 - TT4
 - TT5



- Flow Meters
 - PSH-FE1 (6")
 - INF-FE1 (16")
 - SZ-FE1 (16")
 - MZ-FE1 (24")
 - Flow Meter Cabling estimated at 75' per meter.
- Chlorine Analyzer
 - AE1-GSR (Total Chlorine)
 - 1 Year of Reagent Included
 - AE2-GSR (Free Chlorine)
 - 1 Year of Reagent Included
 - AE1-INF (Total Chlorine)
 - 1 Year of Reagent Included
 - AE2-INF (Free Chlorine)
 - 1 Year of Reagent Included
 - Spare Analyzer
 - Total or Free, reagent dependent
 - Spare Tubing Set x 4
 - Filter 60 Micron x 4
 - Start Up/Training
- Pressure Sensors
 - 0-150 PSI
 - GSR-PIT1
 - INF-PIT1
 - MZ-PIT1
 - SZ-PIT1
- Radar Level Sensor
 - PO4-LIT1
 - Spare
- Gas Detection
 - Ammonia
 - NH3-GDE1
 - Chlorine
 - CL2-GDE1
 - Calibration Hardware x 1
 - Oxygen Cylinder x 1
 - NH3 Cylinder x 1
 - CL2 Cylinder x 1
 - Commissioning

Networking Equipment

- Network Rack
 - Rear Rail
 - Fan Kit
 - Power Strip x 2



- Cable Management
- Storage Drawer
- Blank Plates x 1
- Copper Patch Panel x 4
- Rack Mount UPS
 - 1500VA
- Network Hardware
 - 24 Port POE Switch
 - Secondary Power Supply
 - DNA Essentials (3 Years)
 - SFP Module x 2
 - 24 Port Non-POE Switch
 - DNA Essentials (3 Years)
 - SFP Module x 2
 - Ethernet Surge Suppressor
 - 12 Port

Misc. Items

- Control Stations x 7
 - Jog/Off/Remote
- NEMA 1 Starter Panel x 1 (To be supplied by Section 40 per drawing E106 item 3)
 - EF-1
 - 0.75HP at 460VAC

Motor Control Center

- For details see Rockwell Automation Centerline 2100 Motor Control Center Basic Structure Information document included below.

Wall Mount VFDs

- For details see Rockwell Automation Engineered Water Quotation EW_FT2206071418VDC document included below.

Notes:

- 1) Installation of all equipment listed above by others.
- 2) Termination of all wiring by others, DPI not responsible for termination of any wiring.
- 3) Pricing subject to change prior to delivery.
- 4) Progress invoices will be sent as equipment is delivered.

Dakota Pump Inc reserves the right to increase the price of the ordered products, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the products to Dakota Pump Inc that is due to any factor beyond the reasonable control of Dakota Pump Inc including foreign exchange fluctuations, increases in materials, energy and other transportation and/or manufacturing costs.

Dakota Pump will not accept liquidated damages or financial penalties of any type due to factor outside of our control.



The World Health Organization (WHO) declared of the outbreak of COVID-19 to be a public health emergency of international concern. Dakota Pump and our suppliers may experience interruptions to our supply chains and difficulties with ordered products delivered on time. Based on the declaration from WHO and the measures taken by various suppliers and supply chains, we consider the cause of any delay to be an extraordinary situation outside of Dakota Pump’s reasonable control. Because of the declaration from WHO, all estimated deliveries are subject to change. Dakota Pump will continue to monitor the situation and keep our customers updated.

Project Cost: **\$721,800.00**

Change Order 1)

Gas Monitoring Equipment Removal **-4,288.00**

New Total \$717,512.00

Tax included assuming an excise exemption is provided.

Terms net 30 days

Accepted _____ 20____

Submitted: _____ January 18 2024 _____.

by _____
(Signed) (Title)

(Company)

(Address)

(Phone Number) (FAX Number)

DAKOTA PUMP INCORPORATED

NOTE: All orders subject to DPI standard terms and conditions.

WORK CHANGE DIRECTIVE NO.: WCD-02-Splitting Suspended Slab (SW Corner)

Owner: City of Mitchell
Engineer: AE2S
Contractor: Rice Lake West
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022
Owner's Project No.: 2020-20
Engineer's Project No.: P14543-2019-002
Contractor's Project No.: 2213
Effective Date of Work Change Directive: September 21, 2023

Contractor is directed to proceed promptly with the following change(s):

Description:

The Pump Station top slab shall be poured in two separate placements. A construction joint will be created at the midpoint of the two interior walls of the southwest corner. A backer rod and sealant shall be provided at the construction joint. The trench drain length shall be shortened to start at construction joint. The slope lines for the trench drain will need to be adjusted to accommodate the shorter trench drain. Contractor to backfill within the southwest corner once suspended slab strength is greater than 75% of the design strength.

Attachments:

Supplemental markup of S103 of southwest corner.

Construction estimate for associated work from Rice Lake West.

Purpose for the Work Change Directive:

To pour the top slab of the pump station in two separate placements to facilitate backfilling of the southwest corner void with the intent to increase the contract price for the additional work required to split the top slab placement into separate pours.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$ 4,436.66	Increase.
Contract Time:	10 days	Increase.

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☒ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Matt Erickson, PE	Terry Johnson
Title:	Project Manager	Engineering Project Supervisor
Date:	September 21, 2023	September 21, 2023

PROJECT NAME Mitchell, SD PS & GSR
RLW PROJECT NO. 22-13



Change Order Proposal: COP-02
Date: 9/11/2023
Reference: Splitting Suspended Slab (SW Corner)

CONSTRUCTION ESTIMATE

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUB	EQUIPMENT		LINE TOTAL
			HOURS	\$ RATE	TOTAL	RATE	TOTAL	TOTAL	RATE	TOTAL	
RLW Labor											
Project Manager	2.0	MH	2.0	\$110.00	\$220.00	\$0	\$0	\$0	\$0	\$0	\$220.00
Superintendent	4.0	MH	4.0	\$120.00	\$480.00	\$0	\$0	\$0	\$0	\$0	\$480.00
Foreman	4.0	MH	4.0	\$95.00	\$380.00	\$0	\$0	\$0	\$0	\$0	\$380.00
Carpenter/Laborer	12.0	MH	12.0	\$85.00	\$1,020.00	\$0	\$0	\$0	\$0	\$0	\$1,020.00
Operator	0.0	MH	0.0	\$85.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Materials											
Added Lumber for Bulkhead	1	LS	0	\$0	\$0	\$200.00	\$200.00	\$0	\$0	\$0	\$200.00
Added Shoring Rent	1	LS	0	\$0	\$0	\$600.00	\$600.00	\$0		\$0	\$600.00
Equipment w. Fuel											
Concrete Pump Truck (39m)	1	LS		\$0	\$0	\$0	\$0	\$500	\$0	\$0	\$500.00
Miscellaneous											
Misc Small Tools & Materials (5% Labor)	1	LS	0	\$0	\$0	\$105.00	\$105.00	\$0	\$0	\$0	\$105.00
Sales Tax - (4.2%)	1	LS	0	\$0	\$0	\$8.40	\$8.40	\$0	\$0	\$0	\$8.40
Subsistance (\$100 / 8hr day / person)	22	MH	0	\$0	\$0	\$12.50	\$275.00	\$0	\$0	\$0	\$275.00
					\$2,100.00		\$1,188.00	\$500.00		\$0.00	\$3,788.40

Mark-up on Subs @ 5% \$25.00
Mark-up @ 15% \$493.20
Bond Cost @ 1% \$43.07
Excise Tax @ 2% \$86.99
Total Change Order Request \$4,436.66

Time Extension Request 10

WORK CHANGE DIRECTIVE NO.: WCD-03-Adding GSR Gate Valves

Owner: City of Mitchell
Engineer: AE2S
Contractor: Rice Lake West
Project: Mitchell Pump Station and Ground Storage Reservoir
Contract Name: City of Mitchell/Pump Station and Ground Storage Reservoir
Date Issued: November 7, 2022
Owner's Project No.: 2020-20
Engineer's Project No.: P14543-2019-002
Contractor's Project No.: 2213
Effective Date of Work Change Directive: September 21, 2023

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of two (2) 24-inch gate valves between the pump station and the ground storage reservoir. One (1) 24-inch gate valve on the inlet line and one (1) 24-inch gate valve on the outlet line of the ground storage reservoir. The gate valves are to be installed as close to the ground storage reservoir as possible while staying outside of the berm that is above existing grade around the reservoir.

Attachments:

RFI 17: Adding GSR Gate Valves (REV1)

Purpose for the Work Change Directive:

Gate valves to be added on the inlet and outlet lines of the ground storage reservoir to provide the capability of isolating the lines between the ground storage reservoir and pump station. Isolation of the lines will allow for easier maintenance of the lines in the future.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following.

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 117,438.35 Increase
Contract Time: 0 days No change.

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☒ Cost of the Work ☐ Other

Recommended by Engineer	Authorized by Owner
By: Matt Erickson, PE	Terry Johnson
Title: Project Manager	Engineering Project Supervisor
Date: September 22, 2023	September 21, 2023



REQUEST FOR INFORMATION

RFI# 17

Date: 8/29/2023

PROJECT: Mitchell, SD Pump Station and GSR
OWNER: City of Mitchell, SD

ENGINEER: AE2S, IDG, KFI, JLG

CONTRACTOR: Rice Lake West

	Yes/No
Possible Cost Impact:	YES
Possible Schedule Impact:	NO

RFI TITLE: Adding GSR Gate Valves

REFERENCE: Section No. _____ Drawing No C102
Other _____

Request:

We propose adding 2 24" gate valves on both the GSR fill and discharge lines near the tank to permit interior work to be done in the future on the pipe in the building before a BFV.

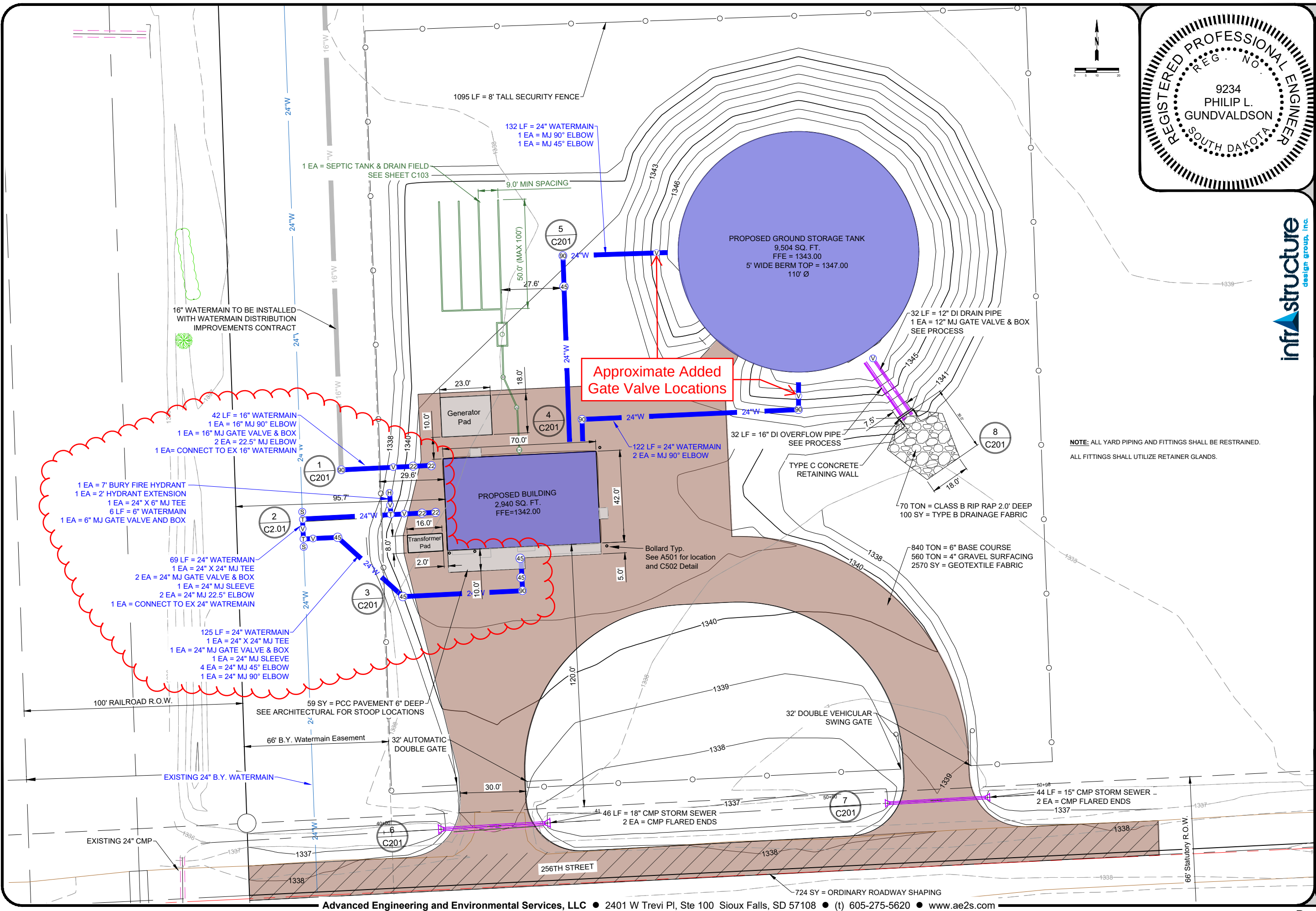
Please see attached COP for pricing. Lead time from release until we see these onsite is approximately 4-5 weeks.

Thank you,

By: _____ Date: _____

RESPONSE: The following information or clarification is described below or in the attachments:

By: _____ Date: _____



PROJECT NAME Mitchell, SD PS & GSR
RLW PROJECT NO. 22-13



Change Order Proposal: COP-01 (REV1)

Date: 8/29/2023

Reference: RFI-17

CONSTRUCTION ESTIMATE

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUB	EQUIPMENT		LINE
			HOURS	\$ RATE	TOTAL	RATE	TOTAL	TOTAL	RATE	TOTAL	TOTAL
RLW Labor											
Project Manager	2.0	MH	2.0	\$110.00	\$220.00	\$0	\$0	\$0	\$0	\$0	\$220.00
Superintendent	2.0	MH	2.0	\$120.00	\$240.00	\$0	\$0	\$0	\$0	\$0	\$240.00
Foreman	3.0	MH	3.0	\$95.00	\$285.00	\$0	\$0	\$0	\$0	\$0	\$285.00
Carpenter/Laborer	6.0	MH	6.0	\$85.00	\$510.00	\$0	\$0	\$0	\$0	\$0	\$510.00
Operator	3.0	MH	3.0	\$85.00	\$255.00	\$0	\$0	\$0	\$0	\$0	\$255.00
Materials											
Plant & Flanged	1	LS	0	\$0	\$0	\$92,592.40	\$92,592.40	\$0	\$0	\$0	\$92,592.40
Equipment w. Fuel											
Lull (\$40/hr)	4	HR	0	\$0	\$0	\$0	\$0	\$0	\$40	\$160	\$160.00
Compactor (\$45/hr)	4	HR	0	\$0	\$0	\$0	\$0	\$0	\$45	\$180	\$180.00
Excavator (\$130)	4	HR	0	\$0	\$0	\$0	\$0	\$0	\$130	\$520	\$520.00
Miscellaneous											
Misc Small Tools & Materials (5% Labor)	1	LS	0	\$0	\$0	\$75.50	\$75.50	\$0	\$0	\$0	\$75.50
Sales Tax - (4.2%)	1	LS	0	\$0	\$0	\$3,888.88	\$3,888.88	\$0	\$0	\$0	\$3,888.88
Subsistance (\$100 / 8hr day / person)	16	MH	0	\$0	\$0	\$12.50	\$200.00	\$0	\$0	\$0	\$200.00
					\$1,510.00		\$96,756.00	\$0.00		\$860.00	\$99,126.78

Mark-up on Subs @ 5% \$0.00
Mark-up @ 15% \$14,868.90
Bond Cost @ 1% \$1,139.96
Excise Tax @ 2% \$2,302.71
Total Change Order Request \$117,438.35
Time Extension Request 0



Quote



Page: 1

Plant & Flanged

EQUIPMENT LLC

10101XYLITE STREET NE
BLAINE, MN 55449-5227
(763) 792-3870
(763) 792-3876

Quote Number: 0064786

Quote Date: 09/14/2023

Salesperson: DUSTIN BREMNESS
Customer Number: RLW5000

Company Name:
RICE LAKE WEST
3321 4TH AVE S
SUITE B
Fargo, ND 58103

Project:
RICE LAKE WEST
c/o PUMP STATION / GROUND RESERVOIR
41008 256TH STREET
Mitchell, SD 57301

Attention:

Materials Quoted As:

☐ Import ☐ Domestic Plus Freight Unless Specified

F.O.B. Our Shop/Factory

Terms:

NET 30 DAYS

Item Desc	Unit	Ordered	Unit Price	Total Price
24" Mega-Lug	EACH	4.00	506.50	2,026.00
24" MJ Rubber Gasket SBR	EACH	4.00	29.35	117.40
3/4" X 5" SS TBolt/Nut USA	EACH	64.00	29.50	1,888.00
24" MJ AFC R/S GATE VALVE WITH BEVEL GEAR, OL & 2" NUT	EACH	2.00	42,700.00	85,400.00
VALVE BOX ADAPTOR P/N MULTIFIT 90001	EACH	2.00	125.00	250.00
Valve Box Cover/Water USA	EACH	2.00	21.00	42.00
#26 Valve Box Top Sect./USA/6860	EACH	2.00	119.00	238.00
#60 Valve Box Ext./USA/24"	EACH	12.00	88.00	1,056.00
36 S Valve Box Bottom/USA/6850	EACH	2.00	115.00	230.00
17' Square CS Stem Extension BLK	EACH	2.00	275.00	550.00

Continued



Quote



Page: 2

Plant & Flanged

EQUIPMENT LLC

10101XYLITE STREET NE
BLAINE, MN 55449-5227
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SUITE B
Fargo, ND 58103

Project:
RICE LAKE WEST
c/o PUMP STATION / GROUND RESERVOIR
41008 256TH STREET
Mitchell, SD 57301

Attention:

Materials Quoted As:

☐ Import ☐ Domestic Plus Freight Unless Specified

F.O.B. Our Shop/Factory

Terms:

NET 30 DAYS

Item Desc	Unit	Ordered	Unit Price	Total Price
ESTIMATED FRT (1 SHIPMENT)	EACH	1.00	795.00	795.00
6" MJ WATEROUS WB67 HYDRANT	EACH	1.00	4,500.00	4,500.00
RED, 16" BREAK, 7'-6" BURY, OL				

Total Weight: 1,278.30

Total Quote: ~~\$97,092.40~~ \$92,592.40

Prices herein are firm for 30 days from the date quoted, subject to change after that time without notice or if quantity changes. Lead times quoted are subject to change prior to sales. Manufacturers' warranties apply to all products quoted. Prices do not include any tax. All flanged pipe and flanged fittings quoted with Tnemec 140-1211 unless otherwise noted.

FOR INTERNAL USE ONLY

Customer PO# _____

Required Date _____

Est Ship Date _____

☐ Plus Freight
☐ Taxable

☐ Frt Allowed
☐ Exempt

Special Instructions:

PROJECT NAME Mitchell, SD PS & GSR
RLW PROJECT NO. 22-13



Change Order Proposal: COP-04
Date: 1/17/2024
Reference: Changing to Clamp Pipe Supports

CONSTRUCTION ESTIMATE

DESCRIPTION	QTY	UNIT	LABOR			MATERIAL		SUB	EQUIPMENT		LINE
			HOURS	\$ RATE	TOTAL	RATE	TOTAL	TOTAL	RATE	TOTAL	TOTAL
RLW Labor											
Project Manager	0.0	MH	0.0	\$110.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Superintendent	0.0	MH	0.0	\$120.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Foreman	0.0	MH	0.0	\$95.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Carpenter/Laborer	0.0	MH	0.0	\$85.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Operator	0.0	MH	0.0	\$85.00	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0.00
Materials - Columbia Pipe											
S9212	-1	EA	0	\$0	\$0	\$143.75	-\$143.75	\$0	\$0	\$0	-\$143.75
S9216	-3	EA	0	\$0	\$0	\$318.75	-\$956.25	\$0	\$0	\$0	-\$956.25
S9224	-6	EA	0	\$0	\$0	\$406.25	-\$2,437.50	\$0	\$0	\$0	-\$2,437.50
C9212	1	EA	0	\$0	\$0	\$195.00	\$195.00	\$0	\$0	\$0	\$195.00
C9216	3	EA	0	\$0	\$0	\$396.25	\$1,188.75	\$0	\$0	\$0	\$1,188.75
C9224	6	EA	0	\$0	\$0	\$566.25	\$3,397.50	\$0	\$0	\$0	\$3,397.50
Miscellaneous											
Misc Small Tools & Materials (5% Labor)	1	LS	0	\$0	\$0	\$0.00	\$0.00	\$0	\$0	\$0	\$0.00
Sales Tax - (4.2%)	1	LS	0	\$0	\$0	\$52.24	\$52.24	\$0	\$0	\$0	\$52.24
Subsistance (\$100 / 8hr day / person)	0	MH	0	\$0	\$0	\$12.50	\$0.00	\$0	\$0	\$0	\$0.00
					\$0.00		\$1,295.00	\$0.00		\$0.00	\$1,295.99
Mark-up on Subs @ 5%											\$0.00
Mark-up @ 15%											\$194.25
Bond Cost @ 1%											\$14.90
Excise Tax @ 2%											\$30.10
Total Change Order Request											\$1,535.24
Time Extension Request											0

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **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:

CONSTRUCTION CHANGE ORDER 1

Mitchell, SD	City of Mitchell	Underground Fuel Tanks Replacement
Town	Institution	Project

To: Dockendorf Equipment Co. Inc.	City Project #: 2021-51
Contractor	
830 E 15th St	Contract: 20-Mar-23
Sioux Falls, SD 57104	
address	Date: 12-Jan-24

You are hereby authorized and directed to make the changes to your contract with the City of Mitchell covering the above project, as described below:

RFP #1 Moving the underground vent piping and above ground vent termination point to the west side of the fuel island from where it was installed on the east side of the fuel island. \$ 5,885.00

Unit Prices Pricing adjustments made based on quantities tracked by the city and applied to the unit prices supplied by the contractor in the Bid Schedule \$ 26,629.73

For the labor, material and any other necessary costs to make the change or for omitting labor and material and any other costs, you will be allowed the additions or deductions to the amount of your contract as

CONTRACT AMOUNT TO DATE	\$464,742.36	
ADDITION TO CONTRACT		\$32,514.73
DEDUCTION FROM CONTRACT	\$0.00	
NET CONTRACT AMOUNT		\$497,257.09

It is hereby understood that the provisions of the contract will not be otherwise changed or affected by this order.

RECOMMENDED BY:

City of Mitchell

West Plains Engineering

Architect/Engineer

City Engineer

(Date)

By:

(Date)

ACCEPTED BY:

Contractor

By:

(Date)

PAY ESTIMATES FOR FEBRUARY 5, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#29	\$ 18,161.91		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#30	\$ 6,868.05	\$ 1,121,293.04	\$ 1,462,687.34
H&W Contracting	#2020-20 Mitchell Watermain Dist. System Improv	#3	\$ 331,368.68	\$ 1,649,997.26	\$ 2,262,671.30
SDDOT-Finance & Management	#2020-31 Mitchell Master Transportalon Plan	#1	\$ 39,549.66	\$ 39,549.66	\$ 50,000.00
SDDOT-Finance & Management	#2021-1 Norway/S.Rowley Bike Path/Sidewalk	#5	\$ 902.42	\$ 256,775.22	\$ 256,775.22
SPN & Associates	#2021-3 West Side Water Tower	#20	\$ 450.00	\$ 58,143.17	\$ 99,813.60
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#34	\$ 36,871.10	\$ 1,638,950.59	\$ 1,751,150.00
SDDOT-Finance & Management	#2021-39 Spruce Street RR Crossing	#5	\$ 11,788.62	\$ 24,689.29	\$ 39,439.10
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#29	\$ 1,440.00		\$ 57,000.00
SPN & Associates	#2021-45 Highway #37 Utililty Design-Sewer	#30	\$ 600.00	\$ 58,806.55	\$ 57,000.00
Schemmer Associates	#2021-50 Rec. Fitness Room-Phase II	#24	\$ 110.00		
Schemmer Associates	#2021-50 Rec. Fitness Room-Phase II	#25	\$ 55.00		
Schemmer Associates	#2021-50 Rec. Fitness Room-Phase II	#26	\$ 55.00	\$ 34,380.00	\$ 34,160.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#12	\$ 39,020.76	\$ 209,159.77	\$ 1,908,860.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#10	\$ 1,100.00	\$ 34,179.62	\$ 49,500.00
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#13	\$ 7,535.00	\$ 61,088.28	\$ 66,509.60
HDR Engineering Inc.	#2022-22 Water & Wastewater Fee Analysis	#14	\$ 1,541.25	\$ 69,310.59	\$ 97,620.00
SPN & Associates	#2022-23 South Lake Estates Development	#15	\$ 3,675.00	\$ 105,680.58	\$ 340,000.00
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#7	\$ 7,810.62	\$ 45,241.31	\$ 110,000.00
SPN & Associates	#2023-19 Cadwell Booster Station Rehab.	#7	\$ 600.00	\$ 12,696.25	\$ 10,700.00
GeoTek Engineering & Testing	#2024-28 Old Landfill Leachate Monitoring	#1	\$ 4,545.00	\$ 4,545.00	\$ 10,475.00
GeoTek Engineering & Testing	#2024-29 New Landfill Monitoring	#1	\$ 9,766.00	\$ 9,766.00	\$ 22,590.00
Helms & Associates	AIP '28 Airport ALP/Master Plan	#31	\$ 18,598.15	\$ 327,327.33	\$ 371,962.87
Mead & Hunt	AIP '32 Airport Municipal Hangar	#1-Final	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	TOTALS		\$ 547,412.22	\$ 5,766,579.51	\$ 9,063,914.03

Prepared by Deb Hanson-Sudbeck

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00879	AFLAC					
		I-01312024	101-3699	REFUNDS AND R B TEGETHOFF POLICY	200582	63.18
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						63.18

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04015	CORN PALACE					
		I-MIT011224	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	200617	14.75
DEPARTMENT 1110 CITY COUNCIL					TOTAL:	14.75

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1210 MAYOR'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00446	CITY OF MITCHELL					
		I-01292024	101-41210-43300	VETERAN'S PAR 2023 VETS PARK REIMBURSEMENT	200612	5,364.31
DEPARTMENT 1210 MAYOR'S OFFICE					TOTAL:	5,364.31

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-72855	101-41420-42620	CHECKS, RCPTS ENVELOPES	200680	151.23
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB2016	101-41420-42600	SUPPLIES & MA LABELS,HIGHLIGHTERS,POST-ITS	200661	96.75
		I-01EB2161	101-41420-42600	SUPPLIES & MA STAPLER	200661	27.09
		I-01EB2607	101-41420-42600	SUPPLIES & MA BINDERS	200661	68.60
		I-01EB4025	101-41420-42600	SUPPLIES & MA RUBBERBANDS,TAPE,FILES	200661	173.94
01-08850	STOREY KENWORHTY/MATT P					
		I-PINV1148550	101-41420-42620	CHECKS, RCPTS W2 LASER FORMS	200745	154.36
				DEPARTMENT 1420 FINANCE	TOTAL:	671.97

PACKET : 06754 06755 06756 06757

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
01-01716	NEPSTADS FLOWER SHOP					
		I-025556	101-41440-42232	EMPLOYEE RECO FUNERAL GREEN PLANT	200701	50.00
		I-165682	101-41440-42232	EMPLOYEE RECO FUNERAL GREEN PLANT	200701	58.00
		I-165683	101-41440-42232	EMPLOYEE RECO FUNERAL GREEN PLANT	200701	58.00
01-03075	SDACCC					
		I-20240119-00002	101-41440-42300	PUBLISHING CAREER & INTERNSHIP FAIR REG	200737	400.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB3548	101-41440-42600	SUPPLIES & MA THRM LMNTR POUCH	200661	51.56
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00105172-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS, SCREENINGS	200593	885.00
01-08900	THOMAS L PRICE INC					
		I-01292024	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL SCREENING	200752	350.00
01-09255	PHYSICIANS LABORATORY					
		I-SSD0333510	101-41440-42231	EMPLOYEE PHYS LABS	200716	10.40
01-09650	CONNECTIONS INC EAP					
		I-12292023	101-41440-42230	EMPLOYEE ASSI 2024 1ST QUARTER PAYMENT	200614	2,385.45
01-10283	AVERA PATIENT FINANCIAL					
		I-MK6001145310	101-41440-42231	EMPLOYEE PHYS LABORATORY PATHOLOGY	200594	74.53
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	4,322.94

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1460 INSURANCE & BONDS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
	I-22895		101-41460-42120	WORKMEN'S COM 2024 WORK COMP RENEWAL	200738	42,036.00
01-02624	SD PUBLIC ASSURANCE ALL					
	I-30136		101-41460-42110	LIABILITY, PR INSURANCE COVERAGE	200736	30,892.68
	I-30136		101-41460-42110	LIABILITY, PR INSURANCE COVERAGE	200736	17,953.84
	I-30136		101-41460-42110	LIABILITY, PR INSURANCE COVERAGE	200736	50,898.00
	I-30136		101-41460-42110	LIABILITY, PR INSURANCE COVERAGE	200736	23,905.12
	I-30136		101-41460-42110	LIABILITY, PR INSURANCE COVERAGE	200736	52,267.85
DEPARTMENT 1460 INSURANCE & BONDS					TOTAL:	217,953.49

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01964	DAKOTA SUPPLY GROUP					
		I-S103385834.001	101-41920-42620	SUPPLIES-CITY AIR FILTERS, ACCT 46720	200622	95.45
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30136	101-41920-42100	INSURANCE-STO INSURANCE COVERAGE	200736	1,083.96
01-02679	MENARD'S INC					
		I-64638	101-41920-42620	SUPPLIES-CITY LED EXIT LIGHT	200682	14.99
01-09421	GREAT PLAINS ROOFING					
		I-01262024	101-41920-42510	BLDG REPAIR-J CS METAL ROOF REPLACEMENT	200640	3,200.00
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 4,394.40

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-70	101-41935-42615	POSTAGE POSTAGE 01.01-21.2024	200722	330.74
		I-590823	101-41935-42615	POSTAGE FLATS POSTAGE 01.01-21.2024	200722	9.03
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB4202	101-41935-42640	COPY MACHINE COPY PAPER	200661	218.10
		I-01EB4880	101-41935-42640	COPY MACHINE COPIER PAPER	200661	43.62
01-07810	OPG-3 INC					
		I-7399	101-41935-42920	COMPUTER SOFT ANNUAL FEES	200710	6,468.00
01-09050	MICROSOFT CORPORATION					
		I-E0300QOM4R	101-41935-42920	COMPUTER SOFT DEC-JAN 2024 ONLINE SERVICES	200685	2.00
		I-E0300QONAH	101-41935-42920	COMPUTER SOFT DEC-JAN 2024 SUBSCRIPTION	200685	908.00
01-09703	AMAZON CAPITAL SERVICES					
		C-161D-QKPT-6TGP	101-41935-42645	COMPUTER HARD RETURNED ANTENNA	200585	245.00-
		C-1JYH-JWYG-PDDT	101-41935-42645	COMPUTER HARD RETURNED ROCKET AC PRISM	200585	214.95-
		I-1KC4-Q4RN-G9TN	101-41935-42600	SUPPLIES EXTENSION CABLE	200585	30.98
01-10285	KNOWBE4 INC.					
		I-INV301228	101-41935-42920	COMPUTER SOFT PHISHER SUBSCRIPTION	200668	1,322.03
		I-INV301252	101-41935-42920	COMPUTER SOFT SECURITY AWARENESS TRAINING	200668	2,056.43

DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL: 10,928.98

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2110 POLICE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01020	CENTRAL ELECTRIC COOPER	I-14579002.01.24	101-42110-42810	UTILITIES 25647 412TH AVE	200606	162.87
01-01518	VERIZON WIRELESS	I-9953553223	101-42110-42800	TELEPHONE ACCT #786752327-00002	200764	80.02
01-01590	MCLEOD'S PRINTING	I-72983	101-42110-42600	SUPPLIES BUSINESS CARDS	200680	89.90
01-02413	PIONEER DESIGNS	I-31599	101-42110-43400	MACHINERY AND NEW POLICE VEHICLE STRIPING	200718	550.00
01-02856	AUSTIN VAN HORN	I-01162023	101-42110-42640	UNIFORM ALLOW BOOTS REIMBURSED	200763	93.50
01-03267	WALMART/CAPITAL ONE	I-8858.01082024	101-42110-42600	SUPPLIES WEBCAMS	200766	108.00
01-04856	IACP MEMBERSHIP	I-0327265	101-42110-42700	TRAVEL, CONF 2024 ANNUAL DUES	200653	190.00
01-06950	PETER ARNOLD	I-01222024	101-42110-42640	UNIFORM ALLOW PANTS REIMBURSED	200590	15.00
01-07717	VERN EIDE FORD	I-25038917	101-42110-42500	REPAIR & MAIN FUEL TUBE BRACKET	200765	120.67
01-08252	CORPORATE TRANSLATION S	I-259668	101-42110-42200	PROFESSIONAL TRANSLATION SERVICES	200669	106.38
01-08281	ARAMARK	I-6380163313	101-42110-42200	PROFESSIONAL MAT CLEANING	200588	56.27
01-08897	PENGUIN MANAGEMENT INC	I-77207	101-42110-42940	EMERGENCY RES SERVICE 02.24-02.25	200712	646.00
01-09000	CASEY TEGETHOFF	I-01112024	101-42110-42640	UNIFORM ALLOW SHOES REIMBURSED	200750	59.99
01-09253	CREEKSIDE VETERINARY CL	I-141496	101-42110-42670	SERVICE DOG S K9 VITAMINS	200620	47.40
01-09388	AXON ENTERPRISE INC	I-INUS220560	101-42110-42693	COMPUTER SOFT CAMERAS	200595	46,193.04
01-09703	AMAZON CAPITAL SERVICES	I-1GMK-9Y6W-V4FY	101-42110-42600	SUPPLIES CAMERA LENS FILTERS	200585	16.48
01-10486	AT&T MOBILITY - POLICE					

PACKET : 06754 06755 06756 06757
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
=====						
01-10486	AT&T MOBILITY - POLICE	continued				
	I-9001X01232024		101-42110-42800	TELEPHONE ACCT #287283989001	200591	1,051.40
DEPARTMENT 2110 POLICE DEPARTMENT						TOTAL: 49,586.92

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR					
		I-62257	101-42130-42500	REPAIRS FLAT EXPANDED METAL	200596	227.04
01-00424	RUNNINGS SUPPLY INC					
		C-1772872	101-42130-42500	REPAIRS RETURNED CUP BRUSH	200725	9.49-
		I-1774460	101-42130-42600	SUPPLIES SCOOP	200725	58.99
		I-1774633	101-42130-42500	REPAIRS RED PAINT	200725	12.99
		I-1775381	101-42130-42500	REPAIRS SPRAY PAINTER	200725	5.99
		I-1776272	101-42130-42600	SUPPLIES GLOVES	200725	36.98
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-302900	101-42130-42500	REPAIRS WIPER BLADES	200603	30.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.01.24	101-42130-42835	UTILITIES-STR CARL RD	200606	197.00
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV459968	101-42130-42500	REPAIRS ULTRA THIN LED WARNING LIGHT	200767	98.20
01-01450	MUTH ELECTRIC INC					
		I-667121	101-42130-42535	LIGHT MAINTEN BAD LEG IN LIGHT POLES	200696	100.41
		I-667290	101-42130-42535	LIGHT MAINTEN LOOSE SEAL,FUSES ON POLES	200696	221.60
01-01590	MCLEOD'S PRINTING					
		I-72751	101-42130-42600	SUPPLIES NOTEPADS,FOLDERS	200680	25.98
01-01830	NORTHWESTERN ENERGY					
		I-2576730-2.01.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	200703	110.03
		I-2577687-3.01.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	200703	55.78
		I-2577895-2.01.24	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	200703	10.46
		I-2578443-0.01.24	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	200703	500.27
		I-2579139-3.01.24	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	200703	10.76
		I-2579461-1.01.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	200703	108.37
		I-2580169-7.01.24	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	200703	23.18
		I-2580311-5.01.24	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	200703	11.45
		I-2580312-3.01.24	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	200703	48.00
		I-2580491-5.01.24	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	200703	11.45
		I-2581249-6.01.24	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	200703	25.86
		I-2581250-4.01.24	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	200703	22.87
		I-2581251-2.01.24	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	200703	24.18
		I-2581252-0.01.24	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	200703	26.34
		I-2581521-8.01.24	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	200703	111.25
		I-2582741-1.01.24	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	200703	717.09
		I-2583138-9.01.24	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	200703	12.14
		I-2583139-7.01.24	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	200703	12.04
		I-2583145-4.01.24	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	200703	11.74
		I-2583147-0.01.24	101-42130-42810	UTILITIES-TRA 310 W NORWAY	200703	12.31
		I-2583319-5.01.24	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	200703	105.56
		I-2583840-0.01.24	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	200703	126.60

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY	continued				
		I-2719916-5.01.24	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY SI	200703	23.71
		I-2734281-5.01.24	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	200703	24.41
		I-2735044-6.01.24	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	200703	10.00
		I-2745956-9.01.24	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	200703	21.95
		I-2748245-4.01.24	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	200703	320.17
		I-2748246-2.01.24	101-42130-42810	UTILITIES-TRA N RAMPS I 90 SIGNAL LIGHTS	200703	198.54
		I-2784889-4.01.24	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	200703	11.77
		I-2784890-2.01.24	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	200703	11.77
		I-2943370-3.01.24	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC	200703	87.05
		I-3045379-9.01.24	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	200703	10.92
		I-3045401-1.01.24	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	200703	10.92
		I-3621835-2.01.24	101-42130-42810	UTILITIES-TRA S RAMPS I 90 SIGNAL LIGHTS	200703	210.10
		I-3701975-9.01.24	101-42130-42835	UTILITIES-STR N RAMPS I 90 STREET LIGHTS	200703	776.90
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-2757-2	101-42130-43465	PAINT STRIPER MOD LINEDRIVER ELECT	200739	8,450.00
		I-7642-5	101-42130-42545	PAINT SWITCH,ADAPTOR	200739	305.96
01-02679	MENARD'S INC					
		I-63776	101-42130-42600	SUPPLIES SIMPLE GREEN CLEANER	200682	8.49
		I-64297	101-42130-42500	REPAIRS WELDABLE FLAT,SPRAYPAINT	200682	48.44
01-02880	THUNE TRUE VALUE & APPL					
		I-A559810	101-42130-42500	REPAIRS BRUSH	200753	4.99
		I-A560166	101-42130-42500	REPAIRS ENAMEL	200753	6.79
01-03220	BANNWARTH AG					
		I-1398	101-42130-43405	FORKLIFT 2000 CAT FORKLIFT	200598	13,500.00
01-08524	HR GREEN INC					
		I-2022-8 P.E. #13	101-42130-43343	7TH & 1ST INT 2022-8 P.E. #13	200651	7,535.00
				DEPARTMENT 2130 TRAFFIC DEPARTMENT	TOTAL:	34,681.30

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00054	JOEL REITER					
		I-01082024	101-42200-42700	TRAVEL, CONF PIERRE CONF-MEALS REIMBURSED	200724	54.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815029375	101-42200-42500	REPAIR & MAIN WIPER BLADES	200746	43.98
01-01518	VERIZON WIRELESS					
		I-9953553223	101-42200-42800	TELEPHONE ACCT #786752327-00002	200764	100.03
01-01590	MCLEOD'S PRINTING					
		I-72983	101-42200-42600	SUPPLIES BUSINESS CARDS	200680	29.90
01-01830	NORTHWESTERN ENERGY					
		I-2583799-8.01.24	101-42200-42810	UTILITIES 201 W 1ST AVE FIRE	200703	4,627.19
01-02679	MENARD'S INC					
		I-63732	101-42200-42600	SUPPLIES GREEN TREATED PANELS	200682	264.83
		I-63978	101-42200-42600	SUPPLIES GREEN TREATED PANELS	200682	94.93
		I-64300	101-42200-42600	SUPPLIES LED LIGHT PANEL,MOP HANDLE	200682	113.05
		I-64537	101-42200-42600	SUPPLIES WEDGE ANCHORS,HEX NUTS	200682	15.31
		I-64698	101-42200-42600	SUPPLIES CASCADE PACS,BLEACH	200682	74.73
01-02811	JONES SUPPLIES					
		I-144977	101-42200-42600	SUPPLIES T-PAPER,TOWEL,ROLL TOWELS	200663	185.60
01-04021	HUNTER LEHMANN					
		I-01172024	101-42200-42640	UNIFORMS BOOTS,RESCUE TOOL REIMBURSED	200672	179.98
01-05276	M & T FIRE AND SAFETY I					
		I-11464	101-42200-42600	SUPPLIES PORTAGAS	200677	259.85
		I-11505	101-42200-42600	SUPPLIES READY RACKS	200677	2,646.00
01-07295	JUSTIN ADAMS					
		I-01092024	101-42200-42700	TRAVEL, CONF PIERRE CONF-MEALS REIMBURSED	200579	54.00
01-08555	BRANDON MANCHESTER					
		I-01232024	101-42200-42641	PROTECTIVE CL FIRE HELMET REIMBURSED	200679	317.00
01-08594	MAKE IT MINE DESIGNS					
		I-33369	101-42200-42640	UNIFORMS EMBROIDERY FEES	200678	49.00
01-08897	PENGUIN MANAGEMENT INC					
		I-77207	101-42200-42693	COMPUTER SOFT SERVICE 02.24-02.25	200712	1,000.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	101-42200-42610	GAS & OIL DIESEL	200688	243.01
		I-62447	101-42200-42610	GAS & OIL DIESEL	200688	224.75
01-10486	AT&T MOBILITY - POLICE					

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10486	AT&T MOBILITY - POLICE	continued				
	I-9001X01232024		101-42200-42800	TELEPHONE ACCT #287283989001	200591	104.87
DEPARTMENT 2200 FIRE DEPARTMENT						TOTAL: 10,682.01

PACKET : 06754 06755 06756 06757

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-1776298	101-43100-42600	SUPPLIES HITCH PIN	200725	19.98
		I-1781653	101-43100-42600	SUPPLIES GREASE GUN,HITCH PIN	200725	73.97
01-00712	NAPA CENTRAL					
		I-795355	101-43100-42600	SUPPLIES SERPENTINE BELT	200698	50.59
		I-795519	101-43100-42600	SUPPLIES JACK REPAIR KIT	200698	51.66
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV459712	101-43100-42600	SUPPLIES TURBO,PURGE VALVE KIT	200767	144.67
		I-INV460105	101-43100-42600	SUPPLIES ALUMINUM HUB CAP	200767	42.39
		I-INV460106	101-43100-42600	SUPPLIES AIR DRYER KIT	200767	537.75
		I-INV460365	101-43100-42600	SUPPLIES ALUMINUM HUB CAP	200767	14.13
01-01199	STURDEVANTS AUTO VALUE					
		C-815025926	101-43100-42600	SUPPLIES RETURNED ADHESIVE	200746	19.12-
		C-815027985	101-43100-42600	SUPPLIES RETURNED COLUMN SHIFT TUBE	200746	40.35-
		I-815025925	101-43100-42600	SUPPLIES SPECIALITY ADHESIVE	200746	19.12
		I-815027981	101-43100-42600	SUPPLIES AUTOMATIC TRANSMISSION	200746	40.35
		I-815029975	101-43100-42600	SUPPLIES OIL,AIR FLEET,HUB REMOVER,LAMP	200746	2,182.66
01-01404	MITCHELL IRON & SUPPLY					
		I-81437	101-43100-42600	SUPPLIES BALL CHROME STEEL	200693	58.64
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.01.24	101-43100-42800	UTILITIES 1405 W 8TH AVE	200703	1,121.82
01-02527	TRANSOURCE					
		I-41P42913	101-43100-42600	SUPPLIES SQUARE NECK SCREW,FLANGE,BOLT	200756	1,668.94
		I-41P42972	101-43100-42600	SUPPLIES PUMP	200756	96.72
		I-41P43488.02	101-43100-42600	SUPPLIES HYDRAULIC MOTOR,CORE	200756	17,879.11
01-03099	LAWSON PRODUCTS INC					
		I-9311218276	101-43100-42600	SUPPLIES WEATHERPACK WIRES,PLUG KIT	200671	533.27
01-04066	TRANSWEST TRUCKS OF SIO					
		I-094P3231	101-43100-42600	SUPPLIES HEADLAMPS,RINGS	200757	83.29
		I-094P3235	101-43100-42600	SUPPLIES HEADLAMP BULB	200757	20.49
01-09138	MIDSTATES EQUIPMENT & S					
		I-224025	101-43100-42640	RUBBER CRACK STREET CRACK SEALER	200687	33,809.05
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	101-43100-42610	GAS DIESEL	200688	5,042.02
		I-62447	101-43100-42610	GAS DIESEL	200688	4,622.19
		I-62447	101-43100-42610	GAS DIESEL	200688	249.05
		I-62447	101-43100-42610	GAS DIESEL	200688	230.35

DEPARTMENT 3100 STREET DEPARTMENT TOTAL: 68,532.74

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02567	S & M PRINTING INC					
		I-81811	101-43110-42600	SUPPLIES PLUMBING EXAM CARDS	200729	85.00
01-02880	THUNE TRUE VALUE & APPL					
		I-A560140	101-43110-42500	REPAIRS BATTERY	200753	12.49
		I-A560969	101-43110-42600	SUPPLIES CLEANER,MAGNET HOOKS,DUSTER	200753	31.35
01-03114	SUBWAY					
		I-2/A-629256	101-43110-42750	PLANNING COMM PLAN COMSN MEALS 01.22.2024	200748	23.97
01-03130	JOHN HEGG					
		I-01122024	101-43110-42650	UNIFORMS GLOVES REIMBURSED	200647	6.79
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB3440	101-43110-42600	SUPPLIES FOLDERS,LABELS	200661	30.45
		I-01EB4201	101-43110-42600	SUPPLIES COVERS,FOLDERS,CLIPS,STRIPS	200661	180.13
		I-01EB4474	101-43110-42600	SUPPLIES PAPER CLIPS	200661	8.11
		I-01EB4540	101-43110-42600	SUPPLIES PRONG FASTENERS	200661	11.72
01-09172	AAA LAWN CARE AND MAINT					
		I-925	101-43110-42916	NUISANCE ABAT SNOW REMOVAL AT PROPERTIES	200578	520.00
01-09620	JOE GALPIN					
		I-01292024	101-43110-42700	TRAVEL CONF D SF CLASS MEAL REIMBURSEMENT	200637	14.00
01-10412	JON THURMAN					
		I-01292024	101-43110-42700	TRAVEL CONF D SF CLASS MEAL REIMBURSEMENT	200755	14.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	938.01

PACKET : 06754 06755 06756 06757

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
=====						
01-04871	SD DEPT OF TRANSPORTATI					
		I-2020-31 P.E. #1	101-43120-42200	PROF SERVICES 2020-31 P.E. #1	200735	39,549.66
		I-2021-1 P.E. #5	101-43120-43325	NORWAY/ROWLEY 2021-1 P.E. #5	200735	902.42
		I-2021-39 P.E. #5	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #5	200735	11,788.62
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						52,240.70

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3150 STORM DRAINAGE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.01.24	101-43150-42800	UTILITIES CABELA DR	200703	35.34
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	35.34

PACKET : 06754 06755 06756 06757

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-1775664	101-43700-42650	UNIFORMS CUNNINGHAM JACKET	200725	79.99
01-00436	CHS FARMERS ALLIANCE					
		I-IF8227	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER	200610	231.36
		I-IG0273	101-43700-42610	GAS & FUEL CEMETERY LP GAS HEAT	200610	184.48
01-00712	NAPA CENTRAL					
		I-796045	101-43700-42500	REPAIR & MAIN TRANSMISSION SOLENOID	200698	89.79
		I-796138	101-43700-42600	SUPPLIES & MA OIL DRAIN PLUG,OIL,AIR FILTERS	200698	96.57
01-01199	STURDEVANTS AUTO VALUE					
		I-815029104	101-43700-42600	SUPPLIES & MA SOLENOID FUEL PUMP	200746	37.97
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.01.24	101-43700-42800	UTILITIES 700 W 23RD AVE	200703	213.68
		I-2581641-1.01.24	101-43700-42800	UTILITIES W 23RD	200703	10.19
01-02495	SCOTT SUPPLY CO.					
		I-22092P	101-43700-42600	SUPPLIES & MA STUD	200734	6.90
01-02679	MENARD'S INC					
		I-64766	101-43700-42600	SUPPLIES & MA CAB-BLK-PICK	200682	429.99
01-02880	THUNE TRUE VALUE & APPL					
		I-A559763	101-43700-42600	SUPPLIES & MA TOGGLE SWITCH	200753	6.99
		I-B284340	101-43700-42600	SUPPLIES & MA DRILL BIT	200753	15.99
01-03464	LORENZ MANUFACTURING CO					
		I-MN55217	101-43700-42600	SUPPLIES & MA CUTTING EDGE	200676	123.85
01-08130	C & B OPERATIONS LLC					
		I-12553831	101-43700-42600	SUPPLIES & MA BULK HARDWARE,ELBOW FITTING	200602	42.46
01-08594	MAKE IT MINE DESIGNS					
		I-33393	101-43700-42650	UNIFORMS LOGGING FEES	200678	67.38
01-09703	AMAZON CAPITAL SERVICES					
		I-13KK-V139-LCWC	101-43700-42600	SUPPLIES & MA SNOW BLOWER DEFLECTOR	200585	189.95
		I-1K76-NC4D-XJ7G	101-43700-42600	SUPPLIES & MA DOLLY,DESK CALENDARS	200585	52.30
		I-1M7N-FT3T-3D3P	101-43700-42600	SUPPLIES & MA CHROME LUG NUT KIT	200585	20.99
		I-1X4P-GT3Y-7MLN	101-43700-42600	SUPPLIES & MA ROOFTOP STROBE LIGHTS,BAY LIGH	200585	139.41
DEPARTMENT 3700 CEMETERY					TOTAL:	2,040.24

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.01.24	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	200703	185.08
01-02017	DAVISON RURAL WATER SYS					
		I-4837.01.24	101-44120-42800	UTILITIES-POU DEC 2023 WATER USAGE	200625	66.90
01-09865	MITCHELL ANIMAL RESCUE					
		I-02012024	101-44120-42900	IMPOUNDING DO FEB 2024 MANAGEMENT FEE	200690	350.00
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	601.98

PACKET : 06754 06755 06756 06757

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
=====						
01-00553	DEMCO INC					
		I-7417832	101-45500-42600	SUPPLIES & MA PROCESSING SUPPLIES	200627	301.14
01-01015	INGRAM LIBRARY SERVICES					
		I-78436929	101-45500-43420	BOOKS BOOKS	200658	42.88
		I-79521272A	101-45500-43421	AUDIO-VISUAL REMAINING PAYMENT	200658	0.10
		I-79687552	101-45500-43420	BOOKS BOOKS	200658	183.47
		I-79687553	101-45500-43420	BOOKS BOOKS	200658	47.95
		I-79720728	101-45500-43420	BOOKS BOOKS	200658	77.34
		I-79720729	101-45500-43420	BOOKS BOOKS	200658	25.20
		I-79819254A	101-45500-43420	BOOKS BOOKS	200658	283.95
		I-79855969	101-45500-43420	BOOKS BOOK	200658	26.39
		I-79882090	101-45500-43420	BOOKS BOOKS	200658	44.39
		I-79903433	101-45500-43420	BOOKS BOOKS	200658	35.38
		I-79938397	101-45500-43420	BOOKS BOOKS	200658	308.01
		I-79992363	101-45500-43420	BOOKS BOOKS	200658	53.07
		I-80004569	101-45500-43420	BOOKS BOOK	200658	19.77
		I-80030023	101-45500-43420	BOOKS BOOKS	200658	261.52
		I-80086969	101-45500-43420	BOOKS BOOK	200658	26.39
01-01095	JUNIOR LIBRARY GUILD					
		I-674556	101-45500-43420	BOOKS BOOKS	200665	2,714.20
01-01450	MUTH ELECTRIC INC					
		I-667145	101-45500-42500	REPAIR & MAIN CHANGED BALLAST	200696	187.37
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.01.24	101-45500-42800	UTILITIES 221 N DUFF ST	200703	3,175.17
01-02811	JONES SUPPLIES					
		I-144884	101-45500-42600	SUPPLIES & MA TOILET TISSUE, URINAL SCREENS	200663	92.63
		I-144900	101-45500-42600	SUPPLIES & MA WHITE PAPER TOWELS	200663	37.06
01-05088	BLACKSTONE PUBLISHING					
		I-2136548	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	200600	158.37
01-06026	CENTER POINT LARGE PRIN					
		I-2065309	101-45500-43420	BOOKS LARGE PRINT BOOKS	200605	94.08
01-06583	BAKER & TAYLOR					
		I-2038018374	101-45500-43420	BOOKS CHILDREN'S BOOKS	200597	37.06
		I-2038036976	101-45500-43420	BOOKS CHILDREN'S BOOK	200597	16.14
01-07586	DEARREADER.COM LLC					
		I-INV-34681	101-45500-42691	DATABASE SYS ONLINE BOOK CLUBS	200626	350.00
01-08223	OVERDRIVE INC					
		I-H-0101532	101-45500-42693	E-BOOKS/AUDIO 2024 ANNUAL FEE	200711	3,000.00

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08281	ARAMARK					
		I-6380161184	101-45500-42600	SUPPLIES & MA MAT STEADY STEP	200588	38.62
01-09633	STAPLES					
		I-3556782556	101-45500-42600	SUPPLIES & MA BUBBLE MAILERS	200744	51.41
01-09703	AMAZON CAPITAL SERVICES					
		I-13JK-C6MH-G3RY	101-45500-43421	AUDIO-VISUAL BOARD GAME	200585	44.99
		I-1HTM-W6HN-49T1	101-45500-42600	SUPPLIES & MA PERMANENT MARKERS	200585	19.03
01-10434	EAST WEST BOOKS					
		I-ARU0361949	101-45500-43420	BOOKS CHILDREN'S BOOKS	200633	233.14
01-10499	K-LOG INC.					
		I-24-326355-1	101-45500-43400	FURNITURE & E TABLES	200666	789.94
DEPARTMENT 5500 LIBRARY					TOTAL:	12,776.16

FUND 101 GENERAL					TOTAL:	475,829.42

PACKET : 06754 06755 06756 06757

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
=====						
01-02790	SUN GOLD SPORTS LLC					
		I-24952	201-45110-42605	SUPPLIES & MA LIFEGUARD SHIRTS	200749	840.00
	PROJ: J50-SM-LIFEG		OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-LIFEGRD SUPP		
01-09119	CIVICPLUS LLC					
		I-281642	201-45110-42695	COMP SOFTWARE CIVICREC ANNUAL FEE	200613	3,472.88
	PROJ: J56-COMP SFT		OUTDOOR AQUATIC SOFTWARE	CIVIC REC		
		I-281642	201-45110-42693	COMPUTER SOFT CIVICREC ANNUAL FEE	200613	3,472.87
	PROJ: J57-COMP SFT		P&A SOFTWARE	CIVIC REC		
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	7,785.75

1/31/2024 11:29 AM
 PACKET : 06754 06755 06756 06757
 VENDOR SET: Mult
 FUND : 201 PARK FUND
 DEPARTMENT: 5140 RECREATION CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 24

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1775074	201-45140-42650	UNIFORMS HAIAR JEANS	200725	114.94
	PROJ: J10-JOE		REC CTR UNIFORMS	UNIFORMS-JOE		
01-01497	GRAINGER					
		I-9951514448	201-45140-42600	SUPPLIES & MA SPRAY FOAMER,SCREWDRIVER SET	200639	110.42
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.01.24	201-45140-42800	UTILITIES 1300 N MAIN	200703	3,161.27
	PROJ: J09-ELE/GAS		REC CTR UTILITIES	UTILITIES-ELECTRIC/GAS		
		I-3510842-2.01.24	201-45140-42800	UTILITIES 1300 N MAIN BLDG AQUATICS	200703	4,245.51
	PROJ: J02-ELE/GAS		INDOOR AQUATIC CTR	UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97787578	201-45140-42601	CONCESSION SU SODAS,GATORADES,WATER	200713	387.08
	PROJ: J05-CONC SUP		REC CTR CONCESSIONS	CONCESSION SUPPLY		
		I-97788587	201-45140-42601	CONCESSION SU MT DEW,PEPSI,GATRODES	200713	301.46
	PROJ: J05-CONC SUP		REC CTR CONCESSIONS	CONCESSION SUPPLY		
01-02567	S & M PRINTING INC					
		I-81599	201-45140-42600	SUPPLIES & MA BINGO SHEETS	200729	129.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
		I-81687	201-45140-42600	SUPPLIES & MA PARK & REC PASS FORMS	200729	109.00
	PROJ: J06-SM-OFFIC		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-OFFICE		
		I-81699	201-45140-42300	PUBLISHING RECIPE SHEETS	200729	69.00
	PROJ: J08-SM PRINT		REC CTR PUBLISHING	PUBLISHING-S&M PRINTING		
01-02603	ROD BROWN					
		I-01182024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WL PRGM GRANT	200601	15.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-02618	JAMIE HANSON					
		I-01182024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WEIGHT LOSS GRANT	200642	15.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-02719	JENNIFER O'CONNOR					
		I-01182024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WEIGHT LOSS GRANT	200709	15.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-02772	ALIVIA SIEGEL					
		I-01182024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WEIGHT LOSS GRANT	200740	15.00
	PROJ: J06-SM-GENER		REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL		
01-02840	TESSIER'S INC					
		I-TES081311	201-45140-42500	REPAIR & MAIN RELAY LOCKOUT CLIMATE MASTER	200751	389.31
	PROJ: J06-RM-HVAC		REC CTR-GENERAL BLDG	REPAIR/MAINT-HVAC		
01-02880	THUNE TRUE VALUE & APPL					

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5140 RECREATION CENTER

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL	continued				
		I-A559183	201-45140-42600	SUPPLIES & MA PUTTY KNIFE, GLASS SCRAPER	200753	10.08
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A559651	201-45140-42600	SUPPLIES & MA SCREWDRIVER SET, CONNECTOR	200753	16.48
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A559728	201-45140-42500	REPAIR & MAIN SQUARES	200753	11.58
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG		REPAIR/MAINT-GENERAL		
		I-A560571	201-45140-42600	SUPPLIES & MA MAGNETIC HOOK	200753	5.79
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-B284554	201-45140-42600	SUPPLIES & MA CONNECTOR	200753	8.49
	PROJ: J06-SM-ELEC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-ELECTRICAL		
		I-B284676	201-45140-42600	SUPPLIES & MA NUTS, BOLTS	200753	0.16
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-B284706	201-45140-42600	SUPPLIES & MA COMMAND HOOKS	200753	11.99
	PROJ: J06-SM-ELEC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-ELECTRICAL		
01-02904	NAGEL PAINTING, INC.					
		I-01172024	201-45140-43300	CAPITAL IMPRO PAINTING REC CENTER HALLWAYS	200697	5,100.00
01-03267	WALMART/CAPITAL ONE					
		I-8775.01082024	201-45140-42600	SUPPLIES & MA JUMP ROPES	200766	18.42
	PROJ: J06-SM-PROGR	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PROGRAMS		
		I-8775.01242024	201-45140-42600	SUPPLIES & MA COMMAND HOOKS, ROLLER	200766	38.33
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03279	INTERSTATE GLASS & DOOR					
		I-64538	201-45140-42500	REPAIR & MAIN ADJUST PIVOTS REC CENTER DOOR	200660	122.49
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING		
01-03700	CORE-MARK MIDCONTINENT					
		I-1409666-26	201-45140-42601	CONCESSION SU AIRHEADS, LAFFY TAFFY, PRETZELS	200616	1,262.62
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-09119	CIVICPLUS LLC					
		I-281642	201-45140-42920	SOFTWARE CIVICREC ANNUAL FEE	200613	3,472.88
	PROJ: J11-COMP SFT	REC CTR SOFTWARE		CIVIC REC		
01-09126	IDENTISYS INC					
		I-650429	201-45140-42600	SUPPLIES & MA COMPATIBLE KEY TAG	200655	408.40
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-09170	SCHEMMER					
		I-2021-50 P.E. #24	201-45140-43300	CAPITAL IMPRO 2021-50 P.E. #24	200730	110.00
		I-2021-50 P.E. #25	201-45140-43300	CAPITAL IMPRO 2021-50 P.E. #25	200730	55.00
		I-2021-50 P.E. #26	201-45140-43300	CAPITAL IMPRO 2021-50 P.E. #26	200730	55.00
01-09308	NEDVED MEDIA					
		I-24010019-PC	201-45140-42300	PUBLISHING CAMPAIGN ADVERTISING	200699	5,000.00
	PROJ: J08-KORN	REC CTR PUBLISHING		PUBLISHING-KORN		

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5140 RECREATION CENTER

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09633	STAPLES					
		I-3555068662	201-45140-42600	SUPPLIES & MA BOWL CLEANER,SANITIZER	200744	300.78
PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-JANITORIAL		
		I-3556254688	201-45140-42600	SUPPLIES & MA COPY PAPER	200744	360.70
PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-OFFICE		
		I-3556401159	201-45140-42600	SUPPLIES & MA SIMPLE GREEN	200744	21.14
PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-JANITORIAL		
		I-3556519308	201-45140-42600	SUPPLIES & MA EYE WASH,FIRST AID KIT	200744	18.93
PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-GENERAL		
		I-3556519310	201-45140-42600	SUPPLIES & MA STAPLES,GEL PENS	200744	54.38
PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-146V-MDLG-DQ79	201-45140-42600	SUPPLIES & MA YOGA BALLS	200585	113.34
PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS			SUPPLIES/MATERIAL-EQUIPMENT		
		I-17XN-9HR1-PJ7T	201-45140-42600	SUPPLIES & MA PUSH SHOVELS	200585	134.95
PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-BLDG		
		I-19JX-3VFC-YNNC	201-45140-42600	SUPPLIES & MA SIMPLE STEP COUNTER	200585	449.70
PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS			SUPPLIES/MATERIAL-EQUIPMENT		
		I-1GMK-9Y6W-JMLT	201-45140-42601	CONCESSION SU WRISTBANDS,CANDY	200585	169.09
PROJ: J05-CONC SUP	REC CTR CONCESSIONS			CONCESSION SUPPLY		
		I-1GMK-9Y6W-JMLT	201-45140-42600	SUPPLIES & MA WRISTBANDS,CANDY	200585	9.99
PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG			SUPPLIES/MATERIAL-GENERAL		
		I-1R69-T3VG-Q1MG	201-45140-42650	UNIFORMS DEVRIES NON-LOGO UNIFORM	200585	115.96
PROJ: J10-KEVIN	REC CTR UNIFORMS			UNIFORMS-KEVIN		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 26,533.66

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00145	AMERICAN GARAGE DOOR CO					
	I-M40668	201-45160-42500	REPAIR & MAIN ICE ARENA KEYPAD REPAIR	200587	108.16	
	PROJ: H06-42500	ARENA-NORTH RINK	REPAIR-MAINTENANCE			
01-00356	QUALIFIED PRESORT					
	I-2279-70	201-45160-42600	SUPPLIES & MA POSTAGE 01.01-21.2024	200722	0.66	
01-00424	RUNNINGS SUPPLY INC					
	I-1778125	201-45160-42500	REPAIR & MAIN FUEL HOSE, FILTER	200725	79.98	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-1779261	201-45160-42600	SUPPLIES & MA HITCH PIN, LYNCH PIN, ICE MELT	200725	43.95	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
01-00436	CHS FARMERS ALLIANCE					
	I-IF9567	201-45160-42610	GAS & FUEL HOCKEY BOTTLE FILL	200610	104.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IF9760	201-45160-42610	GAS & FUEL HOCKEY BOTTLE FILL	200610	78.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IF9809	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	200610	26.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IG0048	201-45160-42610	GAS & FUEL HOCKEY BOTTLE FILL	200610	78.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IG0091	201-45160-42610	GAS & FUEL HOCKEY BOTTLE FILL	200610	78.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IG0191	201-45160-42610	GAS & FUEL HOCKEY BOTTLE FILL	200610	78.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IZ0446	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	200610	111.87	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
01-00712	NAPA CENTRAL					
	I-795374	201-45160-42500	REPAIR & MAIN EXACTFIT BLADES	200698	34.11	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-00752	MITCHELL PLUMBING & HEA					
	I-35913	201-45160-42500	REPAIR & MAIN REPAIR LEAK IN WATER HEATER	200694	542.68	
	PROJ: H13-42500	ARENA-SOUTH RINK	REPAIR-MAINTENANCE			
01-01830	NORTHWESTERN ENERGY					
	I-2579141-9.01.24	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	200703	10,055.42	
	PROJ: H06-42800	ARENA-NORTH RINK	UTILITIES			
	I-2991007-2.01.24	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	200703	1,731.33	
	PROJ: H13-42800	ARENA-SOUTH RINK	UTILITIES			
01-01964	DAKOTA SUPPLY GROUP					
	I-S103387553.001	201-45160-42500	REPAIR & MAIN LASCO 3 INCH, ACCT 704	200622	38.22	
	PROJ: H06-42500	ARENA-NORTH RINK	REPAIR-MAINTENANCE			
	I-S103387605.001	201-45160-42500	REPAIR & MAIN GE ULTRA BLA ELTRC, ACCT 704	200622	198.61	
	PROJ: H13-42500	ARENA-SOUTH RINK	REPAIR-MAINTENANCE			

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 28

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2023-19 P.E. #7	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #7	200732	600.00
01-02679	MENARD'S INC					
		I-63620	201-45160-42600	SUPPLIES & MA ICE MELT	200682	25.98
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-02811	JONES SUPPLIES					
		C-144998	201-45160-42600	SUPPLIES & MA RETURNED LINERS	200663	59.80-
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		C-145085	201-45160-42600	SUPPLIES & MA RETURNED LINERS	200663	59.80-
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-144999	201-45160-42600	SUPPLIES & MA LINERS	200663	97.38
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-145086	201-45160-42600	SUPPLIES & MA BLACK LINERS	200663	48.69
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-02840	TESSIER'S INC					
		I-536101	201-45160-43300	CAPITAL IMPRO FURNISH,INSTALLS CURB ICE BRKS	200751	23,510.00
	PROJ: H13-43300	ARENA-SOUTH RINK		CAPITAL IMPROVEMENTS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A559268	201-45160-42600	SUPPLIES & MA KEY	200753	1.99
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
		I-A560298	201-45160-42600	SUPPLIES & MA NUTS,BOLTS	200753	6.75
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12557866	201-45160-42500	REPAIR & MAIN PUSH PULL CA	200602	50.72
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-08245	XTREME FIRE PROTECTION					
		I-7087	201-45160-42500	REPAIR & MAIN REPLACE LEAKING PIPE-REC CENTR	200768	1,033.32
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-08281	ARAMARK					
		I-6380164388	201-45160-42500	REPAIR & MAIN MAT CLEANING	200588	57.43
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-08594	MAKE IT MINE DESIGNS					
		I-33115	201-45160-42500	REPAIR & MAIN VINYL LETTERING SIGNS	200678	197.80
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	201-45160-42610	GAS & FUEL DIESEL	200688	108.87
		I-62447	201-45160-42610	GAS & FUEL DIESEL	200688	99.81
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	39,106.13

PACKET : 06754 06755 06756 06757

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
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-1987/1	201-45210-42500	REPAIR & MAIN AIR FILTER,BLADE	200634	81.96
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-00424	RUNNINGS SUPPLY INC					
		I-1772215	201-45210-42600	SUPPLIES & MA NOZZLE,HOOK W/LATCH,BRUSH	200725	85.94
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1772235	201-45210-42600	SUPPLIES & MA BAR OIL	200725	45.98
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1772817	201-45210-42600	SUPPLIES & MA CLEVIS GRAB HOOK	200725	47.96
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1774552	201-45210-42600	SUPPLIES & MA BOLTS,NUTS,WASHERS	200725	25.95
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1774554	201-45210-42650	UNIFORMS ROTH LOGOD COVERALLS,HOODIE	200725	129.98
		I-1775052	201-45210-42650	UNIFORMS GATES LOGOD LIME HOODIE	200725	79.99
		I-1775054	201-45210-42650	UNIFORMS ANDERA LOGOD LIME HOODIE	200725	79.99
		I-1775715	201-45210-42600	SUPPLIES & MA RATCHET,BREAKER BAR,WRENCH	200725	293.93
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01117	WHEELCO BRAKE & SUPPLY					
		C-CM66485	201-45210-42500	REPAIR & MAIN RETURNED LED MINIBAR	200767	402.62-
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-INV454836	201-45210-42500	REPAIR & MAIN LED MINIBAR	200767	402.62
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-INV454987	201-45210-42500	REPAIR & MAIN LED MINIBAR	200767	364.10
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815029093	201-45210-42500	REPAIR & MAIN SLOW BLOW FUSES	200746	22.47
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815029178	201-45210-42500	REPAIR & MAIN BATTERY	200746	129.73
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815029190	201-45210-42500	REPAIR & MAIN WIPER BLADES	200746	43.98
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815029191	201-45210-42500	REPAIR & MAIN FUEL TANK CAP	200746	17.79
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01322	LARRY'S I-90 SERVICE IN					
		I-100637	201-45210-42500	REPAIR & MAIN PIVOT PIN KIT,BOLTS	200670	108.00
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-100808	201-45210-42500	REPAIR & MAIN MOTOR RELAY,BLADE GUIDE SET	200670	62.19
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-100872	201-45210-42500	REPAIR & MAIN MOTOR ASSEMBLY	200670	579.46
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.01.24	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	200703	26.20
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.01.24	201-45210-42800	UTILITIES PATTON YOUNG	200703	153.44
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		

PACKET : 06754 06755 06756 06757

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
01-01830	NORTHWESTERN ENERGY	continued				
		I-2748483-1.01.24	201-45210-42800	UTILITIES ACCESS LOT METER	200703	10.19
PROJ: H79-42800	LAKE PARK ACCESS AREAS			UTILITIES		
		I-2967874-5.01.24	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	200703	53.18
PROJ: H65-42800	AMPHITHEATER			UTILITIES		
		I-2997129-8.01.24	201-45210-42800	UTILITIES 800 E 11TH AVE	200703	14.45
PROJ: H60-42800	NORTHRIDGE PARK			UTILITIES		
		I-3975323-1.01.24	201-45210-42800	UTILITIES 502 S LAWLER ST	200703	71.21
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
		I-3975325-6.01.24	201-45210-42800	UTILITIES 612 W ASH AVE	200703	51.50
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
01-01944	PFEIFER IMPLEMENT CO					
		I-01-172910	201-45210-42500	REPAIR & MAIN HARNESS,NUT,CAP,HYDRAULIC FLD	200715	507.16
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
01-02679	MENARD'S INC					
		I-63717	201-45210-42600	SUPPLIES & MA LONG NOSE PLIERS,LED BULBS	200682	56.42
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-64015	201-45210-42600	SUPPLIES & MA CROWSFOOT,MAGNETIC CLAW	200682	112.52
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-64062	201-45210-42600	SUPPLIES & MA SPLASH,FLOOR MAT	200682	24.50
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-64070	201-45210-42610	GAS & FUEL DIESEL FUEL TREATMENT	200682	71.07
PROJ: H50-42610	PARKS EQUIPMENT			GAS/FUEL		
01-02790	SUN GOLD SPORTS LLC					
		I-25015	201-45210-42650	UNIFORMS LOGO FEE	200749	24.00
01-07572	UNITED ROTARY BRUSH COR					
		I-CI307546	201-45210-42500	REPAIR & MAIN POLY CONV WAFER	200758	1,913.47
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
01-09703	AMAZON CAPITAL SERVICES					
		I-1V99-9W1W-KT3J	201-45210-42600	SUPPLIES & MA TOOL BOX	200585	515.99
PROJ: H50-42600	PARKS EQUIPMENT			SUPPLIES/MATERIALS		
		I-1XGP-1QX1-JCMQ	201-45210-42600	SUPPLIES & MA PAPER DISPENSERS	200585	324.24
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-1XVH-44YC-LLW3	201-45210-42600	SUPPLIES & MA BATTERY TWIN PACK,FLASHLIGHT	200585	250.17
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
				DEPARTMENT 5210 PARKS	TOTAL:	6,379.11

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
		I-22895	201-45220-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	3,850.00
		I-22895	201-45220-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	17,832.00
		I-22895	201-45220-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	419.00
		I-22895	201-45220-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	1,356.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30136	201-45220-42100	INSURANCE INSURANCE COVERAGE	200736	10,877.20
		I-30136	201-45220-42100	INSURANCE INSURANCE COVERAGE	200736	6,934.12
		I-30136	201-45220-42100	INSURANCE INSURANCE COVERAGE	200736	2,199.00
		I-30136	201-45220-42100	INSURANCE INSURANCE COVERAGE	200736	70,421.10
DEPARTMENT 5220 SUPERVISION					TOTAL:	113,888.42

FUND 201 PARK FUND					TOTAL:	193,693.07

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 202 CORN PALACE FUND

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1772204	202-45650-42500	REPAIRS & MAI BATTERY	200725	89.99
		I-1772207	202-45650-42600	SUPPLIES & MA FACE MASK	200725	29.99
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-302920	202-45650-42500	REPAIRS & MAI RELAYS	200603	82.96
01-00483	COUNTY FAIR					
		I-01022024	202-45650-42610	COST OF GOODS POWERADE	200618	34.16
		I-01032024	202-45650-42610	COST OF GOODS HOT DOG BUNS	200618	23.52
		I-01092024	202-45650-42610	COST OF GOODS PICKLES	200618	18.15
		I-01102024	202-45650-42610	COST OF GOODS SOUR CREAM,LINERS,DT COKE	200618	88.61
		I-01202024	202-45650-42610	COST OF GOODS BEANS,LINERS,LETTUCE	200618	43.15
		I-01272024	202-45650-42610	COST OF GOODS TACO SAUCE,JELLY,LETTUCE	200618	21.03
01-00513	LOGAN LUXURY THEATRES C					
		I-4749	202-45650-42610	COST OF GOODS CUPS,LIDS	200675	214.23
01-00565	SDML WORKERS' COMPENSAT					
		I-22895	202-45650-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	9,245.00
		I-22895	202-45650-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	2,337.00
		I-22895	202-45650-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	254.00
		I-22895	202-45650-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	243.00
01-00940	HARVE'S SPORT SHOP					
		I-0002306	202-45650-42600	SUPPLIES & MA BOYS BASKETBALLS	200644	191.97
01-01199	STURDEVANTS AUTO VALUE					
		I-815029983	202-45650-42666	MINOR EQUIPME DIESEL FUEL	200746	11.50
01-01590	MCLEOD'S PRINTING					
		I-72700	202-45650-42600	SUPPLIES & MA SELF INKING STAMP	200680	30.99
01-01601	ARCTIC REFRIGERATION IN					
		I-52855	202-45650-42500	REPAIRS & MAI REPAIR NORTH ICE MACHINE	200589	941.03
01-02560	PEPSI COLA COMPANY					
		I-97787999	202-45650-42610	COST OF GOODS BIBS,BUBBLRS	200713	475.30
		I-97788802	202-45650-42610	COST OF GOODS BIBS,BUBBLRS	200713	914.90
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30136	202-45650-42100	INSURANCE INSURANCE COVERAGE	200736	4,380.00
		I-30136	202-45650-42100	INSURANCE INSURANCE COVERAGE	200736	760.26
		I-30136	202-45650-42100	INSURANCE INSURANCE COVERAGE	200736	340.00
		I-30136	202-45650-42100	INSURANCE INSURANCE COVERAGE	200736	30,292.01
01-02679	MENARD'S INC					
		I-63773	202-45650-42600	SUPPLIES & MA FILTERS,HAN WARMER,SPACKLING	200682	72.94
		I-64246A	202-45650-42600	SUPPLIES & MA WASTEBASKET,CAN WITH LID,GLOVE	200682	67.91

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 202 CORN PALACE FUND

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02679	MENARD'S INC		continued			
		I-64478	202-45650-42600	SUPPLIES & MA LED LIGHT BULBS	200682	42.90
01-02790	SUN GOLD SPORTS LLC					
		I-25040	202-45650-42600	SUPPLIES & MA AWARDS	200749	40.00
01-02811	JONES SUPPLIES					
		I-144745	202-45650-42600	SUPPLIES & MA CLEANER,T-TISSUE,ROLL TOWELS	200663	395.79
		I-144746	202-45650-42600	SUPPLIES & MA UNWRAPPED STRAWS,NAPKINS	200663	155.70
		I-144815	202-45650-42600	SUPPLIES & MA FACIAL TISSUE	200663	47.41
		I-144831	202-45650-42600	SUPPLIES & MA LINERS	200663	79.55
		I-144863	202-45650-42600	SUPPLIES & MA T-TISSUE,TOWELS,LINERS	200663	294.45
		I-144988	202-45650-42600	SUPPLIES & MA TOWELS,LINERS,CLEANER,BATTERY	200663	388.42
		I-145045	202-45650-42600	SUPPLIES & MA TOWELS,T-TISSUE,LINERS	200663	93.17
		I-145102	202-45650-42600	SUPPLIES & MA BATTERIES	200663	47.82
		I-145111	202-45650-42600	SUPPLIES & MA NAPKINS	200663	59.47
		I-145122	202-45650-42600	SUPPLIES & MA T-TISSUE,LINERS	200663	65.36
		I-145139	202-45650-42600	SUPPLIES & MA NAPKINS,TOWELS,GLOVES	200663	136.09
		I-145142	202-45650-42600	SUPPLIES & MA T-TISSUE,TOWELS,LINERS,SCREENS	200663	593.46
01-03267	WALMART/CAPITAL ONE					
		I-7975.01052024	202-45650-42600	SUPPLIES & MA AUDIOKIT,BATTERIES	200766	23.90
01-03268	DAKOTA WESLEYAN UNIVERS					
		I-01262024	202-45650-42502	CONTRACT SERV CP 2025 MURAL DESIGNS	200623	4,000.00
01-03700	CORE-MARK MIDCONTINENT					
		C-1393394	202-45650-42610	COST OF GOODS RETURNED CHEESE	200616	71.31-
		I-1390110	202-45650-42610	COST OF GOODS CANDY,LIDS,CUPS,CHIPS,CHEESE	200616	7,081.04
		I-1397267	202-45650-42610	COST OF GOODS CANDY,BROWN SUGAR,CHIPS,PICKLE	200616	3,563.39
		I-1399715	202-45650-42610	COST OF GOODS MUFFINS,COOKIES,BARS	200616	127.05
		I-1406990	202-45650-42610	COST OF GOODS CANDY,LIDS,CHIPS,BROWN SUGAR	200616	3,936.42
		I-1417239	202-45650-42610	COST OF GOODS TOOTSIE POPS,CORNNUTS,GUM,BROW	200616	8,025.91
		I-1421748	202-45650-42610	COST OF GOODS MARSHMALLOWS,MUSTARD,KETCHUP	200616	1,513.36
		I-1421749-700	202-45650-42610	COST OF GOODS SLICED RIB TIPS,MEATBALLS,BOWL	200616	221.80
01-04352	UPS STORE #4227					
		I-01162024	202-45650-42660	SHIPPING/POST POSTAGE	200760	34.13
		I-01172024	202-45650-42660	SHIPPING/POST POSTAGE	200760	33.81
01-06656	PREMIER PEST CONTROL LL					
		I-51545	202-45650-42502	CONTRACT SERV JAN 2024 PEST CONTROL	200719	200.00
01-07344	CHESTERMAN COMPANY					
		I-11283281	202-45650-42610	COST OF GOODS PLB STILL,BIBS,CUPS,LIDS	200608	1,242.10
		I-11288239	202-45650-42610	COST OF GOODS SLIM CAN ENERGY,BIBS,CUPS,LIDS	200608	893.80
		I-11301059	202-45650-42610	COST OF GOODS MONSTERS,BODY ARMOUR,TEAS	200608	1,674.30
		I-11306093	202-45650-42610	COST OF GOODS CUPS,BIBS,POWERADE,MONSTERS	200608	2,524.45

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 202 CORN PALACE FUND
DEPARTMENT: 5650 CORN PALACE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08281	ARAMARK					
		I-6380158973	202-45650-42600	SUPPLIES & MA NAPKIN, TABLECLOTH CLEANING	200588	33.66
01-09495	SCHUMACHER ELEVATOR COM					
		I-90602798	202-45650-42500	REPAIRS & MAI QUARTERLY MAINTENANCE	200733	234.63
01-10254	LEIGHTON FAMILY FARMS					
		I-954	202-45650-42610	COST OF GOODS POPCORN	200673	700.00
01-10353	DIMOCK DAIRY INC					
		I-24010217	202-45650-42610	COST OF GOODS CHEESE VARIETIES	200628	322.50
DEPARTMENT 5650 CORN PALACE					TOTAL:	89,958.13
FUND 202 CORN PALACE FUND					TOTAL:	89,958.13

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02170	DAVISON COUNTY REGISTER					
		I-01182024	203-45220-42200	PROFESSIONAL WARRANTY DEED	200624	30.00
				DEPARTMENT 5220 LAKE	TOTAL:	30.00

				FUND 203 LAKE MITCHELL	TOTAL:	30.00

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 ** INVALID DEPT **

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00536	DWU WOMEN'S BASKETBALL					
	I-3304	209-46530-42920	SPORTS AUTHOR DWU CULVERS HS CLSC 02.09-10	200632	3,000.00	
01-02588	USA HOCKEY INC					
	I-3272	209-46530-42920	SPORTS AUTHOR USA PARALYMPIC SLED HOCKEY	200762	3,500.00	
01-07387	DWU MEN'S SOCCER					
	I-3289	209-46530-42920	SPORTS AUTHOR DWU INDOOR WINTER CLASSIC	200631	2,500.00	
01-09407	SPECIAL OLYMPICS SOUTH					
	I-3301	209-46530-42920	SPORTS AUTHOR SPECIAL OLYMPICS SD 03.23-24	200741	12,000.00	
01-09655	MITCHELL FIGURE SKATING					
	I-3274	209-46530-42920	SPORTS AUTHOR PALACE ICE FESTIVAL 01.12-13	200692	750.00	
DEPARTMENT 6530 ** INVALID DEPT **					TOTAL:	21,750.00

FUND 209 BUSINESS IMPROV DIST #4					TOTAL:	21,750.00

PACKET : 06754 06755 06756 06757

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
01-00565	SDML WORKERS' COMPENSAT					
		I-22895	214-43500-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	1,164.00
01-00613	NENA					
		I-300074516	214-43500-42700	DUES, TRAININ 2024 MEMBERSHIP DUES	200700	147.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30136	214-43500-42100	INSURANCE INSURANCE COVERAGE	200736	1,470.00
		I-30136	214-43500-42100	INSURANCE INSURANCE COVERAGE	200736	631.36
01-02880	THUNE TRUE VALUE & APPL					
		I-A559399	214-43500-42600	SUPPLIES & MA BATTERY	200753	19.98
01-06708	CDW GOVERNMENT INC					
		I-NS76152	214-43500-42600	SUPPLIES & MA REPLACEMENT BATTERY	200604	185.76
01-08252	CORPORATE TRANSLATION S					
		I-259668	214-43500-42200	PROFESSIONAL TRANSLATION SERVICES	200669	3.93
01-10486	AT&T MOBILITY - POLICE					
		I-9001X01232024	214-43500-42800	UTILITIES - T ACCT #287283989001	200591	45.42
					DEPARTMENT 3500 E-911	TOTAL: 3,667.45
					FUND 214 E-911 EMERGENCY	TOTAL: 3,667.45

PACKET : 06754 06755 06756 06757
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
=====						
01-00565	SDML WORKERS' COMPENSAT					
	I-22895		218-45140-42120	INSURANCE 2024 WORK COMP RENEWAL	200738	22.00
DEPARTMENT 5140 MVP						TOTAL: 22.00

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5150 PALACE TRANSIT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
	I-22895	218-45150-42110	INSURANCE	2024 WORK COMP RENEWAL	200738	365.00
	I-22895	218-45150-42110	INSURANCE	2024 WORK COMP RENEWAL	200738	11,575.00
01-01830	NORTHWESTERN ENERGY					
	I-2782802-9.01.24	218-45150-42800	UTILITIES	1321 W 8TH	200703	908.06
	PROJ: E01-GAUT	5311-FY18/19		Garage Utilities		
01-02567	S & M PRINTING INC					
	I-81716	218-45150-42600	SUPPLIES & MA RESERVATION SLIPS		200729	295.00
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
01-02624	SD PUBLIC ASSURANCE ALL					
	I-30136	218-45150-42100	VEHICLE INSUR INSURANCE COVERAGE		200736	1,095.00
	I-30136	218-45150-42100	VEHICLE INSUR INSURANCE COVERAGE		200736	2,825.76
	I-30136	218-45150-42100	VEHICLE INSUR INSURANCE COVERAGE		200736	10,084.82
	I-30136	218-45150-42110	INSURANCE INSURANCE COVERAGE		200736	5,049.16
01-06708	CDW GOVERNMENT INC					
	I-NS79093	218-45150-42600	SUPPLIES & MA MONITORS		200604	222.62
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
01-07717	VERN EIDE FORD					
	I-25038916	218-45150-42500	REPAIR AND MA SEAT BELT ASSEMBLY		200765	72.17
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-08328	JESSICA PICKETT					
	C-114876794	218-45150-42710	TRAVEL, CONF, STOP PAYMENT CHECK FEE		200717	20.00-
	I-01232024	218-45150-42700	TRAVEL, CONFE TRANSIT LEGSLTN DAY-PIERRE MLG		200717	158.10
	PROJ: E01-TRA	5311-FY18/19		Travel/Training		
	I-121323	218-45150-42710	TRAVEL, CONF, MYRTLE BEACH-MEALS,RENTALS		200717	437.64
	PROJ: E01-RTAP	5311-FY18/19		RTAP		
01-08370	KAROL IBURG					
	I-01192024	218-45150-42231	DRUG TESTING/ CDL LICENSE REIMBURSED		200654	33.00
	PROJ: E01-CDLDUE	5311-FY18/19		CDL/Dues		
01-09703	AMAZON CAPITAL SERVICES					
	I-1F3R-1VWG-QX3G	218-45150-42600	SUPPLIES & MA DESK MOUNT FOR MONITOR		200585	98.00
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
01-10414	MIDWAY SERVICE dba VOLL					
	I-62447	218-45150-42610	GAS OIL TIRES DIESEL		200688	551.20
	I-62447	218-45150-42610	GAS OIL TIRES DIESEL		200688	509.81
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	34,260.34

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00140	AL'S ENGRAVING					
		I-18205	218-45180-42600	SUPPLIES & MA NAME PLATES	200583	85.75
01-00565	SDML WORKERS' COMPENSAT					
		I-22895	218-45180-42120	INSURANCE 2024 WORK COMP RENEWAL	200738	74.00
01-04293	JCL SOLUTIONS					
		I-1349186	218-45180-42600	SUPPLIES & MA AIR FRESHNER	200662	57.93
01-05189	MITCHELL BARBERSHOP CHO					
		I-01112024	218-45180-42900	FUNDRAISING VALENTINE CONCERT 02.12.2024	200691	100.00
01-09815	ROY KING					
		I-01112024	218-45180-42900	FUNDRAISING DANCE 2.11.2024	200667	150.00
DEPARTMENT 5180 JVCC						TOTAL: 467.68

FUND 218 COMMUNITY SERVICES						TOTAL: 34,750.02

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00565	SDML WORKERS' COMPENSAT					
	I-22895	219-45140-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	237.00
01-02624	SD PUBLIC ASSURANCE ALL					
	I-30136	219-45140-42110	VEHICLE INSUR	INSURANCE COVERAGE	200736	365.00
	I-30136	219-45140-42110	VEHICLE INSUR	INSURANCE COVERAGE	200736	235.48
	I-30136	219-45140-42110	VEHICLE INSUR	INSURANCE COVERAGE	200736	553.18
01-06708	CDW GOVERNMENT INC					
	I-NS79093	219-45140-42600	SUPPLIES & MA	MONITORS	200604	111.31
01-09069	BIG DADDY D'S INC					
	I-01242024	219-45140-42911	CONTRACT SERV	SR MEALS 01.15-19.2024	200599	1,863.20
	I-885	219-45140-42911	CONTRACT SERV	SR MEALS 01.08-12.2024	200599	2,441.20
DEPARTMENT 5140 NUTRITION					TOTAL:	5,806.37

FUND 219 NUTRITION					TOTAL:	5,806.37

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 230 AIRPORT

DEPARTMENT: 3500 AIRPORT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00281	HELMS AND ASSOCIATES					
		I-AIP28AIRPORTPE31	230-43500-43320	AIP-RECONSTRU AIP '28 AIRPORT P.E. #31	200648	18,598.15
01-00565	SDML WORKERS' COMPENSAT					
		I-22895	230-43500-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	1,425.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30136	230-43500-42100	INSURANCE INSURANCE COVERAGE	200736	1,081.67
		I-30136	230-43500-42100	INSURANCE INSURANCE COVERAGE	200736	3,247.00
		I-30136	230-43500-42100	INSURANCE INSURANCE COVERAGE	200736	7,628.87
01-02880	THUNE TRUE VALUE & APPL					
		I-A560278	230-43500-42600	SUPPLIES & MA REGAL MICRO BIT SET	200753	11.97
		I-A560505	230-43500-42600	SUPPLIES & MA HEAT GUN,CORD	200753	69.98
01-09955	MEAD & HUNT INC					
		I-AIP32AIRPORTPE1FNL	230-43500-43205	HANGAR AIP '32 AIRPORT P.E. #1-FINAL	200681	5,000.00
				DEPARTMENT 3500 AIRPORT	TOTAL:	37,062.64
				FUND 230 AIRPORT	TOTAL:	37,062.64

PACKET : 06754 06755 06756 06757

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
01-00520	HAWKINS INC					
		C-6587916	602-43330-42600	SUPPLIES & MA DUPLICATE PAID INVOICE	200645	36.00-
		I-6665566	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	200645	50.00
01-00565	SDML WORKERS' COMPENSAT					
		I-22895	602-43330-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	26.00
		I-22895	602-43330-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	5,972.00
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.01.24	602-43330-42800	UTILITIES 1416 E SPRUCE ST	200703	38.08
01-02602	PUBLIC HEALTH LABORATOR					
		I-10613653	602-43330-42650	UNIFORMS LABS	200720	225.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30136	602-43330-42100	INSURANCE INSURANCE COVERAGE	200736	9,505.20
		I-30136	602-43330-42100	INSURANCE INSURANCE COVERAGE	200736	1,238.10
		I-30136	602-43330-42100	INSURANCE INSURANCE COVERAGE	200736	1,716.00
		I-30136	602-43330-42100	INSURANCE INSURANCE COVERAGE	200736	14,364.45
01-04312	USA BLUEBOOK					
		I-INV00233222	602-43330-42600	SUPPLIES & MA HACH FLUORIDE,SULFURIC ACID	200761	1,181.21
01-08281	ARAMARK					
		I-6380164818	602-43330-42600	SUPPLIES & MA MAT CLEANING	200588	41.07
01-09696	UPPER MIDWEST GARAGE DO					
		I-8939	602-43330-42600	SUPPLIES & MA COMMERCIAL SERVICE CALL	200759	122.45
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	602-43330-42610	GAS & FUEL DIESEL	200688	34.68
		I-62447	602-43330-42610	GAS & FUEL DIESEL	200688	31.79
				DEPARTMENT 3330 WATER TREATMENT PLANT	TOTAL:	34,510.03

PACKET : 06754 06755 06756 06757

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
=====						
01-00185	AUTO BODY SPECIALTIES					
	I-249615/2	602-43340-42600	SUPPLIES & MA	BLACK ATTACHMENT TAPE	200592	71.58
01-00210	BAILEY METAL FABRICATOR					
	I-62259	602-43340-42600	SUPPLIES & MA	TUBING,SQUARE TUBE	200596	247.76
	I-62265	602-43340-42600	SUPPLIES & MA	CUT TUBE,SQUARE TUBE	200596	7.87
	I-62267	602-43340-42600	SUPPLIES & MA	TESTED PIPE,BLACK PIPE	200596	111.01
01-00356	QUALIFIED PRESORT					
	I-2279-70	602-43340-42660	POSTAGE	POSTAGE 01.01-21.2024	200722	57.42
01-00424	RUNNINGS SUPPLY INC					
	I-1774609	602-43340-42600	SUPPLIES & MA	BATTERIES	200725	16.99
	I-1775445	602-43340-42650	UNIFORMS	SCHUMAN PANTS	200725	104.97
	I-1783105	602-43340-42600	SUPPLIES & MA	SAND TUBES	200725	65.88
01-00436	CHS FARMERS ALLIANCE					
	I-IZ0747	602-43340-42600	SUPPLIES & MA	REPAIR TIRE	200610	18.83
01-00717	H & W CONTRACTING LLC					
	I-2020-20 P.E. #3	602-43340-43355	ABOVE GROUND	2020-20 P.E. #3	200641	331,368.68
01-01404	MITCHELL IRON & SUPPLY					
	I-81496	602-43340-42600	SUPPLIES & MA	ROUND SHAFT,MACHINE BUSHING	200693	88.05
01-01590	MCLEOD'S PRINTING					
	I-72855	602-43340-42910	BILLING OFFIC	ENVELOPES	200680	151.23
01-01700	AAA COLLECTIONS INC					
	I-7782-1.12.23	602-43340-42910	BILLING OFFIC	COLLECTION FEES	200577	16.67
01-01830	NORTHWESTERN ENERGY					
	I-2576810-2.01.24	602-43340-42800	UTILITIES	1224 1/2 W 5TH AVE	200703	286.51
01-01964	DAKOTA SUPPLY GROUP					
	C-S103387564.001	602-43340-42600	SUPPLIES & MA	RETURNED LASCO,ACCT 700	200622	83.88-
01-02143	HDR ENGINEERING INC					
	I-2022-22 P.E. #14	602-43340-42225	PROFESSIONAL	2022-22 P.E. #14	200646	770.62
01-02170	DAVISON COUNTY REGISTER					
	I-01192024	602-43340-43355	ABOVE GROUND	MITCHELL PROPERTIES EASEMENT	200624	30.00
	I-011924	602-43340-43355	ABOVE GROUND	MITCHELL PROP WARRANTY DEEDS	200624	30.00
01-02470	CORE & MAIN LP					
	I-U081019	602-43340-42600	SUPPLIES & MA	NO LEAD COUPLING,MINN CTS,PLUG	200615	1,452.39
	I-U154950	602-43340-42600	SUPPLIES & MA	MODEL 3416AS	200615	870.00
	I-U158031	602-43340-42600	SUPPLIES & MA	S/POINT M2 WIRED	200615	1,980.00
	I-U192533	602-43340-42600	SUPPLIES & MA	STOCK REPAIR CLAMPS	200615	859.37

PACKET : 06754 06755 06756 06757

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
01-02470	CORE & MAIN LP		continued			
		I-U222717	602-43340-42600	SUPPLIES & MA GASKETS,METERS,ORING	200615	2,455.58
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2021-3 P.E. #20	602-43340-43358	PAINT WEST WT 2021-3 P.E. #20	200732	450.00
		I-2021-45 P.E. #29	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #29	200732	1,440.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB3785	602-43340-42600	SUPPLIES & MA SHIPPING LABELS	200661	179.37
01-06656	PREMIER PEST CONTROL LL					
		I-51521	602-43340-42600	SUPPLIES & MA JAN 2024 PEST CONTROL	200719	75.00
01-08321	MENNING EXCAVATING					
		I-191	602-43340-43348	WATER MAIN-RO INSTALL 6" WATER SERVICE	200684	1,504.07
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #29	602-43340-43355	ABOVE GROUND 2020-20 P.E. #29	200657	18,161.91
		I-2020-20 P.E. #30	602-43340-43355	ABOVE GROUND 2020-20 P.E. #30	200657	6,868.05
01-08466	CHR SOLUTIONS INC					
		I-766880	602-43340-42660	POSTAGE DECEMBER BILLING SERVICES	200609	813.24
		I-766880	602-43340-42910	BILLING OFFIC DECEMBER BILLING SERVICES	200609	370.81
01-08560	FIRST RATE EXCAVATE INC					
		I-23-C-3834	602-43340-43311	VALVE REPLACE MAIN WORK AT 15TH AVE&N OHLMAN	200635	46,287.58
01-08594	MAKE IT MINE DESIGNS					
		I-33543	602-43340-43414	PLOW ATTACHME SNOW BLADE AND MOUNTING	200678	9,946.00
01-09439	ADVANCED ENGINEERING AN					
		I-91958	602-43340-42200	LOCATES WATER DIST MODEL SUPPORT	200580	332.50
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	427,406.06
				FUND 602 WATER	TOTAL:	461,916.09

PACKET : 06754 06755 06756 06757

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-2279-70	604-43200-42660	POSTAGE	POSTAGE 01.01-21.2024	200722	59.40
01-00424	RUNNINGS SUPPLY INC					
	I-1774398	604-43200-42650	UNIFORMS	KING FLEECE,PANTS,JACKET	200725	174.96
	I-1774406	604-43200-42650	UNIFORMS	HENNEK LOGO JACKET,SHIRTS	200725	106.93
	I-1774951	604-43200-42650	UNIFORMS	HENNEK BOOTS	200725	134.00
	I-1778190	604-43200-42600	SUPPLIES	JIFFY TORCH 8" DRILL	200725	149.98
	I-1779984	604-43200-42650	UNIFORMS	KING GLOVES	200725	21.98
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-303314	604-43200-42600	SUPPLIES	BATTERIES	200603	192.63
01-00525	DAKOTA PUMP LLC					
	I-17739	604-43200-42600	SUPPLIES	PUMP	200621	725.34
01-00565	SDML WORKERS' COMPENSAT					
	I-22895	604-43200-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	25.00
	I-22895	604-43200-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	5,331.00
01-00750	FISHER SCIENTIFIC					
	I-9435742	604-43200-42600	SUPPLIES	CULTURTEK	200636	258.10
01-01020	CENTRAL ELECTRIC COOPER					
	I-12550001.01.24	604-43200-42800	UTILITIES	41151 256TH ST	200606	10,580.00
01-01117	WHEELCO BRAKE & SUPPLY					
	I-INV466115	604-43200-42600	SUPPLIES	REFLEX LED MINIBAR	200767	402.62
01-02143	HDR ENGINEERING INC					
	I-2021-31 P.E. #34	604-43200-43300	NORTH PLANT I	2021-31 P.E. #34	200646	36,871.10
	I-2022-1 P.E. #12	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #12	200646	39,020.76
01-02624	SD PUBLIC ASSURANCE ALL					
	I-30136	604-43200-42100	INSURANCE	INSURANCE COVERAGE	200736	11,133.00
	I-30136	604-43200-42100	INSURANCE	INSURANCE COVERAGE	200736	2,336.41
	I-30136	604-43200-42100	INSURANCE	INSURANCE COVERAGE	200736	15,781.00
	I-30136	604-43200-42100	INSURANCE	INSURANCE COVERAGE	200736	29,544.83
01-02679	MENARD'S INC					
	I-64028	604-43200-42600	SUPPLIES	DISTILLED WATER,CLOROX	200682	115.25
	I-64272	604-43200-42600	SUPPLIES	MATS	200682	82.57
	I-64303	604-43200-42600	SUPPLIES	AIR DUSTER,PINESOL	200682	19.75
01-03267	WALMART/CAPITAL ONE					
	I-9237.01172024	604-43200-42600	SUPPLIES	COMMAND HOOKS,BOARD,MARKERS	200766	80.89
	I-9237.01222024	604-43200-42600	SUPPLIES	TRASH CAN,SHARK VACUUM	200766	266.77
01-04858	ALIGNMENT X-PERTS, INC.					

PACKET : 06754 06755 06756 06757

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
=====						
01-04858	ALIGNMENT X-PERTS, INC.	continued				
		I-8095-32	604-43200-42500	REPAIRS FRONT FLAT REPAIR	200584	25.00
01-06656	PREMIER PEST CONTROL LL					
		I-51519	604-43200-42600	SUPPLIES JAN 2024 PEST CONTROL	200719	75.00
01-08466	CHR SOLUTIONS INC					
		I-766880	604-43200-42660	POSTAGE DECEMBER BILLING SERVICES	200609	813.23
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	604-43200-42610	GAS & FUEL DIESEL	200688	90.14
		I-62447	604-43200-42610	GAS & FUEL DIESEL	200688	83.37
DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:						154,501.01

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1775683	604-43250-42600	SUPPLIES SLIP HOOK,NUTS,BOLTS,WASHERS	200725	69.36
		I-1775770	604-43250-42600	SUPPLIES REPAIR LINK	200725	4.29
		I-1778461	604-43250-42600	SUPPLIES COMPACT DRILL	200725	159.99
01-01020	CENTRAL ELECTRIC COOPER					
		I-12552001.01.24	604-43250-42800	UTILITIES 2824 S CAPITAL ST	200606	261.00
01-01117	WHEELCO BRAKE & SUPPLY					
		I-INV457299	604-43250-42600	SUPPLIES DIESEL EXHAUST FLUID,BRAKE CLN	200767	87.47
01-01590	MCLEOD'S PRINTING					
		I-72855	604-43250-42910	BILLING OFFIC ENVELOPES	200680	151.22
01-01700	AAA COLLECTIONS INC					
		I-7782-1.12.23	604-43250-42910	BILLING OFFIC COLLECTION FEES	200577	16.67
01-01830	NORTHWESTERN ENERGY					
		I-2572870-0.01.24	604-43250-42800	UTILITIES 1511 N COMMERCE	200703	180.89
		I-2582739-5.01.24	604-43250-42800	UTILITIES 1300 W NORWAY AVE	200703	145.30
		I-2809477-9.01.24	604-43250-42800	UTILITIES 1423 COUNTRY DR	200703	183.32
		I-3907866-2.01.24	604-43250-42800	UTILITIES 1040 N HARMON DR LIFT	200703	194.46
01-02143	HDR ENGINEERING INC					
		I-2022-22 P.E. #14	604-43250-42200	PROFESSIONAL 2022-22 P.E. #14	200646	770.63
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2021-45 P.E. #30	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #30	200732	600.00
		I-2022-3 P.E. #10	604-43250-42200	PROFESSIONAL 2022-3 P.E. #10	200732	1,100.00
		I-2023-6 P.E. #7	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #7	200732	7,810.62
01-02679	MENARD'S INC					
		I-64553	604-43250-42600	SUPPLIES GORILLA CAULK,GLASS CLEANER	200682	24.08
01-03771	INDEPENDENT VIKING GLAS					
		I-41449	604-43250-42500	REPAIRS FURNISH & INSTALL GREEN LAMI	200656	155.00
01-06656	PREMIER PEST CONTROL LL					
		I-51522	604-43250-42600	SUPPLIES JAN 2024 PEST CONTROL	200719	75.00
01-08466	CHR SOLUTIONS INC					
		I-766880	604-43250-42910	BILLING OFFIC DECEMBER BILLING SERVICES	200609	370.81
01-09142	HYDRO-KLEAN LLC					
		I-086799	604-43250-43317	CIPP PERFORM MONOFORM,MANHOLE REHAB	200652	76,900.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	604-43250-42610	GAS DIESEL	200688	6.06
		I-62447	604-43250-42610	GAS DIESEL	200688	5.55

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 89,271.72

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3220 RECYCLING PROGRAM
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.01.24	612-43220-42800	UTILITIES 2801 E HAVENS ST	200703	422.57
01-06656	PREMIER PEST CONTROL LL					
		I-51518	612-43220-42500	REPAIR & MAIN JAN 2024 PEST CONTROL	200719	175.00
01-08380	PETERBILT OF SIOUX FALL					
		C-A632524	612-43220-42600	SUPPLIES CORE CREDIT	200714	213.99-
		I-A632521	612-43220-42600	SUPPLIES AIR COMPRESSOR, PIPE, RINGS, SEAL	200714	4,829.55
		I-A632522	612-43220-42600	SUPPLIES CORE	200714	515.00
		I-A633191	612-43220-42600	SUPPLIES BANJO-UNION	200714	112.80
01-09891	MILLENNIUM RECYCLING					
		I-481728	612-43220-42200	CONTRACT-MILL SINGLE STREAM FEE	200689	1,307.95
DEPARTMENT 3220 RECYCLING PROGRAM						TOTAL: 7,148.88

PACKET : 06754 06755 06756 06757

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-2279-70	612-43230-42660	POSTAGE	POSTAGE 01.01-21.2024	200722	56.76
01-00436	CHS FARMERS ALLIANCE					
	I-IZ0608	612-43230-42500	REPAIRS	MOUNT TIRES	200610	240.00
01-00565	SDML WORKERS' COMPENSAT					
	I-22895	612-43230-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	25.00
	I-22895	612-43230-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	7,273.00
	I-22895	612-43230-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	3,665.00
	I-22895	612-43230-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	1,192.00
	I-22895	612-43230-42100	INSURANCE	2024 WORK COMP RENEWAL	200738	6,535.00
01-01199	STURDEVANTS AUTO VALUE					
	I-815029981	612-43230-42600	SUPPLIES	FUEL CONSTRUCTION,OIL FLEET	200746	80.02
01-01590	MCLEOD'S PRINTING					
	I-72855	612-43230-42910	BILLING OFFIC	ENVELOPES	200680	151.22
01-01700	AAA COLLECTIONS INC					
	I-7782-1.12.23	612-43230-42910	BILLING OFFIC	COLLECTION FEES	200577	16.66
01-01830	NORTHWESTERN ENERGY					
	I-2576522-3.01.24	612-43230-42800	UTILITIES	1404 W 5TH AVE SHED	200703	44.14
01-02624	SD PUBLIC ASSURANCE ALL					
	I-30136	612-43230-42100	INSURANCE	INSURANCE COVERAGE	200736	1,941.81
	I-30136	612-43230-42100	INSURANCE	INSURANCE COVERAGE	200736	7,654.00
	I-30136	612-43230-42100	INSURANCE	INSURANCE COVERAGE	200736	6,562.20
01-04066	TRANSWEST TRUCKS OF SIO					
	I-094P3232	612-43230-42600	SUPPLIES	FUEL FILTER,ELEMENT	200757	136.87
01-08380	PETERBILT OF SIOUX FALL					
	I-A632106	612-43230-42600	SUPPLIES	PRESSURE SENSOR,GASKETS	200714	216.64
01-08466	CHR SOLUTIONS INC					
	I-766880	612-43230-42660	POSTAGE	DECEMBER BILLING SERVICES	200609	813.23
	I-766880	612-43230-42910	BILLING OFFIC	DECEMBER BILLING SERVICES	200609	370.81
01-10414	MIDWAY SERVICE dba VOLL					
	I-62447	612-43230-42610	GAS & OIL	DIESEL	200688	2,096.12
	I-62447	612-43230-42610	GAS & OIL	DIESEL	200688	1,938.70
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	41,009.18

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00145	AMERICAN GARAGE DOOR CO					
		I-M40537	612-43240-42500	REPAIR AND MA LANDFILL DOOR SPRING REPAIRED	200587	1,437.44
01-00356	QUALIFIED PRESORT					
		I-2279-70	612-43240-42600	SUPPLIES POSTAGE 01.01-21.2024	200722	35.32
01-00424	RUNNINGS SUPPLY INC					
		I-1774854	612-43240-42600	SUPPLIES WRENCH SETS	200725	122.98
01-00436	CHS FARMERS ALLIANCE					
		I-IF7966	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	200610	1,027.33
		I-IF8232	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	200610	538.55
		I-IF8233	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	200610	655.41
01-00469	GEOTEK ENGINEERING & TE					
		I-2024-28 P.E. #1	612-43240-42205	MONITOR GROUN 2024-28 P.E. #1	200638	4,545.00
		I-2024-29 P.E. #1	612-43240-42550	LAB FEES 2024-29 P.E. #1	200638	9,766.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.01.24	612-43240-42800	UTILITIES ACCT #13061001	200606	773.23
01-01404	MITCHELL IRON & SUPPLY					
		I-81410	612-43240-42600	SUPPLIES WIPER BLADES,LOADED U-CUP	200693	39.10
01-08130	C & B OPERATIONS LLC					
		I-12557864	612-43240-42600	SUPPLIES HOSE FITTINGS	200602	96.84
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	612-43240-42610	GAS & OIL DIESEL	200688	1,090.32
		I-62447	612-43240-42610	GAS & OIL DIESEL	200688	999.54
		I-62447	612-43240-42610	GAS & OIL DIESEL	200688	934.98
		I-62447	612-43240-42610	GAS & OIL DIESEL	200688	864.77
				DEPARTMENT 3240 LANDFILL	TOTAL:	22,926.81
				FUND 612 SANITATION	TOTAL:	71,084.87

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-1864/1	614-45250-42600	SUPPLIES & MA TAP CARDED		200634	6.99
01-00424	RUNNINGS SUPPLY INC					
	I-1774383	614-45250-42600	SUPPLIES & MA LUBREICATOR DIESEL		200725	16.98
	I-1774706	614-45250-42600	SUPPLIES & MA DIESEL FUEL SUPPLEMENT		200725	41.97
	I-1775662	614-45250-42600	SUPPLIES & MA PUMP ROTARY HAND,ICE MELT		200725	84.98
	I-1775665	614-45250-42650	UNIFORMS DAGEN SHIRTS		200725	35.98
	I-1776841	614-45250-42650	UNIFORMS DAGEN JACKET		200725	79.99
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-302046	614-45250-42600	SUPPLIES & MA WHEEL STUD		200603	8.37
01-00436	CHS FARMERS ALLIANCE					
	I-IF8226	614-45250-42610	GAS & FUEL GOLF RUBY FIELDMASTER		200610	111.46
	I-IF8228	614-45250-42610	GAS & FUEL GOLF UNLEADED GAS		200610	161.65
01-00565	SDML WORKERS' COMPENSAT					
	I-22895	614-45250-42100	INSURANCE 2024 WORK COMP RENEWAL		200738	3,140.00
01-00712	NAPA CENTRAL					
	I-796040	614-45250-42600	SUPPLIES & MA OIL FILTER,OIL		200698	67.88
01-01830	NORTHWESTERN ENERGY					
	I-2581639-8.01.24	614-45250-42800	UTILITIES 700 W 23RD AVE		200703	213.67
	I-2581875-8.01.24	614-45250-42800	UTILITIES GOLF CLUB HOUSE		200703	257.33
	I-2581876-6.01.24	614-45250-42800	UTILITIES GOLF CART SHED		200703	12.68
	I-2939180-2.01.24	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD		200703	20.71
01-02051	MIDCONTINENT COMMUNICAT					
	I-02630670213799	614-45250-42800	UTILITIES ACCT #026306702		200686	93.39
01-02624	SD PUBLIC ASSURANCE ALL					
	I-30136	614-45250-42100	INSURANCE INSURANCE COVERAGE		200736	1,061.70
	I-30136	614-45250-42100	INSURANCE INSURANCE COVERAGE		200736	1,439.52
	I-30136	614-45250-42100	INSURANCE INSURANCE COVERAGE		200736	115.00
	I-30136	614-45250-42100	INSURANCE INSURANCE COVERAGE		200736	5,680.18
01-02679	MENARD'S INC					
	I-64542	614-45250-42600	SUPPLIES & MA STORAGE TRAYS,ANTI DIESEL GEL		200682	153.28
01-02880	THUNE TRUE VALUE & APPL					
	I-A559656	614-45250-42600	SUPPLIES & MA NUTS,BOLTS		200753	16.35
	I-A560496	614-45250-42600	SUPPLIES & MA QUICK LINK,CLAMPS,BOX COVERS		200753	30.50
01-08130	C & B OPERATIONS LLC					
	I-23876	614-45250-43400	MACHINERY & E BERNHARD CO GOLF REEL GRINDER		200602	35,000.00
01-08281	ARAMARK					

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08281	ARAMARK	continued				
		I-6380164811	614-45250-42600	SUPPLIES & MA MAT CLEANING	200588	33.57
01-08594	MAKE IT MINE DESIGNS					
		I-33393	614-45250-42650	UNIFORMS LOGOING FEES	200678	10.00
01-08892	ERIC HIEB					
		I-01302024	614-45250-42200	GOLF PRO CONT BASE CONTRACT 02-2024	200650	4,892.06
		I-013024	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 02-23	200650	140.46
01-09703	AMAZON CAPITAL SERVICES					
		I-1K76-NC4D-XJ7G	614-45250-42600	SUPPLIES & MA DOLLY,DESK CALENDARS	200585	52.29
		I-1T1N-3J6L-YCCL	614-45250-42600	SUPPLIES & MA WALL MOUNT TOWEL HOLDER	200585	52.99
		I-1X4P-GT3Y-7MLN	614-45250-42600	SUPPLIES & MA ROOFTOP STROBE LIGHTS,BAY LIGH	200585	139.41
					TOTAL:	53,171.34

FUND 614 GOLF COURSE					TOTAL:	53,171.34

PACKET : 06754 06755 06756 06757

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
=====						
01-03100	CENTURY LINK					
		I-605 995-8457.01.24	619-45220-42800	UTILITIES ACCT #605 995-8457	200607	13.66
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	13.66

				FUND 619 CAMPGROUND	TOTAL:	13.66

PACKET : 06754 06755 06756 06757

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-7783-2.12.23	621-369	REFUNDS & REI COLLECTION FEES	200577	36.61
01-03050	CREDIT COLLECTIONS BURE					
		I-4554.11.23	621-369	REFUNDS & REI COLLECTION FEE	200619	9.52
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						46.13

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO					
		I-0001348227	621-44600-42600	SUPPLIES OXGEN COMPRESSED	200576	376.51
01-00565	SDML WORKERS' COMPENSAT					
		I-22895	621-44600-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	30,252.00
		I-22895	621-44600-42100	INSURANCE 2024 WORK COMP RENEWAL	200738	237.00
01-01518	VERIZON WIRELESS					
		I-9953553222	621-44600-42800	UTILITIES ACCT #786752327-00001	200764	80.02
		I-9953553223	621-44600-42800	UTILITIES ACCT #786752327-00002	200764	100.02
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30136	621-44600-42100	INSURANCE INSURANCE COVERAGE	200736	1,114.95
		I-30136	621-44600-42100	INSURANCE INSURANCE COVERAGE	200736	6,754.00
		I-30136	621-44600-42100	INSURANCE INSURANCE COVERAGE	200736	398.61
01-02700	HENRY SCHEIN INC					
		I-68233182	621-44600-42600	SUPPLIES MASKS,GLOVES,CATHERER	200649	765.64
01-08340	LEWIS FAMILY DRUG LLC					
		I-224829	621-44600-42600	SUPPLIES GLUCOCARD	200674	19.98
01-09962	QUICK MED CLAIMS					
		I-INV32150	621-44600-42250	CONTRACT-QMC SEPT 2023 MONTHLY FEE	200723	6,981.55
		I-INV33827	621-44600-42250	CONTRACT-QMC DEC 2023 MONTHLY CHARGES	200723	5,257.14
01-10414	MIDWAY SERVICE dba VOLL					
		I-62447	621-44600-42610	GAS & OIL DIESEL	200688	429.25
		I-62447	621-44600-42610	GAS & OIL DIESEL	200688	397.00
DEPARTMENT 4600 EMS					TOTAL:	53,163.67
FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL: 53,209.80

PACKET : 06754 06755 06756 06757

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00881	HANSON SCHOOL DISTRICT					
		I-01242024	700-45300-42904	CORN PALACE G BOYS HANSON CLASSIC	200643	10,044.82
01-01388	PUETZ DESIGN BUILD					
		I-08182023	700-45300-42900	BID DEPOSITS HYDRANT DEPOSIT RETURNED	200721	2,000.00
01-02642	SPENCER QUARRIES INC					
		I-01292024	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	200742	1,500.00
01-02987	DWU BASEBALL ASSN					
		I-01262024	700-45300-42904	CORN PALACE G SCORE TABLE WORK-OYATE BB TRNY	200630	2,400.00
01-03008	PAT DOCKENDORF					
		I-01222024	700-45300-42904	CORN PALACE G HANSON CLASSIC THDR	200629	120.00
01-03256	MT VERNON SCHOOL DISTRI					
		I-01222024	700-45300-42904	CORN PALACE G BASKETBALL THDR 01.19.24	200695	3,241.85
01-07972	AFFORDABLE GEOTHERMAL					
		I-01232024	700-45300-42900	BID DEPOSITS REFUND HYDRANT METER DEPOSIT	200581	2,000.00
01-08123	LORI SCHMIDT					
		I-01222024	700-45300-42904	CORN PALACE G SCORE CLOCK GIRLS HANSON CLASC	200731	120.00
01-09680	STEVE STANFORTH					
		I-01222024	700-45300-42904	CORN PALACE G STAT BOOK WORK GIRLS HANSON	200743	120.00
01-10586	NEXTGEN AG					
		I-01252024	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	200702	2,000.00
DEPARTMENT 5300 AGENCY FUNDS					TOTAL:	23,546.67
FUND 700 AGENCY FUNDS					TOTAL:	23,546.67

PACKET : 06754 06755 06756 06757
VENDOR SET: Mult
FUND : 724 STREET CONSTRUCTION
DEPARTMENT: 5000 STREET CONST
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2022-23 P.E. #15	724-45000-42900	PROJECT CONST 2022-23 P.E. #15	200732	3,675.00
				DEPARTMENT 5000 STREET CONST	TOTAL:	3,675.00

				FUND 724 STREET CONSTRUCTION	TOTAL:	3,675.00
					REPORT GRAND TOTAL:	1,772,937.26

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2024-2025	101-3699	REFUNDS AND REI*NON-EXPENS	63.18	83,000-	81,759.59-			
	101-41110-42600	SUPPLIES & MATERIALS	14.75	725	440.36			
	101-41210-43300	VETERAN'S PARK	5,364.31	0	5,364.31-	Y		
	101-41420-42600	SUPPLIES & MATERIALS	366.38	3,000	2,633.62			
	101-41420-42620	CHECKS, RCPTS, FORMS	305.59	2,080	1,774.41			
	101-41440-42230	EMPLOYEE ASSISTANCE & TRAI	2,385.45	10,000	7,614.55			
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,319.93	35,115	33,795.07			
	101-41440-42232	EMPLOYEE RECOGNITION	166.00	17,450	17,284.00			
	101-41440-42300	PUBLISHING	400.00	7,600	7,200.00			
	101-41440-42600	SUPPLIES & MATERIALS	51.56	1,500	1,448.44			
	101-41460-42110	LIABILITY, PROPERTY INS &	175,917.49	202,000	26,082.51			
	101-41460-42120	WORKMEN'S COMPENSATION	42,036.00	90,000	47,964.00			
	101-41920-42100	INSURANCE-STORAGE BLDG	1,083.96	1,000	83.96-	Y		
	101-41920-42510	BLDG REPAIR-JVCC	3,200.00	0	3,200.00-	Y		
	101-41920-42620	SUPPLIES-CITY HALL	110.44	2,000	1,889.56			
	101-41935-42600	SUPPLIES	30.98	3,000	2,969.02			
	101-41935-42615	POSTAGE	339.77	7,000	6,660.23			
	101-41935-42640	COPY MACHINE SUPPLIES	261.72	2,600	2,338.28			
	101-41935-42645	COMPUTER HARDWARE	459.95-	49,680	50,139.95			
	101-41935-42920	COMPUTER SOFTWARE	10,756.46	121,015	50,093.19			
	101-42110-42200	PROFESSIONAL SERVICES	162.65	23,000	18,230.03			
	101-42110-42500	REPAIR & MAINTENANCE	120.67	13,700	13,579.33			
	101-42110-42600	SUPPLIES	214.38	35,055	34,664.08			
	101-42110-42640	UNIFORM ALLOWANCE	168.49	7,000	6,831.51			
	101-42110-42670	SERVICE DOG SUPPLY	47.40	2,030	1,982.60			
	101-42110-42693	COMPUTER SOFTWARE	46,193.04	103,835	45,748.56			
	101-42110-42700	TRAVEL, CONF & DUES	190.00	10,000	9,415.00			
	101-42110-42800	TELEPHONE	1,131.42	16,000	14,846.63			
	101-42110-42810	UTILITIES	162.87	7,150	6,987.13			
	101-42110-42940	EMERGENCY RESPONSE UNIT	646.00	1,500	854.00			
	101-42110-43400	MACHINERY AND EQUIPMENT	550.00	159,000	158,450.00			
	101-42130-42500	REPAIRS	424.95	3,000	2,273.78			
	101-42130-42520	EMERGENCY SIREN UTILITIES	169.32	2,700	2,530.68			
	101-42130-42535	LIGHT MAINTENANCE	322.01	22,500	22,177.99			
	101-42130-42545	PAINT	305.96	17,000	16,694.04			
	101-42130-42600	SUPPLIES	130.44	3,300	3,169.56			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	1,642.36	38,000	36,357.64			
	101-42130-42835	UTILITIES-STREET LIGHTS	1,700.99	248,000	246,299.01			
	101-42130-42840	BUILDING UTILITIES	500.27	5,000	4,499.73			
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	7,535.00	575,000	567,465.00			
	101-42130-43405	FORKLIFT	13,500.00	17,000	3,500.00			
	101-42130-43465	PAINT STRIPER UPGRADE	8,450.00	9,000	550.00			
	101-42200-42500	REPAIR & MAINTENANCE	43.98	11,050	11,006.02			
	101-42200-42600	SUPPLIES	3,684.20	15,650	11,957.31			
	101-42200-42610	GAS & OIL	467.76	7,800	7,332.24			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	101-42200-42640	UNIFORMS	228.98	6,200	5,971.02			
	101-42200-42641	PROTECTIVE CLOTHING	317.00	28,025	27,708.00			
	101-42200-42693	COMPUTER SOFTWARE	1,000.00	4,825	3,825.00			
	101-42200-42700	TRAVEL, CONF & DUES	108.00	14,225	13,932.00			
	101-42200-42800	TELEPHONE	204.90	2,800	2,592.40			
	101-42200-42810	UTILITIES	4,627.19	46,000	41,372.81			
	101-43100-42600	SUPPLIES	23,458.26	140,000	115,802.20			
	101-43100-42610	GAS	10,143.61	105,000	94,856.39			
	101-43100-42640	RUBBER CRACK SEALER	33,809.05	38,500	4,690.95			
	101-43100-42800	UTILITIES	1,121.82	15,000	13,800.44			
	101-43110-42500	REPAIRS	12.49	700	687.51			
	101-43110-42600	SUPPLIES	346.76	4,000	3,465.43			
	101-43110-42650	UNIFORMS	6.79	1,000	993.21			
	101-43110-42700	TRAVEL CONF DUES	28.00	5,000	4,928.00			
	101-43110-42750	PLANNING COMMISSION EXPENS	23.97	1,000	936.08			
	101-43110-42916	NUISANCE ABATEMENT	520.00	15,000	14,474.69			
	101-43120-42200	PROF SERVICES-DESIGN	39,549.66	5,000	34,549.66-	Y		
	101-43120-43313	SPRUCE ST RR CROSSING	11,788.62	0	11,788.62-	Y		
	101-43120-43325	NORWAY/ROWLEY SIDEWALK	902.42	0	902.42-	Y		
	101-43150-42800	UTILITIES	35.34	300	264.66			
	101-43700-42500	REPAIR & MAINTENANCE	89.79	2,500	2,410.21			
	101-43700-42600	SUPPLIES & MATERIALS	1,163.37	16,000	14,793.59			
	101-43700-42610	GAS & FUEL	415.84	8,000	7,584.16			
	101-43700-42650	UNIFORMS	147.37	500	296.63			
	101-43700-42800	UTILITIES	223.87	5,000	4,776.13			
	101-44120-42800	UTILITIES-POUND	251.98	3,400	3,148.02			
	101-44120-42900	IMPOUNDING DOGS	350.00	14,700	14,000.00			
	101-45500-42500	REPAIR & MAINTENANCE	187.37	1,500	1,312.63			
	101-45500-42600	SUPPLIES & MATERIALS	539.89	11,000	10,460.11			
	101-45500-42691	DATABASE SYS UPDATE	350.00	1,650	1,300.00			
	101-45500-42693	E-BOOKS/AUDIO BOOKS	3,000.00	21,650	18,650.00			
	101-45500-42800	UTILITIES	3,175.17	42,500	39,250.42			
	101-45500-43400	FURNITURE & EQUIPMENT	789.94	0	789.94-	Y		
	101-45500-43420	BOOKS	4,530.33	47,000	42,469.67			
	101-45500-43421	AUDIO-VISUAL	203.46	4,000	3,796.54			
	201-45110-42605	SUPPLIES & MAT-AQUATICS	840.00	5,500	3,717.94			
	201-45110-42693	COMPUTER SOFTWARE	3,472.87	3,500	27.13			
	201-45110-42695	COMP SOFTWARE-AQUATICS	3,472.88	3,500	27.12			
	201-45140-42300	PUBLISHING	5,069.00	45,660	40,591.00			
	201-45140-42500	REPAIR & MAINTENANCE	523.38	32,872	32,348.62			
	201-45140-42600	SUPPLIES & MATERIALS	2,390.47	28,750	26,359.53			
	201-45140-42601	CONCESSION SUPPLIES	2,120.25	12,000	9,879.75			
	201-45140-42650	UNIFORMS	230.90	1,250	1,019.10			
	201-45140-42800	UTILITIES	7,406.78	174,300	163,991.54			
	201-45140-42920	SOFTWARE	3,472.88	6,200	2,727.12			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	5,320.00	98,000	92,680.00		
	201-45160-42500	REPAIR & MAINTENANCE	2,341.03	52,000	49,658.97		
	201-45160-42600	SUPPLIES & MATERIALS	105.80	40,650	40,544.20		
	201-45160-42610	GAS & FUEL	762.55	13,500	12,737.45		
	201-45160-42800	UTILITIES	11,786.75	150,220	138,433.25		
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	24,110.00	150,000	125,890.00		
	201-45210-42500	REPAIR & MAINTENANCE	3,830.31	38,000	34,169.69		
	201-45210-42600	SUPPLIES & MATERIALS	1,783.60	64,600	62,816.40		
	201-45210-42610	GAS & FUEL	71.07	33,000	32,928.93		
	201-45210-42650	UNIFORMS	313.96	2,100	1,786.04		
	201-45210-42800	UTILITIES	380.17	60,000	58,789.44		
	201-45220-42100	INSURANCE	113,888.42	103,628	10,260.42-	Y	
	202-45650-42100	INSURANCE	47,851.27	43,200	4,651.27-	Y	
	202-45650-42500	REPAIRS & MAINTENANCE	1,348.61	72,530	71,181.39		
	202-45650-42502	CONTRACT SERVICES	4,200.00	54,020	49,820.00		
	202-45650-42600	SUPPLIES & MATERIALS	2,890.95	49,900	46,981.11		
	202-45650-42610	COST OF GOODS SOLD	33,587.86	182,000	147,078.14		
	202-45650-42660	SHIPPING/POSTAGE	67.94	3,000	2,925.07		
	202-45650-42666	MINOR EQUIPMENT	11.50	8,200	8,188.50		
	203-45220-42200	PROFESSIONAL SERVICES	30.00	0	30.00-	Y	
	209-46530-42920	SPORTS AUTHORITY PROMO	21,750.00	0	21,750.00-	Y	
	214-43500-42100	INSURANCE	3,265.36	3,500	234.64		
	214-43500-42200	PROFESSIONAL SERVICES	3.93	3,700	3,696.07		
	214-43500-42600	SUPPLIES & MATERIALS	205.74	920	714.26		
	214-43500-42700	DUES, TRAINING	147.00	4,447	121.00		
	214-43500-42800	UTILITIES - TELEPHONE	45.42	3,154	2,979.02		
	218-45140-42120	INSURANCE	22.00	0	22.00-	Y	
	218-45150-42100	VEHICLE INSURANCE	14,005.58	14,000	5.58-	Y	
	218-45150-42110	INSURANCE	16,989.16	17,000	10.84		
	218-45150-42231	DRUG TESTING/PHYSICALS	33.00	600	567.00		
	218-45150-42500	REPAIR AND MAINTENANCE	72.17	8,500	8,427.83		
	218-45150-42600	SUPPLIES & MATERIALS	615.62	11,400	10,784.38		
	218-45150-42610	GAS OIL TIRES	1,061.01	81,000	79,938.99		
	218-45150-42700	TRAVEL, CONFERENCE, TRAINI	158.10	300	141.90		
	218-45150-42710	TRAVEL, CONF, TRAINING-RTA	417.64	4,160	4,180.00		
	218-45150-42800	UTILITIES	908.06	1,553	643.44		
	218-45180-42120	INSURANCE	74.00	125	51.00		
	218-45180-42600	SUPPLIES & MATERIALS	143.68	3,000	2,433.14		
	218-45180-42900	FUNDRAISING	250.00	4,750	4,363.26		
	219-45140-42100	INSURANCE	237.00	240	3.00		
	219-45140-42110	VEHICLE INSURANCE	1,153.66	1,600	446.34		
	219-45140-42600	SUPPLIES & MATERIALS	111.31	1,600	1,488.69		
	219-45140-42911	CONTRACT SERVICES-MEALS	4,304.40	188,431	182,345.00		
	230-43500-42100	INSURANCE	13,382.54	14,300	917.46		
	230-43500-42600	SUPPLIES & MATERIALS	81.95	8,500	8,349.08		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	230-43500-43205	HANGAR	5,000.00	0	5,000.00-	Y	
	230-43500-43320	AIP-RECONSTRUCT RUNWAY	18,598.15	0	18,598.15-	Y	
	602-43330-42100	INSURANCE	32,821.75	33,000	178.25		
	602-43330-42600	SUPPLIES & MATERIALS	1,358.73	17,500	16,141.27		
	602-43330-42610	GAS & FUEL	66.47	3,000	2,933.53		
	602-43330-42650	UNIFORMS	225.00	0	225.00-	Y	
	602-43330-42800	UTILITIES	38.08	180,000	179,961.90		
	602-43340-42200	LOCATES	332.50	2,000	1,667.50		
	602-43340-42225	PROFESSIONAL SERVICES	770.62	100,000	99,229.38		
	602-43340-42600	SUPPLIES & MATERIALS	8,415.80	125,300	116,862.44		
	602-43340-42650	UNIFORMS	104.97	1,250	1,145.03		
	602-43340-42660	POSTAGE	870.66	10,000	9,129.34		
	602-43340-42800	UTILITIES	286.51	11,000	10,713.01		
	602-43340-42910	BILLING OFFICE	538.71	10,700	10,161.29		
	602-43340-43311	VALVE REPLACEMENT-CONTRACT	46,287.58	30,000	16,287.58-	Y	
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	1,440.00	0	1,440.00-	Y	
	602-43340-43348	WATER MAIN-ROWLEY	1,504.07	0	1,504.07-	Y	
	602-43340-43355	ABOVE GROUND STORAGE	356,458.64	0	357,958.64-	Y	
	602-43340-43358	PAINT WEST WTR TOWER	450.00	0	450.00-	Y	
	602-43340-43414	PLOW ATTACHMENT	9,946.00	0	9,946.00-	Y	
	604-43200-42100	INSURANCE	64,151.24	56,700	7,451.24-	Y	
	604-43200-42500	REPAIRS	25.00	16,500	16,475.00		
	604-43200-42600	SUPPLIES	2,368.90	21,650	19,254.32		
	604-43200-42610	GAS & FUEL	173.51	10,000	9,826.49		
	604-43200-42650	UNIFORMS	437.87	1,750	1,181.13		
	604-43200-42660	POSTAGE	872.63	9,000	8,127.37		
	604-43200-42800	UTILITIES	10,580.00	215,000	204,420.00		
	604-43200-43300	NORTH PLANT IMPROVEMENTS	36,871.10	0	36,871.10-	Y	
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	39,020.76	0	39,020.76-	Y	
	604-43250-42200	PROFESSIONAL SERVICES	1,870.63	150,000	148,129.37		
	604-43250-42500	REPAIRS	155.00	22,000	21,845.00		
	604-43250-42600	SUPPLIES	420.19	50,000	49,548.14		
	604-43250-42610	GAS	11.61	6,000	5,988.39		
	604-43250-42800	UTILITIES	964.97	51,000	50,035.02		
	604-43250-42910	BILLING OFFICE	538.70	8,000	7,461.30		
	604-43250-43317	CIPP	76,900.00	200,000	123,100.00		
	604-43250-43348	HIGHWAY 37 UTILITIES	600.00	0	600.00-	Y	
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	7,810.62	0	7,810.62-	Y	
	612-43220-42200	CONTRACT-MILLENNIUM	1,307.95	35,000	33,692.05		
	612-43220-42500	REPAIR & MAINTENANCE	175.00	5,000	4,825.00		
	612-43220-42600	SUPPLIES	5,243.36	19,000	13,756.64		
	612-43220-42800	UTILITIES	422.57	5,000	4,502.43		
	612-43230-42100	INSURANCE	34,848.01	34,000	848.01-	Y	
	612-43230-42500	REPAIRS	240.00	11,000	10,760.00		
	612-43230-42600	SUPPLIES	433.53	40,000	38,970.41		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	612-43230-42610	GAS & OIL	4,034.82	50,000	45,965.18		
	612-43230-42660	POSTAGE	869.99	8,000	7,130.01		
	612-43230-42800	UTILITIES	44.14	600	555.86		
	612-43230-42910	BILLING OFFICE	538.69	8,000	7,461.31		
	612-43240-42205	MONITOR GROUND WATER-OLD L	4,545.00	20,000	15,455.00		
	612-43240-42500	REPAIR AND MAINTENANCE	1,437.44	32,000	29,697.56		
	612-43240-42550	LAB FEES	9,766.00	23,000	13,234.00		
	612-43240-42600	SUPPLIES	294.24	55,000	54,098.70		
	612-43240-42610	GAS & OIL	6,110.90	110,000	103,889.10		
	612-43240-42800	UTILITIES	773.23	12,000	11,151.77		
	614-45250-42100	INSURANCE	11,436.40	11,000	436.40-	Y	
	614-45250-42200	GOLF PRO CONTRACT	5,032.52	66,525	56,573.43		
	614-45250-42600	SUPPLIES & MATERIALS	705.56	25,400	24,694.44		
	614-45250-42610	GAS & FUEL	273.11	15,000	14,726.89		
	614-45250-42650	UNIFORMS	125.97	500	374.03		
	614-45250-42800	UTILITIES	597.78	20,000	19,402.22		
	614-45250-43400	MACHINERY & EQUIPMENT	35,000.00	41,000	6,000.00		
	619-45220-42800	UTILITIES	13.66	19,750	19,663.39		
	621-369	REFUNDS & REIMB*NON-EXPENS	46.13	0	46.13-		
	621-44600-42100	INSURANCE	38,756.56	42,600	3,843.44		
	621-44600-42250	CONTRACT-QMC	12,238.69	54,000	41,761.31		
	621-44600-42600	SUPPLIES	1,162.13	23,500	22,337.87		
	621-44600-42610	GAS & OIL	826.25	13,000	12,173.75		
	621-44600-42800	UTILITIES	180.04	3,425	3,244.96		
	700-45300-42900	BID DEPOSITS	7,500.00	0	7,500.00-	Y	
	700-45300-42904	CORN PALACE GAMES	16,046.67	0	44,385.92-	Y	
	724-45000-42900	PROJECT CONSTRUCTION	3,675.00	0	3,675.00-	Y	
**	2024-2025 YEAR TOTALS	**	1,772,937.26				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	63.18
101-1110	CITY COUNCIL	14.75
101-1210	MAYOR'S OFFICE	5,364.31
101-1420	FINANCE	671.97
101-1440	HUMAN RESOURCES	4,322.94
101-1460	INSURANCE & BONDS	217,953.49
101-1920	MUNICIPAL BUILDINGS	4,394.40
101-1935	INFORMATION TECHNOLOGY	10,928.98

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-2110	POLICE DEPARTMENT	49,586.92
101-2130	TRAFFIC DEPARTMENT	34,681.30
101-2200	FIRE DEPARTMENT	10,682.01
101-3100	STREET DEPARTMENT	68,532.74
101-3110	PUBLIC WORKS ADMIN	938.01
101-3120	STREET & SIDEWALK CONST	52,240.70
101-3150	STORM DRAINAGE	35.34
101-3700	CEMETERY	2,040.24
101-4120	ANIMAL CONTROL	601.98
101-5500	LIBRARY	12,776.16

101 TOTAL	GENERAL	475,829.42
201-5110	RECREATION & AQUATICS	7,785.75
201-5140	RECREATION CENTER	26,533.66
201-5160	SPORTS COMPLEXES	39,106.13
201-5210	PARKS	6,379.11
201-5220	SUPERVISION	113,888.42

201 TOTAL	PARK FUND	193,693.07
202-5650	CORN PALACE	89,958.13

202 TOTAL	CORN PALACE FUND	89,958.13
203-5220	LAKE	30.00

203 TOTAL	LAKE MITCHELL	30.00
209-6530	** INVALID DEPT **	21,750.00

209 TOTAL	BUSINESS IMPROV DIST #4	21,750.00
214-3500	E-911	3,667.45

214 TOTAL	E-911 EMERGENCY	3,667.45

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
218-5140	MVP	22.00
218-5150	PALACE TRANSIT	34,260.34
218-5180	JVCC	467.68

218 TOTAL	COMMUNITY SERVICES	34,750.02
219-5140	NUTRITION	5,806.37

219 TOTAL	NUTRITION	5,806.37
230-3500	AIRPORT	37,062.64

230 TOTAL	AIRPORT	37,062.64
602-3330	WATER TREATMENT PLANT	34,510.03
602-3340	WATER DISTRIBUTION	427,406.06

602 TOTAL	WATER	461,916.09
604-3200	WASTE WATER TREATMENT	154,501.01
604-3250	WASTE WATER COLLECTION	89,271.72

604 TOTAL	SEWER	243,772.73
612-3220	RECYCLING PROGRAM	7,148.88
612-3230	WASTE COLLECTION	41,009.18
612-3240	LANDFILL	22,926.81

612 TOTAL	SANITATION	71,084.87
614-5250	GOLF COURSE	53,171.34

614 TOTAL	GOLF COURSE	53,171.34
619-5220	CAMPGROUND	13.66

619 TOTAL	CAMPGROUND	13.66

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
621	NON-DEPARTMENTAL	46.13
621-4600	EMS	53,163.67

621 TOTAL	EMERGENCY MEDICAL SERVICE	53,209.80
700-5300	AGENCY FUNDS	23,546.67

700 TOTAL	AGENCY FUNDS	23,546.67
724-5000	STREET CONST	3,675.00

724 TOTAL	STREET CONSTRUCTION	3,675.00

** TOTAL **		1,772,937.26

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	CDLDUE CDL/Dues	33.00
	GAUT Garage Utilities	908.06
	MAINT Maintenance/Repairs	72.17
	OFFSUP Office Supplies	615.62
	RTAP RTAP	437.64
	TRA Travel/Training	158.10
	** PROJECT E01 TOTAL **	2,224.59
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	164.81
	42600 SUPPLIES/MAINTENANCE	43.95
	42610 GAS-FUEL	553.87
	** PROJECT H01 TOTAL **	762.63
H05 SOFTBALL	42500 REPAIR/MAINTENANCE	197.80
	** PROJECT H05 TOTAL **	197.80
H06 ARENA-NORTH RINK	42500 REPAIR-MAINTENANCE	1,237.13
	42600 SUPPLIES-MATERIALS	61.19
	42800 UTILITIES	10,055.42
	** PROJECT H06 TOTAL **	11,353.74

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H13 ARENA-SOUTH RINK	42500	REPAIR-MAINTENANCE	741.29
	42800	UTILITIES	1,731.33
	43300	CAPITAL IMPROVEMENTS	23,510.00
		** PROJECT H13 TOTAL **	25,982.62
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	3,830.31
	42600	SUPPLIES/MATERIALS	515.99
	42610	GAS/FUEL	71.07
		** PROJECT H50 TOTAL **	4,417.37
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	1,267.61
		** PROJECT H51 TOTAL **	1,267.61
H55 DRY RUN CREEK PARK	42800	UTILITIES	122.71
		** PROJECT H55 TOTAL **	122.71
H60 NORTHRIDGE PARK	42800	UTILITIES	14.45
		** PROJECT H60 TOTAL **	14.45
H65 AMPHITHEATER	42800	UTILITIES	53.18
		** PROJECT H65 TOTAL **	53.18
H77 SPORTSMANS CLUB	42800	UTILITIES	26.20
		** PROJECT H77 TOTAL **	26.20
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	10.19
		** PROJECT H79 TOTAL **	10.19
H87 PATTON YOUNG	42800	UTILITIES	153.44
		** PROJECT H87 TOTAL **	153.44
J02 INDOOR AQUATIC CTR	ELE/GAS	UTILITIES-ELECTRIC/GAS	4,245.51
		** PROJECT J02 TOTAL **	4,245.51
J03 REC CTR-WELLNESS/FITNESS	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	563.04
		** PROJECT J03 TOTAL **	563.04
J05 REC CTR CONCESSIONS	CONC SUP	CONCESSION SUPPLY	2,120.25
		** PROJECT J05 TOTAL **	2,120.25

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J06 REC CTR-GENERAL BLDG	RM-BLDG REPAIR/MAINT-BUILDING	122.49
	RM-GENER REPAIR/MAINT-GENERAL	11.58
	RM-HVAC REPAIR/MAINT-HVAC	389.31
	SM-BLDG SUPPLIES/MATERIAL-BLDG	134.95
	SM-ELEC SUPPLIES/MATERIAL-ELECTRICAL	20.48
	SM-GENER SUPPLIES/MATERIAL-GENERAL	399.18
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	376.30
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	878.10
	SM-PROGR SUPPLIES/MATERIAL-PROGRAMS	18.42
	** PROJECT J06 TOTAL **	2,350.81
J08 REC CTR PUBLISHING	KORN PUBLISHING-KORN	5,000.00
	SM PRINT PUBLISHING-S&M PRINTING	69.00
	** PROJECT J08 TOTAL **	5,069.00
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	3,161.27
	** PROJECT J09 TOTAL **	3,161.27
J10 REC CTR UNIFORMS	JOE UNIFORMS-JOE	114.94
	KEVIN UNIFORMS-KEVIN	115.96
	** PROJECT J10 TOTAL **	230.90
J11 REC CTR SOFTWARE	COMP SFT CIVIC REC	3,472.88
	** PROJECT J11 TOTAL **	3,472.88
J50 OUTDOOR AQUATIC CENTER	SM-LIFEG SUPPLIES/MATERIAL-LIFEGRD SUPP	840.00
	** PROJECT J50 TOTAL **	840.00
J56 OUTDOOR AQUATIC SOFTWARE	COMP SFT CIVIC REC	3,472.88
	** PROJECT J56 TOTAL **	3,472.88
J57 P&A SOFTWARE	COMP SFT CIVIC REC	3,472.87
	** PROJECT J57 TOTAL **	3,472.87

1 ERROR

** 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:	February 5, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Levi Fisher-Variance Permit		
Explanation/Background of Agenda Item Requested:	Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 601 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District. Planning Commission motioned to recommend approval; 5 aye, 0 nay and 2 absent. Motion carried. See Planning Commission Unsigned Minutes 1-22-24.		



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

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

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

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

☐ **Rezoning** *\$250 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** *\$150 application fee due with application.*

- Description of Variance: Side yard corner lot setback of 18' vs 20'
- Description of Hardship: Applicant would like to build an 8' x 18' addition onto the existing house.

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

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

☐ **Plat Application** *\$100 application fee due with application*

This Application is for the following described real property:

Legal Description: All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 601 S Edmunds St

Dated this 27th of December, 2023

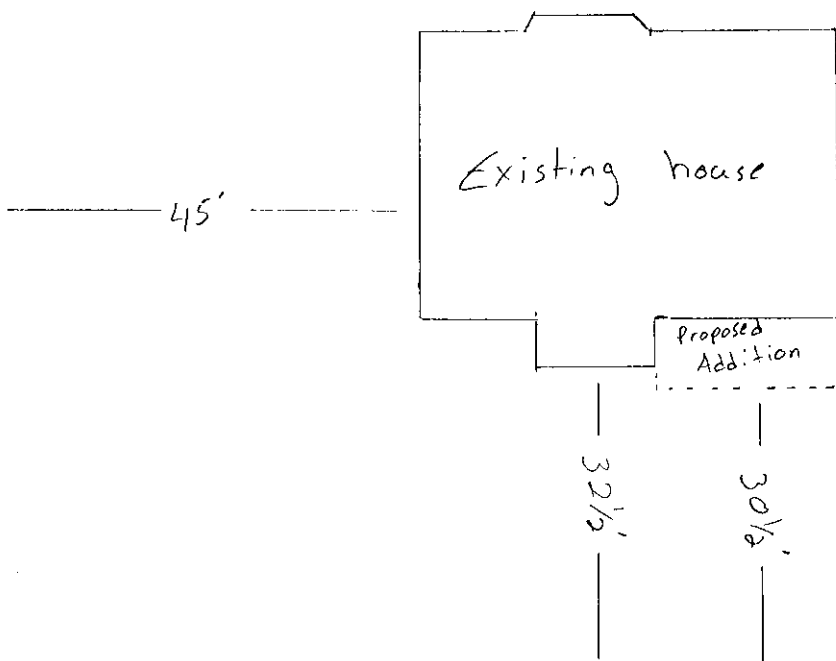
Levi Fisher-Prospective Home Buyer
APPLICANT

Current Abul Shaifulla
OWNER





S. Edwards St



W. Douglas Ave

NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 601 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, January 22, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, February 5, 2024 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 4th day of January, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 10th day of January 2024

Approximate Cost:

Levi Fisher
504 N Rowley St
Mitchell, SD 57301

Abul Shaifulla
PO Box 203
Vermillion, SD 7069

Clarke Companies LLC
47035 250th St
Baltic, SD 57003

Jon & Karen Gedstad
518 S Wisconsin St
Mitchell, SD 57301

Robert Nelson
522 S Wisconsin St
Mitchell, SD 57301

Rosemary Maine
600 S Wisconsin St
Mitchell, SD 57301

Allan Wibben
Jackie Bollock-Wibben
604 S Wisconsin St
Mitchell, SD 57301

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

Jennifer & Bjorn Krause
612 S Wisconsin St
Mitchell, SD 57301

Stacy Johnson
515 W Edmunds St
Mitchell, SD 57301

R & M Rentals LLC
723 E 7th Ave
Mitchell, SD 57301

Seth Soesbe
521 W Edmunds St
Mitchell, SD 57301

Susan Vanderheiden
605 S Edmunds St
Mitchell, SD 57301

Gary & Margaret Schlaffman
2240 E Spruce St
Mitchell, SD 57301

David Boos
821 E 4th Ave
Mitchell, SD 57301

Grace Baptist Church of Mitchell
Greg Patton Properties LLC
817 N Sanborn Blvd
Mitchell, SD 57301

Grace Baptist Church of Mitchell
PO Box 67
Mitchell, SD 57301

Robert Titze
610 S Edmunds St
Mitchell, SD 57301

January 10, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 604 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, January 22, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, February 5, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Destiny Rohrer
OWNER

514 S Edmunds
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

January 10, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 604 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, January 22, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, February 5, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We

Dell Bohrer
OWNER

516 ~~S Edmunds~~ 608 S Wisconsin

ADDRESS

+

APPROVE

DISAPPROVE

COMMENTS:

January 10, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 604 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, January 22, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, February 5, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Stacy Johnson
OWNER

515 South Edmunds Street.
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS: None.



January 10, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Levi Fisher (prospective home buyer) has applied for a Variance Permit for a side yard corner lot setback of 18' vs 20' to build an 8' x 18' addition onto the house; located at 604 S Edmunds St, legally described as All of Lot 1 and the North 9' of Lot 2, Block 8, Van Eps 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, January 22, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, February 5, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We

Levi Fisher

OWNER

504 N Rowley St Mitchell SD 57301

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	February 5, 2024	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 2-20-24		
Explanation/Background of Agenda Item Requested:	Kayla Fluth has applied for a Variance Permit for a side yard setback of 1' vs 3' to tear down existing garage and build a new 20' x 24' garage; located at 802 W 2nd Ave, legally described as Lot 15, Block 92, Lawler's 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.		



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

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

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

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

☐ **Rezoning** \$250 application fee due with the application.

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

☒ **Variance** \$150 application fee due with application.

- Description of Variance: 1' vs 3' for side yard setback
- Description of Hardship: Tearing down existing garage and replacing with 20' wide by 24' deep to reuse existing pad and driveway and existing garage is old and needs to be torn down, vehicles do not fit in existing.

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

- Description of Conditional Use: _____

☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

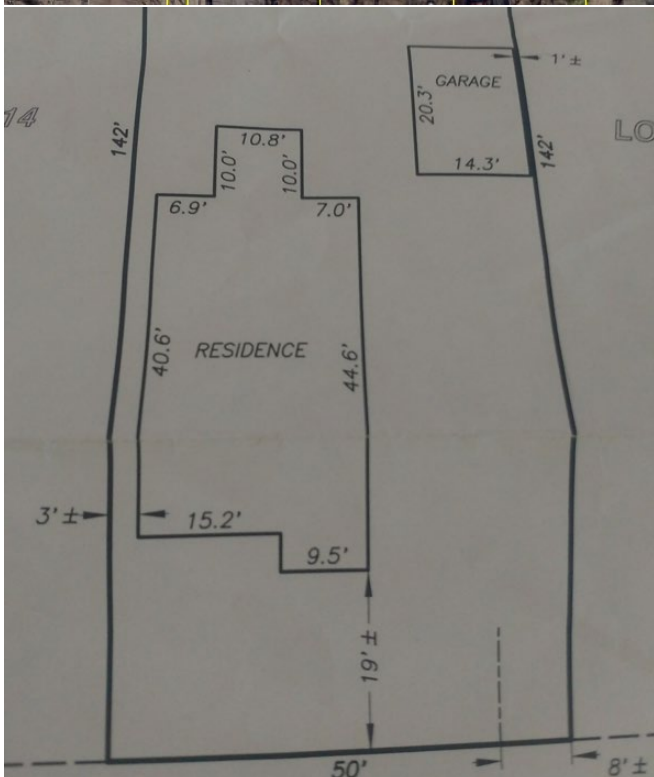
Legal Description: Lot 15, Block 92, Lawler's 2nd Addition, City of Mitchell, Davison County, South Dakota

Property Address: 802 W 2nd Ave, Mitchell, SD 57301

Dated this 11th of January, 2024

Kayla Fluth
APPLICANT

Kayla Fluth
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: **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:

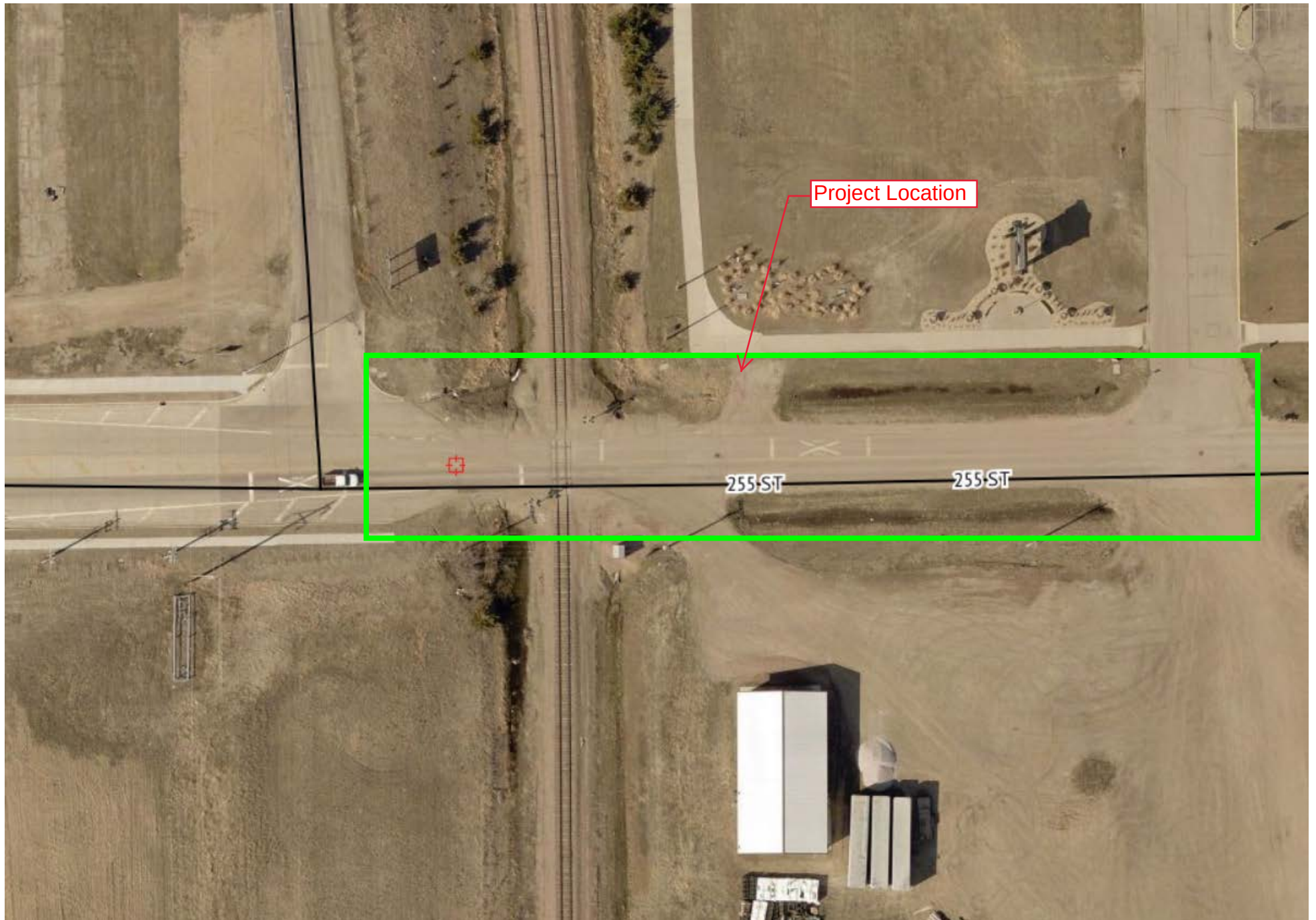
**Engineer's Estimate
2107122
East Spruce Reconstruction
Grading, Storm Sewer, Concrete, Curb & Gutter, Sidewalk & ADA Ramps**

				Engineer's Estimate		BX Civil & Construction Inc.		Rexwinkel Concrete, Inc.	
ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GRADING									
1	MOBILIZATION	LS	1.0	\$ 110,000.00	\$ 110,000.00	\$ 101,500.00	\$ 101,500.00	\$ 72,000.00	\$ 72,000.00
2	CLEARING	LS	1.0	\$ 5,500.00	\$ 5,500.00	\$ 3,610.00	\$ 3,610.00	\$ 4,200.00	\$ 4,200.00
3	UNCLASSIFIED EXCAVATION	CUYD	1315.0	\$ 15.00	\$ 19,725.00	\$ 14.50	\$ 19,067.50	\$ 16.80	\$ 22,092.00
4	BORROW UNCLASSIFIED EXCAVATION	CUYD	2576.3	\$ 13.00	\$ 33,491.90	\$ 21.50	\$ 55,390.45	\$ 25.20	\$ 64,922.76
6	REMOVE SIGN FOR RESET	EACH	4.0	\$ 385.00	\$ 1,540.00	\$ 113.00	\$ 452.00	\$ 132.00	\$ 528.00
7	REMOVE CONCRETE CURB & GUTTER	FT	62.0	\$ 9.00	\$ 558.00	\$ 10.50	\$ 651.00	\$ 12.00	\$ 744.00
8	REMOVE CONCRETE SIDEWALK	SQFT	723.0	\$ 2.00	\$ 1,446.00	\$ 10.50	\$ 7,591.50	\$ 12.00	\$ 8,676.00
9	SAW EXISTING ASPHALT PAVEMENT	FT	82.0	\$ 7.00	\$ 574.00	\$ 8.00	\$ 656.00	\$ 9.60	\$ 787.20
10	ORDINARY ROADWAY SHAPING	SQYD	4619.6	\$ 5.00	\$ 23,098.00	\$ 2.10	\$ 9,701.16	\$ 2.40	\$ 11,087.04
11	SALVAGE AND STOCKPILE ASPHALT MIX AND GRANULAR MATERIAL	TON	1323.0	\$ 16.50	\$ 21,829.50	\$ 17.50	\$ 23,152.50	\$ 20.40	\$ 26,989.20
12	BASE COURSE, SALVAGED	TON	1323.0	\$ 11.00	\$ 14,553.00	\$ 12.50	\$ 16,537.50	\$ 14.40	\$ 19,051.20
13	TRAFFIC CONTROL SIGNS	SQFT	244.7	\$ 7.70	\$ 1,884.19	\$ 2.10	\$ 513.87	\$ 2.40	\$ 587.28
14	TRAFFIC CONTROL, MISCELLANEOUS	LS	1.0	\$ 5,500.00	\$ 5,500.00	\$ 6,330.00	\$ 6,330.00	\$ 7,380.00	\$ 7,380.00
15	TYPE 3 BARRICADE	EACH	8.0	\$ 150.00	\$ 1,200.00	\$ 155.00	\$ 1,240.00	\$ 180.00	\$ 1,440.00
16	REMOVE AND RESET MAILBOX	EACH	2.0	\$ 140.00	\$ 280.00	\$ 309.00	\$ 618.00	\$ 360.00	\$ 720.00
17	TEMPORARY SEDIMENT BARRIER	EACH	8.0	\$ 275.00	\$ 2,200.00	\$ 26.00	\$ 208.00	\$ 50.00	\$ 400.00
18	12" DIAMETER EROSION CONTROL WATTLE	FT	270.0	\$ 8.80	\$ 2,376.00	\$ 4.10	\$ 1,107.00	\$ 12.00	\$ 3,240.00
19	HIGH FLOW SILT FENCE	FT	110.0	\$ 8.80	\$ 968.00	\$ 4.10	\$ 451.00	\$ 15.00	\$ 1,650.00
20	REMOVE & REPLACE TOPSOIL	LS	1.0	\$ 4,000.00	\$ 4,000.00	\$ 7,730.00	\$ 7,730.00	\$ 9,000.00	\$ 9,000.00
21	EROSION CONTROL	LS	1.0	\$ 2,750.00	\$ 2,750.00	\$ 2,580.00	\$ 2,580.00	\$ 10,000.00	\$ 10,000.00
22	SWEEPING	HR	40.0	\$ 55.00	\$ 2,200.00	\$ 127.00	\$ 5,080.00	\$ 132.00	\$ 5,280.00
23	RAILROAD PROTECTIVE INSURANCE	LS	1.0	\$ 27,500.00	\$ 27,500.00	\$ 8,600.00	\$ 8,600.00	\$ 4,800.00	\$ 4,800.00
ITEM	DESCRIPTION	UNITS	QTY						
SURFACING									
24	BASE COURSE - CITY FURNISHED	TON	1004.0	\$ 28.00	\$ 28,112.00	\$ 15.50	\$ 15,562.00	\$ 18.00	\$ 18,072.00
25	ASPHALT CONCRETE COMPOSITE	TON	335.0	\$ 145.00	\$ 48,575.00	\$ 108.00	\$ 36,180.00	\$ 120.75	\$ 40,451.25
26	9" NONREINFORCED PCC PAVEMENT	SQYD	3396.0	\$ 82.50	\$ 280,170.00	\$ 120.00	\$ 407,520.00	\$ 82.74	\$ 280,985.04
27	DOWEL BAR	EACH	2028.0	\$ 11.00	\$ 22,308.00	\$ 15.00	\$ 30,420.00	\$ 15.00	\$ 30,420.00
28	INSERT STEEL BAR IN PCC PAVEMENT	EACH	60.0	\$ 17.60	\$ 1,056.00	\$ 28.50	\$ 1,710.00	\$ 22.00	\$ 1,320.00
29	6" PCC FILLET SECTION	SQYD	113.1	\$ 135.00	\$ 15,268.50	\$ 202.00	\$ 22,846.20	\$ 115.00	\$ 13,006.50
30	DURABLE PAVEMENT MARKING, 4" WHITE	LF	662.0	\$ 1.10	\$ 728.20	\$ 1.30	\$ 860.60	\$ 1.50	\$ 993.00
31	DURABLE PAVEMENT MARKING, 4" YELLOW	LF	1262.0	\$ 1.10	\$ 1,388.20	\$ 1.30	\$ 1,640.60	\$ 1.50	\$ 1,893.00
32	DURABLE PAVEMENT MARKING, 24" WHITE	LF	323.0	\$ 7.70	\$ 2,487.10	\$ 8.00	\$ 2,584.00	\$ 9.60	\$ 3,100.80
33	TURNING ARROW	EACH	4.0	\$ 110.00	\$ 440.00	\$ 77.50	\$ 310.00	\$ 90.00	\$ 360.00
34	WHITE RAILROAD SYMBOL PAVEMENT MARKING PAINT	EACH	4.0	\$ 110.00	\$ 440.00	\$ 880.00	\$ 3,520.00	\$ 1,020.00	\$ 4,080.00
35	4" PAVEMENT GROOVING FOR PAVEMENT MARKING PAINT	LF	1397.0	\$ 1.32	\$ 1,844.04	\$ 0.50	\$ 698.50	\$ 0.60	\$ 838.20
36	24" PAVEMENT GROOVING FOR PAVEMENT MARKING PAINT	LF	323.0	\$ 9.90	\$ 3,197.70	\$ 5.20	\$ 1,679.60	\$ 6.00	\$ 1,938.00
37	PAVEMENT GROOVING FOR SYMBOL	EACH	4.0	\$ 220.00	\$ 880.00	\$ 77.50	\$ 310.00	\$ 90.00	\$ 360.00
38	TYPE B66 CONCRETE CURB AND GUTTER	FT	1041.4	\$ 41.80	\$ 43,530.52	\$ 18.00	\$ 18,745.20	\$ 28.00	\$ 29,159.20
39	6' CONCRETE VALLEY GUTTER	SQYD	85.9	\$ 135.00	\$ 11,596.50	\$ 165.00	\$ 14,173.50	\$ 108.00	\$ 9,277.20
40	4" CONCRETE SIDEWALK	SQFT	3196.0	\$ 10.00	\$ 31,960.00	\$ 12.00	\$ 38,352.00	\$ 6.85	\$ 21,892.60
41	4" COLORED CONCRETE SIDEWALK	SQFT	890.7	\$ 12.50	\$ 11,133.75	\$ 12.00	\$ 10,688.40	\$ 9.10	\$ 8,105.37
42	TYPE 1 DETECTABLE WARNINGS	SQFT	196.0	\$ 77.00	\$ 15,092.00	\$ 37.50	\$ 7,350.00	\$ 60.00	\$ 11,760.00
ITEM	DESCRIPTION	UNITS	QTY						
SANITARY SEWER									
43	REMOVE MANHOLE FRAME AND LID FOR RESET	EACH	2.0	\$ 750.00	\$ 1,500.00	\$ 258.00	\$ 516.00	\$ 300.00	\$ 600.00
44	ADJUST MANHOLE	EACH	2.0	\$ 600.00	\$ 1,200.00	\$ 469.00	\$ 938.00	\$ 660.00	\$ 1,320.00
ITEM	DESCRIPTION	UNITS	QTY						
STORM SEWER									
45	REMOVE PIPE END SECTION	EACH	11.0	\$ 550.00	\$ 6,050.00	\$ 361.00	\$ 3,971.00	\$ 420.00	\$ 4,620.00
46	REMOVE STORM SEWER PIPE	FT	272.0	\$ 22.00	\$ 5,984.00	\$ 15.50	\$ 4,216.00	\$ 18.00	\$ 4,896.00
47	18" RCP CLASS 3, FURNISH	FT	636.0	\$ 40.00	\$ 25,440.00	\$ 31.00	\$ 19,716.00	\$ 36.00	\$ 22,896.00
48	18" RCP, INSTALL	FT	636.0	\$ 65.00	\$ 41,340.00	\$ 62.50	\$ 39,750.00	\$ 72.60	\$ 46,173.60
49	18" RCP ARCH, FURNISH	FT	32.0	\$ 50.00	\$ 1,600.00	\$ 46.50	\$ 1,488.00	\$ 54.00	\$ 1,728.00
50	18" RCP ARCH, INSTALL	FT	32.0	\$ 72.00	\$ 2,304.00	\$ 68.50	\$ 2,192.00	\$ 79.80	\$ 2,553.60
51	18" RCP LONG RADIUS BEND	EACH	1.0	\$ 660.00	\$ 660.00	\$ 1,250.00	\$ 1,250.00	\$ 1,458.00	\$ 1,458.00
52	18" RCP FLARED END, FURNISH	EACH	4.0	\$ 770.00	\$ 3,080.00	\$ 747.00	\$ 2,988.00	\$ 870.00	\$ 3,480.00
53	18" RCP FLARED END, INSTALL	EACH	4.0	\$ 440.00	\$ 1,760.00	\$ 412.00	\$ 1,648.00	\$ 480.00	\$ 1,920.00
54	18" RCP SAFETY END, FURNISH	EACH	2.0	\$ 660.00	\$ 1,320.00	\$ 670.00	\$ 1,340.00	\$ 780.00	\$ 1,560.00
55	18" RCP SAFETY END, INSTALL	EACH	2.0	\$ 440.00	\$ 880.00	\$ 567.00	\$ 1,134.00	\$ 660.00	\$ 1,320.00
56	2'x 3' TYPE B DROP INLET	EACH	6.0	\$ 3,300.00	\$ 19,800.00	\$ 3,240.00	\$ 19,440.00	\$ 3,780.00	\$ 22,680.00
57	TYPE B FRAME AND GRATE ASSEMBLY	EACH	6.0	\$ 1,100.00	\$ 6,600.00	\$ 1,070.00	\$ 6,420.00	\$ 810.00	\$ 4,860.00
					\$ 922,899.10		\$ 994,925.08		\$ 875,652.04

I hereby certify that this is a true and correct tabulation of bids received for the
East Spruce Street Reconstruction Project, BEI # 2107122.

Signature 
Eric E. Prunty, PE
Brosz Engineering, Inc.

Date 1/17/2024



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	February 5, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Enterprise Fund		
Agenda Item:	Action to Approve Purchase of Equipment for Mitchell Regional Landfill		
Explanation/Background of Agenda Item Requested:	Action to Approve Purchase of Equipment at Mitchell Regional Landfill The Landfill is requesting the purchase of equipment to assist in removing debris from refuse receptacles. The equipment will attach to a loader and be used at the request of haulers. A \$30 fee is proposed to be charged per use. The Sioux Falls Regional Sanitary Landfill utilizes this equipment and also charges \$30 per use. A quote was received from Butler Machinery Company for a price of \$8,143.75. Staff recommends council approval and to grant authorization for the Mayor to sign.		

Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.butlermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE FOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.
15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be-set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-In Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-In Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

FARGO, ND (701)280-3100	GRAND FORKS, ND (701)775-4238	BISMARCK, ND (701)223-0890	MINOT, ND (701)852-3508	JAMESTOWN, ND (701)251-1400	DICKINSON, ND (701)456-1400	HANKINSON, ND (701)242-7474	HOOPLE, ND (701)894-6363	DEVILS LAKE, ND (701)665-3800
SIOUX FALLS, SD (605)336-3010	ABERDEEN, SD (605)225-6240	RAPID CITY, SD (605)342-4850	PIERRE, SD (605)224-5400	HURON, SD (605)353-1200	WATERTOWN, SD (605)954-7100	FREMONT, NE (402)721-2800	KEARNEY, NE (308)236-4640	PICKRELL, NE (402)673-4200
CHADRON, NE (308)432-5593	SIDNEY, MT (406)742-7700							

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:	February 5, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Mitchell Regional Landfill Waiver		
Explanation/Background of Agenda Item Requested:	Action to Approve Mitchell Regional Landfill Waiver
The Landfill is requesting the approval of a Waiver of Liability/Indemnification and Release for commercial and private use at the landfill. The waiver addresses landfill use, damages caused at the landfill, insurance requirements for commercial companies, scavenging, compost use, and lists the costs for vehicle scrape out and compost loading.
Staff recommends council approval.		

Mitchell Sanitary Landfill Waiver of Liability/Indemnification and Release

[To be signed each year by (a) an authorized officer of each company using landfill services, including licensed garbage haulers and construction companies; and (b) each individual officer, agent, and employee or other user receiving services or materials at the Mitchell Sanitary Landfill.]

I, _____ (Landfill User), seek to use property at the Mitchell Sanitary Landfill (MSL) or to obtain the following services at said landfill:

- ☐ Load scrape outs
- ☐ Vehicle unloading
- ☐ Vehicle loading (Compost)
- ☐ Searching for lost items or other materials
- ☐ Other (specify) _____

In return for permission to use the MSL or its services as provided above, Landfill User agrees to the following:

1. **Exercise caution, wear suitable clothing, and obtain training.** Landfill User acknowledges that landfill operations present hazards while present on City Property, to include incidents caused by the user or others; exposure to noxious insects, reptiles, mice, and other pests; dangerous machinery or equipment; use, exposure, or proximity to other equipment and/or chemicals. Extreme caution must be exercised while present on City Property. The Landfill user must remain a suitable distance from City equipment so as to avoid injury and exercise reasonable care by avoiding uneven ground or loose surfaces, steep slopes, wet or slippery surfaces; be extremely cautious of sharp edges, flying debris, mechanical or electrical hazards, or other conditions and environmental factors that by themselves or in combination with other situations may be hazardous in nature. Landfill User agrees to wear gear suitable for the work and area involved, including appropriate boots, gloves, protective eyewear, hard hat, and brightly colored safety vest while conducting the activities listed above. Landfill User agrees to obtain suitable training for itself and its employees for the activities to be undertaken at the MSL. The City shall have no responsibility for training Landfill User or its officers, agents, or employees in safety matters or otherwise.
2. **Indemnify and hold the City harmless.** Landfill User hereby agrees to indemnify, defend, and hold the City harmless from any and all liabilities, costs, compensation, attorney's fees, damages, and/or expenses paid or incurred by the City as a result of any claims relating to, in any manner whatsoever, the Landfill User's activities at the MSL; including, but not limited to, claims for any property damage, bodily injury or death arising out of Landfill User's use of City property. Landfill User understands and agrees that in the event a third party brings a claim against the City alleging damages and losses caused by, arising out of, or related to, in any manner whatsoever, the Landfill User's use of the MSL, the City may avail itself of its common law rights to indemnification and contribution. Upon the City's tender of the claim to the Landfill User, the Landfill User will defend the claim. If the Landfill User elects not to, or fails to, defend against such claim, the City shall have the right to defend against such claim at Landfill User's expense.
3. **Insurance.** Landfill User will maintain adequate general commercial liability insurance and workers' compensation insurance to cover the conduct addressed above including, but not limited to, workers' compensation insurance.

4. **No Scavenging.** Landfill User is prohibited from unauthorized and uncontrolled removal of waste materials and understands and agrees that neither it nor its officers, agents, or employees have a general right to scavenge at the MSL. Scavenging at the MSL is expressly prohibited.
5. **NO WARRANTIES.** Landfill User may obtain compost at the MSL if expressly permitted by City ordinance or as authorized by the Landfill Manager. Landfill user understands that any compost obtained at the MSL has not been tested, registered, or inspected. Landfill User accepts compost obtained at the Landfill **"AS-IS"** and expressly assumes all risk, known or unknown, associated with the loading, transport, or use of such materials. Any loading, transport, or use of any compost obtained at the Landfill shall be the sole and absolute responsibility of the user. ALL COMPOST OBTAINED AT THE LANDFILL IS PROVIDED WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES.
6. **Term of waiver.** The Landfill User may undertake the activities listed above from time to time when authorized. This Waiver of Liability/Indemnification and Release is durable and will continue in force and effect for all such activity unless specifically revoked in writing. The Landfill User understands and agrees that this Waiver of Liability/Indemnification and Release does not, however, grant a continuing right, license, or permit to use MSL property in any way other than as stated herein.
7. **No modification.** This Waiver of Liability/Indemnification and Release does not constitute an agreement by the City for any purpose other than as stated herein and no other statement, promises, or inducements made by either the Landfill User or any officer, agent, or employee shall be valid or binding. This document may not be enlarged, modified, or altered except in writing and as agreed to by the City.
8. **Operation.** Should any section or provision of this Waiver of Liability/Indemnification and Release be declared by the courts to be invalid, the same will not affect the validity of the Waiver of Liability/Indemnification and Release as a whole or any part thereof, other than the part declared to be invalid.
9. **Reimbursement.** Reimbursements are as set by the Fees and Charges Resolution.

Current rates are as follows:

- a. Reimbursement for requested vehicle scrape out is \$30.00.
- b. Reimbursement for requested compost loading is \$20.00.

I, the undersigned, have carefully read the above information, understand its contents, and agree to abide by the terms thereof.

LANDFILL USER SIGNATURE

DATE

PRINTED NAME

PRINTED ADDRESS

TELEPHONE NUMBER

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:	February 5, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Release of Notice of Lis Pendens (201 E 9th)		
Explanation/Background of Agenda Item Requested:	There was a Notice of Lis Pendens that was filed in regards to a nuisance action in court (17CIV13-88). The nuisance action was resolved and the property was subsequently transferred. However, a release was not filed in regards to the Notice of Lis Pendens. This action will authorize the filing of the release and help clear the title record.		

Prepared by:

James M. Wiederrich
Woods, Fuller, Shultz & Smith P.C.
300 S. Phillips Avenue, Suite 300
Sioux Falls, SD 57104
Phone: (605) 336-3890

RELEASE OF NOTICE OF LIS PENDENS

City of Mitchell, South Dakota, a Municipal corporation, with an address of 612 North Main Street, Mitchell, South Dakota 57301, certifies a Notice of Lis Pendens No. 131498 recorded in the office of the Davison County Register of Deeds in Book 168 of Lis Pendens on page 1217, is released and discharged with respect to the following-described property listed in the Lis Pendens:

Lot 6 and the West 6 Feet of Lot 5, Block 16, D.A. Scott's Addition to the City of Mitchell, Davison County, SD.

Dated January __, 2024.

City of Mitchell, South Dakota

By: _____
_____, Its _____

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF DAVISON)

On this the __ day of January, 2024, before me personally appeared _____,
known to me to be the _____ of the City of Mitchell, South Dakota, a municipal
corporation, the entity that is described in and that executed the within instrument and
acknowledged to me that such corporation executed the same.

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

Notary Public – South Dakota

My commission expires:
(seal)

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)

IN CIRCUIT COURT
FIRST JUDICIAL CIRCUIT

City of Mitchell, South Dakota,)
a Municipal Corporation,)
Plaintiff,)

Civ. 13-88

NOTICE OF LIS PENDENS

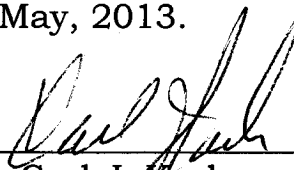
VS.)

Gregory Patton,)
Defendant.)

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in the above-named Court upon Complaint of the above-named Plaintiff and against the above-named Defendant; that the subject of said action is for abatement of nuisance condition on the following described real property, to-wit:

Lot Six (6) and the West Six Feet (W. 6 ft.) of Lot Five (5),
Block Sixteen (16), D.A. Scott's Addition to the City of
Mitchell, Davison County, S.D.

Dated this 13th day of May, 2013.



Carl J. Koch

Attorney for Plaintiff City of Mitchell, S.D.
a municipal corporation
200 E. 5th Ave. P.O. Box 546
Mitchell, SD 57301
PHONE: (605) 996-6546

PREPARED BY:

Carl J. Koch
200 E. 5th Ave. PO Box 546
Mitchell SD 57301
(605) 996-6546



Page 1 of 1

Filed for Record - Davison County SD
Filed On 5/17/2013 9:25 AM 1 pg
Document# R 131498
Book L168 Page 1217 Fee\$ 30.00

By 
Debra A. Young, Register of Deeds 138420

LP
BOOK 168 PAGE 1217

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:	February 5, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	2024 Supplemental Appropriation 230-43500-43205, \$202,252		
Agenda Item:	Action to Approve Agreement #A2024-06, Mitchell Municipal Airport AIP#3-46-0037-032-2024 with Helms & Associates		
Explanation/Background of Agenda Item Requested:	Agreement A2024-06 with Helms and Associates for Design, Bidding and Construction Services for a Revenue Producing Hangar The City is proposing to design and construct a revenue producing hangar at the Mitchell Municipal Airport. The hangar would include three to four bays and would be rented to private individuals/businesses. The project would have a 90/10 cost share with the City's share being 10%. The total contract amount of \$202,251.30 and broken down as shown below: Design Services - Lump Sum Fee of \$92,807.64 Bidding Services - Lump Sum Fee of \$9,784.90 Construction Services - Lump Sum Fee of \$9,364.83 - Hourly Not to Exceed Basis of \$90,293.95 City staff recommends City Council approving the agreement with Helms and Associates for complete professional engineering services as described above and in the attached agreement.		

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIP 3-46-0037-032-2024

This Agreement is entered into by and between **CITY OF MITCHELL**, South Dakota, of 612 N. Main St., Mitchell, South Dakota 57301, referred to in this Agreement as the "SPONSOR," and Schmucker, Paul, Nohr & Associates, Inc., dba **HELMS & ASSOCIATES CORPORATION**, of 416 N Production St., Aberdeen, South Dakota, 57401, referred to in this Agreement as the "ENGINEER."

BACKGROUND:

1. The SPONSOR intends to develop the following airport improvements at the Mitchell Regional Airport, with state, local, and federal assistance:

The PROJECT shall include the design of a revenue producing hangar. This work includes construction of a revenue producing hangar, grading, aggregate base course, PCC pavement, topsoiling, seeding and other items of related construction.

2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project
3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Mitchell Regional Airport, Project Number AIP 3-46-0037-032-2024, referred to in this Agreement as the "Project."
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached **Exhibit A**, entitled "Detailed Scope of Services." A Scope of Services specific to this project is attached as **Exhibit G**. The anticipated level of effort is described and incorporated in this Agreement in the attached **Exhibit B**, entitled "Cost Breakdown."
- C. The ENGINEER'S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10G) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10G), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER'S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work as defined in the detailed scope of work in the attached **Exhibit G**.

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1) lump sum and 2) cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a lump sum basis or a cost plus fixed fee basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as **Exhibit E**.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and the South Dakota Department of Transportation (SDDOT). If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4) months after the close of each fiscal year** in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see **EXHIBIT F**).

A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in **Exhibit B** and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. **Exhibit B** provides a detailed listing of the lump sum fees and justification for those fees.

TABLE A: LUMP SUM	
Task Item	Total Cost/Compensation
Environmental Review & Field Survey, Engineer's Design Report & Final Design	\$92,807.64
Bidding & Negotiation	\$9,784.90

B. COST PLUS FIXED FEE COMPENSATION

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in **Exhibit B**, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

TABLE B: COST PLUS FIXED FEE		
Task Item	Fixed Fee	Total Cost/Compensation
Construction Administration	\$4,530.39	\$38,588.37/\$43,118.76
Resident Engineering Services	\$4,834.44	\$51,705.58/\$56,540.02

C. The maximum limiting amount for this Agreement is \$202,251.32.

4. EXTRA WORK

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the

basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

5. AMENDMENT

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

6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

8. REPORTING

The ENGINEER will report to the SPONSOR any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

12. INDEMNIFICATION

The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct, error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.

13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

14. SUPERCESSION

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

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 2 CFR Part 200.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to Mike Scherschligt, Airport Manager on behalf of the SPONSOR, and by and to Bob Babcock, PE on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. CERTIFICATION REGARDING LOBBYING

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

The ENGINEER will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by **Exhibit C**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the SPONSOR or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property.

In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

24. RIGHTS TO INVENTIONS (49 CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the SDDOT that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not discriminate on the basis of race, color, national origin, or sex in the award and performance of SDDOT assisted contracts.

26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the Secretary of the SDDOT waives the restrictions of this clause in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the SPONSOR, cancellation of the contract at no cost to the SPONSOR, SDDOT, or FAA.

Further, the ENGINEER will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached as **Exhibit D** and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

Schmucker, Paul, Nohr & Associates, Inc.,
dba **Helms & Associates Corporation**

By: 
Bob J. Babcock
Its: President

Date: 1-5-24

Attest: 

By: 
Michael A. Schmit
Its: Associate

(Corporate Seal)

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

Attest: _____

City Finance Officer/ Auditor/Clerk

(City Seal)

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

- i. The ENGINEER will develop plans, cost estimates, and bidding documents for review by the SPONSOR and the South Dakota Department of Transportation (SDDOT), and for submission to the Federal Aviation Administration, Airports District Office (FAA). **When required by FAA Order 5100.38D, Airport Improvement Program Handbook, the ENGINEER will submit construction safety plan sheets of the plans to FAA for approval.**
- ii. The ENGINEER'S plans or drawings will include making necessary field surveys; arranging for soil or any necessary testing analyses; and preparation of cost estimates. **The SPONSOR will not accept any plans and specifications unless cost estimates accompany the submission.**
- iii. The ENGINEER will submit copies of the Project's Construction Safety Plan to SDDOT and FAA for approval, prior to completion of the plans. Following review and receipt of comments from the SPONSOR and SDDOT, the ENGINEER will proceed with the preparation of the Project's final plans and specifications.
- iv. The ENGINEER will certify the plans and specifications by placing and signing the following statement on the plans and specifications:

I hereby certify, to the best of my professional ability, these plans and specifications were developed under my supervision in accordance with all applicable federal standards and requirements. No deviation from or modification to standards as set forth in the Federal Aviation Administration Advisory Circulars will be necessary other than those previously approved by the Federal Aviation Administration.

Professional Seal/Signature: _____

Date: _____

- v. The ENGINEER will prepare cost estimates based on the final design, make any required supplemental design analyses, and hold consultations, as necessary, to obtain the SPONSOR'S approval and SDDOT'S acceptance. The ENGINEER will furnish to SDDOT, FAA, and the SPONSOR, a sufficient number of copies of the plans, specification, and other documents necessary for the review, approval, and acceptance.
- vi. If the Project includes paving work in excess of \$500,000.00, the ENGINEER will submit a Construction Management Program as outlined in FAA Order 5100.38D, and in paragraph C of this Exhibit for SDDOT'S acceptance, and for submission to and acceptance by FAA, prior to starting any construction.
- vii. The SPONSOR may require the ENGINEER to develop a Construction Management Program for projects with less than \$500,000.00 in paving costs.

B. Bidding and Negotiation Services

- i. The ENGINEER will provide assistance in soliciting bidders; will attend the bid opening; will tabulate, and analyze bids; will prepare a revised estimate on bids; will make recommendations to the SPONSOR for award of construction contracts for the construction of the improvements; will assist in any negotiations of proposals as required; and will assist in any preparation of the formal construction contract documents.

- ii. In the preparation of any formal construction contract documents, the ENGINEER will act only within the ENGINEER'S proper authority. The parties to this Agreement understand and agree proper legal review of the documents and data will be necessary.
- iii. The ENGINEER will furnish the necessary documents for the use of prospective bidders.

C. Construction Administration Services

- i. During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.
- ii. The ENGINEER will assist in correct interpretation of the plans and specifications, attend pre-bid conference and preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.
- iii. The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," and an updated Airport Layout Plan (ALP).
- iv. The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.
- v. Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.
- vi. The Construction Management Plan will be required for all projects with paving costs in excess of \$500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.
- vii. The ENGINEER will provide the following for Quality Closeout Report Volume 2:
 - 1. Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:
 - a. Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering supervision and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

- f. Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.
- 2. Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:
 - a. Results of the tests performed, highlighting those tests that failed or did not meet the applicable test standard. A narrative should precede each specification category identifying failed tests and the corrective action taken. The narrative should also include an explanation of any pay reductions, applied, and reasons for accepting any out-of-tolerance material. The narrative should be followed by supporting computations. The report should include all test results with a summary sheet of test results proceeding actual test data. Specification limits or tolerance should be listed on all test results or data.
 - b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the FAA'S discretion and will be based on the type or types of required tests not performed or not documented and will commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - c. Copies of all material certifications, job mixes, range and control charts, gradation results, weekly construction progress reports, and construction working day count must be included in the report.

D. Resident Engineering, Inspection, and Staking Services

- i. The ENGINEER will provide resident construction inspection and establishment of vertical and horizontal control. The resident construction inspection responsibilities will include complying with Construction Management Plan and recording data for the Test and Quality Control Report.
- ii. The resident construction inspection services will include establishment of lines and grades, and surveys to determine item quantities for final payment estimates.
- iii. The resident construction inspector and assistants will inspect the work of the contractor to assure the Project and its several elements are constructed in compliance with the plans and specifications and will help safeguard against defects and deficiencies in the work. The furnishing of such resident construction inspection will not serve to make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the failure of the construction contractor to perform the construction work in accordance with the contract documents.
- iv. The resident construction inspector will receive all test and laboratory reports and will utilize the results of those reports in the performance of its duties.
- v. The ENGINEER will have the right and authority, through the resident construction inspector, to order the construction work stopped whenever such action is deemed necessary.
- vi. Field testing for all aspects of the proposed construction will be under the direction of the ENGINEER through the resident construction inspector.
- vii. Testing performed by the ENGINEER with in-house inspection and testing personnel will be billed at the rates as set for in this Agreement for personnel performing such testing.

- viii. For required testing appertaining to bituminous and certain other construction and for laboratory tests, which the ENGINEER cannot accomplish in-house, the ENGINEER will retain or assist the owner in obtaining the services of an independent testing laboratory satisfactory to the SPONSOR and SDDOT. The testing laboratory's schedule of testing charges will be subject to the SPONSOR'S and SDDOT'S approval.
- ix. The ENGINEER will ensure all subcontracts contain all the required provisions of the prime contract.
- x. The testing laboratory will operate under the ENGINEER'S or the ENGINEER'S agent's direction; however, testing laboratory billings for services will not be considered a part of the engineering services being provided under this Agreement, and will be billed by the ENGINEER to the SPONSOR as separate and identifiable charges and will include copies of invoices.
- xi. The ENGINEER will review and approve all testing laboratory billings as being applicable to the construction of the improvements prior to inclusion of billings to the SPONSOR.
- xii. The ENGINEER will submit to the SPONSOR, resumes outlining the qualifications of the resident construction inspector and other key inspectors for review and approval by the SPONSOR, SDDOT, and FAA prior to performing any services in paragraph D.

E. Project Completion Date

The ENGINEER will complete the Project December 2024.

COST BREAKDOWN

SEE ATTACHED

ATTACHMENT "B"

SUMMARY OF ENGINEERING COSTS

A.I.P. PROJECT NO. 3-46-0037-032-2024

**REVENUE PRODUCING HANGARS
MITCHELL REGIONAL AIRPORT
MITCHELL, SOUTH DAKOTA**

			PROJECT TOTAL
SECTION 1	ENVIRONMENTAL REVIEW & FIELD SURVEY	\$ 15,205.32	
	ENGINEER'S DESIGN REPORT	\$ 11,405.89	
	FINAL DESIGN	\$ 66,196.43	
	LUMP SUM TOTAL	<u>\$92,807.64</u>	<u>\$92,807.64</u>
SECTION 2	BIDDING & NEGOTIATION SERVICES	<u>\$9,784.90</u>	
	LUMP SUM TOTAL	<u>\$9,784.90</u>	<u>\$9,784.90</u>
SECTION 3	CONSTRUCTION ADMINISTRATION		
	COSTS	\$38,588.37	
	**FIXED FEE	<u>\$4,530.39</u>	
	TOTAL	<u>\$43,118.76</u>	<u>\$43,118.76</u>
SECTION 4	RESIDENT ENGINEERING SERVICES		
	COSTS	\$51,705.58	
	**FIXED FEE	<u>\$4,834.44</u>	
	TOTAL	<u>\$56,540.02</u>	<u>\$56,540.02</u>
	TOTAL PROJECT ENGINEERING SERVICES		<u><u>\$202,251.32</u></u>

****MAXIMUM LIMITING FEE**

Soil Technologies, Inc.

28822 124th Street – Mobridge, SD 57601 – (605) 762-3406

www.soil-technologies.com

"Building Your Success On A Solid Foundation"

September 25, 2023

Helms and Associates
Attn: Ms. Brooke Edgar, P.E.
416 Production St. N.
P.O. Box 111
Aberdeen, SD 57402

Subj: Proposal - Soil Exploration
Proposed Revenue Producing Hangar
Mitchell Municipal Airport
Mitchell, SD



Introduction

Thank you for the opportunity to present this proposal to perform a Soil Exploration for the above referenced project. The purpose of the exploration is to gather information of the subsurface conditions at the project site and provide the Client with geotechnical engineering recommendations relative to the project design and construction.

Project Information

We understand the proposed project will consist of the construction of a hangar building (Revenue Producing Hangar) located at the Mitchell Municipal Airport in Mitchell, SD. The proposed building will consist of a single-story, slab-on-grade, heated structure. The building will have overall dimensions of about 50 x 180 feet. We assume that the design finished floor elevation will be within one foot of the existing grades at the site. Standard spread footings are anticipated. Information as to the structural loads was not available, but we assume the column loads will be less than 140 kips (total dead & live loads), and wall loads will be less than 5 kips/ft. (total dead & live loads). Uniform floor loads exerted on the underlying soils are assumed to be less than 500 pounds per square foot.

Scope of Services

Soil Technologies, Inc. (STI) will provide the most complete Soil Exploration by performing the following services for your project.

- Soil Borings

We will begin work on your project by performing geotechnical soil borings at the project site. As per your request, we will perform the following borings:

- Hangar Building Area: 3 borings to 15 feet below existing grade.

During the field work portion of our services, samples of the subsurface soils will be obtained using SPT (*N values*) sampling methods as per ASTM: D1586 and possibly 3" thin-walled tube sampling methods as per (ASTM: D1587). Sampling will be performed at 2 to 2.5-foot intervals for the first 15 feet followed by 5-foot intervals. When completed, groundwater measurements will be obtained as permissible. The bore holes will be re-filled with on-site soils.

Samples of representative portions of the soils will be visually and manually classified on-site by the crew chief in accordance with ASTM: D2487 and ASTM: D2488. The samples will then be returned to our laboratory for further examination and verification of the field classification. Soil samples will be selected for nominal laboratory tests to aid in identifying the engineering and index properties. Logs of the borings indicating the depth and identification of various strata and water levels will be developed. The borings will be performed by one of our drilling subcontractors.

- Laboratory Testing

Nominal laboratory testing will be performed on the recovered soils samples and are anticipated to consist of some or all of the following. The specific types of laboratory tests will be based on the subsurface conditions encountered.

- | | |
|---|--|
| - Natural Moisture Content (ASTM D2216) | - Density (ASTM: D7263) |
| - Atterberg Limits (ASTM: D4318) | - Unconfined Compression (ASTM: D2166) |
| - % passing the #200 sieve (granular soils) | - Pocket Penetrometer (ASTM: WK27337) |

We do not anticipate the need to perform more specialized testing such as direct shear tests, triaxial compression tests, swell tests, and consolidation tests etc. and therefore, the fees for these tests are not included in the scope of services. The specific types of laboratory tests will be based on the subsurface conditions encountered. Some laboratory tests may be performed by a subcontracted certified lab.

- Report

A formal written report will be prepared for you by STI's registered professional Geotechnical Engineer. The report will contain the results of the field and laboratory tests and the following applicable engineering recommendations:

- | | |
|---|--|
| - site preparations & excavation depths | - exterior backfill |
| - allowable soil bearing pressure | - construction & design considerations |
| - foundation types | - engineered fill materials & compaction |
| - estimated foundation settlements | - frost depths |
| - site drainage | - seismic site classification |
| - lateral earth pressures (as applicable) | - potential groundwater control |

- General - Geotechnical

The scope of services defined in this proposal is intended for geotechnical purposes only. This scope is not intended to explore the presence or extent of environmental contamination at the site. However, we will note obvious contamination encountered which can be detected by human sight or smell.

The boring company will contact the South Dakota One Call and make a utility locate request. However, the scope of service does not include locating private utilities. **Private utilities are the responsibility of the Client and must be located and clearly marked (staked) by the Client prior to the start of the borings. By accepting this proposal, the Client agrees that it is their responsibility to hire a private utility locate firm, and/or to notify other appropriate personnel, to locate and clearly mark all private utilities prior to the start of the borings. STI and their drill crew are not responsible for damage to unmarked utilities of any kind.**

The scope of services assumes that the soil boring locations will be staked and elevated in the field by Helms & Assoc., or we will be given a drawing with location dimensions. The scope of services assumes that the site will be accessible with typical two-wheel drive equipment. Snow removal is not included in the fees. **We request that we be given at least 3 days' advanced notice if the site is not accessible due to soft soil conditions, snow, or other.**

Schedule

Based on our current schedule and site and weather conditions permitting, we anticipate beginning the geotechnical fieldwork portion of our services within 15 working days of receiving all necessary information and diagrams, written authorization to proceed, and all borings and private utilities are located. A final written report will be submitted approximately 10 working days after completion of the fieldwork, the soil samples are returned to our laboratory, and all necessary project information is provided to us.

Fees

The fees for our services will be charged on a lump sum basis and in accordance with the attached "Terms and Conditions" and "Subsurface Boring Supplement." For the scope of services discussed above and assuming typical subsurface conditions, the cost of our services will be as follows:

- **Standard 2-wheel drive drill rig:** **\$6,900.00** (plus tax or permits if applicable)

The following additional fees (exceeding the lump sum fee listed above) will be charged as applicable:

- If a safety (or other) meeting is required, it will be charged at a rate of \$290.00/hour.
- If additional borings or borings depths are required due to unexpected soft soil conditions or other conditions required to achieve the foundation recommendations, the boring unit fee will be \$19.00/foot up to 35' deep, plus additional laboratory test fees, engineering fees, and overnight and/or extra travel fees if needed. We will not perform additional borings or boring depths unless additional authorization is received from the client or client's representative.
- If the borings are obstructed and are required to be redrilled at another location to the depth of the obstruction, the re-drilling time will be at the rate of \$350.00/hour.
- Delays to perform the borings due to various circumstances beyond our control such as site in-accessibility, private utilities not staked, snow removal, excessive weather events, changes in project/building layout, etc. will be charged at a rate of \$290.00/hour, overnight stay at \$350.00, and/or **engineering/administration** fees of \$195.00/hour.
- Re-mobilization due to delays beyond our control such as additional borings, abnormal drilling difficulties, excessive weather events, etc. will be performed at the rate of \$1100.00 per trip plus **engineering/administration** fees of \$195.00/hour.

- Requests or actions by the client or the client's representative which results in a delay or interruption of our services will be charged at a drilling rate of \$350.00/hour, overnight stay at \$350.00, and/or engineering/administration fees of \$195.00/hour.
- Additional engineering consulting services requested after the formal written report has been submitted will be charged at \$195.00/hour. Additional laboratory tests required to perform the engineering consulting services will be charged at unit rates per test.

If services in addition to the work scope and fees outlined above are required (meetings, remobilization, additional drilling, additional engineering, etc.), additional authorization and agreement of fees will be required prior to performing the work.

Client Acceptance

Thank you for the opportunity of being considered for this work. Please provide us with one of the three acceptance methods for this proposal as listed below under "CLIENT ACCEPTANCE." We look forward to providing our services to you on this project.

This proposal represents the full and final agreement of the Parties (STI and Client) with respect to the proposed project and related services and obligations and supersedes all prior representations, promises, agreements, understandings, or negotiations, whether written or oral. All of STI's actions, communications, and services relative to the proposed project shall be subject to this proposal. STI shall have no other obligations or responsibilities for the proposed project except as agreed to in writing. Also, this proposal, as well as the obligations, services (excluding the soil borings and laboratory testing) and deliverables hereunder, may not be assigned for any purpose except with the written consent of both Parties. If you have any questions or require additional information, please feel free to contact our office.

Remarks

This proposal is valid for 60 days from the issue date and assumes that all "Rights of Entry" will be acquired by others prior to performance of the field services. It also assumes that authorization

to proceed with our services begins immediately after the client's acceptance. This proposal includes the attached Terms and Conditions including a Limitation of Liability clause.

Respectfully submitted:

SOIL TECHNOLOGIES,
INC.



Kim E. Stoecker, PE
President

Enclosures

CLIENT ACCEPTANCE:

Acceptance of this proposal can be made by simply:

- 1) Submitting a P.O. # to us referencing this proposal.
- 2) Emailing us to proceed with these services. Please reference this proposal.
- 3) Filling out and signing the acceptance block below and returning this proposal to us.

Client: (Company):	<u>Helas + Associates</u>
Authorized Signature:	<u>[Signature]</u>
Printed Name:	<u>Bob J. Babcock</u>
Address: (if different):	<u></u>
Phone:	<u></u>
Date:	<u>10-17-23</u>
Email:	<u></u>
On-site contact & cell #	<u></u>

TERMS AND CONDITIONS

1. **Amendments.** Client, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement.
2. **Confidentiality and Ownership of Documents.** All documents prepared by Soil Technologies, Inc (hereinafter referred to "STI") as instruments of Services will remain the property of STI. Client agrees that all reports and/or other items furnished to Client or its agents, which are not paid for, will be returned upon demand and/or will not be used by Client for any purpose whatsoever. Unless otherwise agreed, STI will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time, the records will be made available to Client during STI's normal business hours and subject to reasonable copying charges. Client shall not disclose to others any portions of a report constituting less than the entire report. The report and any related documents are intended solely for purposes of this contract and will not be and are not intended or represented to be suitable for reuse by Client or others for extensions of the Project or for any other project or purpose. STI is not responsible for the interpretation by others of the information developed.
3. **Site Access and Control.** Client grants to STI the right of entry to the Project Site by STI, its employees, agents, and subcontractors, to perform the Services. If Client does not own the Project Site, Client warrants and represents to STI that Client has the authority and permission of the owner and occupant of the Project Site to grant such right of entry to STI. Client understands and acknowledges that some damages to the site and materials may occur during the normal course work provided by the STI. STI will take reasonable precautions to minimize such damage. Except as set forth herein, STI does not, by its entry into the Project Site, or the performance of the Services, assume any responsibilities or liability with respect to the Project Site. STI does not undertake to report to any federal, state, or local governmental agency any conditions existing at the Project Site which may present a potential danger to public health, safety, or the environment, but shall promptly notify Client of any such conditions foregoing. If at any time during the performance of the Services, STI reasonably believes the safety of its employees, agents, subcontractors, or any other person is in jeopardy, STI reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remediated to the reasonable satisfaction of STI, STI may terminate this Agreement.
4. **Project Information.** STI shall indicate to Client the information reasonably needed for rendering the Services described in each purchase order, proposal or scope of work. Client will immediately transmit to STI any new information concerning the Project that becomes available to the Client, either directly or indirectly, during the performance of this Agreement. STI will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by Client. To the extent that STI is required to rely solely upon existing information, Client agrees to waive any claim against STI and to indemnify and hold harmless STI from and against any and all claims, damages, losses, liability, and expenses, including attorney's fees, which may arise from errors, omissions, or inaccuracies in existing information provided to STI by Client, unless caused by or arising out of the sole negligent acts or omissions, or willful misconduct of STI or its employees, agents, or contractors.
5. **Standard Practice.** The Services will be performed on behalf of and solely for the exclusive use of Client and for no others. The Services performed by STI shall be performed in a manner consistent with and limited to professional skill and care ordinarily provided by consultants practicing in the same or similar locality and time under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. EXCEPT AS SET FORTH HEREIN, STI MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY STI TO CLIENT.
6. **Insurance.** In addition to any other insurance, STI agrees to maintain in effect during the performance of the Services under this Agreement, insurance coverage with insurers licensed to do business in the state where the Services are to be performed. STI shall deliver to Client correct copies of certificates of insurance, if requested by Client.
7. **Waiver of Consequential Damages.** Notwithstanding any other provision of this agreement, neither party shall be liable to the other for any consequential, special, indirect, incidental, or punitive damages incurred even if the possibility of such damages was foreseeable. Consequential damages include, but are not limited to loss of use and loss of income or profit.
8. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and STI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of STI and STI's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of STI and STI's offices, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or STI's total fee for the services rendered on the Project, whichever is greater. It is intended that this limitation applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
9. **Third Party Claims.** In the event any third party brings a suit or a claim for damages against STI alleging exposure to or damage from materials, elements or constituents at or from the Project Site before, during or after Services are performed by STI under this Agreement, which is alleged to have resulted in or caused any adverse condition to any third party or resulted in claims arising from remedial action, cleanup, un-inhabitability of property, or other property damage, Client, except to the extent of STI's gross negligence or willful misconduct, agrees to indemnify and hold STI harmless against any such suit or claim and any obligation or liability arising there from.
10. **Termination.** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, STI shall be paid for Services performed to the termination notice date plus reasonable termination and Project closeout expenses. STI may complete such analyses and records as are necessary to complete its files, and may also complete a report of Services performed to the date notice of termination.
11. **Subcontract and Assignment Authorization.** STI shall have the right to subcontract Project Services to be provided under this Agreement to qualified providers of Services selected by STI. The fees and costs of such subcontractor(s) shall be included in STI's fee as specified in this Agreement, unless Client agrees that subcontractor Services are to be directly billed to Client.
12. **Unforeseen Occurrences.** If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in STI's sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the scope of Services, Client will agree with STI to modify the scope of Services and STI will provide an estimate of additional charges to include provision of the previously unforeseen circumstances. Such estimate, when executed by Client and STI will be a valid change order in accordance with the provisions of Section 4 of this Agreement. As an alternative, STI may terminate Services under this Agreement in writing effective on the date specified by STI, in which event Client shall pay STI for Services performed to the date of Termination, plus reasonable expenses of termination.
13. **Force Majeure.** STI shall not be liable to Client for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of STI, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and STI shall have no further liability to Client therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual Agreement of the parties hereto as an alternative to termination, pursuant to Paragraph 1 of this Agreement.
14. **Mediation.** Client and STI agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. Unless Client and STI mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.
15. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the state of South Dakota. The captions and headings of this Agreement are for purposes of reference only, and shall in no way limit or otherwise affect any of the terms or provisions hereof.
16. **Payment.** Invoices shall be due upon receipt and are past due 30 days after the invoice date. Client shall pay an additional charge of 1.5% (or maximum percentage allowed by law) of the invoiced amount per month for any payment not received by STI more than thirty (30) calendar days from the date of the invoice. The amount of any excise tax or local, state or federal sales tax that may be imposed is not included in the rates for the Services provided and will be added to the actual billings for Services. If Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, as set forth hereinabove, STI may at any time thereafter, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend this Agreement or terminate this Agreement. Client agrees to pay all of STI's collection expenses and attorney fees relating to past due fees which the Client owes under this Agreement.
17. **Acceptance.** STI requests written acceptance of the Agreement, but the following actions shall constitute Client's acceptance of the Agreement: 1) authorization via purchase order, 2) authorizing STI's presence on site, 3) written hard copy or electronic notification for STI to proceed with any of the Services. Issuance of a purchase order by the Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Agreement.
18. **If any conflict exists between the terms of this Agreement and any other Agreement between STI and Client, the terms of this Agreement shall prevail with respect to the Services performed hereunder.**

Soil Technologies, Inc.

SUBSURFACE BORING SUPPLEMENT TO TERMS AND CONDITIONS

SECTION 1 – UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

1.1 – It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise STI of all utilities or services that are located on the site, as well as any underground improvements located on the site. STI will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

1.2 – Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for locating of such utilities prior to penetrations.

1.3 – The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

1.4 – STI will not be responsible for any damages to “non-located” or incorrectly located underground utilities or other man-made improvements.

SECTION 2 – SITE RESTORATION

2.1 – Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of STI to take reasonable precautions to minimize such damage. It is also STI's responsibility to patch penetration holes placed through pavement or slab areas after performance of the penetrations. Otherwise, restoration of the site is the responsibility of the client.

SECTION 3 – CONTAMINATION

3.1 – Client acknowledges and accepts that unavoidable contamination risks may be associated with STI's subsurface penetrations, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the penetration process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and STI agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for STI to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and STI also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

3.2 – Pursuant to risks set forth in Section 3.1, which are inherent with STI's work performed on the Client's behalf, Client agrees to hold harmless and indemnify STI from and against liability associated with contamination resulting there from.

SECTION 4 – LOST EQUIPMENT

Equipment lost in the penetration holes may be required to be retrieved or properly abandoned by government agencies. If required by government agencies to retrieve or abandon equipment, Client agrees to pay STI all cost related to retrieving and/or abandoning such equipment at STI fee schedule rates, unless agreed otherwise.

SECTION 5 – LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that STI characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

Soil Technologies, Inc.

IMPORTANT INFORMATION

ABOUT YOUR GEOTECHNICAL ENGINEERING PROPOSAL

More construction problems are caused by site subsurface conditions than any other factor. As troublesome as subsurface problems can be, their frequency and extent have been lessened considerably in recent years, due in large measure to programs and publications of ASFE/The Association of Engineering Firms Practicing in the Geosciences.

The following suggestions and observations are offered to help you reduce the geotechnical-related delays, cost-overruns and other costly headaches that can occur during a construction project.

HAVE REALISTIC EXPECTATIONS

If you have never before dealt with geotechnical issues, recognize that site exploration identifies actual subsurface conditions only at those points where samples are taken, at the time they are taken. The data derived are extrapolated by geotechnical engineers who then apply their judgment to render an opinion about overall subsurface conditions, their reaction to construction activity, and appropriate foundation design. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock and time. Nonetheless, steps can be taken to minimize risk.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE

The nature of a subsurface exploration — the types, quantities and locations of procedures used — in large measure determines the effectiveness of the geotechnical engineer's report and the design based upon it. Because a comprehensive subsurface exploration program helps reduce uncertainties, it also helps minimize unanticipated conditions, the attendant risk of costly delays and disputes, and even the cost of foundation construction.

Developing a proper subsurface exploration plan is a basic element of *geotechnical design* which should be accomplished jointly by the geotechnical engineer and the client (or the client's professional representatives). This helps assure that the parties involved recognize mutual concerns, and that the client is aware of the technical options available. *If a client develops the subsurface exploration plan without the involvement of a geotechnical consultant, the client assumes responsibility and liability for the plan's adequacy.*

READ GENERAL CONDITIONS CAREFULLY

Most geotechnical engineers include their standard general contract conditions in their proposals.

One of the general conditions most commonly employed may limit the geotechnical consultant's liability to a fixed amount or the fee, whichever is higher. Known as risk allocation or limitation of liability, this approach helps prevent problems to begin with, and establishes a fair and reasonable framework for handling them should they arise. Your ASFE-member geotechnical engineer can provide a document which explains this concept in detail.

Various other elements of general conditions delineate your geotechnical consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, and thereby help all parties recognize who is responsible for different tasks.

In all cases, read your geotechnical consultant's general conditions carefully. Speak with your consultant about any questions you may have.

HAVE YOUR GEOTECHNICAL CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS

Most knowledgeable clients retain their geotechnical engineer to work with other project design professionals who are affected by the geotechnical report. This permits a geotechnical engineer to explain report implications to design professionals affected by them, and to review their plans and specifications to help assure that geotechnical issues have been dealt with adequately. Although some other design professionals may be familiar with geotechnical concerns, none knows as much about them as a competent geotechnical engineer.

OBTAIN CONSTRUCTION MONITORING SERVICES

Most experienced clients also retain their consulting geotechnical engineer to serve during the construction phase of their projects. This permits the geotechnical engineer to be on hand quickly to evaluate unanticipated conditions, to conduct additional tests if required, and — when necessary — to recommend alternative solutions to problems. In addition, the geotechnical consultant can monitor the geotechnical-related work performed by contractors.

RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE

Most consulting geotechnical engineering firms which are members of ASFE are familiar with a variety of techniques and approaches that can be used to help reduce

risks for all parties to a construction project, from design through construction. Speak with your ASFE-member consulting geotechnical engineer not only about geotechnical issues, but others as well, to learn about approaches which may be of genuine benefit. You may also wish to obtain certain ASFE publications. Contact ASFE for a complimentary directory of its publications.

Published by

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OF ENGINEERING FIRMS
PRACTICING IN THE GEOSCIENCES

8811 Colesville Road/Suite G106/Silver Spring, Maryland 20910/(301) 565 2733

0788/3M

ATTACHMENT "B"
SECTION 1
REVENUE PRODUCING HANGARS
MITCHELL REGIONAL AIRPORT
ENGINEER'S DESIGN REPORT

WORK DESCRIPTION	Required Yes - No	PROJ. MANAGER HRS.	PROJ. MAN. ASSOCIATE HRS.	PROJ. ENGR. II HRS.	PROJ. ENGR. V HRS.	DRAFT. SUPER. HRS.	PROJ. ADMIN. HRS.	SURVEYOR III HRS.	TECH. I HRS.	TECH. VI HRS.	SURVEYOR II HRS.	CLERK II HRS.
General Scope of Project												
• Develop scope of work	Y	1		1								
• Delineation of AIP eligible and ineligible work items	Y			1								
• Identify and explain unique and unusual situations	Y			1								
• History of existing system	Y			1								
Photograph												
• Existing site conditions	Y			1								
• Existing safety area deficiencies	N											
Listing of Applicable AIP Standards												
• List AIP Advisory Circulars applicable for current project	Y			1								
Considerations for Airport Operational Safety												
• Proposed phasing and sequencing	Y	1		1								
• Work area limits including pavement closures	Y			1								
• Hauls routes and staging area location	Y			1								
• Impacts to approach procedures	N											
• Impacts to FAA owned NavAids	N											
Pavement Design												
• Geotechnical Report	Y	1		2	4							
• Geotech coordination	Y			4								
• Fleet mix including number of departure operations	N											
• Life-cycle analysis & justification for selection	N											
• Material availability and capacity to deliver	Y			1								
• Existing pavement alternatives	N											
• Subgrade stabilization	N											
• FAARFIELD program results	Y			2								
• FAA Form 5100-1	Y			2								
Drainage Design												
• Delineation of drainage area	Y			1								
• Existing drainage area characteristics and structures	Y			1								
• Storm water runoff calculations	N											

WORK DESCRIPTION		Required Yes - No	PROJ. MANAGER HRS.	PROJ. MAN. ASSOCIATE HRS.	PROJ. ENGR. II HRS.	PROJ. ENGR. V HRS.	DRAFT. SUPER. HRS.	PROJ. ADMIN. HRS.	SURVEYOR III HRS.	TECH. I HRS.	TECH. VI HRS.	SURVEYOR II HRS.	CLERK II HRS.
Airfield Lighting and Signage													
• Description of existing system (age, condition, type)													
		N											
Nav aids													
• Listing of all Nav aids and ownership													
		N											
• Identify impacts to FAA owned navigation aids													
		N											
Pavement Marking													
• Layout of marking conforming to AC 150/5340-1													
		Y			1								
• Temporary markings													
		N											
• Life cycle cost analysis of marking and types													
		N											
Environmental Considerations													
• Storm water management measures													
		Y			1								
• Permits (SD, SWPPP)													
		Y			1								
Sponsor Requested Modifications to AIP Construction Standards													
• Description and justification for all sponsor requested modifications to FAA construction standards													
		Y			2								
Delineation of AIP Non-participating work													
• Identify all work items that are not eligible for AIP participation													
		N											
• Justification for why non-participating work should be allowed as part of an AIP funded project													
		N											
• Establish how non-participating work will be separated from AIP work (schedules, line items)													
		N											
DBE Participation													
• Status of the Sponsor's DBE program													
		Y						1					
• Identify the current year of the 3 year overall goal													
		Y						1					
• Establish project specific goals													
		Y						8					
Project Schedule													
• List critical milestone dates as applicable													
		Y			1								
Engineer's Estimate of Probable Cost													
• Provide an itemized summary of the engineer's estimate of probable construction costs													
		Y			2								
• Separately identify AIP eligible costs and non-eligible costs													
		N											
Preliminary Project Budget													
• Provide a project budget summary that identifies all anticipated project costs													
		Y			1								
Pre-design Meeting													
• Pre-design meeting													
		Y	7		8								
• Minutes from the pre-design meeting													
		Y			1								
TOTAL HOURS													
			10	0	40	4	0	10	0	0	0	0	1

Bob Babcock

From: Dean Marske <Dean@hkgarchitects.com>
Sent: Friday, November 3, 2023 10:21 AM
To: Bob Babcock
Cc: HKG Architects Office
Subject: Mitchell Hangar

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bob, HKG Architects fees for Mitchell Hangar would be \$45,000 for Architectural, Mechanical, Electrical, Structural Design, Construction Documents/Specifications, \$3,000 for Bidding and \$5,000 for Construction Administration – hourly, and \$12,000 for Construction Observation – hourly.

Dean



Dean Marske, AIA
Principal Architect

524 S Arch St ■ PO Box 55
Aberdeen, SD 57402
605 225 6820 ■ (c) 605 380 0590
dean@HKGarchitects.com

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

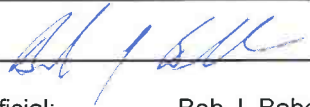
CERTIFICATION OF ENGINEER

I hereby certify that I am the President and duly authorized representative of the firm of Schmucker, Paul, Nohr & Associates, Inc., dba Helms and Associates Corporation, whose address is 416 N Production St., Aberdeen, SD 57401, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;
2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: Helms and Associates Corporation

Signature: 

Name of Corporate Official: Bob J. Babcock

Title: President

Date of Execution: 1-5-24

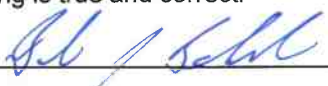
CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: Helms and Associates Corporation

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;
2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;
3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and
4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature: Name of Corporate Official: Bob J. BabcockTitle: PresidentDate of Execution: 1-5-24

CONSULTANT INDIRECT COST RATE CERTIFICATION

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: Helms and Associates CorporationIndirect Cost Rate Proposal: Fiscal Year Ended December 31, 2022Date of Proposal Preparation: October 18, 2023Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 to 12/31/2022

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief.

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature: Name of Corporate Official (Print): Bob J. BabcockTitle: PresidentDate of Certification (mm/dd/yyyy): 1-5-24

**SCOPE OF SERVICES:
Design and Construction of the Revenue Producing Hangar
Mitchell Municipal Airport
Mitchell, South Dakota**

Helms and Associates (Engineer) will arrange for SD Registered Professional Engineers to provide professional services required to complete environmental studies, all necessary field surveying, geotechnical investigation, preparation of design reports, and all appurtenances for the preparation of construction plans and specifications for the PROJECT. HKG Architects (the Subconsultant) will provide airport architectural services to the Engineer.

The PROJECT shall include the design of a revenue producing hangar. This work includes construction of a revenue producing hangar, grading, aggregate base course, PCC pavement, topsoiling, seeding and other items of related construction.

PHASE 1 - PLANNING AND CONCEPTUAL DESIGN

The consultant will complete its evaluation of alternatives through contacts with local authorities and review of the pre-application, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids.

Activities include:

1. Coordination with airport operations, facilities, and maintenance to minimize impacts in day-to-day operations of the users.
2. Coordination with the airport's project manager for required survey information. The project shall be surveyed utilizing standard surveying practices as required to prepare preliminary and final contract plans.
3. Prepare the necessary environmental documentation in accordance with FAA Order 1050.1F, Environmental Impacts: Policies and Procedures and FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. Preparation of the Documented CATEX sketch will include construction impacts to the airport including staging area, access road, and other related items.
4. Assist with coordinating the performance of a geotechnical investigation and analysis, required for the design.
5. Preliminary Field Investigation for identification of work to be accomplished and quantity evaluation.
6. Preparation of a preliminary estimate of probable construction costs and schematic design for each element of the project following the recommended outline of the Engineer's Design Report.
7. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations.
8. Determine aircraft usage through coordination with Airport staff and information furnished by the sponsor. Design the pavements to meet the anticipated aircraft traffic.

PHASE 2 - PRELIMINARY DESIGN ENGINEERING PHASE ACTIVITIES

1. Evaluate local conditions, including but not limited to: local material suppliers, sources, and capabilities.
2. Review and evaluate project layout.

- a. Verify master plan dimensions and data following guidance from the most current version of AC 150/5070-6 Airport Master Plans.
 - b. Review findings and recommendations with airport personnel.
3. Complete necessary topography and site surveying, including establishment of project control points as outlined in AC 150/5300-16.
4. Complete preliminary site plan for design of the revenue producing hangar.
5. Provide recommendations for construction phasing to the sponsor for their review.
6. Complete estimates of probable construction costs.
7. Provide five sets of review documents.
8. Complete the preliminary design report including:
 - a. Provision of completed geotechnical investigation (AC 150/5320-6).
 - b. Topographical survey (AC 150/5300-16).
 - c. Preliminary plans.
 - d. Estimates of probable construction costs.
 - e. Final summary and recommendations.
 - f. Phasing and scheduling recommendations (AC 150/5370-2).
9. Solicit comments on preliminary design from airport personnel, SDDOT and the FAA.

PHASE 3 - FINAL DESIGN

In the final design phase, the consultant will provide well-defined construction requirements, with selected bid alternatives as appropriate to provide a basis for competitive construction bids. Construction schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. Assist the airport with the advertisement, notification of local airport users, and generally complete the final construction contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project following the FAA Review of Construction Plans and Specifications for AIP funded Projects Standard Operating Procedure (SOP).
3. Develop specifications using the most recent version of Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the sponsor.
4. Develop a construction safety phasing plan in accordance with the most recent version of AC 150/5370-2, Operational Safety on Airports during construction.
5. Design all improvements in accordance with FAA standards and guidelines or in accordance with approved Modifications to Standards following FAA Order 5300.1.
6. Coordinate the design of the project with existing and ultimate grades established at adjacent areas.
7. Provide for all required design of utilities and services within the area defined in the preliminary design.
8. Complete final quantity calculations.

9. Solicit sponsor and FAA review and approval.
10. Provide 5 sets of contract documents.
11. Assist airport with preparation of the FAA grant application.
12. The following project schedule will be utilized unless otherwise approved by the sponsor: All existing aircraft operation areas shall remain open. Lighted barriers shall be installed on the edge of the work area to separate construction personnel from aircraft operations.
13. The consultant will evaluate the feasibility of the budget and keep the sponsor apprised during each phase of the design. The consultant will advise the sponsor as to options available for reducing construction costs to stay within the budget, if it appears that it is likely estimated bid prices will exceed the budget.

The design schedule is anticipated to be as follows:

FAA/SD-SDDOT Review/Comments of Scope – 10/30/2023
SD-DOT Office of Air, Rail, & Transit Authorization of Consultant Contract – 10/30/2023
Sponsor Contract Execution – November 6, 2023
Start Design – December 4, 2023
50 Percent Design Review – January 15, 2024
Complete Design, Submit Estimates, Plans and Specs for Review – 2/1/2024
Advertise for Bids – March/April, 2024
Open Bids – April/May, 2024 (dependent on Federal Register Notice)
Prepare Award Memo/Grant Application – April/May, 2024 (dependent on Federal Register Notice)
Award Construction Contract – June, 2024
Construction Contract Executed – June, 2024
Construction Notice to Proceed – June, 2024
Complete Project – December, 2024

PHASE 4 - BIDDING & CONSTRUCTION SERVICES

During the bidding and construction phases of the project, the consultant will assist the sponsor with solicitation of bids, and will monitor construction and document progress for quality and cost. The consultant will also review contractor payment requests, complete necessary quality assurance testing, establish necessary survey control, continually inform the sponsor on project progress and problems, conduct the final project inspection, and complete the associated certification.

Activities include:

BIDDING

1. Assist airport with advertising and obtaining bids and interpretation of project requirements.
2. Maintain a record of prospective bidders to whom bidding documents have been issued.
3. Issue addenda as appropriate to interpret, clarify, expand, or amend the bidding documents.
4. Assist the airport in determining the qualifications and acceptability of prospective contractors, subcontractors, and material suppliers.
5. Advise the airport on the acceptability of alternative materials and equipment proposed by the prospective constructors when substitution prior to the award of contracts is allowed by the bidding documents.
6. Attend the bid opening, prepare bid tabulation, assist the airport in evaluating bids or proposals and in assembling and awarding contracts for construction, and post bid tab to Helms & Associates website.
7. Solicit and review bonds, insurance certificates, construction contract, etc.

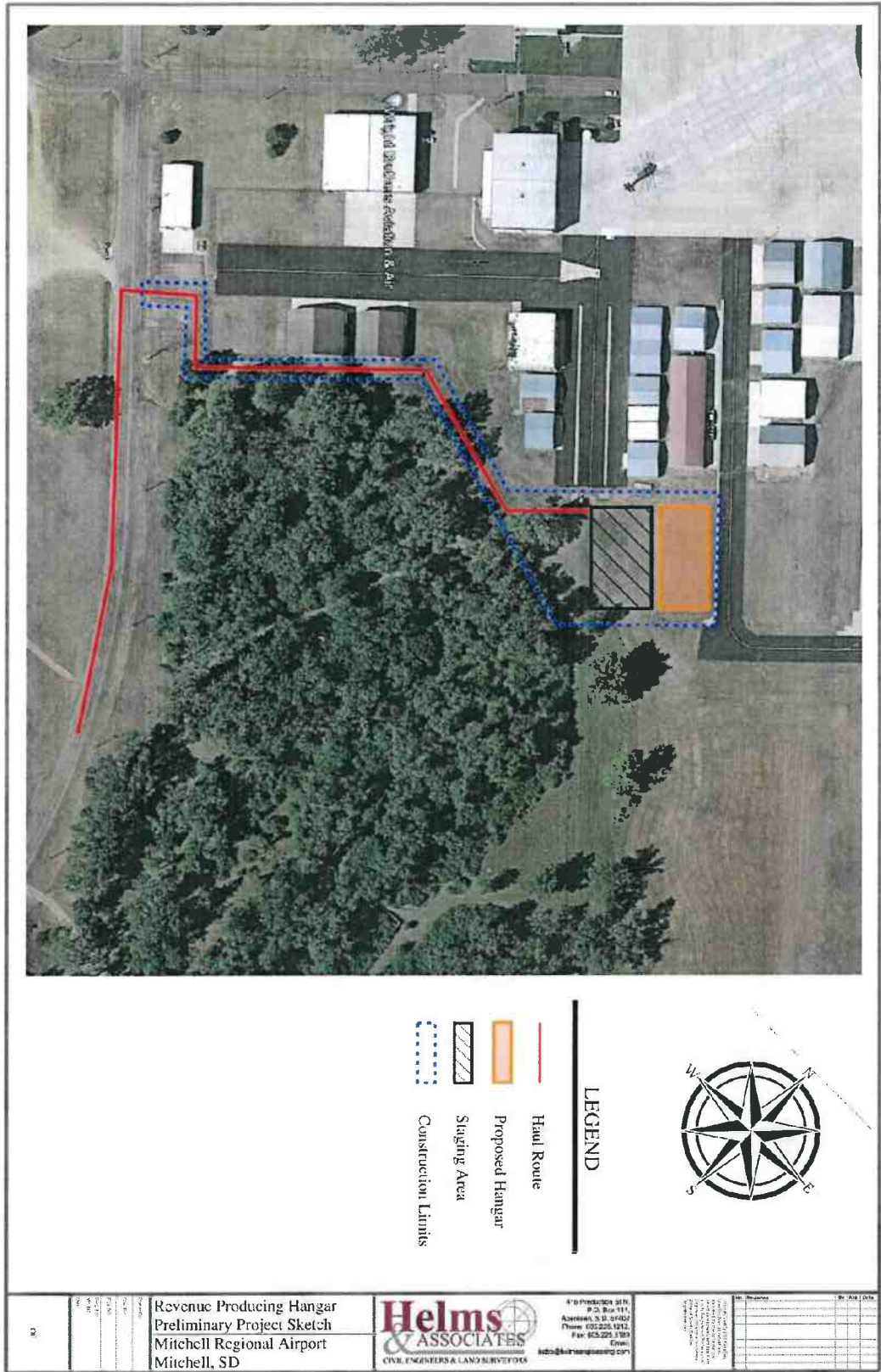
CONSTRUCTION SERVICES

Anticipated Timeline and Personnel:

The construction of this project is anticipated is to be determined. We anticipate approximately 16 site visits during construction with an on-site engineer/technician. We will be performing all of the density testing (earthwork, recycled, base course) and all construction staking (initial grade stakes, subgrade blue-tops, subbase blue-tops, base course blue-tops, paving hubs, and storm drainage) for the project.

A list of anticipated tasks is attached. We are assuming bi-weekly virtual construction meetings for the duration of the project, as well as, 2 additional City Council/Airport Board meetings.

1. Prepare the agenda and preside over preconstruction conference.
2. Establish horizontal and vertical control and layout of the work by a State Licensed Land Surveyor. All lines, grades, and measurements from control points necessary for the proper execution and control of the work will be provided.
3. Review of all submittals, laboratory reports, and shop drawings on materials and equipment.
4. Provide services of a full-time resident project representative and support staff as required, to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
5. Provide technical assistance and recommendations to the sponsor during construction. Issue any instructions from the sponsor to the contractors.
6. Prepare change orders and supplemental agreement, if required.
7. Prepare and submit observation reports.
8. Prepare and confirm monthly payment request.
9. Conduct necessary quality assurance testing and monitor the contractor's quality control testing.
10. Conduct and document periodic wage rate interviews, if necessary.
11. Conduct a final project inspection with airport personnel, the FAA, and the contractor.
12. Prepare as-constructed drawings from information furnished by the contractor.
13. Survey & submit the as-built information into the Airport Data and Information Portal, as applicable.
14. Include submittal of required closeout documentation, including necessary testing results, if applicable.



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:	February 5, 2024	Requested By:	Mike Koster
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Action to Approve Agreement #A2024-08, James Valley Drug Task Force Joint Powers Agreement		
Explanation/Background of Agenda Item Requested:	The James Valley Multi-Jurisdictional Drug Task Force Joint Powers Agreement would be made between the City of Mitchell and the following counties: -Aurora County -Davison County -Hanson County -Sanborn County The agreement's purpose and objective is to create the James Valley Drug Task Force for the purpose of combining and coordinating their law enforcement investigative services. This agreement shall begin on the 1st day of February, 2024 and continue for a period of one year. This agreement will be considered for approval by the members every year thereafter. It is requested that approval be given to Mayor Bob Everson and Chief Michael Koster to be authorized to sign this agreement.		

JAMES VALLEY MULTI-JURISDICTIONAL DRUG TASK FORCE JOINT POWERS AGREEMENT

AGREEMENT made between the following:

1. The County of Aurora, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
2. The County of Davison, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
3. The County of Hanson, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
4. The County of Sanborn, a duly created and existing county under and by virtue of the Constitution and laws of South Dakota, acting by and through its elected and authorized County Commissioner and its duly elected Sheriff;
5. The City of Mitchell, acting by and through its duly elected and authorized Mayor and its duly appointed Chief of Public Safety; and that all of the above enumerated entities listed in item one through four (1-4) shall hereinafter be referred to as Parties.

RECITALS

WHEREAS, SDCL 1-24-2 et seq. authorizes any county, municipality or other public agency of the State of South Dakota to jointly exercise and enjoy powers, privileges or authority; and,

WHEREAS, SDCL 34-20B-58 et seq. authorizes the several counties and municipalities of the State to establish funds and make appropriations and expend such funds confidentially for the purpose of making purchases and acquisitions of drugs and substances which are illegal, when such purchases are necessary to obtaining drug convictions; and,

WHEREAS, the sale and distribution of illicit drugs within the James Valley Multi-Jurisdictional Drug Task Force's (hereinafter Task Force) geographical area has spread beyond county lines and has become a regional concern; and,

WHEREAS the parties to this AGREEMENT have met to determine how best to stop the increased sale and distribution of illicit drugs; and,

WHEREAS, the Attorney's General's Task Force on Drugs is required by law to initiate asset and conveyance forfeitures under SDCL 34-20B; and,

WHEREAS, it is the consensus of opinion of the Parties hereto that current drug enforcement is too localized, fragmented and understaffed, resulting in piecemeal investigations and prosecution; and,

WHEREAS, the Parties agree that there is a need for a more regionalized concept for drug enforcement, to include, but not limited to, one central reporting and drug enforcement information system and at least one full time Special Drug Investigator employed by the Mitchell Police Division operating primarily within the geographical area of the Multi-Jurisdictional Drug Task Force; and the assistance of the Division of Criminal Investigation and,

WHEREAS, each governing body has reviewed and approved this Agreement and has designated its governing body representative to execute this Agreement herein referred to as the Task Force Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations herein contained, and in consideration of the participation in the benefits to be derived from the Task Force Agreement, the Parties hereto agree as follows:

PURPOSES AND OBJECTIVES

1. The aforementioned Parties, having organized Sheriff's Offices and Police Departments, hereby enter into this Agreement to create the JAMES VALLEY DRUG TASK FORCE for the purpose of combining and coordinating their law enforcement investigative services to do the following:
 - a. Establish a regional unit to accept, catalog, file and collect information concerning the use, sale and distribution of illicit drugs, marijuana, and controlled substances, which information will be shared with and by the Criminal Statistics Analysis Center, South Dakota Office of Attorney General.
 - b. Arrange for the exchange of information between City, County, State and Federal law enforcement agencies concerning the use, sale and trafficking of illicit drugs, marijuana, and controlled substances.
 - c. To employ at least one full time Special Drug Investigator who is employed by the Mitchell Police Division and who shall be cross-deputized as a law enforcement officer for each jurisdiction within the Task Force, and pay for the expenses as determined by the Board of Directors (Drug

Advisory Board) for the purpose of providing drug-related investigative assistance to local law enforcement agencies within the Task Force.

- d. Enhance the investigation, prosecution, and conviction of multi-jurisdiction illicit drug, marijuana, and controlled substances conspiracies and conspirators.
- e. Reduce the number of fractional and duplicative investigations and prosecutions.
- f. Increase the use of civil remedies to recover assets traceable to criminal activity.

BOARD OF DIRECTORS (DRUG ADVISORY BOARD)

A. Composition.

1. The Board of Directors for the James Valley Drug Task Force shall consist of at least five (5) members consisting of the following:

- a. The duly elected or appointed Sheriff from each participating county, or their authorized representative.
- b. The Chief of Public Safety from the City of Mitchell, or their authorized representative.

Plus three ex-officio members:

- c. One (1) representative from the South Dakota Division of Criminal Investigation. Ex-officio.
- d. One (1) representative from the South Dakota Highway Patrol. Ex-officio.
- e. The Project Coordinator. Ex-officio.

B. General Powers.

1. The Board of Directors may:
 - a. Adopt, amend and repeal bylaws, rules and regulations consistent with South Dakota law.
 - b. Maintain an office at such place or places within the State as it may designate.

- c. Make and execute contracts and all other instruments necessary or convenient for the performance of its duties and the exercise of its powers.
- d. Receive and accept from any source aid or contributions of moneys, property, labor, or other things of value to be held, used and applied to carry out the mission of the Task Force.
- e. Cooperate with and exchange services, personnel and information with any Federal, State, or Local government agency.
- f. Do any act necessary or convenient to carry out the purposes of this Agreement.

C. Duties and Functions.

1. Functions of the Board of Directors of the Task Force:

- a. The Coordinator, who shall be a law enforcement officer, elected from the Board membership shall preside at the Board of Director meetings.
- b. The Coordinator shall file with the Chief Executive Officer of each participating governing body an annual written report setting forth necessary information to satisfy South Dakota law concerning the accounting of funds. In addition, the Coordinator shall report on the operations and activities to the extent he can do so. In making reports to the governing bodies he shall take proper precautions to maintain security and protect confidential information and sources.
- c. The Coordinator shall act as the immediate supervisor of the Special Drug Investigator(s) and any personnel assigned to the Task Force, and of the day-to-day activities of the overall project. The Coordinator may authorize expenditures up to \$1,500 for the routine operating expenses of the Task Force. The Coordinator shall report to the Board of Directors.
- d. Have the authority to appoint at least one (1) Special Drug Investigator for the purpose of providing drug-related investigative assistance to local law enforcement agencies within the geographical area of the Task Force to gather evidence of criminal violations of South Dakota laws relating to the production, use, possession and trafficking of illicit drugs, marijuana, and controlled substances, and investigation of related criminal activity.
- e. The agent that is appointed will be cross-deputized as a Drug Investigator(s) from each jurisdiction participating in the Task Force.

- f. Authorize the expenditures of funds to hire any other employees, which are necessary to fulfill the objectives of the Task Force. The Board of directors shall determine the salary of all employees and authorize expenditures for their expenses at State approved rates. Confidential Informants used by the Task Force shall not be subject to board approval, but shall be hired by the Coordinator.
- g. The agent appointed as Drug Investigator will remain a full-time employee with the City of Mitchell and shall receive all the benefits of a City of Mitchell Police Officer.

D. Voting Requirements.

- a. The Board shall hold at least two (2) regular meetings each year to review and oversee the operations and activities of the Task Force.
- b. A quorum of the members of the Board of Directors must be present to hold a meeting. Each member shall have one equal vote on all decisions put before the Board.
- c. All substantive policy decisions and fiscal authorizations of more than one thousand five hundred dollars (\$1,500.00) shall require approval of a majority of the members present.
- d. Special meetings may be called at the discretion of the Chairman, the Project Coordinator, or when requested by a majority of the membership.
- e. A two-thirds majority of the voting members of the Board of Directors must approve any amendment to the bylaws drafted by the participants. This Agreement may not be amended without the mutual consent of the Board.

FUNDING AND LIABILITY SHARING

- 1. Appropriations from the participating counties and municipalities and monies from the Attorney General's Task Force on drugs and other available sources shall finance the operation and activities of the Task Force. Each Party's share shall be based upon a reasonable formula as agreed upon by the Board of Directors of the Task Force.
 - A. The Parties based upon the pro rata formula agreed upon by the Board of Directors shall provide funds necessary to fulfill the purposes of this Agreement.

- B. Drug buy funds shall be deposited in a Federally insured institution within the State of South Dakota, in a separate account, and under no circumstances shall such funds be commingled with any other funds from any source. This account shall be separate from the account referred to in 1.A immediately above.
 - C. Asset forfeiture funds shared with the Drug Task Force shall be deposited in a Federally insured institution within the State of South Dakota. This account shall be separate from the accounts referred to in 1.B.
- 2. Any liability, occurring as a consequence of the activities of any employee hired by the Task Force, while operating within the scope of their assigned duties, over and above the sum covered by any insurance policy, shall be shared on a pro rata basis proportionate to the sum invested by each participating unit of local government. Nothing within this Agreement, however, is intended or shall be construed as a waiver of any Party's sovereign immunity.
 - 3. Property belonging to the Task Force may be assigned or checked out to various members of the Task Force. Any property that is checked out shall be insured by the member's employer. Any uninsured loss of property checked out to members, shall be the responsibility of the member's employer.

MISCELLANEOUS PROVISIONS

- 1. County and municipal law enforcement shall cooperate with the Special Drug Investigator position of the Mitchell Police Division in the following manner:
 - A. Whenever local law enforcement gathers information or evidence concerning the use, sale and distribution of illicit drugs, marijuana, and controlled substances, that information shall be promptly forwarded to the Task Force's Special Drug Investigator of the Mitchell Police Division to be cataloged and filed.
 - B. Execute and serve search warrants, arrest warrants, administrative inspection warrants, subpoenas and summons at no cost to the Task Force, seizures of property, cooperate and assist Special Drug Investigator of the Mitchell Police Division in ongoing investigations as might be requested.
- 2. Any motor vehicle, boat, aircraft, conveyance or asset which shall be seized by a participating law enforcement agency in connection with arrest of any individual as a result of a Task Force investigation in accordance with South Dakota law, shall become the property of the State of South Dakota for its use in drug related activities, at the discretion of the Attorney General.

3. All disputes between participating law enforcement agencies arising from the operations and activities of the Task Force shall be settled by the Board of Directors.
4. All news releases pertaining to drug arrests within the geographical area of the Task Force region shall be formulated by the Board of Directors and released by the Project Coordinator or designee of the Board of Directors.
5. This agreement shall begin on the 1st Day of February 2024 and continue for a period of one year. This agreement will be considered for approval by the members every year thereafter.

TERMINATION

1. Any Party desiring to terminate its participation in this Agreement shall indicate such intent in writing by its Chief Executive Officer or elected official to the Board of Directors, Attorney General, and other participating governing body's Task Force members. Termination of participation in the Agreement by such participant shall be deemed to be effective sixty (60) days after receipt of such notice. Individual Parties terminating the Agreement are not entitled to a refund of any monies paid into all bank accounts, however, all other assets accumulated by the Task Force shall be dispersed to the terminating member based upon the same pro-rata formula used for assessments.
2. This Agreement may be terminated and the Task Force dissolved upon majority vote of the Board. Upon termination **by all** of the participants, the Parties shall dispose of all property or assets remaining based upon the same pro rata formula used for assessments.

IN WITNESS WHEREOF, **we have set our hand and seal this ____**, day of ____
_____, **2024** (*Complete date).

Chairperson, Aurora County
Board of Commissioners

Aurora County Sheriff

*add date that agreement was signed to the top of this page

Chairperson, Davison County
Board of Commissioners

Davison County Sheriff

*add date that agreement was signed to the top of this page

Chairperson, Hanson County
Board of Commissioners

Hanson County Sheriff

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Chairperson, Sanborn County
Board of Commissioners

Sanborn County Sheriff

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Mayor
City of Mitchell

Chief of Public Safety
City of Mitchell

*add date that agreement was signed to the top of this page

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:	February 5, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	619-45220-43200 \$ 678,736.60 plus \$120,000 supplement		
Agenda Item:	Action to Approve Agreement #A2024-09, Tornado Safe Room Grant Award Project #2023-33 with SD Department of Emergency Management		
Explanation/Background of Agenda Item Requested:	Action to Approve Agreement #A2024-09 to Accept Hazard Mitigation Grant DR-4527-HMGP-14R. The Council approved the application for a Hazard Mitigation Grant at their May 16, 2022 Council Meeting. The City has received notification that we were awarded \$535,292.01 Federal share and \$59,476.89 State share for a total of \$594,768.90 Grant for the project. This grant will be used to build a 158 person occupancy Safe Room at the Lake Mitchell Campground per FEMA 361 Standards. This project has been identified in the Predisaster Mitigation Plan. The City of Mitchell will have to pay for the bathrooms and showers not covered by FEMA. Estimated project cost is \$604,894 for a 1,980 square foot building of which the City of Mitchell estimated share is \$81,055. Staff recommends council approval of the grant and approve the Mayor to sign on their behalf.		

01/19/2024

City of Mitchell
Bob Everson, Mayor
612 N Main St.
Mitchell, SD 57301-2620

Re: Hazard Mitigation Grant Program (HMGP) Award –DR-4527-HMGP-14R

Dear Mr. Mayor:

A grant award has been approved through the Hazard Mitigation Grant Program Grant. This award is to the City of Mitchell to construct a 1,935 square foot multi-purpose saferoom at the Lake Mitchell campground that will shelter up to 158 people during severe weather.. The federal share will not exceed \$535,292.01. Your entity has been awarded a 10% state share for \$59,476.89. Should the total eligible project cost be less than \$594,768.90, the respective federal, state, and sub-applicant share will be reduced accordingly. **Please sign and return the Sub-Recipient Agreement and the Environmental Report to the Office of Emergency Management.**

Ensure all environmental/historical preservation requirements are complied with in the execution of this project per the enclosed FEMA Environmental Report. Any deviation from the original scope of work will require a written request for a change of scope. This request will identify the proposed change of scope and address any adjustments of the total project cost and/or work schedule. Work cannot progress with regard to the request for change of scope until authorization has been received from the state to proceed.

A quarterly report must be submitted by the **15th of April** and then quarterly thereafter until the project has been completed. Quarterly reports are due the 15th of January, April, July, and October. **Please review paragraph 30 for further details.** Should you have any questions, please contact me at (605) 773-3231.

Respectfully,



Jim Poppen
Mitigation Manager/State Hazard Mitigation Officer

CC:

File
Jeff Bathke, Davison County EM
Adam Frerichs, Regional Coordinator

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT**

**Sub-Recipient Agreement
Between**

City of Mitchell
612 N Main St.
Mitchell, SD 57301-2620

State of South Dakota
Department of Public Safety
Office of Emergency Management
118 W. Capitol Ave.
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) is included in Exhibit A and, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-Recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

A. The Sub-Recipient will undertake and complete the work or performance as follows: to construct a 1,935 square foot multi-purpose saferoom at the Lake Mitchell campground that will shelter up to 158 people during severe weather.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR-4527-HMGP and the amounts are indicated in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

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

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

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

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

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

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

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

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

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

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

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

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

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

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

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

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient. The State will prepare the closeout documents consisting of: 1-Request to close the grant, 2-Final Mitigation Project Work Schedule and Performance Report, 3-Written justification all environmental Conditions were met. The State will provide the completed documents to the sub-recipient for review for accuracy or corrections and upon verification of accuracy documents, sub-recipient will sign and return to the State. This will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

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

11. SUB-RECIPIENT IDENTIFICATION:

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

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

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

13. THIRD PARTY BENEFICIARIES:

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

14. COST PRINCIPLES:

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

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this

Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

16. FUNDING:

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

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

18. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. SUPERCESSION:

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

20. SEVERABILITY:

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

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

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

18. CONFLICT OF INTEREST:

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

19. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

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

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

C. AGENCY OR GRANT SPECIFIC CLAUSES

21. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

22. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

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

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

23. CHANGES IN SCOPE OF WORK:

All conditions stated in the project's environmental document must be followed. This project cannot be changed or altered in any way without written authorization from the state and FEMA. A change in scope is any change from the description of the project as approved. Examples include increasing the number of structures, adding new structures in an acquisition, and changes to engineering design. Proposed changes must be formally submitted to the state for review. The applicant must obtain approval from the State and FEMA before proceeding with any changes to the project or federal funding will be jeopardized. Changes may require additional environmental review.

24. REIMBURSEMENTS:

The federal share will not exceed \$535,292.01. Should the total eligible project cost be less than \$594,768.90, the respective federal and sub-applicant share will be reduced accordingly. All reimbursements will be made to maintain the original grant cost share.

25. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30. Failure to submit quarterly reports may result in termination of this grant agreement.

26. FEDERAL REGULATIONS:

The Sub-Recipient shall comply with Unified Hazard Mitigation Assistance Grant Program Guidance, 2 CFR Part 225, The Robert T. Stafford Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5206 (Stafford Act), Title 44 of the Code of Federal Regulations (CFR), and 31 CFR 205.6.

27. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

28. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

29. RECORD OF ENVIRONMENT CONSIDERATION:

Sub-Recipient will read and comply with the Record of Environmental Consideration (REC), which is attached as Exhibit B.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature

Date

State - SD Office of Emergency Management Hazard Mitigation Grant Program
Administrator

Date

State – Director of SD Office of Emergency Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its Unique Entity Identifier (SAM)) number:
City of Mitchell
- b. Sub-Recipient's unique entity identifier Unique Entity Identifier (SAM) number: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): DR-4527-HMGP-14R
- d. Federal Award Date: 01/18/2024
- e. Sub-award Period of Performance: 08/05/2023-01/02/2027
- f. Amount provided by State/Grantor: \$594,768.90
- g. Amount matched by Sub-Recipient: \$0.00
- h. Total Grant Amount: \$594,768.90
- i. Amount of federal funds obligated to the Sub-Recipient by this agreement: \$535,292.01
- j. Total amount of federal funds obligated to the Sub-Recipient: \$535,292.01
- k. Total amount of the federal award committed to the Sub-Recipient: \$535,292.01
- l. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: to construct a 1,935 square foot multi-purpose saferoom at the Lake Mitchell campground that will shelter up to 158 people during severe weather.
- m. Name of Federal awarding agency: Federal Emergency Management Agency (FEMA)
Pass-through entity: South Dakota Office of Emergency Management
Contact information for awarding official of the Pass-through entity: 118 W. Capitol Ave., Pierre, SD 57501-2479
ATTN: SHMO 605-773-3231
- n. CFDA No(s) and Name(s): 97-039 - Hazard Mitigation Grant Program
- o. Is the grant award for research and development (R&D)? YES ____ NO XX
- p. Indirect Cost Rate for federal award: N/A

EXHIBIT B FEDERAL EMERGENCY MANAGEMENT AGENCY

01:32:35

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0014-SD (R) (1)

Title: City of Mitchell Lake Mitchell Safe Room, Davison County, SD

NEPA DETERMINATION

Non Compliant Flag: No **EA Draft Date:** 05/18/2011 **EA Final Date:** 06/01/2011
EA Public Notice Date: 05/18/2011 **EA Fonsi** 06/01/2011 **Level:** EA
EIS Notice of Intent **EIS ROD Date:**

Comment The City of Mitchell, SD proposes constructing a 1935 SF safe room at the Lake Mitchell campground. When not in use as a storm shelter, it will function as a restroom, shower facility, and storage space. This shelter will be located at Lake Mitchell campground, 43.735200, -098.027700 Davison County. Project fits alternatives evaluated in the final Programmatic Environmental Assessment for Hazard Mitigation Safe Room Construction, FONSI signed June 2011. - mhansen6 - 01/04/2024 20:34:55 GMT

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The project is located in flood zone X per FIRM panel number 46035C0157C (eff. 09/29/2010). The project has no potential to impact floodplain function or resources. No further floodplain review is required under the 8-step process. - mhansen6 - 01/04/2024 21:16:13 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Construction activities will not result in permanent adverse impacts to wetlands. - mhansen6 - 01/04/2024 21:16:35 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	Minority or low-income populations were identified through program coordination and public involvement, state EJ community lists or maps, or EJSCREEN reports for the area around (insert project address here). Review of the project scope of work revealed no adverse effects on these populations. Therefore, no additional

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0014-SD (R) (1)

Title: City of Mitchell Lake Mitchell Safe Room, Davison County, SD

Environmental Law/ Executive Order	Status	Description	Comment
			review for potential EJ concerns is required. The maps, reports, and other information are saved to the project files. - mhansen6 - 01/04/2024 21:16:50 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The USFWS Information for Planning and Conservation System (IPaC) was accessed to obtain a list of federally listed threatened and endangered species that have the potential to occur in the project areas. The following listed threatened, endangered, and candidate species have the potential to occur at the project site: Northern Long-eared Bat, Tricolored Bat, Red Knot, Whooping crane, Topeka Shiner, Monarch Butterfly. Based on the project location and individual scope of work, FEMA has determined that the proposed projects may effect listed threatened, endangered, and candidate species. See project conditions. - mhansen6 - 01/04/2024 21:02:08 GMT
	Completed	May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence attached) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. Attached SHPO concurrence with this determination

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0014-SD (R) (1)
Title: City of Mitchell Lake Mitchell Safe Room, Davison County, SD

Environmental Law/ Executive Order	Status	Description	Comment
			was received, dated December 8, 2023. See project conditions. - mhansen6 - 01/04/2024 20:59:24 GMT
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
State Fish, Wildlife and Natural Heritage Laws	Completed	Review concluded	See Project Conditions. - mhansen6 - 01/04/2024 21:15:34 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	See Project Conditions. - mhansen6 - 01/04/2024 21:04:59 GMT
State Water and Soil Laws	Completed	Review concluded	See Project Conditions. - mhansen6 - 01/04/2024 21:05:42 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

All tree removal must occur between November 1st and April 14th during the Northern Long Eared Bat inactive season.

Source of condition: Endangered Species Act (ESA) Monitoring Required: No

1. All work, including project staging, must be confined to previously disturbed soils, roads, and/or existing right-of-way.

2. If cultural materials are inadvertently discovered during construction, the applicant must cease activity and contact FEMA and the SD SHPO immediately.

3. Fill materials (i.e., soils) must be obtained on-site from within the project APE or from previously approved sources (SD State Licensed Pits, existing commercial sources, existing contractor or County Stockpiles); otherwise, additional coordination with FEMA and the South Dakota SHPO will be required to obtain necessary approvals.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4527-0014-SD (R) (1)

Title: City of Mitchell Lake Mitchell Safe Room, Davison County, SD

The sub-applicant is responsible for following the guidelines outlined by the SD Game, Fish and Parks response letter dated 1/27/2020.

Source of condition: State Fish, Wildlife and Natural Heritage Laws

Monitoring Required: No

If contamination is encountered or created during construction activities, the town of Mitchell, or its designated representative, must report the contamination to SD DANR at 605.773.3153. Any contaminated soil encountered or created must be temporarily stockpiled and sampled to determine disposal requirements.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

1. Any construction activity that disturbs one or more acre(s) of soil will require a storm water permit. For more information or to obtain a storm water permit, please contact SD DANR at 1-800-SD-Storm.
2. Best Management Practices (BMPs) for sediment and erosion control must be incorporated into the planning, design, and construction of the project.
3. A Surface Water Discharge Permit may be required if any construction dewatering should occur as a result of this project.
4. The sub-applicant is responsible for following the Surface Water Quality Program guidelines outlined by the SD Department of Agriculture and Natural Resources response letter dated 5/26/2022

Source of condition: State Water and Soil Laws

Monitoring Required: No

1. The project sponsor must obtain and comply with all applicable permit and approvals required by federal, state, tribal and local regulatory agencies.
2. Standard best management practices for equipment maintenance, noise and dust abatement, worker protection, traffic control, fire safety, transportation of hazardous and contaminated materials, etc. must be implemented during project activities in accordance with the requirements of local, state, and federal regulations and guidelines.

Source of condition: NEPA Determination

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

I have read and understand the environmental conditions of this project. If any questions arise from this project, we will contact the Office of Emergency Management.

Applicant Agent

Date _____



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	February 5, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action on Agreement #A2024-10, Tax Increment District 32 Developer Agreement		
Explanation/Background of Agenda Item Requested:	This item relates to the previously approved Tax Increment District 32 for the Krohmer Property (Old Shopko Building). This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

Agreement A2024-10

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

Between

Krohmer Properties LLC,
a South Dakota limited liability company,

and the

City of Mitchell, South Dakota

Dated as of February ____, 2024

THIS AGREEMENT is made effective as of the _____ day of February, 2024, between KROHMER PROPERTIES LLC, a South Dakota limited liability company (“Developer”), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the “City”).

SECTION 1. The City created Tax Increment District Number Thirty-two (TID #32) by resolution dated January 16, 2024. The purpose of TID #32 is to provide funds to assist in the reconstruction and remodeling of an abandoned building consisting of approximately 72,000 square feet, located at 1900 North Main Street, Mitchell, South Dakota, pursuant to Tax Increment District Number 32, City of Mitchell Tax Increment Project Plan (the “Project Plan”).

SECTION 2. The City approved the Project Plan for TID #32 on January 16, 2024.

SECTION 3. The estimated Project costs to be paid by TID #32, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project	Number of Projects	Location	Amount	Reference
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs)		District	0	11-9-15(1)
Financing Costs		District	0	11-9-15(2)
Real Property Assembly		District	0	11-9-15(3)
Professional Fees		District	0	11-9-15(4)
Administrative Costs		District	0	11-9-15(5)
Relocation Costs		District	0	11-9-15(6)
Organizational Costs		District	0	11-9-15(7)
Discretionary Costs and Grants	1	District	\$527,250	11-9-15(8)
Eligible Project Costs			\$527,250	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed \$527,250 during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the “Act”). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the

execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #32 has or will be certified by the South Dakota Department of Revenue at \$1,557,071.

SECTION 6. Financing for TID #32 shall be secured by the Developer procuring financing to fund the TID improvements through Developer-advanced funds; however, should the self-funding become unfeasible, the Developer may seek other financing at Developer's sole risk and expense. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer's improvement of the TID under this Agreement. The Grant shall constitute "proceeds" under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a "zero interest" TID, meaning that City's only obligation is to pay on the tax increment received from TID #32 to Developer pursuant to the terms of the Project Plan.

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

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

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer within five (5) years of the date of the creation of this TID #32 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #32.

SECTION 8. All positive tax increments received in Tax Increment District Number Thirty-two shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Thirty-two Fund," hereinafter referred to as the "Fund," pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 32 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge

against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #32. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 32, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this _____ day of February, 2024.

KROHMER PLUMBING LLC

By _____
Frank Krohmer, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of February, 2024, before me, the undersigned officer, personally appeared Frank Krohmer, who acknowledged himself to be a Member of Krohmer Properties LLC, a South Dakota limited liability company, and that he as such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as a Member.

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

Notary Public

My Commission Expires:

Dated this _____ day of February, 2024.

CITY OF MITCHELL

(SEAL)

By _____
Its Mayor

ATTEST:

City Finance Officer

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of February, 2024, before me, the undersigned officer, personally appeared Robert B. Everson, Jr. and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell.

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

Notary Public

My Commission Expires:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	February 5, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-05, Plat of Tract 1 of Gene's Addition in the NW 1/4 of Section 34, T 104 N, R 61 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Tract 1 of Gene's Addition in the NW 1/4 of Section 34, T 104 N, R 61 W of the 5th P.M., Davison County, South Dakota; as requested by Craig & Gene Stehly. Planning Commission motioned to approve; 5 aye, 0 nay, 2 absent. Motion carried. See Planning Commission Unsigned Minutes 01-22-24.		

RESOLUTION #R2024-05

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 22nd day of January, 2024; and

WHEREAS, it appears from an examination of the plat of TRACT 1 OF GENE'S ADDITION IN THE NW 1/4 OF SECTION 34, T 104 N, R 61 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of TRACT 1 OF GENE'S ADDITION IN THE NW 1/4 OF SECTION 34, T 104 N, R 61 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 5th day of February, 2024.

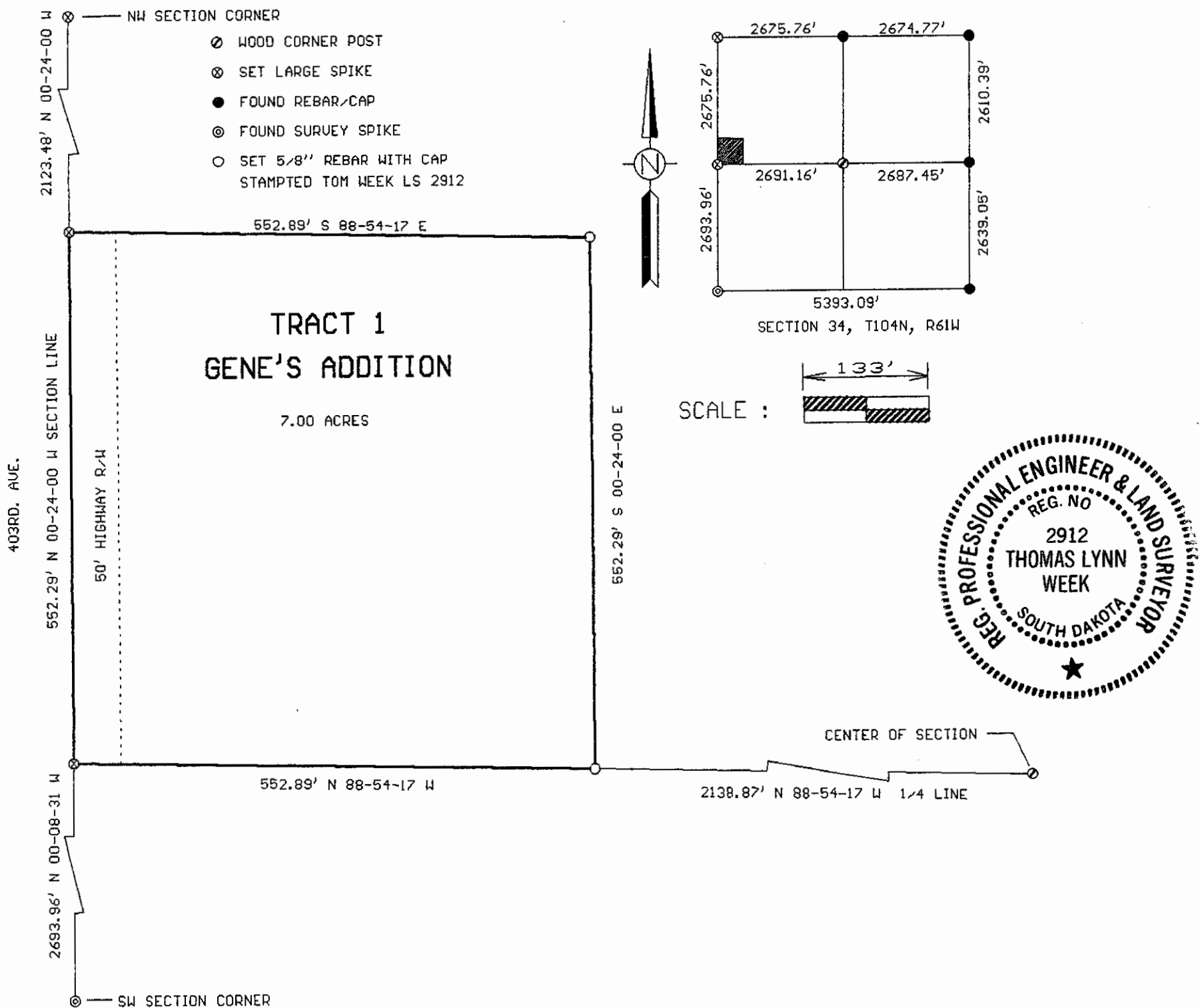
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34,
T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 3RD. DAY OF DECEMBER, 2023.

Thomas Lynn Week
THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

CERTIFICATE OF STREET AUTHORITY

THERE IS NO ACCESS TO TRACT 1 OF GENE'S ADDITION, FROM 403RD. AVE. ANY ACCESS WILL REQUIRE APPROVAL.

THIS _____ DAY OF _____, _____.

TOWNSHIP / COUNTY AUTHORITY

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER/DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, _____.

TREASURER/DEPUTY TREASURER, DAVISON COUNTY, S.D.

PLAT OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

WE, DONALD GENE STEHLY AND PAUL CRAIG STEHLY, DO HEREBY CERTIFY THAT WE ARE THE ABSOLUTE AND UNQUALIFIED OWNERS OF THE ABOVE DESCRIBED REAL PROPERTY: TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WERE MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF GENE'S ADDITION, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. THERE DOES EXIST HIGHWAY RIGHT OF WAY ALONG THE WEST SIDE OF GENE'S ADDITION. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

DATED THIS _____ DAY OF _____, _____, _____
DONALD GENE STEHLY PAUL CRAIG STEHLY

STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____, _____, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED DONALD GENE STEHLY AND PAUL CRAIG STEHLY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE DAVISON COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR DAVISON COUNTY, AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA IS RECOMMENDED.

THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____.

CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNERS THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA AND HAVE SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR/DEPUTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR/DEPUTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, ON THIS _____ DAY OF _____.

COUNTY AUDITOR/DEPUTY AUDITOR CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

PLAT OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, _____.

CITY PLANNING COMMISSION BY: _____

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE _____ DAY OF _____, _____; AND WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY THOMAS LYNN WEEK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 1 OF GENE'S ADDITION IN THE NW1/4 OF SECTION 34, T104N, R61W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH HEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE _____ DAY OF _____, _____.

FINANCE OFFICER BY: _____

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS _____ DAY OF _____, _____.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, _____, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY: TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
1-605-665-8333

403RD AVE

Davison County

Gene & Craig Stehly

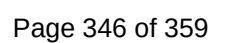
Gene Stehly
Tract 1 of Gene's Addition
7 acres

BADGER

403 AVE

Russell & Wesley Schrooten
CFD: Richard & Tamara Podzimek

Russell & Wesley Schrooten
CFD: Richard & Tamara Podzimek



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:	February 5, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Resolution #R2024-08, Fees and Charges at Mitchell Regional Landfill		
Explanation/Background of Agenda Item Requested:	Public Works is requesting the following changes to the Rate Resolution: Sanitation: Landfill: Vehicle Scrape Out - \$30 Compost Loading - \$20 All Fees will go into effect on March 1, 2024. Staff recommends Council approval.		

RESOLUTION #R2024-08
FEES AND CHARGES

PREAMBLE: The City Council, having re-codified the Municipal Code, and having provided therein for the establishment of fees and costs charged by the City by resolution, now therefore be it

Resolved that the following fees and costs shall be adopted and that any fees and costs not changed by this resolution or any other fee resolutions passed since the date of re-codification and in effect as of February 5, 2024 shall remain in full force and effect.

Sanitation:

Landfill:

Vehicle Scrape Out - \$30

Compost Loading - \$20

All Fees will go into effect on March 1, 2024.

The complete list of fees is available in the City Finance Office NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MITCHELL:

Adopted this 5th day of February, 2024.

Mayor

ATTEST:

Finance Officer

(SEAL)

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **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:

**PETITION FOR ANNEXATION OF REAL PROPERTY NOT THE CORPORATE
LIMITS OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**

I, Robert B. Everson, Jr., Mayor, on behalf of the City of Mitchell, hereby petition for the City Council of the City of Mitchell to annex the following real property, which is legally described as:

A portion of Lot 3 bounded by the following points and lines- beginning at the Northeast corner of Lot 3A of D.R. Kiner's First Addition and also being the Point of Beginning, thence southeasterly along the eastern boundary line of Lot 3A of D.R. Kiner's First Addition a distance of 280.10 Feet until the point of intersection with the quarter line; thence easterly a distance of 84.00 Feet along the quarter line until reaching the intersection of the quarter line and Irregular Tract 2; thence northwesterly a distance of 304.00 Feet along the western boundary of Irregular Tract 2; thence westerly a distance of 10.00 Feet back to the point of beginning all in the Southwest $\frac{1}{4}$ of Section 31, Township 104 North, Range 60 West of the 5th p.m., Davison County, South Dakota ("the Property").

An exhibit of the area south to be annex is attached hereto and incorporated herein by this reference.

The City of Mitchell, a Municipal Corporation, is the sole owner of the real property and sole petitioner.

There are no residents and no registered voters on the said real property.

There are no improvements located on the real property.

The real property is contiguous to the corporate limits of the City of Mitchell, South Dakota.

PETITIONER
City of Mitchell

 1-31-24
Robert B. Everson, Jr., Mayor Date

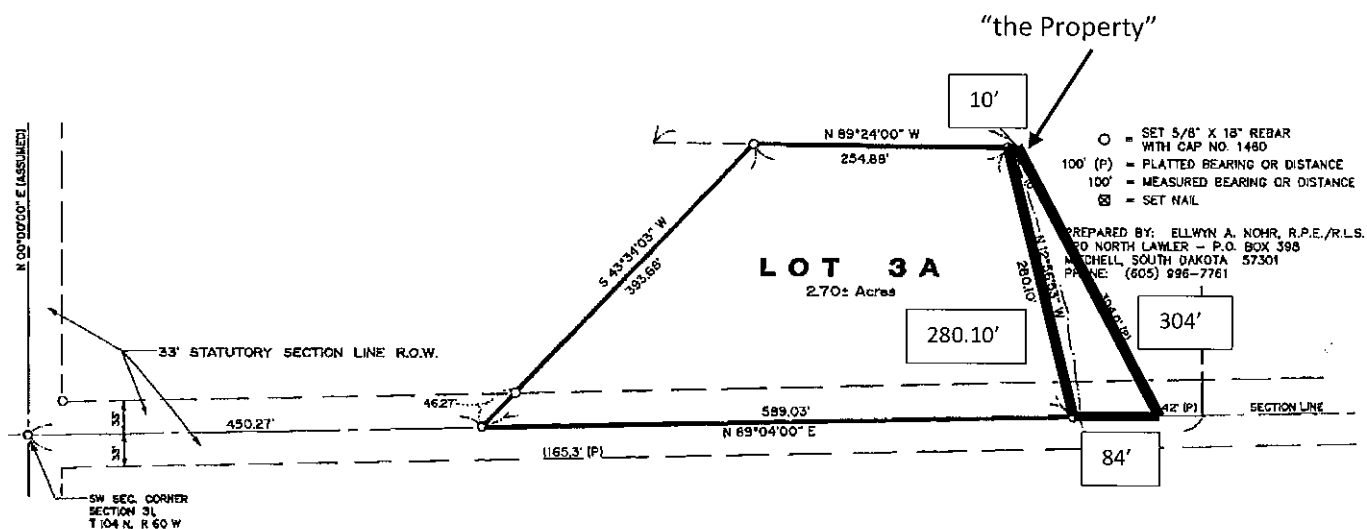
ATTEST:

 1-31-24
Michelle Bathke, FINANCE OFFICER Date

(seal)

EXHIBIT A

Area within bold outline is "the Property"



A PLAT OF LOT 3A OF D. R. KINER'S FIRST ADDITION, A SUBDIVISION OF A PORTION OF PREVIOUSLY PLATTED LOT NO. 3 IN THE SW 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA.



RESOLUTION #R2024-09

**ANNEXATION OF REAL PROPERTY OWNED BY THE CITY OF
MITCHELL INTO THE CORPORATE LIMITS OF THE CITY OF
MITCHELL, DAVISON COUNTY, SOUTH**

WHEREAS, City of Mitchell, by and through its Mayor, Robert B. Everson, Jr., has petitioned to annex the real property legally described as a portion of Lot 3 bounded by the following points and lines- beginning at the Northeast corner of Lot 3A of D.R. Kiner's First Addition and also being the Point of Beginning, thence southeasterly along the eastern boundary line of Lot 3A of D.R. Kiner's First Addition a distance of 280.10 Feet until the point of intersection with the quarter line; thence easterly a distance of 84.00 Feet along the quarter line until reaching the intersection of the quarter line and Irregular Tract 2; thence northwesterly a distance of 304.00 Feet along the western boundary of Irregular Tract 2; thence westerly a distance of 10.00 Feet back to the point of beginning all in the Southwest ¼ of Section 31, Township 104 North, Range 60 West of the 5th p.m., Davison County, South Dakota ("the Property").

WHEREAS: City of Mitchell 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: There are no improvements located on the real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: Exhibit A is hereto attached.

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of _____, 2024 with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

Robert B. Everson, Jr., Mayor Date

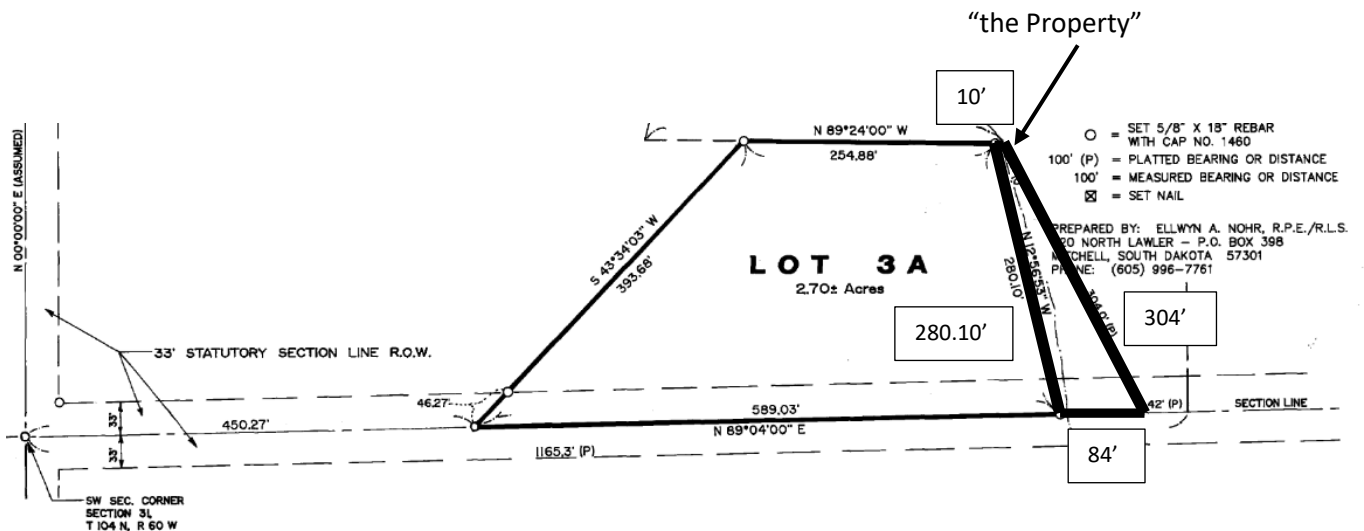
ATTEST:

Michelle Bathke, FINANCE OFFICER Date

(seal)

EXHIBIT A

Area within bold outline is "the Property"



A PLAT OF LOT 3A OF D. R. KINER'S FIRST ADDITION, A SUBDIVISION OF A PORTION OF PREVIOUSLY PLATTED LOT NO. 3 IN THE SW 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA.





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:	February 5, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second Reading on Ordinance #O2024-01, Amending the Composition of the Business Improvement District 4 Board		
Explanation/Background of Agenda Item Requested:	When going through the hearing process for establishing BID 4, hoteliers requested at that time to expand the membership of the board by adding two additional hoteliers. Due to the procedural and timing limitations in place during the process, it was suggested to establish BID 4 as presented and then expand the membership once it was in place. This ordinance expands the BID 4 board membership by adding two more hoteliers and provides for when their initial terms will expire.		

ORDINANCE #O2024-

AN ORDINANCE AMENDING THE COMPOSITION OF THE BUSINESS IMPROVEMENT DISTRICT 4 BOARD

BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA AS FOLLOWS:

Section 1.

That Mitchell City Code Subsection (A) of Section **2-7-12: Business Improvement District Number 4 Board** be amended to read as follows:

“A. Composition.

1. The BID 4 Board shall consist of 9 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 7 additional members, appointed by the Mayor with the approval of the City Council. Persons who are eligible to fill the 7 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. Five hoteliers from within BID 4; and
 - b. Two other eligible persons who are not hoteliers.”

Section 2.

That Mitchell City Code Subsection (B) of Section **2-7-12: Business Improvement District Number 4 Board** be amended to read as follows:

“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 3 member serves a full 3-year term, 2 members serve 2-year initial terms, and 2 members serve 1-year initial terms.

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 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 _____, 2024.

Robert B. Everson, Jr. – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

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:	February 5, 2024	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Discussion Item		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Council Update/ Discussion on Corn Palace Mechanical Repairs and Seating		
Explanation/Background of Agenda Item Requested:	Chairperson McCardle requested that this item be added so that the Council can hear an update and have discussion on the status of the mechanical systems and seating at the Corn Palace.		