



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
March 18, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Salvation Army**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Department Reports**
 - D. Automatic Supplements**
Parks-Sports Complex in the amount of \$135.64 from a Donation of Funds
 - E. Raffle Permits**
 - F. Surplus Mini Excavator from Cemetery To Be Traded-In**
 - G. Purchase of Skid Loader and Attachments off Sourcewell Project #011723**
 - H. Special Event Permit Application Corn Palace Shrine Circus From Sunday, April 28th through Thursday, May 2nd, 2024**
Street Closure(s)-(\$200 Fee)
Parking Lot Closure-(\$200 Fee-waived if also requesting street closure)
 - I. Authorization to Apply for SD Department of Health Regional Designation Grant**
 - J. Change Order #1 for Cadwell Park Press Box and Shade Structure Project #2022-34 to Rexwinkel Concrete**
 - K. Set Date for Bid Opening 1:30 P.M., April 3, 2024 for 7th & Main Traffic Light Improvement Project #2022-08**
 - L. Set Date of April 1, 2024 for Hearing and Action on the following Alcohol License Applications**
 - a. On the Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for April 20, 2024 for a Wedding.
 - b. On the Application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for May 10, 2024 for a Wedding.
 - M. Pay Estimates**

- N. 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 Tara Volesky-Conditional Use Permit**
Tara Volesky has applied for a Conditional Use Permit for multi-family dwelling; located at 2221 E Havens Ave, legally described as Lot 2 in the NE ¼ & Lot 3B in the NW ¼ of the NE ¼ Ex H-1 & W 7 Rods of Lot 1 in the NE ¼ & W 7 Rods of the NE ¼ of NE Ex H1 of Section 26, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned UD Urban Development District.
- B. Hearing and Action on an Application for Erika Hennessey-Conditional Use Permit**
Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.
- 9. RECONVENE AS CITY COUNCIL: Entertain a Motion For The Board of Adjustment To Adjourn And The City Council To Reconvene In Regular Session**
- 10. Hearing and Action on the application to transfer RL-5768 Retail (On-Off Sale) Liquor License from Puddle Jumber LLC, 221 East 3rd Avenue to Puddle Jumper LLC dba CJ's Bar & Casino, 2700 North Main St, Suite #1. Video Lottery is included.**
- 11. Action to Approve Permanent Easement with Bradley Theme LLC in Relation to 514 N Main Street**
- 12. Action to Approve Resolution #R2024-07, Plat of Tract 1 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 13. Action to Approve Resolution #R2024-16, Plat of Lot 1A in Block 3 of Stardust Subdivision**
- 14. Action to Approve Resolution #R2024-17, Plat of a Portion of North Capital Street, a subdivision of Lot 14, except the West 40 feet, Block 1, Scott's Second Addition**
- 15. Action to Approve Resolution #R2024-18, Plat of Lots A, B, and C of Fawn Creek Addition, a subdivision of previously platted Lot No. 3, in the West 1/2 of the West**

1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; and Lots D and E of Fawn Creek Addition, a subdivision of previously platted Lot No. 3 and of Irregular Tract No. 2 within Lot No. 3, in the West 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota

- 16. Action to Approve Resolution #R2024-19, Plat of West Plum Avenue; Lots 13-A thru 26-A, Block 2; Lots 1-A thru 7-A, Block 3; and Drainage Tract 1-A, Block 4, MLC Addition, a subdivision of Block 3; Lot 4B, Block 4; and Block 5, Morningview Addition**
- 17. Action to Approve Resolution #R2024-20, Plat of Lots 1 through 6, Block 1-A; Lots 1 through 10, Block 1-B, Tract DR1-A; Block 2-A; Lots 1 through 9, Block 3-A; Lots 1 and 2, Block 4-A; Lots 1 through 13, Block 5-A; Block 6-A; Nagle Lane; Peace Place; Nursia Drive; and North Calhoun Street, all in Ridge View on Foster Addition**
- 18. Action to Approve Resolution #R2024-21, A Resolution Amending #R2023-88-2024 Compensation Plan for the City of Mitchell**
- 19. Action to Approve Resolution #R2024-22 Setting Hearing and Appointing Appraisal Board for Exchange of Property Near 406th Avenue and Firesteel Creek**
- 20. 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**

**March 4, 2024
6:00 P.M.**

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

ABSENT: Marty Barington

PRESIDING: Mayor Bob Everson

AGENDA:

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

- a. City Council Minutes
 - 1. Work Session February 20, 2024 and
 - 2. City Council February 20, 2024.
- b. Committee Reports
 - 1. Planning Commission February 12, 2024 and
 - 2. Planning Commission February 26, 2024 (unsigned).
- c. Automatic Supplements
 - 1. Parks-Rec Center in the amount of \$756.79 from a donation of funds and
 - 2. Parks-Rec Center in the amount of \$385.40 from a donation of funds.
- d. Raffle Permits
 - 1. DWU Teammakers with the drawing to be held on April 6, 2024,
 - 2. Parent Teacher Association of Gertie Belle Rogers with the drawing to be held on May 3 or 4, 2024, and
 - 3. Palace City All-Stars with the drawing to be held April 19, 2024.
- e. Special Event Permit for Mitchell Food Pantry Easter Ham Dinner Giveaway on Tuesday, March 26, 2024.
- f. Purchase of crack sealer off of Minnesota state bid documents Project #2024-08.
- g. Purchase of skid loader and attachments off of Sourcewell contract Project #2024-14.
- h. Purchase of 306 CR Mini Excavator off of Sourcewell contract Project #2024-16.
- i. Surplus JVCC snooker table to be replaced with pool table.
- j. Set date 1:30 p.m., March 12, 2024 for bid opening for Jetty & Marina Bike Trail Project #2023-03.
- k. Volunteer Board Appointments
 - 1. Appoint Deb Geyer to the Business Improvement District #4 Board representing the Kelly Inn for a term to run until December 31, 2026.

l. Set date of March 18, 2024 for hearing and action on the application to transfer RL-5768 Retail (on-sale) Liquor License from Puddle Jumper LLC, 221 East 3rd Avenue to Puddle Jumper LLC dba CJ's Bar & Casino, 2700 North Main Street, Suite #1. (Video lottery is included.)

m. Pay Estimates March 4, 2024

Pay Estimate #13 in the amount of \$8,777.50 for Sunnyside & University Storm Water Study #2020-08 contracted to McLaury Engineering,

Pay Estimate #8 in the amount of \$2,881.00 for Above Ground Storage Tank #2020-20 contracted to GeoTek Engineering,

Pay Estimate #4 in the amount of \$66,002.72 for Above Ground Storage Tank #2020-20 contracted to H&W Contracting,

Pay Estimate #6 in the amount of \$15,280.00 for Spruce Street RR Crossing #2021-39 contracted to Brosz Engineering,

Pay Estimate #3 in the amount of \$78,988.97 for Street Department Fuel Tanks #2021-51 contracted to Dockendorf Equipment,

Pay Estimate #10 in the amount of \$500.00 for Street Department Fuel Tanks #2021-51 contracted to West Plains Engineering,

Pay Estimate #11 in the amount of \$923.75 for 23rd & Ohlman Lift Station #2022-03 contracted to SPN & Associates,

Pay Estimate #5 in the amount of \$36,900.00 for Cadwell Park Crow's Nest & Shade Structure #2022-34 contracted to Rexwinkel Concrete,

Pay Estimate #8 in the amount of \$925.00 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates,

Pay Estimate #8 in the amount of \$430.00 for West Harmon Watermain Loop #2023-07 contracted to SPN & Associates,

Pay Estimate #8 in the amount of \$337.50 for 12th & 13th Avenue Watermain Loop #2023-08 contracted to SPN & Associates,

Pay Estimate #11 in the amount of \$558.75 for Ohlman & South Harmon Lift Station #2023-16 contracted to SPN & Associates,

Pay Estimate #10 in the amount of \$1,473.96 for Canal Bridge #2022-36 contracted to SD Department of Transportation,

Pay Estimate #8 in the amount of \$600.00 for Cadwell Booster Station #2023-19 contracted to SPN & Associates,

Pay Estimate #6 in the amount of \$15,335.00 for 2nd/4th & Main Street #2023-21 contracted to McLaury Engineering,

Pay Estimate #32 in the amount of \$13,018.70 for AIP '28 Airport ALP/Masterplan contracted to Helms & Associates,

Pay Estimate #1 in the amount of \$83,526.88 for AIP '32 Airport Hangar Design contracted to Helms & Associates, and

Pay Estimate #3 in the amount of \$584.68 for 2023 Bridge Inspections contracted to SD Department of Transportation.

n. 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 FEBRUARY 4, 2024 – FEBRUARY 17, 2024: City Council \$3,626.48, Mayor \$1,567.54, City Administrator \$6,519.23, Administrative Boards \$2,325.00, Attorney \$5,332.08,

Finance \$14,151.93, Human Resources \$4,379.83, Municipal Building \$3,724.71, Information Technology \$3,286.77, Police \$77,159.25, Traffic \$4,625.36, Fire \$40,078.56, Street \$33,304.94, Public Works \$25,257.41, Cemetery \$5,354.54, Library \$18,787.52, Recreation & Aquatics \$7,070.05, Recreation Center \$21,001.70, Sports Complexes \$11,407.72, Parks \$13,519.74, Supervision \$6,441.15, Corn Palace \$25,369.35, E911 \$22,058.97, MVP \$979.84, Palace Transit \$34,009.23, JVCC \$1,861.03, Nutrition \$4,596.86, Airport \$3,683.46, Water Distribution \$15,508.60, Sewer \$13,904.79, Recycling Program \$7,304.78, Waste Collection \$6,826.03, Landfill \$9,835.87, Golf Course \$4,545.45, Emergency Medical Services \$35,361.61

NEW HIRES:

CORN PALACE: Kinsley Herges-\$11.20, Parker Nath-\$11.70, Jalen Thomas-\$11.20

PALACE TRANSIT: Kevin Kline-\$21.394

RECREATION CENTER: Deandrea Johnson-\$11.20

SALARY ADJUSTMENTS:

E-911: Kyleena Dumas-\$30.857

MUNICIPAL BUILDINGS: Michael Leach-\$19.969

PALACE TRANSIT: Jacquelyn High-24.569

POLICE: Bryce Fuchs-\$29.644, Crystal Reitzel-\$25.825, Austin Resick-\$29.644

WARRANTS: Accounts Management, Garnishment-\$312.12; Advanced Engineering and Environmental Services, 2024-37 P.E. #1-\$98.50; AFLAC, Aflac Withholding-\$11,067.66; AFSCME Council 65, Union Dues-\$533.45; Alivia Siegel, Department of Health Grant-\$15.00; Amazon Capital Services, Supplies-\$1,017.17; Aramark, Professional Service-\$288.25; Avera Occupational Medicine, Physicals Screenings-\$519.00; Avera Queen of Peace, Supplies-\$160.00; Avera Queen of Peace Hospital, Liability Insurance-\$1,805.00; Bailey Metal Fabricators, Supplies-\$420.00; Big Daddy D's, Contract Services-\$2,658.80; Blackstrap, Supplies-\$1,955.47; Brosz Engineering, 2021-39 P.E. #6-\$15,280.00; Buckin' Wild Ranch, Sports Authority Promo-\$1,500.00; Butler Machinery, Supplies-\$562.51; C & B Operations, Supplies-\$1,747.13; California State Disbursement, Garnishment-\$92.30; Carquest Auto Parts, Supplies-\$4.79; CDW Government, Supplies-\$2,558.00; Center Point Large Print, Books-\$94.08; Central Electric, Utilities-\$263.96; Century Link, Utilities-\$13.66; Chesterman, Supplies-\$3,396.80; CHR Solutions, Postage-\$3,486.54; CHS Farmers Alliance, Maintenance-\$419.01; City of Mitchell, Golf Course Deductions-\$1,291.28; City of Mitchell, Recreation Deductions-\$2,374.83; Converge One. Supplies-\$4,957.66; Core & Main, Supplies-\$80.00; Core-Mark Midcontinent, Supplies-\$7,339.57; Corn Palace, Supplies-\$29.50; Corporate Translation Service, Translation Service-\$211.65; Corsica Stickney School District, Corn Palace Games-\$3,374.10; County Fair, Supplies-\$49.94; CTM Services, Maintenance-\$331.72;

Cummins Sales & Service, Maintenance-\$487.02; Dakota Pump, Repair-\$2,309.27; Dakota Supply Group, Repair-\$672.57; Davison County Register of Deeds, Easement-\$60.00; Delta Dental Plan of South Dakota, Dental Insurance-\$17,405.76; Department of Motor Vehicle, Title-\$16.70; Department of Social Services, Child Support-\$864.46; DLT Solutions, Subscription-\$5,127.60; Dockendorf Equipment, 2021-51 P.E. #3-\$78,988.97; Easyvista, Renewal-\$354.00; Elfstrand's Ace Hardware, Supplies-\$40.98; Emergency Education, Training-\$945.00; Eric Hieb, Contract Services-\$5,402.71; Ethan Coop Lumber, Supplies-\$97.50; Ethan School District, Corn Palace Games-\$494.50; Fastenal, Supplies-\$99.38; Fbi-Leeda, Membership-\$50.00; First National Bank Omaha, Supplies-\$20,763.34; Geotek Engineering & Testing, 2020-20 P.E. #8-\$2,881.00; Grainger, Supplies-\$99.49; Great Plains Roofing, Supplies-\$316.33; H&W Contracting, 2020-20 P.E. #4-\$66,002.72; Harve's Pro Prints, Supplies-\$12.00; Hawkins, Supplies-\$50.00; Helms and Associates, AIP '28 Airport P.E. #32-\$96,545.58; Henry Schein, Supplies-\$516.50; I-State Truck Centers, Supplies-\$2,162.60; Ingram Library Services, Books-\$1,217.40; Innovative Intelligent Pro, Supplies-\$495.83; Innovative Office Solution, Supplies-\$303.96; Intellipro Security, Maintenance-\$2,995.50; Interstate Glass & Door, Maintenance-\$519.91; Interstate Office Products, Supplies-\$522.78; Jennifer O'Connor, Supplies-\$15.00; Joe Dolezal, Reimbursement-\$152.99; Johnson Controls, Maintenance-\$4,673.39; Jones Supplies, Supplies-\$2,031.16; Josh's Tools, Subscription-\$1,068.00; Kimball-Midwest, Supplies-\$323.06; Krohmer Plumbing, Maintenance-\$1,888.60; Larry's I-90 Service, Supplies-\$1,399.50; Lawson Products, Supplies-\$485.76; Leighton Family Farms, Supplies-\$840.00; Lewis Family Drug, Supplies-\$5.98; Lucky Devils Adult Hockey, Sports Authority Promotion-\$3,000.00; Make it Mine Designs, Supplies-\$205.70; MC&R Pools, Supplies-\$164.25; McLaury Engineering, 2020-8 P.E. #13-\$24,112.50; McLeod's Printing, Supplies-\$129.80; Menard's, Supplies-\$491.13; Mettler Implement, Supplies-\$279.73; Michael Todd Industrial, Supplies-\$1,524.40; Microsoft Corporation, Subscription-\$910.00; Midcontinent Communication, Utilities-\$101.87; Midcontinent Communication, Advertising-\$2,380.70; Midwest Oil, Supplies-\$83.68; Midwest Turf & Irrigation, Supplies-\$1,623.28; Millennium Recycling, Single Stream Fee-\$2,092.25; Mitchell Iron & Supply, Supplies-\$19.17; Mitchell Music Boosters, Mitchell Show Choir Classic-\$5,000.00; Mitchell Power Equipment, Maintenance-\$94.42; Mitchell Quarry, Supplies-\$1,522.51; Mitchell United Way, United Way Deductions-\$198.00; Mueller Lumber, Supplies-\$2,347.65; Muth Electric, Maintenance-\$16,914.67; N-Able Technologies, Software-\$171.64; Napa Central, Supplies-\$1,228.02; North Central Heart Institute, Testing-\$994.30; Northwestern Energy, Utilities-\$31,826.81; Patzer Woodworking, Supplies-\$5,359.19; Paulson Sheet Metal, Maintenance-\$3,214.29; Pepsi Cola, Supplies-\$1,036.32; Peterbilt of Sioux Falls, Supplies-\$1,493.85; Premier Equipment, Supplies-\$18,400.00; Premier Pest Control, Supplies-\$225.00; Qualified Presort, Postage-\$510.13; Rexwinkel Concrete, 2022-34 P.E. #5-\$36,900.00; Riverside Technologies, Software-\$6,888.63; Robert B Everson Jr, Travel-\$166.77; Rod Brown, Department of Health Grant-\$15.00; Runnings Supply, Supplies-\$812.29; Save Our Space, Supplies-\$3,528.46; Savvik Buying Group, Supplies-\$1,032.77; Schmucker, Paul, Nohr, 2022-3 P.E. #11-\$3,775.00; Schoenfelder Portables, Rental-\$160.00; South Dakota Department of Transportation, 2022-36 P.E. #10-\$2,058.64; South Dakota Music Education, Sports Authority Promo-\$500.00; South Dakota Retirement System, Retirement Contributions-\$122,001.28; South Dakota Supplemental Retirement, Supplemental Retirement-\$2,794.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,421.00; South Dakota Waste Water/Sdwea, Registration-\$160.00; Shannon Lerew, Department of Health Grant Program-\$15.00; Sherwin-

Williams, Supplies-\$439.51; Sirchie Acquisition, Supplies-\$521.41; Snap-On Credit, Supplies-\$257.17; Standard Insurance, Life Insurance-\$2,672.08; Staples, Supplies-\$523.80; Sturdevants Auto Value, Supplies-\$1,913.48; Subway, Meals-\$39.95; Sun Gold Sports, Supplies-\$90.00; Tapco, Supplies-\$8,427.92; Tessier's, Maintenance-\$219.00; The Ives Brothers Entertainment, 2024 Deposit-\$2,125.00; Thune True Value & Appliance, Supplies-\$142.29; Titan Machinery-Mitchell, Supplies-\$3.20; TMA Stores, Repair-\$1,695.28; Tobin Transfer, Maintenance-\$360.00; Traditions Prepared Meals, Contract Services-\$3,336.01; Traf-O-Teria System, Supplies-\$789.01; Transource, Supplies-\$125.04; Transwest Trucks of Sioux, Repair-\$551.64; Two Way Solutions, Supplies-\$145.99; United Parcel Service Store #4227, Postage-\$92.06; Verizon Wireless, Utilities-\$360.09; Vern Eide Ford, Supplies-\$416.72; Walmart/Capital One, Supplies-\$65.69; West Plains Engineering, 2021-51 P.E. #10-\$500.00; Wheelco Brake & Supply, Supplies-\$348.54; Wisconsin Child Support, Garnishment-\$395.58; Ellwein Brothers, Supplies-\$1,274.00.

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

CITIZENS INPUT:

Jordan Hanson clarified a few misconceptions stated at the last meeting concerning Barr Engineering and dredging the lake.

Stewart Hanson spoke regarding the numbers stated in the 2018 FYRA report.

Joe Kippes of Friends of Firesteel spoke regarding the conclusion FYRA came to in the June 2018 report.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Ron Peterson for a conditional use permit for a multi-family dwelling located in the 1100 block of South Lawler Street, legally described as Lots 6, 7, and 8, Block 18, Weaver's Square Addition, City of Mitchell, Davison County, South Dakota. The property is zoned HB Highway Oriented Business District. The Planning Commission recommended approval of said application. Moved by Smith, seconded by McCardle, to approve said application. Bathke abstained. Motion carried.

Moved by Goldammer, seconded by McCardle, to set date for March 18, 2024 on the application of Tara Volesky for a conditional use permit for a multi-family dwelling located at 2221 East Havens Avenue, legally described as Lot 2 in the NE ¼ & Lot 3B in the NW ¼ of the NE ¼ Ex H-1 & W 7 Rods of Lot 1 in the NE ¼ & W 7 Rods of the NE ¼ of NE Ex H1 of Section 26, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. Motion carried.

Moved by Tjarks, seconded by Goldammer, to set date for March 18, 2024 on the application of Erika Hennessey for a conditional use permit to operate an educational institution located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Goldammer, seconded by Tjarks, 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 to transfer RB-28510 Retail (on-off sale) Malt Beverage & SD Farm Wine License from VV Inc. dba The Garage, 909 North Ohlman, Suite #3 to VV Inc. dba The Garage, 508 East Havens, Suite #3. Video Lottery is included. Notice of hearing has been given and affidavit of publication is on file. Moved by Sabers, seconded by Smith, to approve said application. Motion carried.

AWARD BID:

Bids were opened and read on Asphalt/Concrete Crushing Project #2024-09 on the 27th day of February, 2024. Moved by Tjarks, seconded by Bathke, to award, as follows:

**ASPHALT/CONCRETE CRUSHING
PROJECT #2024-09**

Zacharias Construction, 25854 Skunk Creek Ave, Hartford, SD 57033

Total Bid	\$251,250.00
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Motion carried.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Goldammer, to approve Agreement #A2024-12, VW Truck Program-Rebate Agreement with State of South Dakota Project #2024-18. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by Tjarks, to approve Resolution #R2024-15, Adding a Hotel to Business Improvement District 4 and Appointing a Representative Therefrom to the Business Improvement District 4 Board, as follows:

RESOLUTION NO. R2024-15

A RESOLUTION ADDING A HOTEL TO BUSINESS IMPROVEMENT DISTRICT 4 AND APPOINTING A REPRESENTATIVE THEREFROM TO THE BUSINESS IMPROVEMENT DISTRICT 4 BOARD

WHEREAS, the City Council for the City of Mitchell, SD established Business Improvement District 4 (BID 4) by ordinance to be effective January 1, 2024; and

WHEREAS, the Mitchell City Code Section 2-7-3 provides that the City Council “may add, by resolution, hotel, motel, or lodging establishment properties with 28 or more rooms which were not in operation or did not meet the occupancy threshold at the time of BID 4’s creation”; and

WHEREAS, My Place Hotel is constructing and opening a hotel in the City of Mitchell which will meet the occupancy threshold for BID 4; and

WHEREAS, the Mayor would like to appoint a representative of My Place Hotel to serve in a hotelier position on the BID 4 Board effective simultaneous to the hotel being added;

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

Section 1. The My Place Hotel, located at 618 East Spruce Street, Mitchell, SD, shall be added to BID 4. The Finance Officer is directed to add the My Place Hotel to the list of properties included in BID 4. The My Place Hotel property is legally described as:

Lot 4A except the South Three Hundred and One and Six Tenths Feet (301.6’) thereof, Cabela’s First Addition, City of Mitchell, Davison County, South Dakota.

Section 2. That the Mayor’s appointment of Connie Ward, as a representative of My Place Hotel to a hotelier position on the BID 4 Board, is hereby confirmed.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Tjarks, seconded by McCardle, to place Ordinance #O2024-02, Supplemental Appropriations for FY2024 on second reading. Motion carried. Moved by Smith, seconded by Tjarks, to adopt Ordinance #O2024-02, Supplemental Appropriations for FY 2024, as follows:

ORDINANCE NO. O2024-02 SUPPLEMENTAL APPROPRIATION ORDINANCE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

BE IT ORDAINED, BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, that the following sums be appropriated to authorize certain expenditures and to meet

certain obligations for the year 2024 according to statute. All appropriations will come from cash balance and financing in the listed funds.

	<u>GENERAL FUND</u>	
	CITY ATTORNEY	
101-41410-42200	Professional Fees	\$ 7,000
	FINANCE	
101-41420-42200	Professional Services	\$ 6,000
101-41420-42700	Travel	\$1,500
	HUMAN RESOURCES	
101-41440-42210	Professional Services	\$ 8,721
101-41440-42700	Travel-Dues	\$ 3,000
	MUNICIPAL BUILDINGS	
101-41920-42510	Building Repair- JVCC	\$ 5,000
101-41920-43300	Improvements Other than Buildings	\$ 18,229
	INFORMATION TECHNOLOGY	
101-41935-42645	Computer Hardware	\$ 24,000
101-41935-43511	Computer Software	\$ 17,089
	POLICE	
101-42110-42200	Professional Services	\$ 6,581
101-42110-42810	Utilities	\$ 5,000
	TRAFFIC	
101-42130-42535	Light Maintenance	\$ 5,000
101-42130-42540	Signs	\$ 4,000
101-42130-42835	Utilities- Street Lights	\$ 5,000
101-42130-42840	Building Utilities	\$ 2,000
101-42130-43320	Upgrade Signal Lights	\$ 19,977
101-42130-43343	7 th & 1 st Intersection Signal Lights	\$ 54,880
	FIRE	
101-42200-41120	Part Time Wages	\$ 4,000
101-42200-42500	Repairs & Maintenance	\$ 5,000
101-42200-42693	Computer Software	\$ 10,000
101-42200-43300	Improvements Other Than Buildings	\$ 23,600
	STREET	
101-43100-43421	Fuel System Upgrade	\$100,000

PUBLIC WORKS ADMINISTRATION		
101-43110-42200	Professional Services	\$ 78,100
STREET & SIDEWALK CONSTRUCTION		
101-43120-42200	Professional Services-Design	\$ 55,000
101-43120-43300	Street Overlay Maintenance	\$ 320,000
101-43120-43313	Spruce Street RR Crossing	\$1,005,597
101-43120-43324	Rowley St I-90	\$ 250,000
101-43120-43325	Norway/Rowley Sidewalk	\$ 377,300
STORM DRAINAGE		
101-43150-42200	Professional Services	\$ 25,538
101-43150-43307	3 rd & Main	\$ 107,378
101-43150-43317	Livesay Utility Improvement	\$ 288,324
101-43150-43319	Spruce Street RR Crossing	\$ 119,437
101-43150-43328	Kibbie Ditch	\$ 10,206
CEMETERY		
101-43700-42500	Repairs & Maintenance	\$ 3,000
101-43700-42510	Headstone Repair & Maintenance	\$ 4,000
101-43700-43300	Improvements	\$ 28,500
101-43700-43400	Machinery & Equipment	\$ 53,100
ANIMAL CONTROL		
101-44120-42500	Repairs	\$ 1,000
101-44120-42900	Impounding Dogs	\$ 1,500
LIBRARY		
101-45500-43400	Furniture & Equipment	\$ 14,166
TRANSFERS OUT		
101-49000-51112	Transfer out to BID #4	\$ 103,277
101-49000-51115	Transfer out to Campground	\$ 120,000
101-49000-51102	Transfer out to Community Services	\$ 175,000
101-49000-51104	Transfer out to Airport	\$ 50,000
<u>PARK FUND</u>		
SPORTS COMPLEX		
201-45160-42600	Supplies & Materials	\$ 11,750
201-45160-43300	Capital Improvements- Other	\$ 330,099
201-45160-43320	Capital Improvements- Press Box	\$ 245,332
PARKS		
201-45210-42500	Repairs & Maintenance	\$ 3,150
201-45210-43300	Capital Improvements- Other	\$ 24,717

201-45210-43400	Capital Equipment	\$ 47,000
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CORN PALACE FUND

202-45650-42600	Supplies	\$ 3,590
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BUSINESS IMPROVEMENT DISTRICT #4 FUND

209-46530-42920	Sports Authority Promotion	\$ 100,000
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ENTERTAINMENT TAX FUND

211-46311-42963	Community Projects	\$ 225,123
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COMMUNITY SERVICES FUND

PALACE TRANSIT

218-45150-43410	Passenger Bus	\$ 31,467
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AIRPORT FUND

230-43500-42500	Repair & Maintenance	\$ 5,000
230-43500-43205	Hangar	\$ 202,252
230-43500-43320	AIP- Reconstruct Runway	\$ 118,194
230-43500-43330	Runway Environmental & Design	\$ 150,000

WATER FUND

DISTRIBUTION

602-43340-42225	Professional Services	\$ 25,000
602-43340-43311	Valve Replacement- Contracted	\$ 46,288
602-43340-43329	South Harmon Utilities	\$ 16,784
602-43340-43331	12 th -13 th Loop East of Capital	\$ 730,415
602-43340-43332	West Harmon Drive Loop	\$ 504,126
602-43340-43333	Highway 37 Water Main	\$1,499,685
602-43340-43334	3 rd & Main	\$ 114,233
602-43340-43343	B-Y Water Main	\$ 600,000
602-43340-43355	Above Ground Storage	\$8,515,013
602-43340-43358	Paint West Water Tower	\$ 250,784
602-43340-43414	Plow Attachment	\$ 9,946

SEWER FUND

TREATMENT

604-43200-43300	North Plant Improvements	\$3,745,819
604-43200-43310	South Plant Improvements	\$29,829,861

COLLECTION

604-43250-42200	Professional Services	\$ 15,000
604-43250-43317	CIPP	\$ 355,000

604-43250-43336	Livesay Utilities	\$ 168,624
604-43250-43347	23 rd & Ohlman Lift Station	\$1,743,000
604-43250-43348	Highway 37 Utilities	\$1,595,000
604-43250-43349	N. Harmon/ Airport Lift Station	\$2,187,569
604-43250-43350	S. Harmon/ Ohlman Lift Station	\$1,373,000

SANITATION FUND
RECYCLING

612-43220-43200	Buildings	\$2,499,150
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	<u>LANDFILL</u>	
612-43240-43410	Dump Truck	\$ 200,000

	<u>GOLF FUND</u>	
614-45250-43300	Improvements	\$ 567,436

	<u>CAMPGROUND FUND</u>	
619-45220-43200	Buildings	\$ 800,000
619-45220-43400	Equipment	\$ 23,000

	<u>EMS FUND</u>	
621-44600-42510	Service Contract	\$ 35,000
621-44600-42693	Computer Software	\$ 8,000
621-44600-43420	Ambulance Replacement	\$ 155,000

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

UPDATE:

Public Works Director Joe Schroeder updated City Council on the progress of the Firesteel Creek Watershed, including projects, grant sources, and watershed partners.

EXECUTIVE SESSION:

Moved by Goldammer, seconded by McCardle, to go into Executive Session as permitted by SDCL 1-25-2(1) Personnel and SDCL 1-25-2(4) Negotiations. Motion carried.

Mayor Everson declared the board out of executive session at 7:29 p.m. and the City Council to reconvene in regular session at 7:30 p.m.

ADJOURN:

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



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission
City Council Chambers, City Hall, 612 N. Main Street
February 26, 2024

1. Call to Order

Chairperson Larson called the February 26, 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, Osterloo, Sonne.

Absent: Schmitz

Staff Present: Dammann, Mayor Everson, T Johnson, Schroeder.

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: February 12, 2024

Motion by Sonne, seconded by Havlik to approve the proposed minutes of the February 12, 2024 Planning Commission meeting. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – absent, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

6. Schedule Next Meeting: March 11, 2024

Motion by Osterloo, seconded by Genzlinger to set the date for the next Planning Commission meeting for March 11, 2024. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – absent, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

7. Conditional Use Permit: Ron Peterson

Ron Peterson has applied for a Conditional Use Permit for multi-family dwelling; located in the 1100 block of S Lawler St, legally described as Lots 6, 7, and 8, Block 18, Weavers Squares Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned HB Highway Oriented Business District.

Schroeder noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were 2 letters received in favor. The applicant was present to answer questions.

Peterson believes this will improve the area from the existing vacant lot.

T Johnson noted sidewalks will be required.

Motion by Genzlinger, seconded by Osterloo to recommend approval of the conditional use.

Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – absent, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

8. Plan Approval: Ron Peterson, 1100 Block of South Kimball, zoned Highway Oriented Business

Schroeder noted the applicant presented a plan for a 4-plex with driveways facing east. There will be four single Stahl garages. This area was part of the East Central Phase 2 project which has utility services in the area. The applicant is following setbacks and is moving the old SPN building from 7th and Lawler to this location. The applicant was present to answer questions.

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

9. Other Business:

None.

10. Public Input:

None.

11. Adjourn

Chairperson Larson adjourned the meeting at 12:08 P.M.



Jay A. Larson
Planning Commission Chairperson



Planning Commission
City Council Chambers, City Hall, 612 N. Main Street
March 11, 2024

1. Call to Order

Chairperson Larson called the March 11, 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: Genzlinger, Jirsa (telephonically), Larson, McCardle, Osterloo.

Absent: Doescher, Havlik, Schmitz, Sonne

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: February 26, 2024

Motion by Genzlinger, seconded by Osterloo to approve the amended minutes of the February 26, 2024 Planning Commission Meeting. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – absent, Sonne – absent. 4 aye, 0 nay, 3 absent; motion carried.

6. Schedule Next Meeting: March 25, 2024

Motion by Jirsa, seconded by Osterloo to set the date for the next Planning Commission Meeting for March 25, 2024. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – absent, Sonne – absent. 4 aye, 0 nay, 3 absent; motion carried.

7. Plat: Tract 1 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Focus Land & Cattle LLC

Jenniges noted this lies outside the ETJ but within 3 miles of the city limits, therefore it is the

county's zoning jurisdiction. The applicant is parceling off the farmstead to be able to sell in the future. The County Planning Commission approved the plat and recommended approval of the variance in lot size for a dwelling at their March 5, 2024 meeting. The County Commission/Board of Adjustment will hear them on March 12, 2024. The applicant was not present to answer questions.

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

8. Conditional Use Permit: Tara Volesky

Tara Volesky has applied for a Conditional Use Permit for multi-family dwelling; located at 2221 E Havens Ave, legally described as Lot 2 in the NE ¼ & Lot 3B in the NW ¼ of the NE ¼ Ex H-1 & W 7 Rods of Lot 1 in the NE ¼ & W 7 Rods of the NE ¼ of NE Ex H1 of Section 26, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned UD Urban Development District.

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

Jenniges also noted that this is the first phase of the applicants' process for developing the land. She has presented a few different ideas for the property which would require the CUP.

Volesky stated she has had a surveyor out there multiple times and has changed the layout of lots multiple times. She is looking at putting duplexes or other multi-family dwellings out there.

Larson questioned if she would be using a septic system, to which was answered that she is working with the city and Davison County Rural Water about her options for the development of the area.

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

9. Conditional Use Permit: Erika Hennessey

Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

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

Jenniges explained that the applicant has run a home residential daycare for many years and in May 2023 she was approved for a CUP for Childcare, Preschool & Nursery. The applicant will follow the state guidelines for homeschool which allow up to 22 children and all must be

over the age of 3.

Motion by Genzlinger, seconded by Jirsa to recommend approval of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – absent, Sonne – absent. 4 aye, 0 nay, 3 absent; motion carried.

10. Plat: Lot 1A in Block 3 of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota; as requested by Jensen Capital & Development LLC

Jenniges gave the history of the area. This parcel is within a PUD that was recently amended to allow unlimited multifamily dwellings. The purpose of this plat is for the development of a 95-unit apartment building. The city staff are reviewing the proposed apartment building plans. The applicant was not present to answer questions.

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

11. Plat: Portion of North Capital Street, a subdivision of Lot 14, except the West 40 feet, Block 1, Scott's Second Addition to the City of Mitchell, Davison County, South Dakota; as requested by City of Mitchell

Jenniges noted there are multiple residential developments that abut Capital Street and the street width ranges from 80' to 48' wide in places. This portion of land was never platted as ROW but has been used as ROW for many years and is currently just part of a platted block that the City of Mitchell owns. The purpose of this plat is to clean up the confusion and designate it as public ROW. The applicant was present to answer questions.

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

12. Plat: Lots A, B, and C of Fawn Creek Addition, a subdivision of previously platted Lot No. 3, in the West 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; and Lots D and E of Fawn Creek Addition, a subdivision of previously platted Lot No. 3 and of Irregular Tract No. 2 within Lot No. 3, in the West 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by City of Mitchell

Jenniges noted portions of this plat are within city limits and portions are outside city limits but within the ETJ. The county will hear this plat at their April meetings, but it is all the city's zoning jurisdiction. The plat shown in the packet is missing the Highway Road Authority signature block but has since been fixed. A lot of this land has not been platted and this will clean up the legal descriptions of the area. There was some land exchanged between Ralph and Pam Kiner and Nicole Kiner prior to platting. This will vacate some existing boundary lines and plat new boundaries for that land exchange. There is an ingress/egress easement from 406th Ave to Lot B, D and E. The applicant was present to answer questions.

Schroeder noted the City is in the process of purchasing Lot A from Ralph and Pam Kiner.

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

13. Plat: West Plum Avenue; Lots 13-A thru 26-A, Block 2; Lots 1-A thru 7-A, Block 3; and Drainage Tract 1-A, Block 4, MLC Addition, a subdivision of Block 3; Lot 4B, Block 4; and Block 5, Morningview Addition to the City of Mitchell, Davison County, South Dakota; as requested by Mueller Lumber Company

Jenniges noted a master plan and plat had previously been approved for this area but the applicant would like to move the road 10' south on the west end to give those lots on the north side of the street some more depth. The previous plat will be vacated for ease of searching the area in the future at the Register of Deeds. There are some utilities already in place in this area that the applicant will be responsible for moving. The lots still meet the required size for the PUD for this area. The applicant was present to answer questions.

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

14. Plat: Lots 1 through 6, Block 1-A; Lots 1 through 10, Block 1-B, Tract DR1-A; Block 2-A; Lots 1 through 9, Block 3-A; Lots 1 and 2, Block 4-A; Lots 1 through 13, Block 5-A; Block 6-A; Nagle Lane; Peace Place; Nursia Drive; and North Calhoun Street, all in Ridge View on Foster Addition in the NW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Avera Queen of Peace

Jenniges went over the history of the area and the plat that had previously been approved.

The previous plat will be vacated for ease of searching the area in the future at the Register of Deeds. This plat also vacates Wallace St and creates a different entry location onto E 8th Ave. The applicant was present to answer questions.

Terry Sabers of MAHI gave a brief history of the overall project. He said the neighbors had some issues with the previous layout, so they redesigned it to this better layout that the neighbors are in favor of. He noted there is a lawsuit with the previous plat.

Osterloo questioned why Wallace St had to be vacated, to which Sabers responded it was a \$500,000 expense for the developer if it wasn't vacated, and it widened the lots along 8th by doing so. Osterloo believed there is enough room in the lots to not have to vacate Wallace St.

Genzlinger questioned if it was the block length that the lawsuit was about, to which Sabers answered that it was. Sabers also said that if the plat is approved, the lawsuit will be dropped. Also, all the lots along E 8th Ave will be built by MTC.

Schroeder noted Publid Works has no issues with the new layout and does not affect any of the utilites in the area or for the future development. There is an easement in place for the utilities on the vacated portion of Wallace St.

Larson expressed that he is usually not in favor of vacating roads and would like to see the city

get the east 33' of the vacation.

Osterloo stated he is not in favor of the vacation Wallace St with this plat.

Motion by Genzlinger, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – nay, Schmitz – absent, Sonne – absent. 3 aye, 1 nay, 3 absent; motion carried.

15. Other Business:

None.

16. Public Input:

None.

17. Adjourn

Chairperson Larson adjourned the meeting at 12:37 P.M.

Jay A. Larson
Planning Commission Chairperson

CITY OF MITCHELL																
1ST & 2ND PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010^	4,680,000	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	Monthly
				540,211.39	1,075,242.00	1,593,252.54	2,180,589.42	2,733,231.96	3,302,768.93	4,043,246.31	4,575,432.27	5,296,898.07	5,892,796.49	6,514,847.57	7,250,061.70	YTD
						1,195,040.94			0.00			0.00			0.00	Quarter
2024	6,526,817	1,195,040.94	11.14	523,359.33	671,681.61											Monthly
				523,359.33	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	1,195,040.94	YTD
				-3.12%	11.14%											YTD %
^	Adjusted for DRR encoding error in March and April. Repayment made June 2010 through December 2010 in the amount of \$13,892.02 per penny, per month.															
+	Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of \$179,411.96 (\$89,705.98 per penny).															

CITY OF MITCHELL																
3RD PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	TOTAL ACTUAL	ACTUAL %													
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010	621,000	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08	
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78	
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67	
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28	
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57	
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49	
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09	
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35	Monthly
				58,654.19	134,215.60	199,200.39	270,127.61	330,176.63	409,665.01	512,913.22	590,016.20	715,348.91	796,582.40	882,056.61	974,198.96	YTD
						144,779.20			0.00			0.00			0.00	Quarter
2024	929,195	144,779.20	7.87	61,771.89	83,007.31											Monthly
				61,771.89	144,779.20	144,779.20	144,779.20	144,779.20	144,779.20	144,779.20	144,779.20	144,779.20	144,779.20	144,779.20	144,779.20	YTD
				5.32%	7.87%											YTD %



TO: Mayor Bob Everson & City Council Members

FROM: Stephanie Ellwein, City Administrator

RE: Sales Tax Update- February 2024

Attached you will find several different sales tax report items, outlined below.

City Year to Date Sales Tax Collections

This page reflects the year-to-date sales tax collections that are received from the State of SD. Typically, this “collection” is 4-6 weeks behind when the sales occurred. But the report is comparing the same report time frames for each of the years listed. This report matches what I use for budgeting purposes.

- **General Sales Tax:** The report shows that we are currently at 18.2% of the budgeted revenue collected with 16% of the year completed for 1st & 2nd Penny Sales tax. Our highest quarter of collections is in the 3rd quarter (representing sales in June, July, and August). We are above budget (year-to-date) in the collection of 1st & 2nd Penny Sales Tax.
- **Entertainment Tax:** The report shows that we are currently at 16% of the budgeted revenue collected with 16% of the year completed for entertainment tax. Our highest quarter of collections for entertainment tax is also in the 3rd quarter (representing sales in June, July, and August). We are at the projected budget (year-to-date) for 3rd Penny Sales Tax Collection.

Monthly Collections

This page includes the same collections information as the year-to-date collections; but shows it as a monthly amount. If you look at the boxes at the right of this page, it shows how much our monthly collections can vary. Some of this variation is due to the time cut offs for when the state pays the sales tax to the City.

Monthly Sales Tax by Category

This page shows the monthly sales grouped into the category of sale for that month. This information is taken from the Department of Revenue’s reported sales for the month shown. This is helpful when looking which categories have increased or decreased if we see changes in sales tax collections. Retail trade has been our largest sales tax category since 2019. In 2019 the annual total in this category was \$6.9 million, and in 2023 the category grew to \$8.7 million.

Hospitality Breakdown

This page shows the breakout of sales tax by hospitality category. For the past three years Eating Places has been the highest category. In 2021 it was \$1.62 million in sales tax and in 2023 it was \$1.65 million in sales tax.

1st & 2nd Penny Sales Tax

Year	Budget % Change	Actual % Change	Budget Amount	Total Collections	Difference	1Q	1Q %	2Q	2Q%	3Q	3Q%	4Q	4Q%
2013	5.1%	-2.9%	\$ 10,456,000	\$ 10,426,372	\$ (29,628)	\$ 2,272,853	21.8%	\$ 2,382,175	23%	\$ 2,798,741	27%	\$ 2,972,603	29%
2014	2.8%	3.8%	\$ 10,750,000	\$ 10,817,490	\$ 67,490	\$ 2,264,279	20.9%	\$ 2,354,631	22%	\$ 3,007,740	28%	\$ 3,190,840	29%
2015	0.0%	2.8%	\$ 10,750,000	\$ 11,120,694	\$ 370,694	\$ 2,492,614	22.4%	\$ 2,222,064	20%	\$ 3,085,898	28%	\$ 3,320,118	30%
2016	4.0%	-1.6%	\$ 11,180,000	\$ 10,943,600	\$ (236,400)	\$ 2,242,998	20.5%	\$ 2,378,030	22%	\$ 3,281,904	30%	\$ 3,040,668	28%
2017	0.0%	0.0%	\$ 11,180,000	\$ 10,945,889	\$ (234,111)	\$ 2,337,214	21.4%	\$ 2,345,800	21%	\$ 3,438,911	31%	\$ 2,823,964	26%
2018	-2.1%	4.6%	\$ 10,943,600	\$ 11,449,682	\$ 506,082	\$ 2,672,336	23.3%	\$ 2,260,035	20%	\$ 3,587,610	31%	\$ 2,929,702	26%
2019	0.9%	-1.4%	\$ 11,043,600	\$ 11,290,646	\$ 247,046	\$ 2,591,689	23.0%	\$ 2,216,828	20%	\$ 3,458,382	31%	\$ 3,023,747	27%
2020	-2.6%	-0.5%	\$ 10,756,666	\$ 11,231,537	\$ 474,871	\$ 2,565,429	22.8%	\$ 2,108,282	19%	\$ 3,560,399	32%	\$ 2,997,427	27%
2021	4.0%	10.2%	\$ 11,186,666	\$ 12,375,451	\$ 1,188,785	\$ 2,529,542	20.4%	\$ 2,511,038	20%	\$ 4,053,529	33%	\$ 3,281,341	27%
2022	2.2%	9.5%	\$ 11,431,538	\$ 13,551,624	\$ 2,120,086	\$ 2,969,781	21.9%	\$ 3,243,894	24%	\$ 3,694,041	27%	\$ 3,643,907	27%
2023	3.2%	7.0%	\$ 11,800,000	\$ 14,500,123	\$ 2,700,123	\$ 3,186,505	22.0%	\$ 3,419,033	24%	\$ 3,988,258	28%	\$ 3,906,327	27%
2024	11.3%		\$ 13,130,370	\$ 2,390,082	\$ (10,740,288)	\$ 2,390,082		\$ -		\$ -		\$ -	

18.2% % Budget

YTD vs FY budget - Full budget Year

16% % Year

YTD % Comparisons			
YTD %	Category	Projected Budget with %	Projected vs budget
6.5%	YTD vs 15 yr avg	\$ 223,893,089	\$ 212,461,551
6.8%	YTD vs 10 yr avg	\$ 212,536,604	\$ 201,105,066
7.9%	YTD vs 5 yr avg	\$ 183,283,285	\$ 171,851,747
8.6%	YTD vs 2020	\$ 168,791,365	\$ 157,359,827
8.2%	Last Fiscal Year	\$ 177,741,705	\$ 166,310,167

Quarterly Collection Comparisons				
Comparison	1st Q	2nd Q	3rd Q	4th Q
15 yr avg	21.7%	21.2%	29%	28%
10 yr avg	21.8%	21.0%	30%	27%
5 yr avg	22.3%	20.5%	31%	26%
2020 (Covid)	22.8%	18.8%	32%	27%
Last Fiscal Year	22.0%	23.6%	28%	27%

Year	Budget % Change	Actual % Change	Budget	Total Collected	Difference	1Q	1Q%	2Q	2Q%	3Q	3Q%	4Q	4Q%
2016	3.9%	2.9%	\$ 750,000.00	\$ 793,240.17	\$ 43,240.17	\$ 145,551.59	18.3%	\$ 157,655.63	20%	\$ 250,026.46	32%	\$ 240,006.49	30%
2017	-9.3%	-0.4%	\$ 680,000.00	\$ 790,107.66	\$ 110,107.66	\$ 145,552.59	18.4%	\$ 169,649.01	21%	\$ 269,219.66	34%	\$ 203,550.54	26%
2018	20.6%	-0.1%	\$ 820,000.00	\$ 789,558.58	\$ (30,441.42)	\$ 145,553.59	18.4%	\$ 143,388.32	18%	\$ 278,326.97	35%	\$ 203,784.27	26%
2019	-3.7%	5.6%	\$ 790,000.00	\$ 833,576.12	\$ 43,576.12	\$ 174,314.16	20.9%	\$ 155,419.75	19%	\$ 280,794.78	34%	\$ 223,047.43	27%
2020	0.0%	-9.4%	\$ 790,000.00	\$ 755,428.66	\$ (34,571.34)	\$ 172,442.09	22.8%	\$ 124,320.72	16%	\$ 245,967.43	33%	\$ 212,698.42	28%
2021	-17.7%	23.0%	\$ 650,000.00	\$ 929,071.87	\$ 279,071.87	\$ 157,977.15	17.0%	\$ 179,764.88	19%	\$ 345,504.57	37%	\$ 245,825.27	26%
2022	16.2%	4.8%	\$ 755,000.00	\$ 974,002.42	\$ 219,002.42	\$ 184,256.30	18.9%	\$ 233,236.54	24%	\$ 300,335.19	31%	\$ 256,174.39	26%
2023	11.9%	0.02%	\$ 845,000.00	\$ 974,198.96	\$ 129,198.96	\$ 199,200.39	20.4%	\$ 210,464.62	22%	\$ 305,683.90	31%	\$ 258,850.05	27%
2024	10.0%		\$ 929,195.00	\$ 144,779.20	\$ (784,415.80)	\$ 144,779.20		\$ -		\$ -		\$ -	

16% % Budget

YTD vs Fiscal Year Budget- Full Budget Year

16% % Year

YTD % Comparisons			
YTD %	Category	Projected Budget with %	Projected vs budget
5.5%	YTD vs 15 yr avg	\$ 17,639,393.44	\$ 16,884,393.44
6.0%	YTD vs 10 yr avg	\$ 16,335,430.20	\$ 15,580,430.20
6.6%	YTD vs 5 yr avg	\$ 14,680,048.40	\$ 13,925,048.40
7.9%	YTD vs 2020	\$ 12,389,994.82	\$ 11,634,994.82
6.01%	Last Fiscal Year	\$ 16,210,826.33	\$ 15,455,826.33

Quarterly Collection Comparisons				
Comparison	1st Q	2nd Q	3rd Q	4th Q
15 yr avg	18.9%	19.7%	32.1%	29.0%
10 yr avg	19.3%	19.7%	33.1%	27.6%
5 yr avg	19.6%	19.3%	33.9%	26.7%
2020 (Covid)	22.8%	16.5%	32.6%	28.2%
Last Fiscal Year	20.4%	21.6%	31.4%	26.6%

1st & 2nd Penny						
	2019	2020	2021	2022	2023	2024
January	\$ 761,929	\$ 964,852	\$ 1,009,586	\$ 1,166,606	\$ 1,080,423	\$ 1,046,719
February	\$ 950,102	\$ 802,795	\$ 740,180	\$ 742,043	\$ 1,070,061	\$ 1,343,363
March	\$ 879,659	\$ 797,782	\$ 779,775	\$ 1,061,132	\$ 1,036,021	\$ -
April	\$ 573,003	\$ 953,938	\$ 1,193,927	\$ 1,162,111	\$ 1,174,674	\$ -
May	\$ 1,191,121	\$ 844,821	\$ 1,020,762	\$ 969,562	\$ 1,105,285	\$ -
June	\$ 452,704	\$ 309,523	\$ 296,349	\$ 1,112,221	\$ 1,139,074	\$ -
July	\$ 1,234,603	\$ 1,641,325	\$ 1,871,253	\$ 1,313,649	\$ 1,480,955	\$ -
August	\$ 1,296,737	\$ 989,814	\$ 1,018,482	\$ 1,072,840	\$ 1,064,372	\$ -
September	\$ 927,041	\$ 929,259	\$ 1,163,794	\$ 1,307,552	\$ 1,442,932	\$ -
October	\$ 975,780	\$ 1,040,949	\$ 1,080,675	\$ 1,229,680	\$ 1,191,797	\$ -
November	\$ 1,071,957	\$ 883,891	\$ 923,563	\$ 1,058,664	\$ 1,244,102	\$ -
December	\$ 976,010	\$ 1,072,587	\$ 1,277,104	\$ 1,355,563	\$ 1,470,428	\$ -
Annual	\$ 11,290,646	\$ 11,231,537	\$ 12,375,451	\$ 13,551,624	\$ 14,500,123	\$ 2,390,082
YTD- February	\$ 1,712,031	\$ 1,767,647	\$ 1,749,767	\$ 1,908,650	\$ 2,150,484	\$ 2,390,082

1st & 2nd Penny YTD % Change					
	2020	2021	2022	2023	2024
compared to 2019	3.25%	2.20%	11.48%	25.61%	39.61%
compared to 2020		-1.01%	7.98%	21.66%	35.21%
compared to 2021			9.08%	22.90%	36.59%
compared to 2022				12.67%	25.22%
compared to 2023					11.14%

1st & 2nd Penny Monthly % Changes					
2024 vs	2019	2020	2021	2022	2023
January	41.80%	11.98%	7.02%	-7.39%	-3.12%
February	12.63%	33.29%	44.57%	44.20%	25.54%
March	17.78%	29.86%	32.86%	-2.37%	
April	105.00%	23.14%	-1.61%	1.08%	
May	-7.21%	30.83%	8.28%	14.00%	
June	151.62%	268.01%	284.37%	2.41%	
July	19.95%	-9.77%	-20.86%	12.74%	
August	-17.92%	7.53%	4.51%	-0.79%	
September	55.65%	55.28%	23.99%	10.35%	
October	22.14%	14.49%	10.28%	-3.08%	
November	16.06%	40.75%	34.71%	17.52%	
December	50.66%	37.09%	15.14%	8.47%	
Annual	28.43%	29.10%	17.17%	7.00%	

3rd Penny						
	2019	2020	2021	2022	2023	2024
January	\$ 51,577	\$ 59,398	\$ 55,833	\$ 69,159	\$ 58,654	\$ 61,772
February	\$ 62,860	\$ 56,494	\$ 50,072	\$ 43,370	\$ 75,561	\$ 83,007
March	\$ 59,878	\$ 56,550	\$ 52,154	\$ 71,726	\$ 64,985	\$ -
April	\$ 39,435	\$ 60,882	\$ 82,977	\$ 88,039	\$ 70,927	\$ -
May	\$ 78,469	\$ 40,520	\$ 65,404	\$ 65,623	\$ 60,049	\$ -
June	\$ 37,516	\$ 22,918	\$ 31,384	\$ 79,575	\$ 79,488	\$ -
July	\$ 89,756	\$ 96,077	\$ 141,572	\$ 101,834	\$ 103,248	\$ -
August	\$ 102,353	\$ 74,822	\$ 88,290	\$ 86,884	\$ 77,103	\$ -
September	\$ 88,686	\$ 75,068	\$ 115,643	\$ 111,617	\$ 125,333	\$ -
October	\$ 76,541	\$ 83,094	\$ 86,502	\$ 86,440	\$ 81,233	\$ -
November	\$ 80,243	\$ 57,532	\$ 70,472	\$ 81,093	\$ 85,474	\$ -
December	\$ 66,263	\$ 71,713	\$ 88,851	\$ 88,642	\$ 92,142	\$ -
Annual	\$ 833,576	\$ 755,069	\$ 929,154	\$ 974,002	\$ 974,199	\$ 144,779
YTD- February	\$ 114,437	\$ 115,892	\$ 105,905	\$ 112,530	\$ 134,216	\$ 144,779

3rd Penny YTD Percentage Change					
	2020	2021	2022	2023	2024
compared to 2019	1.27%	-7.46%	-1.67%	17.28%	26.51%
compared to 2020		-8.62%	-2.90%	15.81%	24.93%
compared to 2021			6.26%	26.73%	36.71%
compared to 2022				19.27%	28.66%
compared to 2023					7.87%

3rd Penny Monthly % Changes					
2024 vs	2019	2020	2021	2022	2023
January	13.72%	-1.25%	5.05%	-15.19%	5.32%
February	20.21%	33.75%	50.91%	74.22%	9.85%
March	8.53%	14.92%	24.60%	-9.40%	
April	79.86%	16.50%	-14.52%	-19.44%	
May	-23.47%	48.19%	-8.19%	-8.49%	
June	111.88%	246.84%	153.28%	-0.11%	
July	15.03%	7.46%	-27.07%	1.39%	
August	-24.67%	3.05%	-12.67%	-11.26%	
September	41.32%	66.96%	8.38%	12.29%	
October	6.13%	-2.24%	-6.09%	-6.02%	
November	6.52%	48.57%	21.29%	5.40%	
December	39.05%	28.49%	3.70%	3.95%	
Annual	16.87%	29.02%	4.85%	0.02%	

Sales Tax/ Gross Receipts Tax Category Breakdown

2019 FY	Jan	Feb	March	April	May	June	July	August	September	October	November	December	Annual
Ag Foerstery & Fishing	\$ 7,765.92	\$ 6,432.39	\$ 8,063.08	\$ 13,666.50	\$ 12,060.36	\$ 13,142.51	\$ 13,546.38	\$ 10,720.38	\$ 10,786.38	\$ 10,511.69	\$ 10,955.62	\$ 6,408.23	\$ 124,059.44
Construction	\$ 15,583.90	\$ 9,283.43	\$ 9,645.09	\$ 14,447.73	\$ 15,534.45	\$ 19,043.34	\$ 38,341.70	\$ 13,218.63	\$ 22,042.31	\$ 18,156.14	\$ 15,300.94	\$ 9,726.02	\$ 200,305.68
Manufacturing	\$ 56,044.18	\$ 17,911.76	\$ 22,125.30	\$ 39,583.93	\$ 17,726.45	\$ 30,975.40	\$ 29,244.66	\$ 54,868.49	\$ 29,549.54	\$ 37,438.13	\$ 32,989.23	\$ 24,347.74	\$ 392,354.81
Transportation, Communications, Electric, Gas & Sanitary Services	\$ 95,006.17	\$ 96,540.22	\$ 98,828.17	\$ 95,127.91	\$ 83,801.97	\$ 77,477.03	\$ 78,531.43	\$ 82,322.52	\$ 88,085.80	\$ 94,135.45	\$ 83,255.82	\$ 81,468.14	\$ 1,054,580.63
Wholesale Trade	\$ 97,012.71	\$ 58,151.86	\$ 50,679.11	\$ 60,510.01	\$ 62,576.84	\$ 62,833.95	\$ 78,127.16	\$ 72,360.83	\$ 34,437.54	\$ 64,634.41	\$ 54,985.52	\$ 54,234.69	\$ 750,544.63
Retail trade	\$ 632,848.68	\$ 474,326.85	\$ 447,358.87	\$ 542,229.45	\$ 548,141.83	\$ 609,201.78	\$ 631,301.92	\$ 600,874.93	\$ 635,198.53	\$ 589,080.14	\$ 636,557.53	\$ 628,642.48	\$ 6,975,762.99
Finance Insurance & Real Estate	\$ 11,513.49	\$ 7,074.07	\$ 8,367.32	\$ 8,223.60	\$ 9,171.30	\$ 10,518.30	\$ 10,797.95	\$ 13,764.57	\$ 1,399.47	\$ 14,016.32	\$ 12,898.79	\$ 11,293.58	\$ 119,235.58
Services (includes hotels)	\$ 176,868.77	\$ 117,464.41	\$ 130,784.19	\$ 125,526.13	\$ 162,629.61	\$ 145,536.99	\$ 164,697.16	\$ 159,414.53	\$ 172,428.04	\$ 142,301.40	\$ 148,072.51	\$ 135,315.17	\$ 1,781,038.91
Total	\$ 1,092,643.82	\$ 836,668.65	\$ 775,851.13	\$ 899,315.26	\$ 911,192.81	\$ 968,729.30	\$ 1,044,588.36	\$ 1,005,270.71	\$ 1,006,274.71	\$ 957,656.83	\$ 996,133.49	\$ 953,041.26	\$ 11,397,882.67
2020 FY	Jan	Feb	March	April	May	June	July	August	September	October	November	December	Annual
Ag Foerstery & Fishing	\$ 8,119.32	\$ 8,037.13	\$ 6,873.96	\$ 9,512.51	\$ 10,496.81	\$ 14,423.23	\$ 14,397.50	\$ 10,444.64	\$ 10,383.43	\$ 11,734.40	\$ 9,841.71	\$ 7,427.70	\$ 121,692.34
Construction	\$ 28,601.46	\$ 17,729.43	\$ 6,392.71	\$ 12,721.85	\$ 7,596.18	\$ 9,773.18	\$ 23,237.83	\$ 14,614.83	\$ 16,156.16	\$ 24,433.08	\$ 17,042.21	\$ 22,643.67	\$ 200,942.59
Manufacturing	\$ 30,385.28	\$ 20,178.14	\$ 17,047.53	\$ 29,730.50	\$ 24,616.41	\$ 67,125.13	\$ 30,297.55	\$ 28,804.37	\$ 27,845.22	\$ 26,972.95	\$ 30,338.13	\$ 31,188.81	\$ 364,530.02
Transportation, Communications, Electric, Gas & Sanitary Services	\$ 98,816.15	\$ 100,710.81	\$ 96,164.31	\$ 94,942.14	\$ 89,713.40	\$ 78,355.81	\$ 93,671.60	\$ 74,193.92	\$ 73,187.64	\$ 72,126.12	\$ 68,030.08	\$ 71,598.77	\$ 1,011,510.75
Wholesale Trade	\$ 75,185.99	\$ 59,455.79	\$ 57,134.92	\$ 54,341.76	\$ 52,071.78	\$ 47,202.59	\$ 62,277.19	\$ 65,381.33	\$ 66,711.16	\$ 59,577.59	\$ 55,928.03	\$ 54,714.10	\$ 709,982.23
Retail trade	\$ 674,619.06	\$ 496,100.82	\$ 488,714.29	\$ 534,546.08	\$ 536,642.83	\$ 628,605.58	\$ 655,558.59	\$ 628,791.41	\$ 661,063.35	\$ 622,498.89	\$ 635,266.98	\$ 630,276.13	\$ 7,192,684.01
Finance Insurance & Real Estate	\$ 11,572.63	\$ 12,374.75	\$ 6,885.45	\$ 8,316.42	\$ 6,778.87	\$ 11,300.58	\$ 11,376.28	\$ 12,524.55	\$ 13,688.81	\$ 6,539.96	\$ 11,995.01	\$ 11,914.05	\$ 127,067.36
Services (includes hotels)	\$ 155,926.64	\$ 122,081.78	\$ 125,302.00	\$ 133,791.91	\$ 108,804.57	\$ 100,078.98	\$ 138,854.67	\$ 178,498.30	\$ 147,687.70	\$ 133,791.86	\$ 145,885.37	\$ 118,336.96	\$ 1,609,040.74
Total	\$ 1,083,226.53	\$ 836,668.65	\$ 806,315.17	\$ 877,903.17	\$ 836,720.85	\$ 956,865.08	\$ 1,029,671.21	\$ 1,013,253.35	\$ 1,016,723.47	\$ 957,674.85	\$ 974,327.52	\$ 948,100.19	\$ 11,337,450.04
2021 FY	Jan	Feb	March	April	May	June	July	August	September	October	November	December	Annual
Ag Foerstery & Fishing	\$ 8,420.51	\$ 5,850.70	\$ 7,170.94	\$ 11,327.22	\$ 12,496.72	\$ 15,527.87	\$ 14,985.79	\$ 10,165.11	\$ 12,268.48	\$ 12,662.62	\$ 10,784.71	\$ 9,416.68	\$ 131,077.35
Construction	\$ 22,129.38	\$ 13,847.79	\$ 11,809.97	\$ 20,013.51	\$ 21,420.54	\$ 18,464.03	\$ 30,979.19	\$ 20,080.33	\$ 22,037.46	\$ 17,859.20	\$ 15,688.50	\$ 9,984.44	\$ 224,314.35
Manufacturing	\$ 30,592.13	\$ 19,657.38	\$ 18,881.00	\$ 23,608.22	\$ 37,575.88	\$ 25,505.92	\$ 30,293.26	\$ 29,104.85	\$ 25,563.76	\$ 25,227.72	\$ 23,791.81	\$ 31,457.87	\$ 321,259.80
Transportation, Communications, Electric, Gas & Sanitary Services	\$ 74,350.93	\$ 75,544.35	\$ 75,562.50	\$ 79,958.22	\$ 76,836.55	\$ 69,621.17	\$ 76,137.34	\$ 81,067.58	\$ 80,404.71	\$ 76,487.81	\$ 75,843.52	\$ 78,751.75	\$ 920,566.43
Wholesale Trade	\$ 64,023.27	\$ 41,673.03	\$ 46,660.63	\$ 68,285.34	\$ 32,993.15	\$ 54,930.94	\$ 66,391.63	\$ 60,288.26	\$ 62,557.22	\$ 62,242.19	\$ 57,414.04	\$ 56,203.34	\$ 673,663.04
Retail trade	\$ 709,648.44	\$ 577,454.64	\$ 520,944.03	\$ 685,688.28	\$ 660,434.65	\$ 698,548.74	\$ 764,788.88	\$ 689,692.90	\$ 715,515.62	\$ 679,867.36	\$ 736,865.99	\$ 740,751.35	\$ 8,180,200.88
Finance Insurance & Real Estate	\$ 10,994.63	\$ 10,843.93	\$ 8,996.44	\$ 11,215.03	\$ 13,443.96	\$ 10,836.19	\$ 18,525.05	\$ 16,583.60	\$ 16,836.61	\$ 17,015.99	\$ 12,545.30	\$ 12,351.41	\$ 160,188.14
Services (includes hotels)	\$ 147,046.95	\$ 120,434.51	\$ 119,934.76	\$ 150,202.55	\$ 147,976.78	\$ 150,512.07	\$ 190,029.16	\$ 188,602.93	\$ 199,186.14	\$ 185,500.35	\$ 155,953.78	\$ 149,087.80	\$ 1,904,467.78
Total	\$ 1,067,206.24	\$ 865,306.33	\$ 809,960.27	\$ 1,050,298.37	\$ 1,003,178.23	\$ 1,043,946.94	\$ 1,192,130.30	\$ 1,095,585.56	\$ 1,134,370.00	\$ 1,076,863.24	\$ 1,088,887.65	\$ 1,088,004.64	\$ 12,515,737.77
2022 FY	Jan	Feb	March	April	May	June	July	August	September	October	November	December	YTD
Ag Foerstery & Fishing	\$ 12,885.15	\$ 7,983.55	\$ 8,307.02	\$ 12,603.56	\$ 10,816.24	\$ 17,177.21	\$ 18,137.26	\$ 13,449.85	\$ 8,617.37	\$ 14,234.75	\$ 12,135.64	\$ 9,774.78	\$ 146,122.38
Construction	\$ 22,082.18	\$ 11,212.88	\$ 11,351.22	\$ 16,404.99	\$ 10,157.49	\$ 11,095.95	\$ 24,384.36	\$ 23,064.53	\$ 18,202.97	\$ 20,098.49	\$ 13,564.32	\$ 28,532.46	\$ 210,151.84
Manufacturing	\$ 27,347.13	\$ 22,772.54	\$ 22,644.29	\$ 23,390.61	\$ 23,544.41	\$ 28,520.91	\$ 34,753.03	\$ 26,353.50	\$ 31,759.21	\$ 36,224.57	\$ 36,993.12	\$ 32,747.67	\$ 347,050.99
Transportation, Communications, Electric, Gas & Sanitary Services	\$ 93,692.60	\$ 101,505.70	\$ 92,940.18	\$ 98,031.31	\$ 88,394.93	\$ 71,843.18	\$ 77,545.03	\$ 83,072.93	\$ 82,523.52	\$ 79,866.63	\$ 71,473.28	\$ 79,152.40	\$ 1,020,041.69
Wholesale Trade	\$ 83,278.03	\$ 63,916.13	\$ 53,840.90	\$ 73,351.60	\$ 68,332.00	\$ 71,340.69	\$ 94,069.47	\$ 69,503.61	\$ 94,033.45	\$ 93,701.32	\$ 84,943.48	\$ 85,278.28	\$ 935,589.06
Retail trade	\$ 788,155.05	\$ 599,077.38	\$ 577,240.68	\$ 689,010.07	\$ 671,126.39	\$ 730,790.28	\$ 812,197.73	\$ 757,500.94	\$ 786,712.58	\$ 762,627.05	\$ 765,821.46	\$ 784,423.09	\$ 8,724,682.70
Finance Insurance & Real Estate	\$ 19,881.01	\$ 16,106.67	\$ 11,996.27	\$ 14,697.89	\$ 11,363.14	\$ 10,932.37	\$ 18,868.36	\$ 16,163.86	\$ 16,868.48	\$ 14,793.79	\$ 15,896.68	\$ 12,558.90	\$ 180,127.42
Services (includes hotels)	\$ 176,678.85	\$ 134,749.13	\$ 142,490.84	\$ 176,231.33	\$ 171,987.84	\$ 152,311.08	\$ 198,065.51	\$ 203,412.18	\$ 207,059.33	\$ 192,700.59	\$ 195,026.97	\$ 159,909.22	\$ 2,110,622.87
Total	\$ 1,224,000.00	\$ 957,323.98	\$ 920,811.40	\$ 1,103,721.46	\$ 1,055,722.44	\$ 1,094,011.67	\$ 1,278,020.75	\$ 1,192,521.40	\$ 1,245,776.91	\$ 1,214,247.19	\$ 1,195,854.95	\$ 1,192,376.80	\$ 13,674,388.95
2023 FY	Jan	Feb	March	April	May	June	July	August	September	October	November	December	YTD
Ag Foerstery & Fishing	\$ 12,273.64	\$ 12,441.24	\$ 10,215.54	\$ 14,180.30	\$ 13,246.12	\$ 20,525.71	\$ 18,093.08	\$ 12,444.39	\$ 14,607.95	\$ 13,671.32	\$ 11,431.85	\$ 9,607.84	\$ 162,738.98
Construction	\$ 14,762.71	\$ 10,441.32	\$ 6,931.63	\$ 67,364.58	\$ 11,955.06	\$ 17,704.51	\$ 18,689.84	\$ 12,801.78	\$ 16,763.32	\$ 18,365.28	\$ 25,157.35	\$ 22,607.49	\$ 243,544.87
Manufacturing	\$ 45,321.23	\$ 30,697.16	\$ 24,357.94	\$ 91,488.39	\$ 31,200.18	\$ 38,061.08	\$ 37,026.87	\$ 25,490.85	\$ 42,046.23	\$ 50,660.13	\$ 43,385.78	\$ 44,290.08	\$ 504,025.92
Transportation, Communications, Electric, Gas & Sanitary Services	\$ 94,121.91	\$ 104,181.69	\$ 97,999.09	\$ 97,456.20	\$ 91,771.13	\$ 72,879.35	\$ 78,912.55	\$ 81,502.25	\$ 75,953.92	\$ 77,250.60	\$ 72,440.95	\$ 74,061.21	\$ 1,018,530.85
Wholesale Trade	\$ 93,787.75	\$ 79,023.56	\$ 70,397.23	\$ 74,328.23	\$ 90,281.59	\$ 83,502.61	\$ 107,373.25	\$ 80,697.85	\$ 95,573.20	\$ 113,720.93	\$ 118,266.21	\$ 93,647.70	\$ 1,100,600.11
Retail trade	\$ 890,667.51	\$ 641,047.12	\$ 645,594.09	\$ 758,545.07	\$ 772,673.23	\$ 849,843.32	\$ 912,388.25	\$ 835,545.22	\$ 918,307.00	\$ 889,959.99	\$ 873,094.80	\$ 917,463.63	\$ 9,905,129.23
Finance Insurance & Real Estate	\$ 19,941.86	\$ 10,059.51	\$ 8,589.77	\$ 13,210.73	\$ 10,283.29	\$ 14,165.81	\$ 11,550.62	\$ 14,048.04	\$ 16,875.47	\$ 13,597.88	\$ 13,210.35	\$ 12,299.21	\$ 157,832.54
Services (includes hotels)	\$ 189,527.32	\$ 165,878.20	\$ 170,263.84	\$ 179,544.24	\$ 194,926.60	\$ 255,654.38	\$ 255,025.70	\$ 234,771.93	\$ 239,947.93	\$ 227,667.55	\$ 214,302.50	\$ 191,483.92	\$ 2,518,994.11
Total	\$ 1,360,403.93	\$ 1,053,769.80	\$ 1,034,349.13	\$ 1,296,117.74	\$ 1,216,337.20	\$ 1,352,336.77	\$ 1,439,060.16	\$ 1,297,302.31	\$ 1,420,075.02	\$ 1,404,893.68	\$ 1,371,289.79	\$ 1,365,461.08	\$ 15,611,396.61
2024 FY	Jan	Feb	March	April	May	June	July	August	September	October	November	December	YTD
Ag Foerstery & Fishing	\$ 11,099.41	\$ 8,716.08											\$ 19,815.49
Construction	\$ 32,309.86	\$ 21,272.47											\$ 53,582.33
Manufacturing	\$ 47,477.40	\$ 46,737.54											\$ 94,214.94
Transportation, Communications, Electric, Gas & Sanitary Services	\$ 82,726.69	\$ 82,601.81											\$ 165,328.50
Wholesale Trade	\$ 98,815.74	\$ 69,970.17											\$ 168,785.91
Retail trade	\$ 959,900.77	\$ 731,294.70											\$ 1,691,195.47
Finance Insurance & Real Estate	\$ 19,898.30	\$ 9,590.47											\$ 29,488.77
Services (includes hotels)	\$ 212,154.53	\$ 179,194.91											\$ 391,349.44
Total	\$ 1,464,382.70	\$ 1,149,378.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,613,760.85

1st month in the category for that year

2nd month in that category for 3 years

3rd month in the category for 3 years

Hospitality Breakdown (General Sales Tax)- By returns filed date

2021	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	YTD	
Eating Place	\$ 102,929.18	\$ 126,073.01	\$ 95,913.95	\$ 128,167.10	\$ 124,990.38	\$ 153,396.62	\$ 151,570.83	\$ 165,517.70	\$ 174,049.31	\$ 137,610.37	\$ 141,445.45	\$ 120,938.85	\$ 1,622,602.75	73%
Drinking Places	\$ 5,931.55	\$ 7,031.86	\$ 6,592.54	\$ 7,446.96	\$ 7,592.03	\$ 8,478.90	\$ 10,635.84	\$ 34,888.44	\$ 8,614.70	\$ 7,038.19	\$ 10,608.24	\$ 8,190.17	\$ 123,049.42	6%
Hotels	\$ 17,755.40	\$ 15,652.64	\$ 13,180.98	\$ 23,841.10	\$ 24,627.39	\$ 40,177.36	\$ 61,938.06	\$ 53,672.19	\$ 72,237.52	\$ 56,826.25	\$ 50,151.45	\$ 44,229.02	\$ 474,289.36	21%
Monthly Totals	\$126,616.13	\$148,757.51	\$115,687.47	\$ 159,455.16	\$157,209.80	\$202,052.88	\$224,144.73	\$254,078.33	\$254,901.53	\$201,474.81	\$202,205.14	\$173,358.04	\$2,219,941.53	

2022	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	YTD	
Eating Place	\$ 119,779.58	\$ 130,087.28	\$ 110,506.30	\$ 134,058.91	\$ 131,332.27	\$ 128,288.86	\$ 153,039.55	\$ 151,524.69	\$ 169,996.43	\$ 140,043.29	\$ 142,225.92	\$ 126,361.79	\$ 1,637,244.87	71%
Drinking Places	\$ 7,605.18	\$ 7,797.14	\$ 9,322.45	\$ 7,811.10	\$ 10,065.42	\$ 8,571.33	\$ 8,616.09	\$ 10,261.56	\$ 11,591.66	\$ 9,942.05	\$ 12,844.99	\$ 12,222.57	\$ 116,651.54	5%
Hotels	\$ 24,468.04	\$ 19,521.84	\$ 23,811.88	\$ 31,951.59	\$ 29,811.13	\$ 44,825.40	\$ 64,913.70	\$ 70,164.75	\$ 69,811.17	\$ 57,495.30	\$ 62,160.96	\$ 40,231.07	\$ 539,166.83	24%
Monthly Totals	\$151,852.80	\$157,406.26	\$143,640.63	\$ 173,821.60	\$171,208.82	\$181,685.59	\$226,569.34	\$231,951.00	\$251,399.26	\$207,480.64	\$217,231.87	\$178,815.43	\$2,293,063.24	

2023	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	YTD	
Eating Place	\$ 115,158.75	\$ 129,044.13	\$ 117,360.14	\$ 135,195.50	\$ 132,212.89	\$ 133,269.12	\$ 152,285.53	\$ 156,359.01	\$ 176,791.97	\$ 145,185.85	\$ 134,477.86	\$ 130,227.60	\$ 1,657,568.35	71%
Drinking Places	\$ 9,945.59	\$ 5,222.99	\$ 10,702.69	\$ 11,446.15	\$ 8,086.68	\$ 10,409.47	\$ 8,606.72	\$ 8,720.32	\$ 13,988.58	\$ 10,049.55	\$ 12,449.68	\$ 13,569.25	\$ 123,197.67	5%
Hotels	\$ 25,856.26	\$ 23,890.32	\$ 21,639.68	\$ 29,470.20	\$ 30,128.56	\$ 43,063.96	\$ 64,147.95	\$ 67,010.58	\$ 75,855.16	\$ 60,599.44	\$ 58,472.86	\$ 43,737.93	\$ 543,872.90	23%
Monthly Totals	\$150,960.60	\$158,157.44	\$149,702.51	\$ 176,111.85	\$170,428.13	\$186,742.55	\$225,040.20	\$232,089.91	\$266,635.71	\$215,834.84	\$205,400.40	\$187,534.78	\$2,324,638.92	

2024	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	YTD	
Eating Place	\$ 131,152.38	\$ 133,891.62												
Drinking Places	\$ 9,928.20	\$ 9,791.15												
Hotels	\$ 30,156.90	\$ 20,991.05												
Monthly Totals	\$171,237.48	\$164,673.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Returns Filed		
2021	Highest	Lowest
Eating Place	September	March
Drinking Places	August	January
Hotels	September	March

Returns Filed		
2022	Highest	Lowest
Eating Place	September	March
Drinking Places	November	January
Hotels	August	February

Returns Filed		
2023	Highest	Lowest
Eating Place	September	January
Drinking Places	September	February
Hotels	September	March

	Sales Tax	Ent. Tax	Total Municipal Tax Due
Year	City Received change from previous year	City Received change from previous year	State Report
2023	7.00%	0.20%	6.51%
2022	9.50%	4.80%	9.16%
2021	10.18%	23.00%	11.01%
2020	-0.52%	-9.37%	-1.14%
2019	-1.39%	5.57%	-0.94%
2018	4.60%	-0.07%	4.25%
2017	-0.02%	-0.39%	0.01%
2016	-1.59%	2.93%	-1.29%
2015	2.80%	6.21%	3.00%
2014	3.75%	5.00%	3.81%
2013	-2.89%	-0.94%	-2.77%
2012	9.20%	6.27%	9.01%
2011	3.66%	-1.21%	4.70%

City	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	10 year change	10 year change avg
Aberdeen	2.11%	-1.42%	2.21%	7.55%	3.11%	0.34%	3.45%	-0.50%	3.12%	4.99%	-2.82%	19.33%	-2.51%	1.14%	0.10%	29.65%	2.66%
Brandon												4.93%	18.06%	15.04%	13.50%	38.03%	12.88%
Brookings	-6.01%	2.09%	1.15%	6.83%	10.25%	4.80%	1.83%	4.57%	1.56%	3.21%	3.88%	-1.89%	7.94%	6.31%	8.90%	42.46%	4.11%
Huron	-0.70%	0.76%	8.09%	5.16%	-0.59%	2.24%	4.55%	5.63%	-2.75%	5.40%	-0.70%	-2.53%	16.83%	21.32%	10.10%	49.40%	4.94%
Mitchell	-2.75%	4.90%	4.70%	9.01%	-2.77%	3.81%	3.00%	-1.29%	0.01%	4.25%	-0.94%	-1.14%	11.01%	9.31%	4.00%	25.25%	3.20%
Pierre	4.01%	2.73%	2.08%	7.25%	1.58%	5.35%	4.70%	4.36%	-2.68%	1.84%	2.02%	2.44%	12.20%	8.13%	4.50%	39.94%	4.29%
Rapid City	-2.36%	2.82%	5.10%	6.70%	3.37%	4.13%	4.03%	1.26%	1.85%	2.82%	2.08%	2.50%	18.64%	7.15%	1.60%	47.83%	4.61%
Sioux Falls	-2.28%	4.05%	3.13%	6.26%	7.67%	5.10%	6.06%	3.08%	1.72%	4.19%	6.61%	-1.41%	19.25%	6.45%	3.90%	58.72%	5.50%
Spearfish	-2.21%	1.65%	2.71%	3.85%	7.04%	5.07%	2.04%	0.20%	0.47%	4.55%	7.50%	6.94%	15.09%	12.47%	3.20%	61.37%	5.75%
Sturgis													18.43%	2.43%	1.30%	29.68%	7.42%
Vermillion												-1.30%	15.46%	2.14%	3.20%	16.30%	4.88%
Watertown	-1.96%	4.24%	4.71%	8.08%	0.62%	5.26%	0.37%	-0.40%	2.84%	3.19%	5.91%	1.84%	11.37%	11.48%	4.40%	42.48%	4.63%
Yankton	1.58%	-0.59%	8.07%	7.28%	-0.73%	4.28%	5.84%	1.82%	2.53%	4.06%	3.93%	1.08%	11.14%	8.72%	3.50%	42.67%	4.69%
Avg.	-1.06%	2.12%	4.20%	6.80%	2.96%	4.04%	3.59%	1.87%	0.87%	3.85%	2.75%	2.95%	13.30%	8.62%	4.78%	40.29%	5.35%

Rate of SD Dept. of Rev- Municipal Tax Due for Returns Filed in 2023 Month vs 2022 Month (Includes City General Tax & Gross Receipts Tax)													
2024-2023 Monthly Change													
City	Jan.	Feb.	March	April	May	June	July	August	Sept.	October	Nov.	Dec.	Avg %
Aberdeen	7.94%	4.13%											6.04%
Brandon	8.18%	-6.01%											12.46%
Brookings	17.03%	4.52%											10.78%
Huron	-3.64%	1.60%											-1.02%
Mitchell	7.86%	9.05%											8.46%
Pierre	12.36%	4.59%											8.48%
Rapid City	4.62%	3.85%											4.24%
Sioux Falls	5.61%	2.31%											3.96%
Spearfish	4.85%	0.99%											2.92%
Sturgis	9.76%	-5.39%											2.19%
Vermillion	17.86%	9.70%											13.78%
Watertown	6.63%	8.55%											7.59%
Yankton	6.46%	-2.64%											1.91%
Average	8.12%	2.71%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	6.29%
Minimum	-3.64%	-6.01%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-1.02%
Maximum	17.86%	9.70%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	13.78%

Some large differences can be explained by amended returns in future months and late filers. Late filers sometimes file more than one return in the same month

Total Tax Due for Returns Filed in Calendar Year										
	2017	2018	2019	2020	2021	2022	2023	Average \$ Change	Total \$ Change	Total % change
Aberdeen	\$ 18,598,866	\$ 19,527,228	\$ 18,975,828	\$ 22,644,000	\$ 22,076,570	\$ 22,957,732	\$ 22,827,683	\$ 704,803	\$ 4,358,866	23%
Brandon	\$ 3,229,684	\$ 3,481,717	\$ 3,612,389	\$ 3,790,451	\$ 4,474,996	\$ 5,148,154	\$ 5,744,778	\$ 419,182	\$ 1,918,470	59%
Brookings	\$ 14,427,934	\$ 14,891,669	\$ 15,469,968	\$ 15,178,035	\$ 16,383,877	\$ 19,091,877	\$ 20,905,658	\$ 1,079,621	\$ 4,663,943	32%
Huron	\$ 7,111,077	\$ 7,495,105	\$ 7,438,575	\$ 7,250,044	\$ 8,470,100	\$ 9,412,463	\$ 10,150,006	\$ 506,488	\$ 2,301,386	32%
Mitchell	\$ 11,853,650	\$ 12,357,629	\$ 12,241,100	\$ 12,101,471	\$ 13,434,039	\$ 14,664,871	\$ 15,619,591	\$ 627,657	\$ 2,811,221	24%
Pierre	\$ 8,297,243	\$ 8,449,851	\$ 8,620,493	\$ 8,830,584	\$ 9,907,917	\$ 10,604,230	\$ 11,245,467	\$ 491,371	\$ 2,306,987	28%
Rapid City	\$ 60,758,794	\$ 62,471,437	\$ 63,771,484	\$ 65,366,366	\$ 77,549,278	\$ 83,592,498	\$ 85,247,983	\$ 4,081,532	\$ 22,833,704	38%
Sioux Falls	\$ 130,439,571	\$ 135,906,268	\$ 144,892,947	\$ 142,854,319	\$ 170,359,460	\$ 191,408,855	\$ 196,158,534	\$ 10,953,161	\$ 60,969,284	47%
Spearfish	\$ 9,250,887	\$ 8,626,018	\$ 9,272,733	\$ 9,915,806	\$ 11,411,988	\$ 12,644,191	\$ 13,143,167	\$ 648,713	\$ 3,393,304	37%
Vermillion	\$ 4,041,851	\$ 4,108,908	\$ 4,408,331	\$ 4,351,065	\$ 5,023,638	\$ 5,131,263	\$ 5,703,700	\$ 276,975	\$ 1,089,412	27%
Watertown	\$ 15,728,091	\$ 16,229,255	\$ 17,188,749	\$ 17,504,997	\$ 19,494,471	\$ 21,790,107	\$ 22,533,708	\$ 1,134,269	\$ 6,062,016	39%
Yankton	\$ 9,825,871	\$ 10,235,607	\$ 10,637,414	\$ 10,752,469	\$ 11,950,307	\$ 12,967,328	\$ 13,382,712	\$ 592,807	\$ 3,141,457	32%
Average	\$ 24,463,627	\$ 25,315,058	\$ 26,377,501	\$ 26,711,634	\$ 30,878,053	\$ 34,117,798	\$ 35,221,916	\$ 1,793,048	\$ 9,654,171	35%
Minimum	\$ 3,229,684	\$ 3,481,717	\$ 3,612,389	\$ 3,790,451	\$ 4,474,996	\$ 5,131,263	\$ 5,703,700	\$ 276,975	\$ 1,089,412	
Maximum	\$ 130,439,571	\$ 135,906,268	\$ 144,892,947	\$ 142,854,319	\$ 170,359,460	\$ 191,408,855	\$ 196,158,534	\$ 10,953,161	\$ 60,969,284	

Date: 2/1/2024
To: Mayor & City Council
Re: January 2024 Building Permits



	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15127	Charles Rassel	721 N. Winsor St.	Garage Addn	Owner	\$ 6,865.00	\$ 68.00	Garages/Sheds
2	15128	Gold Key Properties LLC	404 N. Lytle	Warehouse Addn.	ECL	\$ 36,000.00	\$ 324.00	Commercial Additions
3	15129	Mark Puetz	25303 Georgella Place.	12 x 24 Shed	Owner	\$ 10,000.00	\$ 87.00	Residential Additions
4	15130	Muth Elec. LLC.	1400 S Burr St.	Rework Space	Jim Radke	\$ 3,000,000.00	\$ 9,450.00	Commercial Additions
5	15131	Jeromy O'Dell	1128 Woods Cr.	Finish Basement	Seosbe Const.	\$ 24,000.00	\$ 170.00	Residential Additions
6	15132	Enertech Global	5751 Airport Road	Rework Office Space	Schmitz Const.	\$ 200,000.00	\$ 993.00	Residential Additions
7	15133	The Window Shop	124 S. Main St.	Comm. Reroof	CE Const.	\$ 80,000.00	\$ 550.00	Commercial Additions
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
Total						\$ 3,356,865.00	\$ 11,642.00	

Sincerely,
John D. Hegg

Building Official

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2023 through September 30th, 2024
Month: January 2024

	Month End		Year to Date		Difference	
	2023	2024	2023	2024	Month End	Year to Date
Elderly Riders	1,137	1,404	4,457	6,047	267	1,590
General Public Riders	683	927	2,546	3,594	244	1,048
Handicap Riders	2,054	2,229	7,918	8,479	175	561
School - Age Riders	2,522	3,190	9,706	12,184	668	2,478
Unduplicate						
59 & Under	64	59	543	671	(5)	128
Elderly 60 & Over	30	52	257	310	22	53
Total Rides	6,396	7,750	24,627	30,304	1,354	5,677
Total Miles	14,391	18,194	55,450	69,924	3,803	14,474
January 2024 Trip Type	Education	Employment	Medical	Nutrition	Same Day	Shopping
	3,435	1,926	1,030	62	177	235

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

MITCHELL POLICE DEPARTMENT

ACTIVITY REPORT FOR FEBRUARY 2024

FEB 2023	FEB 2024	YEAR TO DATE 2024
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CALLS			
Calls for Service (6 Counties)	805	666	1,494
Calls for Service (City of Mitchell)	722	609	1,343
Case Reports Written (City Mitchell)	190	188	374
TOTAL CALLS ANSWERED	1717	1463	3,211

TRAFFIC STOPS PERFORMED			
Mitchell Police	190	254	426
All other counties	404	667	1017
TOTAL TRAFFIC STOPS	594	921	1443

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	24	21	61

TICKETS ISSUED	111	101	212
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WARNING TICKETS ISSUED	166	223	366
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PARKING TICKETS ISSUED	118	38	194
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Mike Koster
Chief of Police

Mitchell Fire Rescue Monthly reports for 2024

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	178	141											319
Amb. Transfers Out of Town	11	7											18
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	35	19											54
City fire calls	31	17											48
County fire calls	4	2											6
EMS assist calls	69	54											123
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	100	16											116
Consultations/Plans	24	45											69
Public Education	1	0											1
Fire Investigations	2	0											2
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	17	12											29
Dept. tours	4	4											8
Public Education	5	3											8

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2023 through September 30th, 2024
Month: February 2024

	Month End		Year to Date		Difference	
	2023	2024	2023	2024	Month End	Year to Date
Elderly Riders	1,056	1,360	5,513	7,407	304	1,894
General Public Riders	751	860	3,297	4,454	109	1,157
Handicap Riders	1,919	2,285	9,837	10,764	366	927
School - Age Riders	2,665	3,279	12,371	15,463	614	3,092
Unduplicate						
59 & Under	46	44	589	715	(2)	126
Elderly 60 & Over	21	22	278	332	1	54
Total Rides	6,391	7,784	31,018	38,088	1,393	7,070
Total Miles	14,093	17,330	69,543	87,254	3,237	17,711

February 2024	Education	Employment	Medical	Nutrition	Same Day	Shopping	Social Rec
Trip Type	3,506	1,917	906	63	74	239	1,079
2023	3,152	1,556	767	72	115	240	489

February 2024, same day rides were closed on many days due to driver availability.

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*



Airport Report February 2024

Snow removal operations were completed and remain on standby. Airfield lighting repairs , runway inspections and airport advisories were maintained throughout the month. All equipment and buildings received regular scheduled maintenance and repairs. Precision approach lighting for runway 36 will receive a main control board replacement / update. The unit has been sent to the factory to complete the update . Vir Tower runway operations have been forwarded to the DOT aeronautics for review. A full report will be sent to the FAA once we reach a full year of operation.

Airport Operations

Snapshot Local Time

Start Date 02/01/2024 00:00 LT
End Date 02/29/2024 23:59 LT

Creation

User

Customer ID

03/01/2024 07:13

Mike_Scherschligt

KMHE

Summary

Landings		Take-Offs		Totals	
Single Engine	266	Single Engine	273	Single Engine	539
Single Engine Turbine	11	Single Engine Turbine	14	Single Engine Turbine	25
Multi Engine	15	Multi Engine	13	Multi Engine	28
Multi Engine Turbine	10	Multi Engine Turbine	10	Multi Engine Turbine	20
Business Jet	13	Business Jet	12	Business Jet	25
Helicopter	0	Helicopter	1	Helicopter	1
Other	1	Other	1	Other	2
TOTAL	316	TOTAL	324	TOTAL	640

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	261	A1	267	A1	528
A2	8	A2	11	A2	19
B1	15	B1	15	B1	30
B2	13	B2	12	B2	25
C1	1	C1	1	C1	2
C2	1	C2	1	C2	2
HEL	0	HEL	1	HEL	1
UKN	17	UKN	16	UKN	33
TOTAL	316	TOTAL	324	TOTAL	640

Operations by Aircraft Type

Single Engine		Single Engine Turbine		Multi Engine		Multi Engine Turbine		Business Jet		Jet 2	Jet NB		Jet 4		Jet WB		Helicopter	
B33	2	P46T	6	C337	1	BE20	6	BE40	2								B407	1
B35	4	PC12	19	C340	2	BE9L	8	C25B	2									
C172	70			C414	12	C425	4	C510	6									
C182	75			C421	2	MU2	2	C525	3									
Glasair	1			DA62	1			C56X	2									
PA28	336			GA7	10			C680	2									
PA46	2							E55P	2									
RV10	3							GALX	2									
RV12	2							LJ45	2									
RV8	2							SF50	2									
SR22	12																	
Others	30																	

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 3/1/24

Coagulant – (AF-1102) 0 Gallons

Lime 159,104 lbs. or 79.552 Ton's

Fluoride 814 Gallon's

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

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

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

Chlorine 773 lbs. or 0.387 Ton

Poly-phosphate 5400 lbs. or 2.700 Ton's

Carbon Dioxide 0 Lbs. or 0 Ton's

Ammonia 506 lbs. or 0.253 Ton's

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT MONTH / YEAR—February, 2024— Jon Vermeulen – Utilities Superintendent

Coagulant Aid- (2187)	=	<u>0-Gals.</u>	X	<u>CONTRACT</u>	=	<u>\$0.00</u>
Lime	=	<u>0# or 0- TON'S</u>	X	<u>\$192.39/TON</u>	=	<u>\$0.00</u>
Sodium Chlorite	=	<u>0-GAL.</u>	X	<u>CONTRACT</u>	=	<u>\$0.00</u>
Fluoride	=	<u>0-GAL.</u>	X	<u>\$1.99/GAL.</u>	=	<u>\$0.00</u>
Polymer (2386)	=	<u>0-GAL.</u>	X	<u>CONTRACT</u>	=	<u>\$0.00</u>
Activated Carbon	=	<u>0# or 0- TON'S</u>	X	<u>\$1,936.25/TON</u>	=	<u>\$0.00</u>
Chlorine	=	<u>0# or 0.01- TON'S</u>	X	<u>\$1.45/LB.</u>	=	<u>\$0.00</u>
Poly Phosphate	=	<u>1050# or .4 TON</u>	X	<u>\$2.25/LB.</u>	=	<u>\$2362.50</u>
Carbon Dioxide	=	<u>0# or 0 - TON'S</u>	X	<u>\$178.00/TON</u>	=	<u>\$0.00</u>
Ammonia	=	<u>0# or 0.002- TON'S</u>	X	<u>\$2.17 /LB.</u>	=	<u>\$0.00</u>
Pristine Contract	=	<u>0 -MG of WATER</u>	X	<u>.255/1000 GALS. RAW WATER</u>	=	<u>\$0.00</u>

TOTAL = \$1729.17

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

Finished Water (EFFLUENT) 41.896 MG-----or 1.445 MGD-----or----- PEAK DAY 1.966 MG

B-Y- Water (INFLUENT) 42.156 MG----- or 1.454 MGD-----or----- PEAK DAY 1.822 MG

B-Y & RAW WATER TREATED – TOTAL= 442.156 MG --- or 1.454 MGD ----or ----- PEAK DAY 1.822 MG

Chemical cost = 2362.50 = \$56.38 per MG or 0.042 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Lime	=	<u>0</u> Mg/L	<u>0</u> lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Fluoride	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Polymer (2386)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Activated Carbon	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 4 lbs. per Gallon / Raw Water
Chlorine	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate	=	<u>1.50</u> Mg/L--	<u>1050</u> lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer	=	<u>0</u> Mg/L --	<u>0</u>

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

MONTH --- February YEAR - 2024

Influent ----- 42.156-- Million Gallon's

Effluent ----- 41.896 -- Million Gallon's

Chemical costs for B-Y Water:

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

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

Poly -phosphate----- 1050 lbs. @ \$2.25 per lb. = \$2,362.50

Total = \$2,362.50

Cost per Unit (750 gallon) = \$0.042

Cost per 1,000 gallons of water = \$0.056

2022 - WATER CONSUMPTION

DATE	Lake Mitchell Influent MG	B-Y Rural Water Influent MG	Effluent to Water Towers MG
2/1/2024	0-MG	1.813	1.938
2/2/2024	0-MG	1.237	1.093
2/3/2024	0-MG	1.638	1.767
2/4/2024	0-MG	1.158	1.112
2/5/2024	0-MG	1.679	1.756
2/6/2024	0-MG	1.780	1.966
2/7/2024	0-MG	1.174	1.075
2/8/2024	0-MG	1.732	1.820
2/9/2024	0-MG	1.100	0.936
2/10/2024	0-MG	1.599	1.622
2/11/2024	0-MG	1.397	1.466
2/12/2024	0-MG	1.508	1.315
2/13/2024	0-MG	1.749	1.816
2/14/2024	0-MG	1.079	0.905
2/15/2024	0-MG	1.698	1.724
2/16/2024	0-MG	1.088	0.935
2/17/2024	0-MG	1.589	1.604
2/18/2024	0-MG	1.17	1.041
2/19/2024	0-MG	1.809	1.852
2/20/2024	0-MG	1.178	1.007
2/21/2024	0-MG	1.822	1.853
2/22/2024	0-MG	1.145	1.036
2/23/2024	0-MG	1.643	1.743
2/24/2024	0-MG	1.425	1.606
2/25/2024	0-MG	1.381	1.279
2/26/2024	0-MG	1.736	1.912
2/27/2024	0-MG	1.028	0.912
2/28/2024	0-MG	1.694	1.888
2/29/2024	0-MG	1.107	0.917
TOTALS	0-MG	42.156	41.896

<u>Date</u>	<u>Source</u>	<u>Site</u>	<u>Chlorine PPM</u> 0.5PPM-4.00PPM	<u>Bacteria</u>
2/5/2024	Fire Dept	#2	2.68	Absent
2/5/2024	J Mart Sinclair	#5	2.60	Absent
2/5/2024	Wesley Acres	#9	2.40	Absent
2/5/2024	Moose Lodge	#11	2.89	Absent
2/5/2024	City Library	#12	2.64	Absent
2/5/2024	Casey' Store	#14	2.65	Absent
2/5/2024	City hall	#2	2.62	Absent
2/12/2024	Water Treatment Plant	#1	2.72	Absent
2/12/2024	Queen Of Peace	#3	2.78	Absent
2/12/2024	East Cuby's Store	#4	2.53	Absent
2/12/2024	Dakota Medical Spec	#6	2.62	Absent
2/12/2024	Erickson Oil	#7	2.50	Absent
2/12/2024	Arnies	#8	2.64	Absent
2/12/2024	Culvers	#10	2.77	Absent
2/12/2024	City Park Dept	#13	2.79	Absent
Average			2.66	Absent

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

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct #
06771

Date Printed
MAR 1 24

Monthly Billing Statement

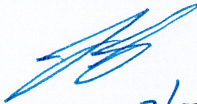
Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
MAR 1 24	14,210,233,000	14,169,008,000	41,225,000	50,706.75		50,706.75

0.00

B-Y WATER
602-43330-42850

Balance Due Upon Receipt \$ 50,706.75

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


3/5/24

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

MAR 1 24
CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
MAR 1 24	14,210,233,000	14,169,008,000	41,225,000	50,706.75		50,706.75

0.00

Service Address

Balance Due Upon Receipt \$ 50,706.75

Remit to:

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

TOTAL
PAYMENT

\$

City of Mitchell Water Rate Charged

3/1/2024

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

Month: 2

Year: 2024

Billing Month: 3

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	1,496,000	0	1,496,000	\$1,840.08	0	\$0.00	0	\$0.00	0	\$0.00	\$1,840.08
2	1,498,000	0	1,498,000	\$1,842.54	0	\$0.00	0	\$0.00	0	\$0.00	\$1,842.54
3	1,612,000	0	1,612,000	\$1,982.76	0	\$0.00	0	\$0.00	0	\$0.00	\$1,982.76
4	1,121,000	0	1,121,000	\$1,378.83	0	\$0.00	0	\$0.00	0	\$0.00	\$1,378.83
5	1,656,000	0	1,656,000	\$2,036.88	0	\$0.00	0	\$0.00	0	\$0.00	\$2,036.88
6	1,508,000	0	1,508,000	\$1,854.84	0	\$0.00	0	\$0.00	0	\$0.00	\$1,854.84
7	1,388,000	0	1,388,000	\$1,707.24	0	\$0.00	0	\$0.00	0	\$0.00	\$1,707.24
8	1,705,000	0	1,705,000	\$2,097.15	0	\$0.00	0	\$0.00	0	\$0.00	\$2,097.15
9	1,054,000	0	1,054,000	\$1,296.42	0	\$0.00	0	\$0.00	0	\$0.00	\$1,296.42
10	1,566,000	0	1,566,000	\$1,926.18	0	\$0.00	0	\$0.00	0	\$0.00	\$1,926.18
11	1,136,000	0	1,136,000	\$1,397.28	0	\$0.00	0	\$0.00	0	\$0.00	\$1,397.28
12	1,694,000	0	1,694,000	\$2,083.62	0	\$0.00	0	\$0.00	0	\$0.00	\$2,083.62
13	1,542,000	0	1,542,000	\$1,896.66	0	\$0.00	0	\$0.00	0	\$0.00	\$1,896.66
14	1,208,000	0	1,208,000	\$1,485.84	0	\$0.00	0	\$0.00	0	\$0.00	\$1,485.84
15	1,668,000	0	1,668,000	\$2,051.64	0	\$0.00	0	\$0.00	0	\$0.00	\$2,051.64
16	1,043,000	0	1,043,000	\$1,282.89	0	\$0.00	0	\$0.00	0	\$0.00	\$1,282.89
17	1,554,000	0	1,554,000	\$1,911.42	0	\$0.00	0	\$0.00	0	\$0.00	\$1,911.42
18	1,124,000	0	1,124,000	\$1,382.52	0	\$0.00	0	\$0.00	0	\$0.00	\$1,382.52
19	1,669,000	0	1,669,000	\$2,052.87	0	\$0.00	0	\$0.00	0	\$0.00	\$2,052.87
20	1,246,000	0	1,246,000	\$1,532.58	0	\$0.00	0	\$0.00	0	\$0.00	\$1,532.58
21	1,643,000	0	1,643,000	\$2,020.89	0	\$0.00	0	\$0.00	0	\$0.00	\$2,020.89
22	1,251,000	0	1,251,000	\$1,538.73	0	\$0.00	0	\$0.00	0	\$0.00	\$1,538.73
23	1,608,000	0	1,608,000	\$1,977.84	0	\$0.00	0	\$0.00	0	\$0.00	\$1,977.84
24	1,106,000	0	1,106,000	\$1,360.38	0	\$0.00	0	\$0.00	0	\$0.00	\$1,360.38
25	1,620,000	0	1,620,000	\$1,992.60	0	\$0.00	0	\$0.00	0	\$0.00	\$1,992.60
26	1,455,000	0	1,455,000	\$1,789.65	0	\$0.00	0	\$0.00	0	\$0.00	\$1,789.65
27	1,230,000	0	1,230,000	\$1,512.90	0	\$0.00	0	\$0.00	0	\$0.00	\$1,512.90
28	1,553,000	0	1,553,000	\$1,910.19	0	\$0.00	0	\$0.00	0	\$0.00	\$1,910.19
29	1,271,000	0	1,271,000	\$1,563.33	0	\$0.00	0	\$0.00	0	\$0.00	\$1,563.33
30	0	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
31	0	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
TOTALS	41,225,000	0	41,225,000	\$50,706.75	0	\$0.00	0	\$0.00	0	\$0.00	\$50,706.75

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Previous Month Read =	14,169,008,000			
Current Month Read =	14,210,233,000			
Current Month Use =	41,225,000			
Days billed in February =	\$50,706.75	41,225,000	\$50,706.75	\$0.00
Days carried from previous month =	\$0.00	0	\$0.00	\$0.00
Total bill for February =	\$50,706.75	41,225,000	\$50,706.75	\$0.00

Days that will be billed in March = \$0.00

Note: March billing meter was read on March 1st, therefore no February days will be included in April billing.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Supplement is for expense to be covered by Parks Private Donation Account, specifically the dog park fund.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

N/A

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

Expense has been incurred for an immediate need.

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 6 MAR 24

Organization: VFW Post 2750

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

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

Contact Information:

Name: MARTIN J. WISDOM

Address: 25044 413th Ave Mitchell SD 5724

Phone #: 605 433-2220

Email: mchristner@satel.net

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

Dates of Ticket Sales: 6 APR 24 (Saturday 5:00 PM - 8:00 PM)

Date of Raffle Drawing: 15 JUN 24 or (JULY) 15-16

Value of Raffle Prize: 3000⁰⁰

Proceeds Benefitting: VFW Post 2750 Renovation of Bathrooms & Down Stairs

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

Date Received: 3-6-2024

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:	March 18, 2024	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Surplus Mini Excavator from Cemetery To Be Traded-In		
Explanation/Background of Agenda Item Requested:	2002 Case CX36 Mini Excavator, serial number DFE0002182, is being surplusd for trade-in to apply toward the purchase of a replacement mini excavator.		

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:	March 18, 2024	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	101-43700-43400 Skid Loader, \$46,000		
Agenda Item:	Purchase of Skid Loader and Attachments off Sourcewell Project #011723		
Explanation/Background of Agenda Item Requested:	Requesting Approval for Purchase of a Skid Loader and Attachments from Sourcewell. Staff requests City Council approval for the purchase of a new Caterpillar 303.5 Skid Loader, with 16" bucket with sidecutter and a 36" cemetery bucket for use at the cemetery. \$60,900 Sourcewell List Price \$15,000 Trade-In of the now-surplused present 2002 Case CX36 mini excavator \$45,900 balance to be paid for the purchase, including delivery The contract is with Butler Machinery Company, utilizing Sourcewell Contract for the described pieces of equipment. Staff recommends City Council approval for the purchase of the equipment.		

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier 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 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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 will 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. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier's Participating Dealer, 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 negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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.** Supplier 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.** Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier 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 Supplier'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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 Contract 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier 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 Supplier 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 Supplier or its subcontractors.

D. **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.** Supplier's Participating Dealers 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 Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

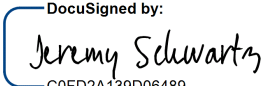
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier'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: 5/5/2023 | 9:41 AM CDT

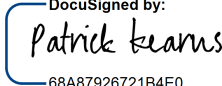
Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:

 By: 68A87926721B4E0...
 Patrick Kearns
 Title: Vice President Sales & Marketing,
 Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
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HST#:

Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	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.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	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.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	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?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	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.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	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?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	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?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

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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26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	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.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	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?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
38	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 is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
39	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 do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/
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41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.
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42	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.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.
43	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.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017

44	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.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.
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45	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?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.
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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 *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	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.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	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.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these goods or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.	*
61	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.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: 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
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	☐ Yes ☒ No	NIA
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	NIA

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.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing PlanSamples](#) - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

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_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses 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 Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed 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.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOURCEWELL
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
Caterpillar Inc.
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT



RFP #011723
REQUEST FOR PROPOSALS
for
Heavy Construction Equipment with Related Attachments and Technology

Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 15, 2022
Pre-proposal Conference:	December 6, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 9, 2023, 4:30 p.m., Central Time
Proposal Due Date:	January 17, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 17, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit 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 (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers 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 suppliers' 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 entities¹;
- 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;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, 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; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

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

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. 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, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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

II. SOLICITATION DETAILS

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 Heavy Construction Equipment with Related Attachments and Technology, including, but not limited to, the following types of heavy construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Motor graders;
- c. Wheeled and tracked excavators;
- d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
- e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term “published” means information that is readily available within the proposer’s printed literature or website and the proposer has verified the accuracy of the information:

- a. A wheel loader with published net horsepower (HP) of at least 300 HP;
- b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
- c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
- d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Equipment Rental with Related Services (RFP #062320);
- b. Forklifts and Lift Trucks with Related Services (RFP #091520);

- c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- d. Roadway Maintenance Equipment (RFP #080521);
- e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- f. Roadway Paving Equipment (RFP #060122);
- g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

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-only 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.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcwell encourages suppliers to offer 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 Sourcwell 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. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

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 years, with an optional one-year extension that 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 \$950 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. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. 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.

5. 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.
6. 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.

III. 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 proposer'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 not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, 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 awarded a contract 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.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (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 template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the contract document provided to the awarded supplier 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 Sourcwell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell 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 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement 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 Sourcewell 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.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers 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 its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring 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 (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, 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 allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; 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 may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

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.



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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 a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

RFP Amendment:

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

* * * *

- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.



12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

Question 1:

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

Answer 1:

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. "...order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller."

Question 2:

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

Answer 2:

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. "Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. "Supplier 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."

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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 dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

Answer 1:

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. 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 2:

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.



01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

Question 1:

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

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 ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

Answer 2:

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 and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.



The New York State Contract Reporter

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

This document printed
Tuesday, 11/15/2022

Contracting Opportunity

Title: Heavy Construction Equipment with Related Attachments and Technology

Agency: Sourcewell

Division: Procurement Department

Contract Number: 011723

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/15/2022

Due Date/Time: 01/17/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

BOMAG Americas, Inc.

Caterpillar, Inc.

CNH Industrial America, LLC

Grove U.S. LLC dba Manitowoc

Hyundai Construction Equipment Americas, Inc.

John Deere Construction Retail Sales

Komatsu America Corp.

Link Belt Cranes

Volvo Construction Equipment North America, LLC

Contact Information

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

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

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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AFFIDAVIT OF PUBLICATION



DJC OREGON

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

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS AND TECHNOLOGY

Sourcewell; Bid Location Staples, MN, Todd County; Due 01/17/2023 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:

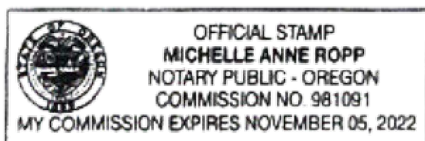
11/16/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **16th** DAY OF **November, 2022**

Nick Bjork

Notary Public-State of Oregon



SOURCEWELL
HEAVY CONSTRUCTION EQUIPMENT
WITH RELATED ATTACHMENTS
AND TECHNOLOGY

Proposals due 4:30 pm,
January 17, 2023

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Nov. 16, 2022. 12173819

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

Order No.: 12173819
Client Reference No:

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/17/2022, 11/24/2022

and that the fees charged are legal.
Sworn to and subscribed before on 11/24/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
11/17, 11/24/22 8060849

D. Roberts
Legal Clerk
Mariah Verhagen
Notary, State of WI, County of Brown

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MARIAH VERHAGEN
Notary Public
State of Wisconsin



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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
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Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Heavy Construction Equipment with Related Attachments and Technology** 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0098079
Nov 15 2022

State of South Carolina

County of Richland

I, Tara Pennington, 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

No. of Insertions: 1

Beginning Issue of: 11/15/2022

Ending Issue of: 11/15/2022

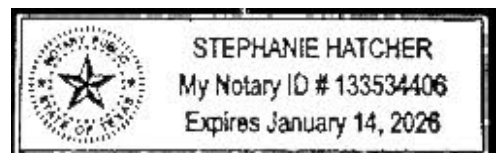
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 15th day of November in the year of 2022

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



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Hammer ‘almost blacks out’ with 64

Adam Schupak
Golfweek | USA TODAY Network

ST. SIMONS ISLAND, Ga. – After making his first cut on the PGA Tour as a professional last week in Houston, Cole Hammer is taking advantage of a sponsor’s exemption into the RSM Classic, grabbing the first-round lead by carding nine birdies for a career-low 8-under 64 at the Plantation Course at Sea Island Resort.



Hammer “I almost blacked out there for a little bit,” Hammer said Thursday. “It went by in a heartbeat, but at the same time was a long day.” And an unseasonably cold one at that. The temperature at the seaside course barely broke 50 degrees. Having previously played in the Jones Cup, an amateur tournament held at nearby Ocean Forest, Hammer had experienced the wind whipping off the water in these parts and bundled up in four layers and a beanie.

“When I played the Jones Cup, it was 35 degrees, blowing 30 and raining so I told myself I’ll never play in weather like that again,” he said. “I was ready for it.”

What Hammer wasn’t ready for was six consecutive missed cuts to start his pro career, an unexpectedly sharp learning curve after a decorated amateur career topped off by leading Texas to a national championship in June.

“It was a really dark period and I didn’t know what was going on,” he said. “I just was putting so much pressure on myself early in the tournament that I’d get behind the 8-ball.”

After missing the cut at the Wyndham Championship in August, he did a deep dive on his swing with instructor Bruce Davidson and is starting to see the fruits of their labor. Ten days ago, he narrowly missed securing guaranteed starts at the final stage of Korn Ferry

Tour Q-School and then opened with a 74 in the opening round of the Cadence Houston Open.

“As soon as I made a bogey, I felt like the world was ending,” he explained. “In Houston I just relaxed, took a deep breath and I made some bogeys. I basically just told myself that I can come back and nobody plays perfect golf and that’s what I was trying to do.”

Hammer shot 65 in the second round to make the cut and finished T-27. It gave him a jolt of confidence, especially when he found out after his final round that he had secured a sponsor invite into the RSM Classic.

“I was batting zero on the PGA Tour. I needed to get that monkey off my back,” he said. “To do that in my hometown event in Houston was huge for me.”

Hammer noted that he didn’t sleep well Wednesday night and started his round with low expectations. “I hit my best drive of the day on No. 1, my 10th hole, and that swing gave me some confidence going into the back nine. I hit a wedge to like 2 feet and knocked that in,” Hammer said.

That was his fifth birdie of the day and before long he looked up and spied his last name atop the leaderboard. “I saw some cameras show up, I knew I was doing something right,” he said.

Hammer’s opening-round 64 was a stroke better than rookie Ben Griffin, who also played the Plantation Course. England’s Callum Tarren, who said the weather reminded him a little too much of home, and Beau Hossler tied for the low round of the day at the Seaside Course with 6-under 64s.

Hossler, a 27-year-old Texas grad who is still seeking his first victory on the PGA Tour, said he could relate to Hammer’s slow start in the pro ranks: “I think there’s a learning curve and once he gets comfortable at this level, just like I did, I think you start to say I can compete with these guys.”

With so much on line, Ko opens with 65 in CME

Beth Ann Nichols
Golfweek | USA TODAY Network

NAPLES, Fla. – Lydia Ko made bogey on the opening par 5 at Tiburon Golf Club to begin the CME Group Tour Championship, but that did nothing to foreshadow the rest of the day.

Ko, leader of the Rolex Player of the Year race and Vare Trophy, paces the field after a 7-under 65 Thursday. The 25-year-old Kiwi holds the course record at Tiburon, 62, and won this tournament in 2014. She recorded eight birdies and shot 31 on the back nine.

“The first four holes into the wind is a beast,” said Ko. “It’s a beast without the wind. So I knew that if I could just hang on and just stay patient, there was going to be a lot of opportunities, and I was able to grab a lot of them in the back nine. So definitely nice to finish off that way.”

An 18-time winner on the LPGA, Ko last won the LPGA Player of the Year in 2015. She leads Minjee Lee by one point in the POY race. Lee opened with a 71 and is tied for 23rd. Players must finish in the top 10 to earn points.

Nelly Korda, winner of last week-end’s Pelican Ladies Championship and current No. 1, made a 20-footer for bogey on the second hole that felt like a birdie. She opened with a 4-under 68 with dropped shots, hitting all 14 fairways. “It was kind of sporadically windy,” said Korda, “but then I guess once I got over a couple of my shots the winds died, so those were my like two mistakes.”

Brooke Henderson withdrew from last week’s Pelican event with an injury to her upper back and said that she wasn’t even sure if she could tee it up this week. The Canadian lives part time here in Naples and felt well enough on Thursday to shoot 68. Henderson, a two-time winner this year, said she made some adjustments to her swing to be able to play.



Lydia Ko took the first-round CME Group Tour Championship lead with a 65 Thursday. LYNNE SLADKY/AP

Danielle Kang spent four days with Butch Harmon last week in Las Vegas and felt good about swing changes they’re making coming into the week, jotting notes down on her glove. Kang spent a month in South Korea with In-bee Park, where she tied for 10th at the BMW Ladies Championship.

Kang, who revealed over the summer that she has a tumor on her spine, lost in a playoff at the Walmart NW Arkansas Championship to Atthaya Thititkul and tied for third at the LPGA Mediheal, after returning to competition after a months-long break.

“I really wish at one point we can just get to a point where I don’t want to be associated with so much health things as I’m here, I’m standing in front of you guys, I’m playing golf,” said Kang.

“Body and being physically in the top best shape is something we’re always going to be thinking about as athletes. So the way I warm up, the way I have to approach certain type of things, is – there has been obstacles that’s been set in front of me, but that’s kind of part of life, right? Nothing is going to be fluid.”

MLB UNANIMOUS CY YOUNG WINNERS

Verlander wins for third time at 39

At 39 and in his first season back from Tommy John surgery, Justin Verlander returned to the Houston Astros and completed one of the finest seasons of his 17-year MLB career, which earned him his third Cy Young Award.

The right-hander was unanimously voted the American League winner Wednesday by the Baseball Writers’ Association of America.

Chicago White Sox right-hander Dylan Cease (14-8, 2.20 ERA) finished second in the voting and Toronto Blue Jays right-hander Alek Manoah (16-7, 2.24 ERA) finished third; both were named



Verlander

on all 30 ballots.

Verlander is the 11th pitcher to win three or more Cy Young Awards, also earning the honors in 2011 and 2019. Roger Clemens won a record seven.

Verlander had pitched just six innings since 2019 but dominated his opponents over 175 innings in 2022. He produced a 1.75 ERA, the lowest by an AL pitcher in a full season since Hall of Famer Pedro Martinez in 2000.

The future Hall of Famer and nine-time All-Star also led the AL in wins (18), WHIP (0.83), opponent batting average

(.186) and hits per nine innings (5.97). In 12 starts following a Houston loss, he went 9-0 with a 1.11 ERA.

Verlander’s 220 adjusted ERA and 0.829 WHIP also ranked best in the majors.

Alcantara also Marlins’ 1st-timer

Sandy Alcantara was named the National League Cy Young Award winner Wednesday, becoming the first pitcher in Miami Marlins franchise history to earn the honor and the third winner hailing from the Dominican Republic.

Alcantara went 14-9 with a 2.28 ERA in 32 starts, topping the majors with six

complete games and 228 ⅓ innings pitched. The workhorse right-hander received all 30 first-place votes in BBWAA balloting conducted at the end of the regular season.

Alcantara, 27, was an All-Star for the second time in his career and had a sub-2.00 ERA as late as Aug 21. His 8.0 bWAR was the majors’ best, and he became the first pitcher since 2016 to throw at least six complete games. In fact, no other team in baseball had more than five in 2022.

Left-handers Max Fried of the Atlanta Braves and Julio Urias of the Los Angeles Dodgers finished second and third.

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Opportunity Notice
**Heavy Construction Equipment with
Related Attachments and Technology**

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2022-06557
Solicitation Number: AB-2022-06557
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 11/17/2022
04:30:00 PM Alberta Time
Closing (MM/dd/yyyy): 01/17/2023
03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 11/17/2022
04:15:53 PM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
N3815: Crane and Crane-Shovel Attachments
N3805C: Excavator, Hydraulic, Truck Mounted
N3805FC: Loaders, Scoop Type, Wheeled 4X4, One Cubic Yard or Less
N3805FB: Loaders, Scoop Type, Wheeled 4X4, One Cubic Yard or Larger
N3810: Cranes and Crane-Shovels
N3805: Earthmoving and Excavating Equipment
N3805K: Earth and Rock Hauling Trucks and Trailers
N3805D: Graders, Road, Motorized
N3805B: Excavator, Hydraulic, Crawler Mounted

Category: Goods

Potential vendors (bidders)
may view the bid package
here.

[View Bid Package](#)

Interested vendors (bidders)
who wish to submit a
response to this opportunity
should register their interest
by downloading the
document(s) from the bid
package.

[View Interested Vendors \(Bidders\)](#)

Response Submission:

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

<https://portal.sourcewell-mn.gov>

Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
Procurement Manager
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: 218-895-4168
Email: rfp@sourcewell-mn.gov

Response Specifics:

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 January 17, 2023, 4:30 pm Central Time, and late proposals will not be considered.

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

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

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

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support: <https://portal.sourcewell-mn.gov>.

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

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in 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.

Opportunity Description:

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARMA, AMM, LAS, UMB, NSFM, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology with to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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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Bid RFP #011723 - Heavy Construction Equipment with Related Attachments and Technology

Bid Type

RFP

Bid Number

011723

Title

Heavy Construction Equipment with Related Attachments and Technology

Expected Start Date

Nov 15, 2022 12:00:00 AM CST

Expected End Date

Jan 17, 2023 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

Questions

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

Edit Bid

[\[Edit\]](#)

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date

Dec 6, 2022 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

View Details

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

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 011723
Bid Name:	Heavy Construction Equipment with Related Attachments and Technology
Bid Status:	Open
Bid Closing Date:	Tue Jan 17, 2023 4:30:00 PM (CST)
Question Deadline:	Mon Jan 9, 2023 4:30:00 PM (CST)
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 unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, 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 [+]
Submit a Question Register for this Bid Download Bid Documents	

Meeting Locations

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

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday December 6, 2022 10:00 AM (CST)	No	

Documents			
File Name		Pages	
RFP_011723_Heavy_Construction_Equipment Monday November 14, 2022 12:27 PM		13	Download
RFP_011723_Heavy_Construction_Equipment_Contract_Template Monday November 14, 2022 12:28 PM		18	Download
RFP_011723_Heavy_Construction_Equipment_Login_Instructions Friday December 2, 2022 09:29 AM		1	Download
RFP_011723_Heavy_Construction_Equipment_Login_Instructions_Updated_120722 Wednesday December 7, 2022 03:10 PM		--	Download

Addenda			
File Name		Pages	
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thursday December 15, 2022 09:27 AM		1	Download



OPEN

Heavy Construction Equipment with Related Attachments and Technology

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
December 6, 2022 at 10:00 am CST

Proposals Due:
January 17, 2023 at 4:30 pm CST

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

[Sourcewell Procurement Portal](#)



Publish

Bid Announcements

Doc. Taker's List

Bidding

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	011723
Solicitation Name	Heavy Construction Equipment with Related Attachments and Technology	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name 011723 Heavy Construction Equipment

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	11/15/2022	Closing Date & Time	01/17/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial

Heavy Equipment/ Vehicles Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.



Solicitation Overview



Heavy Construction Equipment with Related Attachments and Technology

011723

Closing Date: 01/17/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD)	\$3,800,000,000.00 (Not shown to suppliers)
Reference Number	0000236008
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	011723
Title	Heavy Construction Equipment with Related Attachments and Technology
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/11/15 09:26:17 AM EST
Question Acceptance Deadline	2023/01/09 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2023/01/17 05:30:00 PM EST

Prebid Conference	2022/12/06 01:00:00 AM EST
--------------------------	----------------------------

Contact Information

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

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2022/12/06 01:00:00 AM EST
Location	Online Conference
Event Note	Login 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 Category (1)		
G	Goods Goods	
N38	Construction, Mining, Excavating And Highway Maintenance Equipment Construction, Mining, Excavating And Highway Maintenance Equipment	
N3800	CONSTRUCTION, MINING, EXCAVATING AND HIGHWAY MAINTENANCE EQUIPMENT Construction, mining, excavating and highway maintenance equipment	
MERX Category (1)		
G	Goods Goods	
G28	Special Purpose Vehicles Special Purpose Vehicles	
UNSPSC Categories (4)		
22000000	Building and Construction Machinery and Accessories	
22100000	Heavy construction machinery and equipment	
22101500	Earth moving machinery	
22101700	Heavy equipment components	
22101900	Building construction machinery and accessories	
22102000	Building demolition machinery and equipment	



Proposal Opening Record

Date of opening: January 17, 2023

Sourcewell posted Request for Proposal #011723, for the procurement of Heavy Construction Equipment with Related Attachments and Technology, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, November 15, 2022, and the solicitation remained in an open status within the portal until January 17, 2023, 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 January 17, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011723 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:

Caterpillar, Inc. - Submitted 1/17/23 at 4:10:22 PM
CNH Industrial America, LLC - Submitted 1/17/23 at 12:55:10 PM
Doosan Infracore North America - Submitted 1/17/23 at 10:42:22 AM
Gradall Industries, Inc. - Submitted 1/12/23 at 8:01:35 PM
Grove U.S., LLC dba Manitowoc - Submitted 1/16/23 at 10:51:24 AM
Hitachi Construction Machinery America's, Inc. - Submitted 1/17/23 at 11:11:54 AM
Hi-Vac Corporation - Submitted 1/16/23 at 4:23:39 PM
Hyundai Construction Equipment Americas, Inc. - Submitted 1/15/23 at 10:14:34 AM
John Deere Shared Services, LLC - Submitted 1/12/23 at 2:48:05 PM
Kobelco Construction Machinery U.S.A. - Submitted 1/17/23 at 11:06:30 AM
Komatsu America Corp. - Submitted 1/17/23 at 12:43:04 PM
LBX Company, LLC - Submitted 1/16/23 at 8:44:10 AM
Liebherr USA, Co. - Submitted 1/17/23 at 11:53:35 AM
Link-Belt Cranes - Submitted 1/16/23 at 2:39:01 PM
LiuGong Construction Machinery North America, LLC - Submitted 1/17/23 at 1:47:35 PM
MAZIO ATTACHMENTS, LLC - Submitted 1/17/23 at 3:41:06 PM
SANY America, Inc. - Submitted 1/17/23 at 3:57:09 PM
Volvo Construction Equipment North America - Submitted 1/10/23 at 9:00:46 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 17, 2023, at 4:31:28 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation
Heavy Construction Equipment with Related Attachments and Technology RFP #011723

		Caterpillar, Inc.	CNH Industrial America, LLC	Doosan Infracore North America	Gradall Industries, Inc.	Grove U.S., LLC	Hitachi Construction Machinery America's, Inc.	Hi-Vac Corporation	Hyundai Construction Equipment Americas, Inc.	John Deere Shared Services, LLC
Possible Points										
Conformance to RFP Requirements	50	44	40	39	43	36	40	39	40	41
Pricing	400	329	338	316	333	278	333	319	333	339
Financial Viability and Marketplace Success	75	67	65	62	63	59	60	61	62	62
Ability to Sell and Deliver Service	100	90	82	78	80	79	79	75	78	87
Marketing Plan	50	43	41	40	40	38	40	39	41	41
Value Added Attributes	75	66	64	61	58	58	61	55	58	64
Warranty	50	44	41	40	41	41	44	40	42	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	167	162	154	139	161	140	162	171
Total Points	1,000	857	838	798	812	728	818	768	816	846
Rank Order		1	4	14	11	16	9	15	10	3

		Kobelco Construction Machinery, USA	Komatsu America Corp.	LBX Company, LLC	Liebherr USA Co.	Link-Belt Cranes	LiuGong Construction Machinery North America, LLC	MAZIO ATTACHMENTS, LLC	SANY America	Volvo Construction Equipment North America
Possible Points										
Conformance to RFP Requirements	50	43	43	36	38	41	42		41	44
Pricing	400	348	343	265	336	329	340		329	334
Financial Viability and Marketplace Success	75	62	63	55	57	62	55		59	64
Ability to Sell and Deliver Service	100	80	83	73	75	81	80		79	85
Marketing Plan	50	41	43	35	37	41	41		42	43
Value Added Attributes	75	65	63	56	58	60	60		60	64
Warranty	50	42	43	40	43	41	44		42	44
Depth and Breadth of Offered Equipment, Products, or Services	200	154	166	146	165	154	158		168	159
Total Points	1,000	835	847	706	809	809	820		820	837
Rank Order		6	2	17	12.5	12.5	7.5		7.5	5

DocuSigned by:

James Voelker

15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

Michael Muñoz

0B0204E40D3E445...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

DocuSigned by:

Bill Davison

679614F597034BA...

Bill Davison, CPPO, NIGP-CPP, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #011723
Entitled

Heavy Construction Equipment with Related Attachments and Technology

The following advertisement was placed November 15, 2022 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, and PublicPurchase.com, November 16, 2022 in Oregon's *Daily Journal of Commerce*, and on November 17 and November 24, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology 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 January 17, 2023, 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:

Best Equipment, Inc.	Komatsu America Corp.
Calder Brothers Corporation	LBX Company, LLC
Caterpillar, Inc.	Liebherr USA, Co.
Century Propeller	Link-Belt Cranes
Clark Equipment Company	LiuGong Construction Machinery North America, LLC
CNH Industrial America, LLC	MAZIO ATTACHMENTS, LLC
Construction Industry Center	Noregon Systems
Craig Manufacturing, Ltd.	Norlift, Inc.
Crane Works, Inc.	NPK Construction Equipment, Inc.
Doosan Infracore North America	PAPE MACHINERY
EASTERN EQUIPMENT SERVICES, LLC	Prime Vendor, Inc.

Falcon Equipment Holdings, LLC	ProCon, LLC
Federal Contracts Corp.	Pure Air Wellness, LLC
Gradall Industries, Inc.	PWXPress
Grove U.S., LLC dba Manitowoc	Quantum International Services, Ltd.
Hi-Vac Corporation	Regina Construction Association
Hitachi Construction Machinery America's, Inc.	SANY America, Inc.
Humdinger Equipment, Ltd.	SEGO Industries
Hyundai Construction Equipment Americas, Inc.	Sled Consulting, LLC
INTEGRITY EXPRESS LOGISTICS	UNITED RENTALS (NORTH AMERICA), INC.
John Deere Shared Services, LLC	Vans Equipment Co.
JRET CO. CORPORATION	Volvo Construction Equipment North America
Kobelco Construction Machinery U.S.A.	XCMG NORTH AMERICA CORPORATION

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 January 17, 2023 at 4:31:28 pm CT. Proposals were received from the following:

Caterpillar, Inc.
 CNH Industrial America, LLC
 Doosan Infracore North America
 Gradall Industries, Inc.
 Grove U.S., LLC dba Manitowoc
 Hitachi Construction Machinery America's, Inc.
 Hi-Vac Corporation
 Hyundai Construction Equipment Americas, Inc.
 John Deere Shared Services, LLC
 Kobelco Construction Machinery U.S.A.
 Komatsu America Corp.
 LBX Company, LLC
 Liebherr USA, Co.
 Link-Belt Cranes
 LiuGong Construction Machinery North America, LLC
 MAZIO ATTACHMENTS, LLC
 SANY America, Inc.
 Volvo Construction Equipment North America

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Michael Muñoz, CPPB, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, 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 the products and services offered in the proposal response from MAZIO ATTACHMENTS, LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Caterpillar, Inc. manufactures an extensive line of heavy construction equipment, attachments, and services. Their sales and service forces, and large dealer network are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discount ranges on machine and work tool list pricing.

CNH Industrial America, LLC provides a strong offering of loaders, motor graders, excavators, bulldozers, attachments, and technology. Their dealer network is strategically located across North America and is ready to serve Sourcewell participating entities in the United States and Canada. CNH Industrial America, LLC is also dedicated to their Clean Energy Leader® strategy which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. They are offering Sourcewell participating entities significant pricing discounts.

Gradall Industries, Inc. manufactures excavators for heavy construction use in a variety of models and configurations. They have regional sales and service managers that cover the United States and Canada. Their broad dealer network can provide training and service to Sourcewell participating entities. Financing options are available through Gradall dealers along with competitive discounts off MSRP.

Hitachi Construction Machinery America's, Inc. offers a full range of compact, mid-size, and large wheel loaders, excavators, attachments, and technology. Their dealer network is ready to serve Sourcewell participating entities in the United States and Canada. Hitachi's Consite telematics program allows tracking ability of fuel efficiency, machine location, and service alerts. They are offering Sourcewell participating entities generous pricing discounts.

Hyundai Construction Equipment Americas, Inc. provides excavators, crawler excavators, wheeled excavators, wheel loaders, skid steer loaders, articulated dump trucks, and track loaders. Their Hi MATE telematics service improves equipment uptime, and their Hi DETECT service improves safety by detecting the machines surrounding environment and issues warnings to the operator. They have 85 dealers with 192 locations that are ready to provide sales and service to Sourcewell participating entities in the United States and Canada. Hyundai Construction Equipment North America, Inc. is offering a solid discount off their list price.

John Deere Shared Services, LLC is offering a comprehensive solution of construction equipment including, but not limited to backhoes, crawler, tractor and wheel loaders, dozers, excavators, motor graders, and skid steers. Their WorkSight suite of technologies provides features including JDLink Telematics, machine health prognostics, remote diagnostics and programming, payload weighing, and grade control. John Deere's extensive dealer network of nearly 1,500 locations in the United States and Canada stands ready to support Sourcewell participating entities. Their pricing proposal offers Sourcewell participating entities a significant discount from list prices.

Kobelco Construction Machinery U.S.A. supplies tracked excavators and crawler cranes in a wide variety of classes and capacities. Their dealer network composed of 163 locations is ready to serve Sourcewell participating entities in the United States and Canada. Kobelco's exclusive Integrated Noise and Dust Reduction (iNDR) system is also

available on their short radius excavators. They are offering Sourcewell participating entities competitive pricing discounts.

Komatsu America Corp. provides a substantial selection of wheel loaders, motor graders, tracked excavators, crawler dozers, articulated trucks, attachments, and technology solutions. Their dealer network of 263 locations can serve Sourcewell participating entities across the United States and Canada. Komatsu also offers their Komatsu Care program standard on Tier 4 Final machines that offers complimentary maintenance for 3 years or 2000 hours. Their pricing proposal includes generous discounts for Sourcewell participating entities.

Liebherr USA, Co. provides a strong offering of wheeled and tracked loaders, excavators, bulldozers, articulated dump trucks, attachments, and technologies. Their sales team and dealer network are ready to serve Sourcewell participating entities in the continental United States. Liebherr backs their equipment with a 60 month or 3000-hour standard warranty. They are offering Sourcewell participating entities substantial discounts from MSRP.

Link-Belt Cranes manufactures a wide selection of all-terrain, rough-terrain, telescopic crawler, lattice crawler, and telescopic truck cranes along with attachments and technology offerings. Their dealer network of 30 distributors is ready to serve Sourcewell participating entities throughout the United States and Canada. Link-Belt's included 3D Lift Planning allows users to create, save, view, and print three-dimensional lift plans from anywhere they have an internet connection. They are offering Sourcewell participating entities competitive pricing discounts.

LiuGong Construction Machinery North America, LLC offers a range of models for wheel loaders, excavators, soil compaction rollers, and an electric loader. Their 92 dealers, with 159 locations, can provide service and training to Sourcewell participating entities throughout the United States and Canada. They offer excellent discounts for base model equipment, to include parts and attachments.

SANY America, Inc. provides a large selection of wheeled and backhoe loaders, motor graders, tracked excavators, soil compactors, rough terrain and crawler cranes, attachments, and technology options. Their dealer network consisting of 91 locations is prepared to serve Sourcewell participating entities in the United States and Canada. SANY is a leader in advanced manufacturing and has two Lighthouse Factories designated by the World Economic Forum Global Lighthouse Network. They are offering Sourcewell participating entities generous pricing discounts.

Volvo Construction Equipment North America's catalog includes an extensive array of construction equipment including wheel loaders, excavators, haulers, compactors, pavers, skid steers, and compact track loaders. Volvo Co-Pilot offers a fully integrated and supported touch screen machine indication system to monitor machine and operator performance. Volvo's large dealer network is ready to serve Sourcewell participating entities throughout the United States and Canada. Their pricing proposal offers a solid discount from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #011723 to:

Caterpillar, Inc.	#011723-CAT
CNH Industrial America, LLC	#011723-CNH
Gradall Industries, Inc.	#011723-GRD
Hitachi Construction Machinery America's, Inc.	#011723-HTI
Hyundai Construction Equipment Americas, Inc.	#011723-HCE
John Deere Shared Services, LLC	#011723-JDC
Kobelco Construction Machinery U.S.A.	#011723-KBL

Komatsu America Corp.	#011723-KOM
Liebherr USA, Co.	#011723-LEB
Link-Belt Cranes	#011723-LIN
LiuGong Construction Machinery North America, LLC	#011723-LIU
SANY America, Inc.	#011723-SNY
Volvo Construction Equipment North America	#011723-VCE

The preceding recommendations were approved on February 23, 2023.

DocuSigned by:
James Voelker
15F6CCFFA61E4A0...
James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst

DocuSigned by:
Michael Muñoz
0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Bill Davison
679614F597034BA...
Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

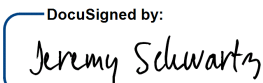
STATEMENT OF COMPLIANCE

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 #011723 for Heavy Construction Equipment with Related Attachments and Technology**.

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, NIGP-CPP
Sourcewell Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

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

Zylka, Veronen, Thiel, Thomas, Barrows, 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
9BEF5D6F88D140B...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services

Requesting Board permission to Re-Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - Illinois

Heavy Construction Equipment with Related Attachments and Technology
CONSENT AGENDA ITEMS
NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	"Communications Technology Consulting Services"
Ross & Baruzzini, Inc.	072822-RBZ	"Communications Technology Consulting Services"
Ten4 Mobility, LLC dba OpDecision	072822-TN4	"Communications Technology Consulting Services"
Safeware, Inc.	080922-SAF	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"
W.W. Grainger, Inc.	080922-WWG	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Ennis Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"
Hi-Lite Airfield Serices, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"
New Deal Deicing	062817-NDD	"Airport Consumable Products with Related Supplies and Services"
Epoke North America, Inc.	080818-EPK	"Snow and Ice Handling Equipment, Supplies and Accessories"

NEW IDIQ CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
NONE		

IDIQ Contract Extensions

Company Name	Contract Number	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
JOC Construction	CO-SE-GC01-090920-LRI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

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 Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Indefinite Delivery Indefinite Quantity Construction - Kansas

NEW CONTRACTS
CONSENT AGENDA ITEMS

Supplier Name	Contract Number	Solicitation Title
Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"
Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"
Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"
Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"
Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"
John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"
Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"
Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"
Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"
Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"
LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"
SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"
Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"
Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"

APPENDIX A Continued

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

APPENDIX A Continued

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	

Certificate Of Completion

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Certificate Pages: 6	Initials: 0	Brice Paulson
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Time Zone: (UTC-06:00) Central Time (US & Canada)		bricepaulson@buttermachinery.com
		IP Address: 24.230.75.218

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jgunnare@cityofmitchell.org		Viewed: 3/11/2024 4:38:54 PM
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Shawn Hanson		
shawnhanson@buttermachinery.com		
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keithdaugherty@buttermachinery.com		
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*Sioux Falls Region siouxfallsregionenvelopes@buttermachinery.com Sioux Falls Region Butler Machinery Company Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/11/2024 9:43:00 AM
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	3/11/2024 9:43:00 AM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Butler Machinery Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Butler Machinery Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michaeldoughty@butlermachinery.com

To advise Butler Machinery Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michaeldoughty@butlermachinery.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Butler Machinery Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michaeldoughty@butlermachinery.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Butler Machinery Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michaeldoughty@butlermachinery.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Butler Machinery Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Butler Machinery Company during the course of your relationship with Butler Machinery Company.



SALES AGREEMENT

DATE Mar 11, 2024

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota58104 Phone: 701-280-3100

PURCHASER		CITY OF MITCHELL			
STREET ADDRESS		612 N MAIN		<SAME>	
S O L D	CITY/STATE	MITCHELL, SD	COUNTY	DAVISON	S H I P
	POSTAL CODE	57301-2620	PHONE NO.	605-995-8420	
T O	EQUIPMENT		Jason Gunnare - PHONE NO. 6056561324		T O
	PRODUCT SUPPORT		Jason Gunnare - PHONE NO. 6056561324		
INDUSTRY CODE:		GOVT. - CITY - MUNICIPAL(950)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		C64815		Sales Tax Exemption # (if applicable) 17001466000305E	
				CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON INVOICE		☒	CASH	☐
	CASH WITH ORDER		BALANCE TO FINANCE		0.00
	PAYMENT PERIOD		PAYMENT AMOUNT		0.00
			NUMBER OF PAYMENTS		OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 303.5-07A		YEAR: 2023	
STOCK NUMBER: TBA		SERIAL NUMBER: TBA		APPROX HOURS: TBA	
				NEW ☒ USED ☐	
303.5 07A CR MHE CF614B		UNDERCARRIAGE, FIXED, STD BLD		BLADE, FIXED, BOCE	
2 WAY CONTROL		TRACK, 12", RUBBER		SERIALIZED TECHNICAL MEDIA KIT	
HYDRAULIC OIL, STD		CONTROL, 1ST AUX, JOYSTICK		LINES, 1ST AUX, LONG STICK	
SOFTWARE, STICK STEER CONTROL		LINES, BUCKET, LONG STICK		LIGHTS, LED, FRONT&REAR	
SOFTWARE, CODED START		BOOM LIGHT, STANDARD		INTEGRATED RADIO	
ALARM, TRAVEL		CAB, WITH HEAT AND A/C		MIRRORS, LEFT AND RIGHT	
BOOM, STANDARD		SEAT, SUSPENSION, FABRIC		TRAVEL LEVERS AND PEDALS	
LINKAGE, BUCKET, W/LIFTING EYE		MONITOR NEXT GEN, NO CAMERA		WATER JACKET HEATER, 120V	
DRAIN, ECOLOGY		FLOORMAT, CAB, W/TRAVEL		PINS, BUCKET, 40MM	
ENGINE, EPA TIER 4F		PRODUCT LINK, CELLULAR PL243		COUPLER, PG, MAN.D.LOCK, 3-4T	
ACCUMULATOR		CAT KEY, WITH PASS CODE OPTION		BUCKET-HD, 16", 2.5 FT3, 3T	
STICK, LONG, W/ THUMB BRACKET		CWT, STANDARD		36" Cemetary bucket	
TRADE-IN EQUIPMENT			SELL PRICE		\$60,900.00
MODEL: CX36 - CASE IH(CI)			YEAR: 2002		SN:111111
VALUE: \$15,000.00			PAYOUT TO:		AMOUNT: PAID BY:
MODEL:			YEAR:		SN: Expected SMU:
VALUE:			PAYOUT TO:		AMOUNT: PAID BY:
MODEL:			YEAR:		SN: Expected SMU:
VALUE:			PAYOUT TO:		AMOUNT: PAID BY:
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.		
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.		
☒ MANUFACTURER'S WARRANTY			☐ USED EQUIPMENT		
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.			When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.		
24 Months / 2000 Hours Standard Warranty excluding Mileage			Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.		
303.5-CR-84 M0/2000 HR PREMIER					
CSA:					
NOTES: 16" bucket with side cutter + 36" cemetary bucket Cat Sourcewell #011723-CAT					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND		PURCHASER	
BY	DATE	APPROVED AND ACCEPTED ON	
	Authorized Signature	CITY OF MITCHELL	
TITLE		BY	PURCHASER
SALESMAN	Paulson, Brice	TITLE	BUYER
BUTLER MACHINERY COMPANY / NCRL LLC			

DocuSign Envelope ID: 52EC9571-B624-44BD-B5EA-F291007807E2

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							



SALES AGREEMENT

DATE Mar 11, 2024

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota58104 Phone: 701-280-3100

PURCHASER		CITY OF MITCHELL			
STREET ADDRESS		612 N MAIN		<SAME>	
S O L D	CITY/STATE	MITCHELL, SD	COUNTY	DAVISON	S H I P
	POSTAL CODE	57301-2620	PHONE NO.	605-995-8420	
T O	EQUIPMENT		Jason Gunnare - PHONE NO. 6056561324		T O
	PRODUCT SUPPORT		Jason Gunnare - PHONE NO. 6056561324		
INDUSTRY CODE:		GOVT. - CITY - MUNICIPAL(950)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		C64815		Sales Tax Exemption # (if applicable) 17001466000305E	
				CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON INVOICE		☒	CASH	☐
				FINANCIAL SERVICES	☐
				CONTRACT	☐
				LEASE	☐
CASH WITH ORDER		BALANCE TO FINANCE		0.00	CONTRACT INTEREST RATE
PAYMENT PERIOD		PAYMENT AMOUNT		0.00	NUMBER OF PAYMENTS
				OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 303.5-07A		YEAR: 2023	
STOCK NUMBER: TBA		SERIAL NUMBER: TBA		APPROX HOURS: TBA	
				NEW ☒ USED ☐	
303.5 07A CR MHE CF614B		UNDERCARRIAGE, FIXED, STD BLD		BLADE, FIXED, BOCE	
2 WAY CONTROL		TRACK, 12", RUBBER		SERIALIZED TECHNICAL MEDIA KIT	
HYDRAULIC OIL, STD		CONTROL, 1ST AUX, JOYSTICK		LINES, 1ST AUX, LONG STICK	
SOFTWARE, STICK STEER CONTROL		LINES, BUCKET, LONG STICK		LIGHTS, LED, FRONT&REAR	
SOFTWARE, CODED START		BOOM LIGHT, STANDARD		INTEGRATED RADIO	
ALARM, TRAVEL		CAB, WITH HEAT AND A/C		MIRRORS, LEFT AND RIGHT	
BOOM, STANDARD		SEAT, SUSPENSION, FABRIC		TRAVEL LEVERS AND PEDALS	
LINKAGE, BUCKET, W/LIFTING EYE		MONITOR NEXT GEN, NO CAMERA		WATER JACKET HEATER, 120V	
DRAIN, ECOLOGY		FLOORMAT, CAB, W/TRAVEL		PINS, BUCKET, 40MM	
ENGINE, EPA TIER 4F		PRODUCT LINK, CELLULAR PL243		COUPLER, PG, MAN.D.LOCK, 3-4T	
ACCUMULATOR		CAT KEY, WITH PASS CODE OPTION		BUCKET-HD, 16", 2.5 FT3, 3T	
STICK, LONG, W/ THUMB BRACKET		CWT, STANDARD		36" Cemetary bucket	
TRADE-IN EQUIPMENT			SELL PRICE		
MODEL: CX36 - CASE IH(CI)			YEAR: 2002 SN:111111 Expected SMU: 3000		
VALUE: \$15,000.00 PAYOUT TO: AMOUNT: PAID BY:			EXT WARRANTY		
MODEL: YEAR: SN: Expected SMU:			LESS TRADE ALLOWANCE		
VALUE: PAYOUT TO: AMOUNT: PAID BY:			NET TRADE DIFFERENCE		
MODEL: YEAR: SN: Expected SMU:			BALANCE DUE		
VALUE: PAYOUT TO: AMOUNT: PAID BY:					
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			DISCLAIMER OF WARRANTIES		
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.		
			UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.		
☒ MANUFACTURER'S WARRANTY			☐ USED EQUIPMENT		
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.			When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.		
24 Months / 2000 Hours Standard Warranty excluding Mileage			Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.		
303.5-CR-84 M0/2000 HR PREMIER					
CSA:					
NOTES: 16" bucket with side cutter + 36" cemetary bucket					
Cat Sourcewell #011723-CAT					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND		PURCHASER	
BY	DATE	APPROVED AND ACCEPTED ON	
	Authorized Signature	CITY OF MITCHELL	
TITLE		PURCHASER	
SALESMAN	Paulson, Brice	BY	SIGNATURE
	BUTLER MACHINERY COMPANY / NCRL LLC	TITLE	BUYER

DocuSign Envelope ID: 52EC9571-B624-44BD-B5EA-F291007807E2

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:	March 18, 2024	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Special Event Permit Application Corn Palace Shrine Circus From Sunday, April 28th through Thursday, May 2nd, 2024		
Explanation/Background of Agenda Item Requested:	Doug Greenway, Corn Palace Director, is requesting a Special Event Permit for the Shrine Circus from Sunday, April 28th to Thursday, May 2nd, 2024. This event is held within the Corn Palace as a ticketed event and is open to the public. Circus personnel, animals, and equipment are staged in the parking lots/streets near City Hall. The event has performances from Monday, April 29th through Wednesday, May 1st, 2024. Please refer to the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following: • Street Closure(s) - (\$200 Fee) • Parking Lot Closure - (\$200 Fee - waived if also requesting street closure) The following street closure is requested from Noon until 5:00 PM on Sunday, April 28th: • Lawler Street from 5th Ave. to 7th Ave. on Sunday, April 28th, from Noon to 5 PM. The following street closure is requested on Tuesday, April 30th, from 8:30 AM until 1 PM. • Main Street from 6th Ave. to 7th Ave. on Tuesday, April 30th, from 8:30 AM until 1 PM for the FREE Performance nursing home residents. This request is for bus parking for those buses that deliver residents from area nursing homes. *Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s). The following parking lot closure is requested for Sunday, April 28th at 5 PM until Thursday, May 2nd at Noon: • City Hall/Corn Palace parking lot. Closures are for circus setup, teardown, overnight parking, housing of animals, and campers for workers.		

Please see the attached location map for further information regarding street & parking lot closures.

*** Doug Greenway is requesting that City Council waive the \$200 street/parking lot closure fee(s), as any fees would be passed along to the Shriners who are raising money for the Shriners Hospital and care for children.**

*** A certificate of Liability Insurance will be submitted by Doug Greenway as soon as the Shriners receive a signed agreement with the Corn Palace.**

Staff recommends City Council approval of the Special Event Permit as stated in the Special Event Permit Application.

Print**Special Event Permit Application - Submission #3384****Date Submitted: 3/11/2024**

Special Event Permit Application

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

Event Name:*

Corn Palace Shrine Circus

Event Date:*

4/28/2024

Event Hours:*

09:00 AM

—

10:00 PM

Requests included in this application:*

- ☒ Street Closure(s) (\$200 Fee)
- ☒ Parking Lot Closure(s) (\$200 Fee - waived if also requesting street closure)
- ☐ Parade Permit - with escort & closures (\$250 Fee)
- ☐ Parade Permit (\$50 Fee)
- ☐ Noise Permit
- ☐ Fireworks Permit (\$50 Fee)
- ☐ Special Event Liquor License (\$500 Fee)
- ☐ Consumption Permit (\$500 Fee)

*Special Event Permit fee(s) need(s) to be RECEIVED by the City of Mitchell by the day of event to ensure final approval of Special Event Permit.

Time Requested for Street Closure(s)

4/30/2024

08:30 AM

—

4/30/2024

01:00 PM

Time Requested for Parking Lot Closure(s)

4/28/2024	05:00 PM	—	5/2/2024	12:00 PM
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Event Information:

Overall Event Description:*

Doug Greenway, Corn Palace Director is requesting a Special Event Permit for the Shrine Circus from April 28 to May 2, 2024. Performances on Monday at 7:30 pm, Tuesday 10, 4:30 and 7:15 pm, Wednesday, 4:30 and 7:15 pm.

The permit requests the following:

- Road Closure
- Parking Lot Closure

Road Closure(s):

Main Street from 6th to 7th Ave. on **Tuesday, April 30th** from **8:30 AM to 1 PM** for the FREE Performance for Nursing Home Residents.

Lawler St. from 5th to 7th Ave. on **Sunday, April 28th** from **Noon to 5 PM** to allow Shriners to transport their items from the Masonic Lodge to Armory using forklifts.

Parking Lot Closure:

City Hall/Corn Palace Parking Lot on Sunday April 28th at 5 pm until Thursday May 2nd at 12 PM to allow washing down of the parking lot.

Closures are for circus setup, teardown, overnight parking, housing of animals and campers for workers.

**** Doug Greenway is requesting that Council waive the \$200 street/parking lot closure fee(s), as any fees would be passed along to the Shriners who are raising money for the Shriners Hospital and care for children.**

**** Certificate Of Liability Insurance will be submitted as soon as they receive a signed agreement with Corn Palace.**

See attached map for further information.

Please check all that apply:*

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

Total anticipated attendance:*

6000

Name of Group Sponsoring the Event:*

Corn Palace Shrine Club

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

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

501C Exemption Letter Attachment No file chosen**Event Application Contact Person:***

The World's Only Corn Palace

Contact Person's Email:*

dgreenway@cornpalace.com

Phone Number: *

(605) 995-8427

Day of Event Contact Person:*

Doug Greenway

Contact Person's Email:*

dgreenway@cornpalace.com

Phone Number:*

6057700761

Facility Use, Route Map, and Impacted Areas

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

This event will be hosted within the Corn Palace and the Armory. No additional equipment is required.

This event will include the use of:

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

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

Safety, Security, and Accessibility

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

The Shriners provide supervision of the participants at the circus, and the Circus contactor provide for the safety of their performers and the animals used in the performance that interact with the attendees. No additional security is required for the event.

Noise Permits

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

Will Sound Amplification be used?*

- ☒ Yes
☐ No

What time will sound amplification be used?

—

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☒ Yes
☐ No

When will sound checks be preformed?

Fireworks Permits

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

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

Name

Address

City

State

Zip Code

Phone Number

Email Address

Date of Display

Time of Display

 —

Type of Fireworks

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

Exact Location of Display:

What are the width perimeter requirements?

Insurance Requirements

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

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

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

Name of Insurance Company*

provided by Shriners

Agent's Name

to be provided by the Shriners

Policy Number**Phone Number**

Affidavit of Applicant

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

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

Doug Greenway

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

Doug Greenway

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

Doug Greenway

I am attaching the following items:

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

Parade Route Map Attachment No file chosen

Street or Parking Lot Closure Map Attachment

Choose File No file chosen

Event Map Attachment

Choose File No file chosen

Certificate of Liability Insurance Attachment

Choose File No file chosen

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document

Choose File No file chosen

Additional Document

Choose File No file chosen

Action of City Council _____

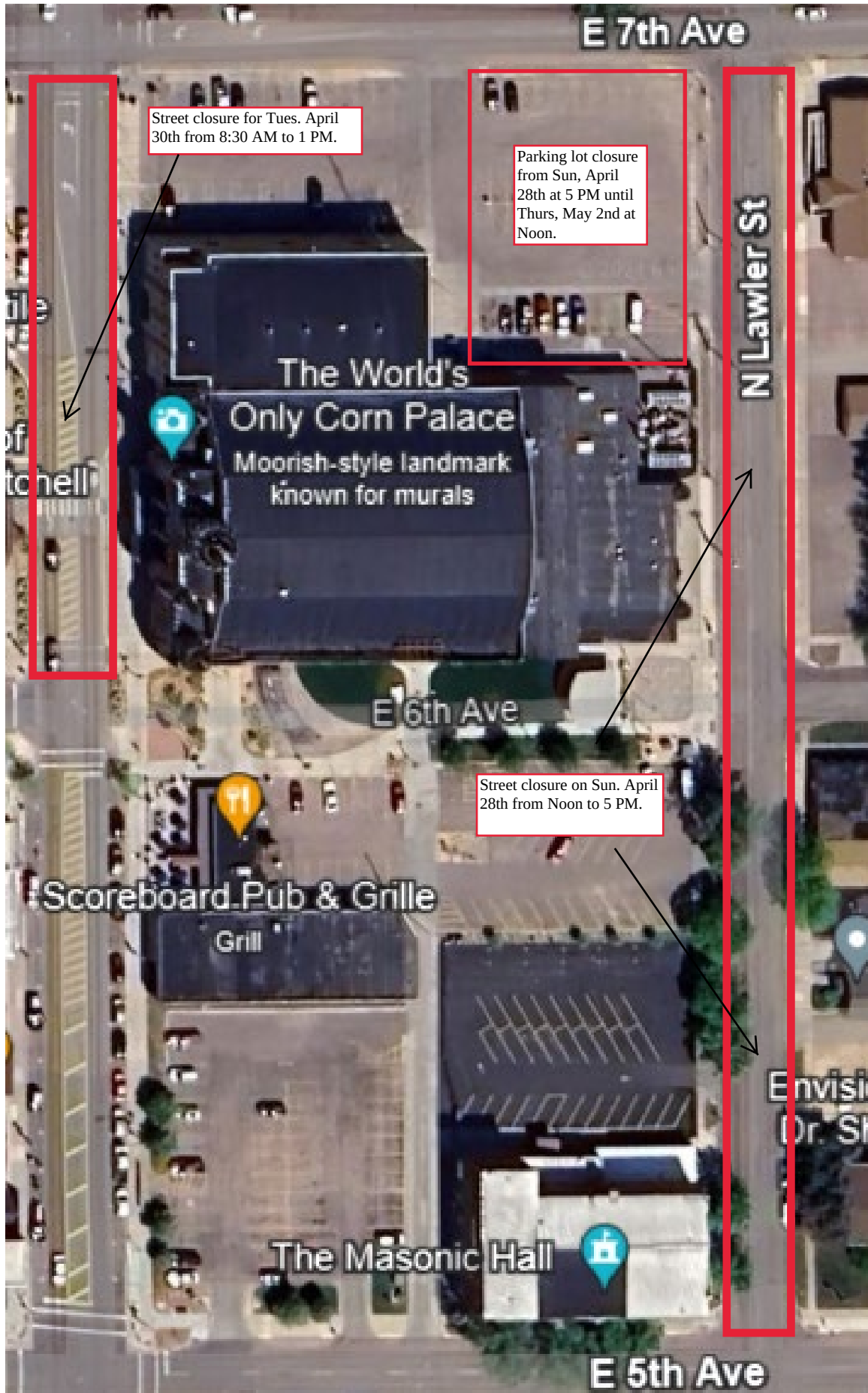
Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	March 18, 2024	Requested By:	Dan Pollreisz
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Authorization to Apply for SD Department of Health Regional Designation Grant		
Explanation/Background of Agenda Item Requested:	The Fire/EMS department would like authorization to apply for the SD Department of Health Regional Designation grant. These funds would be used to purchase the following training equipment; 3 full-size mannequins (adult, child, trauma), 1 airway head, 1 anatomical mannequin, 1 tablet (plus 3 year software agreement) to run mannequins, and the LLEAP license for all mannequins. By having this equipment, we are hoping to be a training hub for everyone in our district. The total cost of this grant would be \$65,147.72 and would be 100% funded by the State.		

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:
Change Order No. 1 has the following project revisions.

1. Lower windows 4.5 inches and adjust waterproofing - \$5,920
2. Omit plywood from interior finishes - (7,800)
Adjustments to Contractor mark-up and excise tax - (191.84)
Please see attached Change Order #1 for detailed information.
Original Contract Amount - \$560,000
Current Contract Amount - \$560,000
Decrease of this Change Order - \$2,071.84
New Contract Amount - \$557,928.16
City staff recommends approval of Change Order No. 1 as outlined above.
Project Contingencies
\$11,370.84



Change Order

Change Order # 1
Date 3/6/2024
Contract Date 3/1/2023

To Contractor:
Rexwinkel Concrete, Inc.
225 S Industrial Ave
Corsica, SD 57328

Project Cadwell Park Press Box
Project Address Mitchell, SD

The Contract is modified as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Lower windows 4.5 inches, adjust waterproofing	\$5,920.00
Omit Plywood from interior finishes	-\$7,800.00
8% markup	-\$150.40
Excise Tax	-\$41.44
The original Contract Sum was	\$560,000.00
The net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$560,000.00
The Contract Sum will be Decreased by this Change Order in the amount of	(\$2,071.84)
The new Contract Sum including this Change Order will be	\$557,928.16
The Contract Time will be Unchanged (days)	0
The date of Substantial Completion, as of the date of this Change Order, therefore is	7/14/2024

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT

Ciavarella Design Inc.

ADDRESS

410 W 2nd Ave #4
Mitchell, SD 57301

SIGNED

NAME

Kevin Genzlinger, AIA

DATE

3/6/2024

CONTRACTOR

Rexwinkel Concrete, Inc.

ADDRESS

225 S Industrial Ave
Corsica, SD 57328

SIGNED

NAME

DATE

OWNER

City of Mitchell

ADDRESS

612 N Main St
Mitchell, SD 57301

SIGNED

NAME

DATE

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Corn Palace Shrine Club
112 E 5th Ave
Mitchell, SD 57301

Owner's Telephone #: _____

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License *weatherford wedding 4/20/24*

Is this license in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

B. Business Name and Address

The Masonic Hall
112 E 5th Ave
Mitchell, SD 57301

Business Telephone #: 605-996-4724

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

County: _____

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

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

D. Legal description of licensed premise:

Lot 5 & 6 Block 4 MH Pawley
1st Addition to the city of Mitchell
SD

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

E. State Sales Tax Number _____

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

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

Date _____ Print Name Brendan Manchester Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Corn Palace Shone Club

Address of office and principal place of business of corporation/partnership/LP/LLC 112 E 5th Ave, Mitchell, SD

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

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

Name	Office	Address	Occupation
<u>Brandon Mondaster</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Fire Fighter / Paramedic</u>
<u>Math Buenzas</u>	<u>Treasurer</u>	<u>40692 Swanse Bridge Dr, Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McVary</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</u>

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

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

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

James D Taylor PC Law Office, 520 N Lawler Suite 100,
PO Box 6 Mitchell, SD 57301

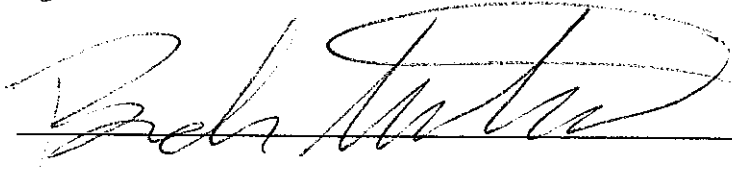
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



3-4-24

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

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Corn Palace Shrine Club
112 E 5th Ave
Mitchell, SD 57301

Owner's Telephone #: _____

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☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License

NOVAK
Wedding
5-10-24

Is this license in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

B. Business Name and Address

The Masonic Hall
112 E 5th Ave
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Business Telephone #: 605-996-4724

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

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Amount of fee retained \$ _____

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For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Corn Palace Shrine Club

Address of office and principal place of business of corporation/partnership/LP/LLC 112 E 5th Ave, Mitchell, SD

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

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

Name	Office	Address	Occupation
<u>Brandon Manchester</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Fire-fighter / Paramedic</u>
<u>Matt Bueza</u>	<u>Treasurer</u>	<u>40692 Sunset Ridge Dr, Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave, Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McNary</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave, Mitchell, SD</u>	<u>Farmer</u>

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

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

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

James D Taylor PC Law Office, 520 N Lawler Suite 100,
PO Box 6 Mitchell, SD 57301

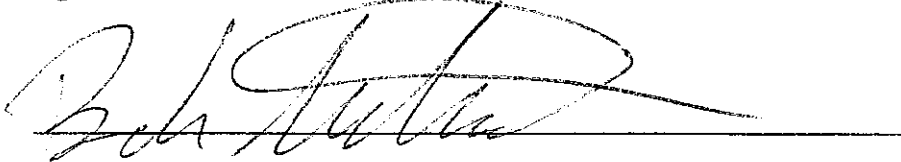
With signature the applicant agrees to the following:

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

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Signature of Authorized Officer/Director/Partner

Date



3-4-24

PAY ESTIMATES FOR MARCH 18, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Quality Cut-Lawn & Snow	#2019-53R2 Mitchell Airport Snow Removal	#6-2023	\$ 8,666.66	\$ 51,999.96	\$ 65,000.00
Rice Lake West	#2020-20 Mitchell Pump Station Above Ground	#10	\$ 276,746.42	\$ 6,259,847.46	\$ 11,637,377.02
Geo-Tek Engineering & Testing	#2020-20 Mitchell Pump Station Above Ground	#9	\$ 726.25	\$ 39,581.25	\$ 42,950.00
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-23	\$ 4,931.57	\$ 509,795.04	\$ 767,500.00
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#36	\$ 39,587.25	\$ 1,711,137.09	\$ 1,751,150.00
PKG Contracting Inc.	#2021-31 North Waste Water Improvements	#21	\$ 83,888.50	\$ 14,105,220.00	\$ 15,796,900.00
Brosz Engineering	#2021-39 Spruce Street RR Crossing	#7	\$ 1,160.00	\$ 78,425.00	\$ 169,135.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#14	\$ 169,154.88	\$ 481,002.15	\$ 1,908,860.00
Foerster Testing Limited	#2022-34 Cadwell Park Crow's Nest & Shade Struc	#1	\$ 855.00	\$ 855.00	
Brosz Engineering Inc.	#2024-2 East 5th - Burr to Foster - Utilities	#1	\$ 8,960.00	\$ 8,960.00	\$ 238,710.00
Randall Community Water Distric	#2024-7 Randall Regional Waterline Study	#1	\$ 41,870.50	\$ 41,870.50	
	TOTALS		\$ 636,547.03	\$ 23,288,693.45	\$ 32,377,582.02

Prepared by Deb Hanson-Sudbeck

PACKET : 06800 06801 06802 06803
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
=====						
01-00971	MAXIMUM PROMOTIONS INC					
		I-48651	101-41210-43300	VETERAN'S PAR FLAG REPAIRS	201223	64.00
01-01518	VERIZON WIRELESS					
		I-9957852105	101-41210-42800	UTILITIES-TEL ACCT #886931646-00001	201299	46.93
DEPARTMENT 1210 MAYOR'S OFFICE					TOTAL:	110.93

3/13/2024 1:52 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1230 ADMINISTRATIVE BOARDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06750	ATV HOLDINGS, LLC dba M					
	I-11029931		101-41230-42800	UTILITIES-TEL ACCT #00223662-2	201238	0.30
DEPARTMENT 1230 ADMINISTRATIVE BOARDS TOTAL:						0.30

01/13/2024 1:52 PMREGULAR DEPARTMENT PAYMENT REGISTERPAGE: 3

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1410 ATTORNEY'S OFFICEBANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06739	THOMSON REUTERS - WEST					
	I-849796109	101-41410-42610	WEST GROUP LA FEB 2024 ONLINE SUBSCRIPTION		201292	800.80
01-06750	ATV HOLDINGS, LLC dba M					
	I-11029931	101-41410-42810	UTILITIES-TEL ACCT #00223662-2		201238	0.45
01-08403	BOYCE LAW FIRM LLP					
	I-300757	101-41410-42200	PROFESSIONAL RURAL WATER DIST FEB 2024		201154	165.00
01-09109	RAMKOTA HOTEL-PIERRE					
	I-109821	101-41410-42700	TRAVEL, CONF JOHNSON-PIERRE ROOM		201269	119.00
01-10550	CADWELL SANFORD DEIBERT					
	I-03112024	101-41410-42200	PROFESSIONAL INDOOR POOL/PUETZ		201161	888.00
DEPARTMENT 1410 ATTORNEY'S OFFICE					TOTAL:	1,973.25

PACKET : 06800 06801 06802 06803

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-73526	101-41420-42600	SUPPLIES & MA INDEXS,NOTES,TAPE,RIBBONS	201224	132.33
		I-73959	101-41420-42600	SUPPLIES & MA POST IT NOTES	201224	16.99
		I-73969	101-41420-42600	SUPPLIES & MA WALL FILE	201224	16.99
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	101-41420-42800	UTILITIES - T ACCT #00223662-2	201238	5.48
01-09703	AMAZON CAPITAL SERVICES					
		I-1FHL-71R1-1TC6	101-41420-42600	SUPPLIES & MA MONITOR DESK AND WALL MOUNTS	201137	124.05
DEPARTMENT 1420 FINANCE						TOTAL: 295.84

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01716	NEPSTADS FLOWER SHOP					
	I-025704	101-41440-42232	EMPLOYEE RECO FUNERAL GREEN PLANT		201244	58.00
01-03267	WALMART/CAPITAL ONE					
	I-8072.03062024	101-41440-42232	EMPLOYEE RECO EMPLOYEE RECOGNITION PRIZES		201302	642.34
01-04779	AVERA OCCUPATIONAL MEDI					
	I-00107292-00	101-41440-42231	EMPLOYEE PHYS SCREENINGS, PHYSICALS		201144	3,378.00
01-06750	ATV HOLDINGS, LLC dba M					
	I-11029931	101-41440-42800	UTILITIES ACCT #00223662-2		201238	1.93
01-08711	ONE SOURCE THE BACKGROU					
	I-2022149381	101-41440-42210	PROFESSIONAL BACKGROUND CHECK		201256	167.50
01-09703	AMAZON CAPITAL SERVICES					
	I-134G-KFJM-6NT3	101-41440-42232	EMPLOYEE RECO VIDEO DOORBELL, MOTION DETECTOR		201137	168.61
DEPARTMENT 1440 HUMAN RESOURCES						TOTAL: 4,416.38

PACKET : 06800 06801 06802 06803
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
=====						
01-01464	FISCHER, ROUNDS & ASSOC					
		I-160613	101-41460-42110	LIABILITY, PR EQUIPMENT COVERAGE RENEWAL	201198	6,272.00
DEPARTMENT 1460 INSURANCE & BONDS						TOTAL: 6,272.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-04.000600.00.03.24	101-41920-42812	UTILITIES-CIT 612 N MAIN ST	201169	326.91
01-00533	VILHAUER COMPANIES LLC					
		I-721	101-41920-43300	IMPROV OTHER FINANCE OFFICE PAINTING,STAIN	201301	1,259.19
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.02.24	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	201246	1,934.09
		I-2830632-2.02.24	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	201246	298.05
01-08281	ARAMARK					
		I-6380176928	101-41920-42520	REPAIR-CITY H MAT CLEANING	201140	107.32
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 3,925.56

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-1282	101-41935-42615	POSTAGE POSTAGE 02.16-02.29.24	201267	259.23
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB8423	101-41935-42640	COPY MACHINE COPY PAPER	201208	277.82
01-05195	A & B BUSINESS SOLUTION					
		I-IN1134208	101-41935-42640	COPY MACHINE TOSHIBA STAPLES	201134	185.60
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	201238	2,362.29
		I-11029931	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	201238	0.40
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						3,085.34

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-04.001200.00.03.24	101-42110-42810	UTILITIES 201 W 1ST AVE	201169	866.47
		I-04.001250.00.03.24	101-42110-42810	UTILITIES 122 S ROWLEY ST	201169	101.09
01-01199	STURDEVANTS AUTO VALUE					
		I-815031967	101-42110-42500	REPAIR & MAIN SENSOR,ANTI-FREEZE,FILTERS	201286	122.17
		I-815032376	101-42110-42500	REPAIR & MAIN OIL FILTER	201286	7.93
01-01210	LAKEVIEW VETERINARY CLI					
		I-330582	101-42110-42670	SERVICE DOG S K9 MEDICATION	201215	143.90
01-01322	LARRY'S I-90 SERVICE IN					
		I-101329	101-42110-42610	GAS OIL TIRES MOUNT & BALANCE TIRES	201216	822.48
01-01532	FEDEX					
		I-8-429-80653	101-42110-42200	PROFESSIONAL EVIDENCE SHIPPING	201197	39.98
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.03.24	101-42110-42810	UTILITIES 122 S ROWLEY ST	201246	294.15
01-02378	POWER DMS INC					
		I-INV-49025	101-42110-42693	COMPUTER SOFT SCHEDULING SOFTWARE	201263	5,898.82
01-02679	MENARD'S INC					
		I-65825	101-42110-42600	SUPPLIES CABLE TIES,LAWN BAGS	201226	28.62
01-02811	JONES SUPPLIES					
		I-145638	101-42110-42600	SUPPLIES CARPETMASTER HANDLE,NOZZLE	201210	81.46
01-03307	MEGA WASH					
		I-0057725	101-42110-42200	PROFESSIONAL CARWASHES	201225	24.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	101-42110-42800	TELEPHONE ACCT #00223662-2	201238	25.32
01-07514	EVIDENT INC					
		I-238975A	101-42110-42600	SUPPLIES ENVELOPES,LABELS,EVIDENCE SUPP	201195	620.48
01-08014	VERN EIDE CHEVROLET GMC					
		I-16088245/1	101-42110-42980	VEHICLE TOWIN POLICE DAYTIME TOW	201300	180.00
01-08281	ARAMARK					
		I-6380174060	101-42110-42200	PROFESSIONAL MAT CLEANING	201140	56.27
01-08877	SD DEPARTMENT OF PUBLIC					
		I-N1442460SR	101-42110-42910	TELETYPE ANNUAL DATAMAXX CHARGE	201279	1,236.93
01-09600	WILLIAM LUTJEN					
		I-03042024	101-42110-42640	UNIFORM ALLOW BOOTS REIMBURSED	201220	199.95

PACKET : 06800 06801 06802 06803

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
=====						
01-10486	AT&T MOBILITY - POLICE					
		I-9001X02232024	101-42110-42800	TELEPHONE ACCT #287283989001	201143	1,051.40
DEPARTMENT 2110 POLICE DEPARTMENT						TOTAL: 11,801.42

PACKET : 06800 06801 06802 06803
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
01-00445	CITY OF MITCHELL					
		I-04.001700.00.03.24	101-42130-42830	UTILITIES-WAT 705 N CAPITAL ST	201169	147.01
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.03.24	101-42130-42835	UTILITIES-STR CARL RD	201165	257.00
		I-14579001.03.24	101-42130-42835	UTILITIES-STR 25040 SD HWY 37	201165	615.00
01-01450	MUTH ELECTRIC INC					
		I-668722	101-42130-43410	BATTERY BACKU COPPER WIRE	201242	677.54
01-01490	MUELLER LUMBER CO. INC.					
		I-294679	101-42130-42600	SUPPLIES RED MARKING PAINT	201241	8.49
01-01518	VERIZON WIRELESS					
		I-9957852105	101-42130-42820	TELEPHONE ACCT #886931646-00001	201299	93.86
01-01590	MCLEOD'S PRINTING					
		I-74238	101-42130-42600	SUPPLIES SHARPIE MARKERS	201224	12.97
01-01805	FASTENAL COMPANY					
		I-SDMIT170988	101-42130-42600	SUPPLIES PROCELL BATTERY	201196	10.61
		I-SDMIT170995	101-42130-42600	SUPPLIES PROCELL BATTERY	201196	10.61
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.03.24	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	201246	21.15
		I-2573626-5.03.24	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	201246	13.86
		I-2580169-7.03.24	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	201246	26.73
		I-2581243-9.01.24	101-42130-42835	UTILITIES-STR STREET LIGHTS	201246	18,598.00
		I-2585321-9.02.24	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	201246	212.61
		I-2585416-7.02.24	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	201246	326.54
		I-2585457-1.02.24	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	201246	201.64
		I-2585833-3.02.24	101-42130-42810	UTILITIES-TRA 1909 N MAIN ST	201246	148.15
		I-2586693-0.02.24	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	201246	95.92
		I-2586929-8.02.24	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	201246	81.58
		I-2586966-0.02.24	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	201246	98.33
		I-2748245-4.02.24	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	201246	332.07
		I-2748246-2.02.24	101-42130-42810	UTILITIES-TRA N RAMP 190 SIGNAL LIGHTS	201246	207.18
		I-2778164-0.03.24	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	201246	130.91
		I-2781011-8.03.24	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	201246	28.28
		I-2793476-9.03.24	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST SIGNAL LIGHTS	201246	64.08
		I-2812391-7.02.24	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	201246	29.50
		I-2860182-1.02.24	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	201246	12.84
		I-2860183-9.02.24	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	201246	12.84
		I-2942176-5.03.24	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	201246	13.69
		I-2955717-0.02.24	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	201246	54.06
		I-2980768-2.02.24	101-42130-42810	UTILITIES-TRA 121 W HAVENS	201246	145.21
		I-3219913-5.02.24	101-42130-42835	UTILITIES-STR 617 N MAIN	201246	12.00
		I-3480194-4.02.24	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	201246	179.22
		I-3480195-1.02.24	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	201246	140.88

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2130 TRAFFIC DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY	continued				
		I-3480197-7.02.24	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	201246	161.14
		I-3621835-2.02.24	101-42130-42810	UTILITIES-TRA S RAMPs AND I90 SIGNAL LIGHTS	201246	216.59
		I-3701975-9.02.24	101-42130-42835	UTILITIES-STR N RAMPs I90 STREET LIGHTS	201246	774.53
		I-3880132-0.02.24	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SGNL	201246	129.14
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-3571-6A	101-42130-42545	PAINT POWER CORD	201280	42.99
01-02790	SUN GOLD SPORTS LLC					
		I-25482	101-42130-42640	UNIFORMS HARVEY EMBROIDERY CHARGE	201289	20.00
01-02880	THUNE TRUE VALUE & APPL					
		I-A562951	101-42130-42500	REPAIRS 8X8X10 SDS PL	201293	13.99
		I-A563415	101-42130-42500	REPAIRS BLADE	201293	21.99
01-09703	AMAZON CAPITAL SERVICES					
		C-1T1D-PRHW-7RLW	101-42130-42500	REPAIRS MISSING SLIDING LOCK	201137	12.27-
		I-1G1T-KTWG-F9LV	101-42130-42500	REPAIRS TRAILER PIN LATCH,BOLT SPRING	201137	18.98
01-10356	CK BICYCLES & LOCKS LLC					
		I-17149	101-42130-42500	REPAIRS TRANSPONDER KEY, PROGRAMMING	201173	110.00
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	24,517.44

PACKET : 06800 06801 06802 06803

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
01-00130	DAVISON COUNTY TREASURE					
		I-03052024	101-42200-42600	SUPPLIES 2023 MARINE MASTER, TRAILER	201187	53.40
01-00424	RUNNINGS SUPPLY INC					
		I-1799053	101-42200-42600	SUPPLIES FUEL TANK	201273	174.74
01-01199	STURDEVANTS AUTO VALUE					
		I-815032380	101-42200-42600	SUPPLIES REFLECTOR	201286	10.99
		I-815032560	101-42200-42600	SUPPLIES COPPER SPARK PLUG	201286	3.99
01-01457	MIDWEST FIRE & SAFETY					
		I-060312	101-42200-42200	PROFESSIONAL FIRE EXTINGUISHER SERVICE	201229	840.50
01-01830	NORTHWESTERN ENERGY					
		I-2583799-8.02.24	101-42200-42810	UTILITIES 201 W 1ST AVE FIRE	201246	4,430.13
		I-3566523-1.02.24	101-42200-42810	UTILITIES 5971 AIRPORT RD BLDG 21	201246	246.04
01-02679	MENARD'S INC					
		I-65822	101-42200-42600	SUPPLIES GARBAGE BAGS	201226	27.38
		I-66042	101-42200-42600	SUPPLIES TRAILER PLUG	201226	18.98
		I-66225	101-42200-42600	SUPPLIES BATTERIES	201226	35.96
01-02840	TESSIER'S INC					
		I-TES083015	101-42200-42500	REPAIR & MAIN FIRE BAY AIR EXCHANGER REPAIR	201290	5,110.98
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	101-42200-42800	TELEPHONE ACCT #00223662-2	201238	2.85
01-10486	AT&T MOBILITY - POLICE					
		I-9001X02232024	101-42200-42800	TELEPHONE ACCT #287283989001	201143	104.87
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	11,060.81

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00262	GREAT WESTERN TIRE CO					
	I-1-634805	101-43100-42600	SUPPLIES	CAPS,NAIL REPAIR SUPPLIES	201204	1,965.60
01-00436	CHS FARMERS ALLIANCE					
	I-IZ1485	101-43100-42500	REPAIRS	CARLISE GUARD,MOUNT TIRES	201168	1,112.00
01-00445	CITY OF MITCHELL					
	I-04.001600.00.03.24	101-43100-42830	UTILITIES-WAT	1405 W 8TH AVE	201169	269.51
01-00858	TRAIL KING INDUSTRIES I					
	I-538877	101-43100-42500	REPAIRS	FLOOR SCREW	201297	21.50
01-01117	WHEELCO BRAKE & SUPPLY					
	I-INV481733	101-43100-42500	REPAIRS	STREET ELBOW,SWIVEL HOSES	201305	75.06
01-01130	KIMBALL-MIDWEST					
	I-101950989	101-43100-42600	SUPPLIES	FOUR WAY	201211	122.28
01-01199	STURDEVANTS AUTO VALUE					
	I-815031971	101-43100-42500	REPAIRS	BATTERY,MOTOR BLOWER,JOINTS	201286	376.90
	I-815032374	101-43100-42600	SUPPLIES	OIL,AIR,FUEL FILTERS,HORSEPOWR	201286	147.32
01-01490	MUELLER LUMBER CO. INC.					
	I-294475	101-43100-42600	SUPPLIES	QUICK LINKS	201241	10.17
01-02679	MENARD'S INC					
	I-65359	101-43100-42600	SUPPLIES	TRANSPORT,RATCHET BINDER	201226	74.97
	I-65491	101-43100-42600	SUPPLIES	NOZZLES,LIGHT BULBS	201226	54.92
	I-65519	101-43100-42600	SUPPLIES	DRILL BITS	201226	30.90
	I-65803	101-43100-42500	REPAIRS	DRILL BITS,DRIVE BITS	201226	45.92
01-03099	LAWSON PRODUCTS INC					
	I-9311316500	101-43100-42600	SUPPLIES	SAW BLADE	201217	423.97
	I-9311320140	101-43100-42500	REPAIRS	CABLE TIES	201217	243.66
01-03678	INTERSTATE OFFICE PRODU					
	I-01EB9713	101-43100-42600	SUPPLIES	STAND	201208	104.12
01-04293	JCL SOLUTIONS					
	I-1353845	101-43100-42600	SUPPLIES	WHITE TOWELS	201209	516.95
01-06750	ATV HOLDINGS, LLC dba M					
	I-11029931	101-43100-42800	UTILITIES	ACCT #00223662-2	201238	2.18
01-08594	MAKE IT MINE DESIGNS					
	I-34019	101-43100-42600	SUPPLIES	VINYL DECALS	201222	405.00
01-09138	MIDSTATES EQUIPMENT & S					
	I-224136	101-43100-43427	CRACK SEALING	CIMLINE M2 MAGMA DH MELTER	201228	79,000.00

DEPARTMENT 3100 STREET DEPARTMENT

TOTAL:

85,002.93

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3110 PUBLIC WORKS ADMIN

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00059	JOELLE DAMMANN					
		I-02282024	101-43110-42700	TRAVEL CONF D SDOOT SD TRNG-MEALS	201183	28.00
01-00130	DAVISON COUNTY TREASURE					
		I-03112024	101-43110-42600	SUPPLIES PLAT CONSIDERATION FEE	201188	100.00
01-01518	VERIZON WIRELESS					
		I-9957852105	101-43110-42800	UTILITIES ACCT #886931646-00001	201299	80.02
01-03114	SUBWAY					
		I-1/A-648425	101-43110-42750	PLANNING COMM PLANNING COMM MEALS 03.11	201288	31.96
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	101-43110-42800	UTILITIES ACCT #00223662-2	201238	4.51
		I-11029961	101-43110-42916	NUISANCE ABAT ACCT #00019259-0	201238	5.31
01-09109	RAMKOTA HOTEL-PIERRE					
		I-10981Z	101-43110-42700	TRAVEL CONF D SCHROEDER-PIERRE ROOM	201269	119.00
01-09172	AAA LAWN CARE AND MAINT					
		I-935	101-43110-42916	NUISANCE ABAT SNOW REMOVAL @ PROPERTIES	201136	390.00
01-10412	JON THURMAN					
		I-02282024	101-43110-42700	TRAVEL CONF D SF CLASS-MEALS	201294	28.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	786.80

PACKET : 06800 06801 06802 06803

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
=====						
01-06294	BROSZ ENGINEERING INC					
		I-2021-39 P.E. #7	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #7	201155	1,160.00
01-07823	TRAFFIC SOLUTIONS INC					
		I-DR23-595	101-43120-43313	SPRUCE ST RR MOBILIZATION SETUP,CONTROL	201296	3,902.05
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						5,062.05

03/13/2024 1:52 PM
PACKET : 06800 06801 06802 06803
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IF8481	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER	201168	249.61
01-01518	VERIZON WIRELESS					
		I-9957852105	101-43700-42800	UTILITIES ACCT #886931646-00001	201299	71.70
01-02495	TITAN MACHINERY-MITCHEL					
		I-PS0212684-1	101-43700-42600	SUPPLIES & MA ORING,QUICK COUPLING	201295	103.65
01-02679	MENARD'S INC					
		I-65806	101-43700-42600	SUPPLIES & MA FURRING,CLOROX WIPES	201226	105.32
		I-66197	101-43700-42600	SUPPLIES & MA SECURITY CAMERA LENS	201226	5.97
01-02880	THUNE TRUE VALUE & APPL					
		I-B285876	101-43700-42600	SUPPLIES & MA HANDY BOX,COVER,CONNECTOR	201293	20.55
01-08281	ARAMARK					
		I-6380175493	101-43700-42600	SUPPLIES & MA MAT CLEANING	201140	33.57
01-09516	BECHEN ELECTRIC INC					
		I-4542	101-43700-42500	REPAIR & MAIN LIGHT WIRING REPAIR	201149	95.66
				DEPARTMENT 3700 CEMETERY	TOTAL:	686.03

01/13/2024 1:52 PMREGULAR DEPARTMENT PAYMENT REGISTERPAGE: 18

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROLBANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01210	LAKEVIEW VETERINARY CLI					
	I-330811	101-44120-42900	IMPOUNDING DO FEB 2024 MANAGEMENT	201215	900.00	
01-01830	NORTHWESTERN ENERGY					
	I-2719777-1.02.24	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	201246	154.20	
01-02017	DAVISON RURAL WATER SYS					
	I-4837.03.24	101-44120-42800	UTILITIES-POU FEB 2024 WATER USAGE	201189	41.00	
01-03686	NEWMAN SIGNS INC					
	I-TRFINV052673	101-44120-42600	SUPPLIES SPECIAL TRAFFIC	201245	272.53	
01-09865	MITCHELL ANIMAL RESCUE					
	I-03012024	101-44120-42900	IMPOUNDING DO MAR 2024 MANAGEMENT FEE	201232	350.00	
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	1,717.73

PACKET : 06800 06801 06802 06803

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
01-00445	CITY OF MITCHELL					
		I-04.001100.00.03.24	101-45500-42830	UTILITIES-WAT 221 N DUFF ST	201169	296.25
01-01015	INGRAM LIBRARY SERVICES					
		I-80694988	101-45500-43420	BOOKS ADULT BOOKS	201207	153.55
		I-80721536	101-45500-43420	BOOKS ADULT BOOK	201207	25.80
01-01217	OPENING THE BOOK NORTH					
		I-902	101-45500-43400	FURNITURE & E BOOKCASES	201257	7,795.70
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.02.24	101-45500-42800	UTILITIES 221 N DUFF ST	201246	4,188.45
01-02880	THUNE TRUE VALUE & APPL					
		I-A562783	101-45500-42600	SUPPLIES & MA COBALT DRILL BITS	201293	10.98
01-06026	CENTER POINT LARGE PRIN					
		I-2077694	101-45500-43420	BOOKS BOOKS	201164	94.08
01-06583	BAKER & TAYLOR					
		I-2038095707	101-45500-43420	BOOKS CHILDREN'S BOOKS	201147	31.43
		I-2038117196	101-45500-43420	BOOKS CHILDREN'S BOOKS	201147	12.34
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	101-45500-42800	UTILITIES ACCT #00223662-2	201238	2.38
		I-11030725	101-45500-42800	UTILITIES ACCT #00217267-0	201238	72.95
01-08223	OVERDRIVE INC					
		I-02495CO24057677	101-45500-42693	E-BOOKS/AUDIO EBOOKS,EAUDIOBOOKS	201258	1,633.15
01-08281	ARAMARK					
		I-6380168357	101-45500-42600	SUPPLIES & MA MAT CLEANING	201140	38.62
01-09474	LIBRARY FURNITURE INTER					
		I-9110	101-45500-43400	FURNITURE & E SHELVING,PANELS	201219	3,460.00
01-09633	STAPLES					
		I-3560170423	101-45500-42600	SUPPLIES & MA TAPE	201285	35.56
01-09703	AMAZON CAPITAL SERVICES					
		I-16RV-D9PT-DXMV	101-45500-42600	SUPPLIES & MA GLUE STICKS, CARDSTOCK	201137	286.23
01-10612	THE FIRE GROUP INC					
		I-11859	101-45500-42500	REPAIR & MAIN ANNUAL SPRINKLER INSPECTION	201291	200.00
				DEPARTMENT 5500 LIBRARY	TOTAL:	18,337.47
				FUND 101 GENERAL	TOTAL:	179,052.28

PACKET : 06800 06801 06802 06803

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
01-00015	RIDDELL ALL AMERICAN SP					
		I-952021004	201-45110-42600	SUPPLIES & MA HELMETS	201272	1,439.95
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-00356	QUALIFIED PRESORT					
		I-2279-1282	201-45110-42600	SUPPLIES & MA POSTAGE 02.16-02.29.24	201267	0.68
01-00445	CITY OF MITCHELL					
		I-04.000950.00.03.24	201-45110-42850	UTILITIES-AQU HITCHCOCK POOL	201169	13.94
	PROJ: J50-WATER	OUTDOOR AQUATIC CENTER		UTILITIES-WATER		
01-01830	NORTHWESTERN ENERGY					
		I-2868739-0.03.24	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	201246	343.80
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER		UTILITIES-ELECTRIC/GAS		
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	201-45110-42800	UTILITIES ACCT #00223662-2	201238	2.18
				DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	1,800.55

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-1282	201-45140-42600	SUPPLIES & MA POSTAGE 02.16-02.29.24	201267	0.68
01-00445	CITY OF MITCHELL					
		I-04.001300.00.03.24	201-45140-42800	UTILITIES 1300 N MAIN ST	201169	3,477.01
	PROJ: J09-WATER	REC CTR UTILITIES		UTILITIES-WATER		
01-01193	KROHMER PLUMBING INC					
		I-79118	201-45140-42500	REPAIR & MAIN REPAIR LINE ON STEAMER	201214	156.45
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
		I-79166	201-45140-42500	REPAIR & MAIN REPAIR FAUCET MENS LOCKER RM	201214	88.78
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
01-01450	MUTH ELECTRIC INC					
		I-668389	201-45140-43300	CAPITAL IMPRO POW SCREW BOLT	201242	486.01
		I-668495	201-45140-42500	REPAIR & MAIN LED LAMPS	201242	282.23
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-01497	GRAINGER					
		I-9013884714	201-45140-42600	SUPPLIES & MA PLASTIC CARTRIDGE	201203	51.94
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-9020947470	201-45140-42600	SUPPLIES & MA SINGLE POINT HOOKS	201203	11.20
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-9022524897	201-45140-42600	SUPPLIES & MA PLEATED AIR FILTERS	201203	213.04
	PROJ: J06-SM-HVAC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-HVAC		
		I-9026392952	201-45140-42600	SUPPLIES & MA BATTERY	201203	9.84
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-9027678185	201-45140-42600	SUPPLIES & MA TOOL TOTE	201203	84.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-9032870587	201-45140-42600	SUPPLIES & MA NAPKIN BAGS	201203	38.80
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.02.24	201-45140-42800	UTILITIES 1300 N MAIN	201246	3,294.73
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
		I-2773861-6.03.24	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	201246	3,438.78
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97790774	201-45140-42601	CONCESSION SU WATER,SODAS,GATORADES	201261	332.86
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02567	S & M PRINTING INC					
		I-81929	201-45140-42300	PUBLISHING CARDIO INDEX CARDS	201275	78.00
	PROJ: J08-SM PRINT	REC CTR PUBLISHING		PUBLISHING-S&M PRINTING		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10614259	201-45140-42602	CHEMICALS TESTING	201266	91.24
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		

01/13/2024 1:52 PM
 PACKET : 06800 06801 06802 06803
 VENDOR SET: Mult
 FUND : 201 PARK FUND
 DEPARTMENT: 5140 RECREATION CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02603	ROD BROWN					
		I-03122024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WL PRGM	201156	15.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02719	JENNIFER O'CONNOR					
		I-03122024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WL PRGM	201255	15.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02772	ALIVIA SIEGEL					
		I-03122024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WL PRGM	201281	15.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02790	SUN GOLD SPORTS LLC					
		I-25663	201-45140-42650	UNIFORMS VINYL LOGOD SHIRTS	201289	60.00
	PROJ: J10-THOMAS	REC CTR UNIFORMS		UNIFORMS-THOMAS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A562746	201-45140-42600	SUPPLIES & MA HOOK	201293	7.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A562926	201-45140-42600	SUPPLIES & MA NUTS,BOLTS	201293	2.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A563080	201-45140-42600	SUPPLIES & MA COMMAND HOOK	201293	4.49
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03267	WALMART/CAPITAL ONE					
		I-8775.03072024	201-45140-42600	SUPPLIES & MA REMOTES	201302	29.76
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03475	SHANNON LEREW					
		I-03122024	201-45140-42600	SUPPLIES & MA DEPT HEALTH WL PRGM	201218	15.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03700	CORE-MARK MIDCONTINENT					
		I-1469910	201-45140-42601	CONCESSION SU CLASSIC LINKS,BROWNIES,CAKES	201176	1,229.24
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	201-45140-42800	UTILITIES ACCT #00223662-2	201238	0.07
		I-11031511	201-45140-42800	UTILITIES ACCT #00037690-1	201238	109.70
	PROJ: J09-TV	REC CTR UTILITIES		UTILITIES-TV		
01-07716	SAGA COMMUNICATIONS OF					
		I-IN-12402107204	201-45140-42300	PUBLISHING ADVERTISING	201276	740.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
		I-MC-12402106990	201-45140-42300	PUBLISHING ADVERTISING	201276	316.40
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
		I-MC-12402106991	201-45140-42300	PUBLISHING ADVERTISING	201276	124.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		

PACKET : 06800 06801 06802 06803
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09143	ICAN INC					
		I-114857	201-45140-42300	PUBLISHING ADVERTISING	201206	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING		PUBLISHING-ICAN		
01-09633	STAPLES					
		I-3560042423	201-45140-42600	SUPPLIES & MA THICK BOWL CLEANER	201285	66.96
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3560042424	201-45140-42600	SUPPLIES & MA FOAM CLEANSER	201285	49.26
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3560100930	201-45140-42600	SUPPLIES & MA ROLL TOWELS	201285	55.34
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3560100931	201-45140-42600	SUPPLIES & MA BANDAGES	201285	22.53
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3560170424	201-45140-42600	SUPPLIES & MA BANDAGES	201285	24.40
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-3560170425	201-45140-42600	SUPPLIES & MA TOWEL DISPENSER	201285	75.94
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3560926820	201-45140-42600	SUPPLIES & MA CLEANER	201285	52.52
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1C9F-TWG1-FNJL	201-45140-42600	SUPPLIES & MA BARBELLS	201137	209.85
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-1LQQ-LWXJ-C6YG	201-45140-42600	SUPPLIES & MA STAINLESS CARABINER CLIP	201137	61.96
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-1LVL-JGK3-J1YY	201-45140-42601	CONCESSION SU GUMBALLS,CANDY	201137	395.08
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-1X1V-TKN7-CRLD	201-45140-42600	SUPPLIES & MA BATTERIES	201137	36.98
	PROJ: J02-SM-GENER	INDOOR AQUATIC CTR		SUPPLIES/ATERIAL-GENERAL		
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	16,620.06

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1798364	201-45160-42600	SUPPLIES & MA OIL PAN,RAMPS,FUNNEL	201273	100.47	
	PROJ: H07-42600	PEPSI COMPLEX	SUPPLIES/MATERIALS			
	I-1800632	201-45160-42600	SUPPLIES & MA RATCHET STRAPS	201273	18.99	
	PROJ: H07-42600	PEPSI COMPLEX	SUPPLIES/MATERIALS			
01-00436	CHS FARMERS ALLIANCE					
	I-IG0553	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	201168	52.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IG0612	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	201168	26.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IG0670	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	201168	78.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
01-00445	CITY OF MITCHELL					
	I-04.000300.00.03.24	201-45160-42800	UTILITIES CADWELL PARK BTHRM	201169	131.75	
	PROJ: H02-42800	CADWELL STADIUM	UTILITIES			
	I-04.001000.00.03.24	201-45160-42800	UTILITIES 1001 N MINNESOTA ST	201169	258.03	
	PROJ: H06-42800	ARENA-NORTH RINK	UTILITIES			
	I-04.001001.00.03.24	201-45160-42800	UTILITIES ICE ARENA-SOUTH BLDG	201169	2,753.77	
	PROJ: H13-42800	ARENA-SOUTH RINK	UTILITIES			
	I-04.001150.00.03.24	201-45160-42800	UTILITIES 5951 AIRPORT RD	201169	101.09	
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES			
	I-04.001550.00.03.24	201-45160-42800	UTILITIES SOCCER COMPLEX	201169	131.75	
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES			
01-01199	STURDEVANTS AUTO VALUE					
	I-815032098	201-45160-42500	REPAIR & MAIN FLYWHEEL KEY	201286	2.99	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-815032550	201-45160-42600	SUPPLIES & MA PICKUP TOOL SET,FUNNEL SET	201286	11.48	
	PROJ: H13-42600	ARENA-SOUTH RINK	SUPPLIES-MAINTENANCE			
	I-815032765	201-45160-42500	REPAIR & MAIN AIR,OIL,HYDRAULIC FILTERS	201286	152.60	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-01404	MITCHELL IRON & SUPPLY					
	I-81895	201-45160-42500	REPAIR & MAIN O-RING,WASHERS,METAL WIPER	201234	96.86	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-81942	201-45160-42500	REPAIR & MAIN FLAT IRON,CUTTING CHARGE	201234	78.00	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
01-01518	VERIZON WIRELESS					
	I-9957852105	201-45160-42800	UTILITIES ACCT #886931646-00001	201299	46.93	
01-01830	NORTHWESTERN ENERGY					
	I-2579265-6.02.24	201-45160-42800	UTILITIES 1101 N EDMUNDS PWSP M SHLTR	201246	133.32	
	PROJ: H10-42800	MUNROE PARK	UTILITIES			
	I-2585121-3.02.24	201-45160-42800	UTILITIES 313 N HARMON DR	201246	81.48	
	PROJ: H07-42800	PEPSI COMPLEX	UTILITIES			
	I-2586408-3.02.24	201-45160-42800	UTILITIES TOURNEY HDQT	201246	19.65	
	PROJ: H02-42800	CADWELL STADIUM	UTILITIES			

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2586410-9.02.24	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	201246	17.95
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2718054-6.02.24	201-45160-42800	UTILITIES 5825 TOWER RD	201246	591.44
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787244-9.02.24	201-45160-42800	UTILITIES D E CONCESSION	201246	13.19
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787247-2.02.24	201-45160-42800	UTILITIES WEST ELEC D E	201246	29.85
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787248-0.02.24	201-45160-42800	UTILITIES WEST ELEC F G	201246	78.93
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787249-8.02.24	201-45160-42800	UTILITIES H I J K SHOP	201246	18.80
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787283-7.02.24	201-45160-42800	UTILITIES SOCCER FIELD	201246	83.82
	PROJ: H03-42800	OLD SOCCER FIELDS		UTILITIES		
		I-2787285-2.02.24	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	201246	19.99
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2825237-7.02.24	201-45160-42800	UTILITIES 1301 N MINNESOTA	201246	181.60
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2920373-4.02.24	201-45160-42800	UTILITIES STAD SCOREBOARD 23	201246	183.30
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S103509966.001	201-45160-42500	REPAIR & MAIN EMERGENCY FIXTURE,ACCT704	201182	51.15
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-03486	FOERSTER TESTING LIMITE					
		I-2022-34 P.E. #1	201-45160-43320	CAPITAL IMPRO 2022-34 P.E. #1	201199	855.00
01-08130	C & B OPERATIONS LLC					
		I-12599206	201-45160-42500	REPAIR & MAIN FLANGE NUT,SCREW,WASHER,KIT	201160	646.20
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-12608584	201-45160-42500	REPAIR & MAIN SEALS,ISOLATORS	201160	256.18
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-09671	PREMIER EQUIPMENT LLC					
		I-IH49892	201-45160-42500	REPAIR & MAIN PIN,BUSHING,BOLT	201264	206.92
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-IH50343	201-45160-42500	REPAIR & MAIN PIVOT PIN	201264	176.74
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	7,686.22

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00210	BAILEY METAL FABRICATOR					
		I-62511	201-45210-42500	REPAIR & MAIN TUBES	201146	36.31
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
01-00356	QUALIFIED PRESORT					
		I-593779	201-45210-42600	SUPPLIES & MA FLAT POSTAGE 02.16-02.29.24	201267	2.81
01-00424	RUNNINGS SUPPLY INC					
		I-1795476	201-45210-42600	SUPPLIES & MA WIRES	201273	13.98
	PROJ: H51-42600		PARK SHOP	SUPPLIES/MATERIALS		
		I-1797745	201-45210-42600	SUPPLIES & MA BOLT	201273	0.50
	PROJ: H51-42600		PARK SHOP	SUPPLIES/MATERIALS		
		I-1797794	201-45210-42600	SUPPLIES & MA BOLTS	201273	0.26
	PROJ: H51-42600		PARK SHOP	SUPPLIES/MATERIALS		
		I-1797933	201-45210-42500	REPAIR & MAIN STIHL PART,SPARK PLUGS	201273	34.47
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
		I-1797991	201-45210-42500	REPAIR & MAIN TAIL LIGHT	201273	7.99
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
		I-1798366	201-45210-42500	REPAIR & MAIN TAIL LIGHTS, SOCKET SET	201273	108.97
	PROJ: H51-42500		PARK SHOP	REPAIR/MAINTENANCE		
01-00445	CITY OF MITCHELL					
		I-04.000050.00.03.24	201-45210-42800	UTILITIES 5TH/MAIN ST N-SPRKL	201169	13.94
	PROJ: H82-42800		DOWNTOWN BEAUTIFCATION	UTILITIES		
		I-04.000900.00.03.24	201-45210-42800	UTILITIES HITCHCOCK PARK	201169	393.76
	PROJ: H56-42800		HITCHCOCK PARK	UTILITIES		
		I-04.000960.00.03.24	201-45210-42800	UTILITIES HITCHCOCK PARK OFFICE	201169	158.49
	PROJ: H56-42800		HITCHCOCK PARK	UTILITIES		
		I-04.001010.00.03.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	201169	44.60
	PROJ: H63-42850		VETERANS PARK	UTILITES/VETERANS PARK		
		I-04.002000.00.03.24	201-45210-42800	UTILITIES BELLA'S GARDEN	201169	139.37
	PROJ: H60-42800		NORTHBRIDGE PARK	UTILITIES		
		I-04.002100.00.03.24	201-45210-42800	UTILITIES PIONEER PARK	201169	44.60
	PROJ: H61-42800		PIONEER PARK	UTILITIES		
		I-04.002200.00.03.24	201-45210-42800	UTILITIES PUBLIC BEACH	201169	44.60
	PROJ: H74-42800		PUBLIC BEACH	UTILITIES		
		I-04.002300.00.03.24	201-45210-42800	UTILITIES 800 E 11TH AVE	201169	115.02
	PROJ: H60-42800		NORTHBRIDGE PARK	UTILITIES		
		I-04.002400.00.03.24	201-45210-42800	UTILITIES 745 N HARMON DR	201169	126.50
	PROJ: H76-42800		SANDY BEACH	UTILITIES		
		I-04.003111.00.03.24	201-45210-42800	UTILITIES 311 1/2 N HARMON DR	201169	101.09
	PROJ: H66-42800		CAMP ARROYA	UTILITIES		
		I-04.003600.00.03.24	201-45210-42800	UTILITIES KIWANIS WOODLOT PARK	201169	13.94
	PROJ: H71-42800		KIWANIS WOODLOT	UTILITIES		
		I-04.003950.00.03.24	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	201169	101.09
	PROJ: H77-42800		SPORTSMANS CLUB	UTILITIES		
		I-04.009700.00.03.24	201-45210-42800	UTILITIES HITCHCOCK WOOD SHOP	201169	101.09
	PROJ: H56-42800		HITCHCOCK PARK	UTILITIES		

01/13/2024 1:52 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 27

PACKET : 06800 06801 06802 06803

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
=====						
01-00532	A-OX WELDING SUPPLY CO					
		I-0000300320	201-45210-42600	SUPPLIES & MA CO2 CYLINDERS REFILLED	201135	102.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00712	NAPA CENTRAL					
		I-797507	201-45210-42610	GAS & FUEL CLEANER, DELVAC	201243	79.90
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-01199	STURDEVANTS AUTO VALUE					
		I-815031969	201-45210-42500	REPAIR & MAIN OIL FILTERS, WIPER BLADES	201286	57.71
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815032375	201-45210-42500	REPAIR & MAIN OIL FILTERS, HOSE CLAMPS	201286	166.99
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					
		I-294596	201-45210-42600	SUPPLIES & MA TREATED LUMBER	201241	14.18
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-9957852105	201-45210-42800	UTILITIES ACCT #886931646-00001	201299	41.93
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.03.24	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	201246	620.67
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.03.24	201-45210-42800	UTILITIES 401 S FOSTER TNCT	201246	18.10
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.03.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP P SHL	201246	12.00
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.03.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	201246	7.54
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573203-3.03.24	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	201246	24.67
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2580826-2.02.24	201-45210-42800	UTILITIES 800 E 11TH AVE	201246	8.37
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-2581610-9.02.24	201-45210-42800	UTILITIES PUBLIC BEACH	201246	57.32
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581644-8.03.24	201-45210-42800	UTILITIES KIWANIS WOODLOT	201246	42.40
	PROJ: H71-42800	KIWANIS WOODLOT		UTILITIES		
		I-2581648-9.02.24	201-45210-42800	UTILITIES ACCESS LOT LITE	201246	10.78
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2581649-7.02.24	201-45210-42800	UTILITIES DAY CAMP	201246	52.58
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.02.24	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	201246	16.92
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.02.24	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	201246	12.00
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.02.24	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	201246	17.10
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2707036-6.03.24	201-45210-42800	UTILITIES W TENNIS COURT 11	201246	12.00
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2787841-2.03.24	201-45210-42800	UTILITIES 421 S FOSTER SHOP	201246	286.08
PROJ: H51-42800	PARK SHOP			UTILITIES		
		I-2787842-0.03.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	201246	12.00
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2810876-9.03.24	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP P SHLTR	201246	17.93
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2973566-9.02.24	201-45210-42800	UTILITIES 621 N MAIN ST	201246	14.89
PROJ: H62-42800	ROTARY PARK			UTILITIES		
		I-3045799-8.02.24	201-45210-42800	UTILITIES 311 1/2 N HARMON	201246	98.71
PROJ: H66-42800	CAMP ARROYA			UTILITIES		
		I-3328555-2.02.24	201-45210-42800	UTILITIES 425 S BURR	201246	73.80
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
		I-3449572-1.02.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	201246	85.84
PROJ: H63-42850	VETERANS PARK			UTILITIES/VETERANS PARK		
		I-3600484-4.02.24	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	201246	23.04
PROJ: H76-42800	SANDY BEACH			UTILITIES		
01-02551	DAKOTA RIGGERS & TOOL S					
		I-0655710-IN	201-45210-42600	SUPPLIES & MA SHOVELS, RAKES	201181	249.24
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-65670	201-45210-42600	SUPPLIES & MA PLYWOOD	201226	42.49
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
		I-65969	201-45210-42600	SUPPLIES & MA LED LIGHTS	201226	26.94
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A562971	201-45210-42600	SUPPLIES & MA KEY	201293	9.96
PROJ: H56-42600	HITCHCOCK PARK			SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12597255	201-45210-42500	REPAIR & MAIN WIRING HARNESSSES	201160	1,311.92
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
		I-2282024	201-45210-43400	CAPITAL EQUIP 2023 JOHN DEERE MOWER	201160	68,959.33
PROJ: H50-43400	PARKS EQUIPMENT			CAPITAL EQUIPMENT		
01-09647	GRABTEC					
		I-33658	201-45210-42500	REPAIR & MAIN TOOTH, LONG BOLTS, TOPLOCK NUTS	201201	563.76
PROJ: H50-42500	PARKS EQUIPMENT			REPAIR/MAINTENANCE		
01-10554	MIDWEST OIL COMPANY					
		I-1027543	201-45210-42610	GAS & FUEL VP SYN DRUMS	201230	902.28
PROJ: H50-42610	PARKS EQUIPMENT			GAS/FUEL		
DEPARTMENT 5210 PARKS					TOTAL:	75,657.72

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01518	VERIZON WIRELESS					
		I-9957852105	201-45220-42800	UTILITIES ACCT #886931646-00001	201299	46.93
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	201-45220-42800	UTILITIES ACCT #00223662-2	201238	0.80
DEPARTMENT 5220 SUPERVISION					TOTAL:	47.73

FUND 201 PARK FUND					TOTAL:	101,812.28

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-1282	202-45650-42660	SHIPPING/POST POSTAGE 02.16-02.29.24	201267	3.40
01-00424	RUNNINGS SUPPLY INC					
		I-1786370	202-45650-42600	SUPPLIES & MA GLOVES	201273	23.97
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-00445	CITY OF MITCHELL					
		I-04.000700.00.03.24	202-45650-42830	UTILITIES-WAT 604 N MAIN ST	201169	5,071.08
		I-04.000701.00.03.24	202-45650-42850	CP PLAZA UTIL 6TH AVE PLAZA	201169	44.60
01-00532	A-OX WELDING SUPPLY CO					
		I-0001353326	202-45650-42610	COST OF GOODS CARBON DIOXIDE CYLINDER FILL	201135	75.25
		I-0001356948	202-45650-42610	COST OF GOODS CARBON DIOXIDE CYLINDER FILL	201135	75.25
01-00850	GRAHAM TIRE CO					
		I-404179350	202-45650-42500	REPAIRS & MAI TIRE REPAIR	201202	182.05
01-01193	KROHMER PLUMBING INC					
		I-79226	202-45650-42500	REPAIRS & MAI REPLACE TOILET AND SEAT	201214	500.36
01-01404	MITCHELL IRON & SUPPLY					
		I-81794	202-45650-42500	REPAIRS & MAI REAM BLADES	201234	48.00
	PROJ: X04-42500	DECORATING		REPAIRS/MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					
		I-294564	202-45650-42500	REPAIRS & MAI CARBON BRUSH SET	201241	58.16
01-01601	ARCTIC REFRIGERATION IN					
		I-53023	202-45650-42500	REPAIRS & MAI REPAIR N CONCESSION COOLER	201141	386.48
01-01830	NORTHWESTERN ENERGY					
		I-2587292-0.02.24	202-45650-42800	UTILITIES 600 N MAIN ST	201246	4,208.04
		I-3458684-2.02.24	202-45650-42850	CP PLAZA UTIL 6TH AVE PARK	201246	74.64
01-02560	PEPSI COLA COMPANY					
		I-97790987	202-45650-42610	COST OF GOODS BIBS,BUBBLRS	201261	874.90
01-02625	PAPA MURPHY'S PIZZA					
		I-1023	202-45650-42610	COST OF GOODS PIZZA BY THE SLICE	201260	786.82
01-02679	MENARD'S INC					
		I-65809	202-45650-42500	REPAIRS & MAI PUTTY KNIFE,DISKS	201226	26.94
		I-65953	202-45650-42600	SUPPLIES & MA ELECTRONIC FUSE	201226	22.44
01-02811	JONES SUPPLIES					
		I-145593	202-45650-42600	SUPPLIES & MA DEODERIZER,LINERS	201210	93.35
		I-145612	202-45650-42600	SUPPLIES & MA LAUNDRY DETERGENT	201210	103.69
		I-145631	202-45650-42600	SUPPLIES & MA ROLL TOWELS,T-TISSUE,CLEANERS	201210	396.51

PACKET : 06800 06801 06802 06803

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
01-03700	CORE-MARK MIDCONTINENT					
		C-1432832	202-45650-42610	COST OF GOODS RETURNED PIZZA SLICE TRAYS	201176	60.19-
		C-1432833	202-45650-42610	COST OF GOODS RETURNED MUSTARD	201176	62.87-
		C-1460556	202-45650-42610	COST OF GOODS RETURNED PICKLES	201176	38.65-
		C-1460557	202-45650-42610	COST OF GOODS RETURNED HOT DOGS	201176	42.38-
		I-1467366	202-45650-42610	COST OF GOODS PICKLES,TRAYS,BUTTER,BURGERS	201176	8,930.45
		I-1467367-72	202-45650-42610	COST OF GOODS POPCORN BAGS	201176	519.80
01-06656	PREMIER PEST CONTROL LL					
		I-51709	202-45650-42600	SUPPLIES & MA FEB 2024 PEST CONTROL	201265	200.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	202-45650-42800	UTILITIES ACCT #00223662-2	201238	3.40
01-07344	CHESTERMAN COMPANY					
		I-11325710	202-45650-42610	COST OF GOODS CUPS,LIDS,MONSTERS,TEAS	201167	2,291.38
		I-11329642	202-45650-42610	COST OF GOODS LIDS,CUPS,BIBS,TEAS,PLBTS	201167	1,135.00
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12402107098	202-45650-42320	ADVERTISING/P HAIRBALL ADVERTISING	201276	974.00
01-08281	ARAMARK					
		I-6380173362	202-45650-42600	SUPPLIES & MA MAT CLEANING	201140	33.66
01-10353	DIMOCK DAIRY INC					
		I-24020541	202-45650-42610	COST OF GOODS CHEESE VARIETIES	201192	220.50
01-10541	BUILDERS FIRST SOURCE					
		I-69634645	202-45650-42600	SUPPLIES & MA FINISH NAILER,HAMMERS	201158	252.48
	PROJ: X04-42600 DECORATING			SUPPLIES		
		I-69827378	202-45650-42600	SUPPLIES & MA STAPLES,NAILS	201158	1,732.80
	PROJ: X04-42600 DECORATING			SUPPLIES		
01-10612	THE FIRE GROUP INC					
		I-11858	202-45650-42500	REPAIRS & MAI ANNUAL SPRINKLER INSPECTION	201291	860.00
				DEPARTMENT 5650 CORN PALACE	TOTAL:	30,005.31
				FUND 202 CORN PALACE FUND	TOTAL:	30,005.31

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-23	203-45220-42200	PROFESSIONAL 2021-20 P.E. #PH2-23	201148	4,931.57
DEPARTMENT 5220 LAKE					TOTAL:	4,931.57

FUND 203 LAKE MITCHELL					TOTAL:	4,931.57

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03485	CVMA CHAPTER 30-2					
	I-3364		209-46530-42920	SPORTS AUTHOR 3RD ANNUAL CVMA COMEDY NIGHT	201180	1,000.00
01-05901	KNIGHTS OF COLUMBUS MAH					
	I-3378		209-46530-42920	SPORTS AUTHOR SPECIAL OLYMPIC STATE BB BANQ	201213	1,700.00
DEPARTMENT 6530 ** INVALID DEPT **						TOTAL: 2,700.00

FUND 209 BUSINESS IMPROV DIST #4						TOTAL: 2,700.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01396	MITCHELL CONVENTION & V					
		I-03012024	211-46311-42960	CONV VISITORS MAR 2024 FUNDING	201233	20,800.00
DEPARTMENT 6311 ENTERTAINMENT TAX					TOTAL:	20,800.00

FUND 211 ENTERTAINMENT TAX					TOTAL:	20,800.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03267	WALMART/CAPITAL ONE					
		I-8858.02222024	214-43500-42600	SUPPLIES & MA KEYBOARD,DAWN,DISINFECTANT	201302	61.10
01-04308	SANTEL COMMUNICATIONS C					
		I-11051191	214-43500-42800	UTILITIES - T ACCT #00212623-2	201277	30.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	214-43500-42800	UTILITIES - T ACCT #00223662-2	201238	10.25
01-08877	SD DEPARTMENT OF PUBLIC					
		I-N1442460SR	214-43500-42910	SERVICE CONTR ANNUAL DATAMAXX CHARGE	201279	871.07
01-09703	AMAZON CAPITAL SERVICES					
		I-1R19-Y7WD-YHTV	214-43500-42694	COMPUTER HARD USB DRIVE	201137	33.99
01-10486	AT&T MOBILITY - POLICE					
		I-9001X02232024	214-43500-42800	UTILITIES - T ACCT #287283989001	201143	45.42
DEPARTMENT 3500 E-911					TOTAL:	1,051.83
FUND 214 E-911 EMERGENCY					TOTAL:	1,051.83

3/13/2024 1:52 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 36

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5140 MVP

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07987	AT&T MOBILITY - PALACE					
		I-3882X02232024	218-45140-42800	UTILITIES ACCT #287298243882	201142	12.61
DEPARTMENT 5140 MVP						TOTAL: 12.61

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00130	DAVISON COUNTY TREASURE					
		I-02262024	218-45150-42600	SUPPLIES & MA 2023 FORD DIAMOND	201185	16.70
	PROJ: E01-CDLDUE	5311-FY18/19		CDL/Dues		
		I-02292024	218-45150-42600	SUPPLIES & MA 2024 FORD DIAMOND TITLE,PLATES	201186	26.70
	PROJ: E01-CDLDUE	5311-FY18/19		CDL/Dues		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-305539	218-45150-42500	REPAIR AND MA LIFT SUPPORT	201163	62.98
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-00445	CITY OF MITCHELL					
		I-04.000200.00.03.24	218-45150-42810	UTILITIES-GAR BUS BARN/CAR WASH	201169	390.54
	PROJ: E01-GAUT	5311-FY18/19		Garage Utilities		
01-00712	NAPA CENTRAL					
		C-797361	218-45150-42500	REPAIR AND MA RETURNED TIE ROD,SLEEVE	201243	78.98-
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-797361	218-45150-42500	REPAIR AND MA TIE ROD AND SLEEVE	201243	78.98
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01198	SIGN PRO					
		I-73059	218-45150-42650	UNIFORMS EMBROIDERY UNIFORMS	201282	144.00
	PROJ: E01-UNIF	5311-FY18/19		Uniforms		
01-01199	STURDEVANTS AUTO VALUE					
		C-815031970	218-45150-42500	REPAIR AND MA RETURNED DEFECTIVE BATTERIES	201286	156.51-
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815032372	218-45150-42500	REPAIR AND MA BALL JOINTS,LIFT SUPPORT	201286	222.93
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-03484	KEVIN KLINE					
		I-02282024	218-45150-42231	DRUG TESTING/ CDL REIMBURSEMENT	201212	100.00
	PROJ: E01-CDLDUE	5311-FY18/19		CDL/Dues		
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	218-45150-42800	UTILITIES ACCT #00223662-2	201238	1.86
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-07371	DICK'S BODY SHOP					
		I-B8825	218-45150-42500	REPAIR AND MA FRONT END ALIGNMENT	201191	95.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-B8833	218-45150-42500	REPAIR AND MA FRONT END ALIGNMENT	201191	125.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-07987	AT&T MOBILITY - PALACE					
		I-3882X02232024	218-45150-42920	COMPUTER SOFT ACCT #287298243882	201142	357.09
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
		I-3882X02232024	218-45150-42800	UTILITIES ACCT #287298243882	201142	44.39
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08789	MIKE CARPENTIER					
		I-411	218-45150-42231	DRUG TESTING/ KLINE-CDL TESTING	201162	150.00
	PROJ: E01-CDLDUE	5311-FY18/19		CDL/Dues		
01-09703	AMAZON CAPITAL SERVICES					
		I-13QC-M7RG-3GDX	218-45150-42920	COMPUTER SOFT VIDEO GRAPHIC CARDS	201137	464.09
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	2,044.77

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-04.001400.00.03.24	218-45180-42800	UTILITIES 300 W 1ST AVE	201169	671.31
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.03.24	218-45180-42800	UTILITIES 300 W 1ST AVE	201246	1,954.02
01-02880	THUNE TRUE VALUE & APPL					
		I-B285777	218-45180-42600	SUPPLIES & MA FUSE FOR BINGO BOARD	201293	4.58
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	218-45180-42800	UTILITIES ACCT #00223662-2	201238	0.14
01-07987	AT&T MOBILITY - PALACE					
		I-3882X02232024	218-45180-42800	UTILITIES ACCT #287298243882	201142	12.61
01-09243	KIM BURG					
		I-02262024	218-45180-42700	TRAVEL, CONFE WOMEN IN BLUE JEANS CONF REIMB	201159	30.00
01-09703	AMAZON CAPITAL SERVICES					
		C-1JXW-K7FV-Q9QY	218-45180-42600	SUPPLIES & MA REFUND VENT FAN SHIPPING	201137	6.99-
		I-1KWG-6NW6-PW9W	218-45180-42600	SUPPLIES & MA VENT FAN	201137	34.78
DEPARTMENT 5180 JVCC					TOTAL:	2,700.45

FUND 218 COMMUNITY SERVICES					TOTAL:	4,757.83

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 219 NUTRITION

DEPARTMENT: 5140 NUTRITION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-03012024	219-45140-42911	CONTRACT SERV DINE CARDS FEB 2024	201178	1,017.50
01-01221	MT VERNON SCHOOL DISTRI					
		I-03012024	219-45140-42911	CONTRACT SERV FEB 2024 DINE CARDS	201240	156.00
01-06232	COBORNS INC					
		I-03012024	219-45140-42911	CONTRACT SERV DINE CARD FEB 2024	201174	583.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029931	219-45140-42800	UTILITIES ACCT #00223662-2	201238	0.99
01-07987	AT&T MOBILITY - PALACE					
		I-3882X02232024	219-45140-42800	UTILITIES ACCT #287298243882	201142	12.62
01-09069	BIG DADDY D'S INC					
		I-892	219-45140-42911	CONTRACT SERV SR MEALS 02.19-23.2024	201152	1,876.80
		I-894	219-45140-42911	CONTRACT SERV SR MEALS	201152	2,441.20
		I-896	219-45140-42911	CONTRACT SERV SR MEALS	201152	2,400.40
01-09521	OVERTIME					
		I-03042024	219-45140-42911	CONTRACT SERV FEB 2024 SR MEALS-PARKSTON	201259	2,576.25
01-10569	THE DUGOUT					
		I-03042024	219-45140-42911	CONTRACT SERV FEB 2024 SR MEALS-TRIPP	201194	1,668.00
DEPARTMENT 5140 NUTRITION					TOTAL:	12,732.76

FUND 219 NUTRITION					TOTAL:	12,732.76

PACKET : 06800 06801 06802 06803

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
01-00445	CITY OF MITCHELL					
		I-04.000100.00.03.24	230-43500-42800	UTILITIES AIRPORT SHOP	201169	101.09
		I-04.000111.00.03.24	230-43500-42800	UTILITIES AIRPORT CRASH STN	201169	112.57
01-01518	VERIZON WIRELESS					
		I-9957852105	230-43500-42800	UTILITIES ACCT #886931646-00001	201299	46.93
01-01830	NORTHWESTERN ENERGY					
		I-2585924-0.02.24	230-43500-42800	UTILITIES MITCHELL AIRPORT	201246	185.59
		I-2585926-5.02.24	230-43500-42800	UTILITIES AIRPORT SECURITY GATE	201246	13.70
		I-2585934-9.02.24	230-43500-42800	UTILITIES MITCHELL AIRPORT 5	201246	524.40
		I-2585936-4.02.24	230-43500-42800	UTILITIES 5971 AIRPORT RD BLDG 24	201246	187.77
		I-2585992-7.02.24	230-43500-42800	UTILITIES 6601 N MAIN	201246	712.21
		I-2830030-9.02.24	230-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	201246	13.86
01-03100	CENTURY LINK					
		I-605 996-3589.02.24	230-43500-42800	UTILITIES ACCT #605 996-3589	201166	61.09
01-04352	UPS STORE #4227					
		I-02292024	230-43500-42600	SUPPLIES & MA POSTAGE	201298	16.45
01-06750	ATV HOLDINGS, LLC dba M					
		I-11034147	230-43500-42800	UTILITIES ACCT #00248999-0	201238	72.95
01-08691	QUALITY CUT LAWN & TREE					
		I-2019-53R2PE#6-2023	230-43500-42520	SNOW REMOVAL 2019-53R2 P.E. #6-2023	201268	8,666.66
DEPARTMENT 3500 AIRPORT					TOTAL:	10,715.27
FUND 230 AIRPORT					TOTAL:	10,715.27

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00041	RICE LAKE WEST					
		I-2020-20 P.E. #10	602-43340-43355	ABOVE GROUND 2020-20 P.E. #10	201271	276,746.42
01-00259	BLACKBURN MANUFACTURING					
		I-0727857-IN	602-43340-42600	SUPPLIES & MA DOOR HANGER BAGS	201153	171.85
01-00424	RUNNINGS SUPPLY INC					
		I-1797886	602-43340-42600	SUPPLIES & MA SAND TUBES	201273	40.53
		I-1798369	602-43340-42600	SUPPLIES & MA AIR HOSE, PLUG, AIR COMPRESSOR	201273	399.36
		I-1801898	602-43340-42600	SUPPLIES & MA GASKET MAKER, PIPE, BITS	201273	58.45
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-305461	602-43340-42600	SUPPLIES & MA SPARK PLUG	201163	3.79
01-00445	CITY OF MITCHELL					
		I-04.001800.00.03.24	602-43340-42830	UTILITIES-WAT WATER SHOP	201169	204.41
01-00469	GEOTEK ENGINEERING & TE					
		I-2020-20 P.E. #9	602-43340-43355	ABOVE GROUND 2020-20 P.E. #9	201200	726.25
01-00532	A-OX WELDING SUPPLY CO					
		I-0000300308	602-43340-42600	SUPPLIES & MA CYLINDER RENTAL	201135	22.99
01-00786	SOUTH DAKOTA 811					
		I-SD24-00286	602-43340-42200	LOCATES FEB 2024 MESSAGE FEES	201283	39.38
01-01199	STURDEVANTS AUTO VALUE					
		I-815029467	602-43340-42600	SUPPLIES & MA FORD BLUE PRIMER	201286	49.96
		I-815031974	602-43340-42600	SUPPLIES & MA OIL FILTER	201286	7.93
01-01590	MCLEOD'S PRINTING					
		I-74059	602-43340-42600	SUPPLIES & MA HAND TOWELS	201224	199.98
01-02470	CORE & MAIN LP					
		I-U308503	602-43340-42515	WATER METER R METER ADAPTORS, ORINGS	201175	1,224.67
		I-U436858	602-43340-42500	REPAIR & MAIN COUPLINGS, CONNECTORS	201175	312.89
01-02679	MENARD'S INC					
		I-66352	602-43340-42600	SUPPLIES & MA SOFTSOAP, BATTERIES, CLEANERS	201226	60.96
01-02880	THUNE TRUE VALUE & APPL					
		I-A562104	602-43340-42600	SUPPLIES & MA CORD	201293	11.99
01-03487	RANDALL COMMUNITY WATER					
		I-2024-7 P.E. #1	602-43340-42200	LOCATES 2024-7 P.E. #1	201270	41,870.50
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB8345	602-43340-42600	SUPPLIES & MA LABELS	201208	195.84
		I-01EB8883	602-43340-42600	SUPPLIES & MA LABELS	201208	65.28

PACKET : 06800 06801 06802 06803

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
=====						
01-04692	B-Y WATER DISTRICT					
		I-3348	602-43340-43355	ABOVE GROUND STOCKWELL ENG METER REVIEW	201145	5,701.70
		I-3349	602-43340-42500	REPAIR & MAIN VALVE REPAIR AT METER TIE-IN	201145	2,086.10
01-06294	BROSZ ENGINEERING INC					
		I-2024-2 P.E. #1	602-43340-42225	PROFESSIONAL 2024-2 P.E. #1	201155	3,584.00
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	333,785.23

FUND 602 WATER					TOTAL:	391,634.90

PACKET : 06800 06801 06802 06803

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
01-00445	CITY OF MITCHELL					
		I-04.001500.00.03.24	604-43200-42830	UTILITIES-WAT 2141 E HAVENS AVE	201169	289.68
01-01020	CENTRAL ELECTRIC COOPER					
		I-12550001.03.24	604-43200-42800	UTILITIES 41151 256TH ST	201165	10,663.00
01-01518	VERIZON WIRELESS					
		I-9957852105	604-43200-42800	UTILITIES ACCT #886931646-00001	201299	46.93
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.02.24	604-43200-42800	UTILITIES 2141 E HAVENS ST PLNT SWR	201246	9,736.03
		I-2585902-6.02.24	604-43200-42800	UTILITIES 2800 N MAIN ST	201246	8,876.79
01-02143	HDR ENGINEERING INC					
		I-2021-31 P.E. #36	604-43200-43300	NORTH PLANT I 2021-31 P.E. #36	201205	39,587.25
		I-2022-1 P.E. #14	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #14	201205	169,154.88
01-02840	TESSIER'S INC					
		I-538801	604-43200-42500	REPAIRS REPLACE DUCT IN WWTP BASEMENT	201290	6,430.00
01-10525	PKG CONTRACTING INC					
		I-2021-31 P.E. #21	604-43200-43300	NORTH PLANT I 2021-31 P.E. #21	201262	83,888.50
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	328,673.06

03/13/2024 1:52 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 46

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3210 WASTE WATER IND PRETREAT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03678	INTERSTATE OFFICE PRODU					
		I-01EB9460	604-43210-42600	SUPPLIES FILE FOLDERS	201208	41.65
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						41.65

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER'S SEWER CLEANING					
	I-33252	604-43250-43317	CIPP	CAMERA MAIN LINE RAILROAD&ROWL	201150	2,660.00
01-00424	RUNNINGS SUPPLY INC					
	I-1797441	604-43250-42600	SUPPLIES	SPRING SNAP INTERLOCKING	201273	14.99
01-00786	SOUTH DAKOTA 811					
	I-SD24-00286	604-43250-42200	PROFESSIONAL	FEB 2024 MESSAGE FEES	201283	39.37
01-01020	CENTRAL ELECTRIC COOPER					
	I-12552001.03.24	604-43250-42800	UTILITIES	2824 S CAPITAL ST	201165	292.00
01-01199	STURDEVANTS AUTO VALUE					
	I-815032373	604-43250-42600	SUPPLIES	OIL FLEET,FUEL/WATER SEPARATOR	201286	101.59
01-01830	NORTHWESTERN ENERGY					
	I-2579460-3.02.24	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	201246	146.22
	I-2581214-0.02.24	604-43250-42800	UTILITIES	N FOSTER ST	201246	1,066.40
	I-2581590-3.02.24	604-43250-42800	UTILITIES	N HARMON DR	201246	198.03
	I-2581650-5.02.24	604-43250-42800	UTILITIES	KIPPES CV	201246	94.49
	I-2581719-8.02.24	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	201246	144.71
	I-2581747-9.02.24	604-43250-42800	UTILITIES	S HARMON DR	201246	91.75
	I-2582035-8.02.24	604-43250-42800	UTILITIES	1500 W 23RD AVE	201246	212.57
	I-2585907-5.02.24	604-43250-42800	UTILITIES	AIRPORT RD WST WTR	201246	158.93
	I-2828568-2.02.24	604-43250-42800	UTILITIES	5709 ISLAND CT	201246	27.34
	I-3907866-2.02.24	604-43250-42800	UTILITIES	1040 N HARMON DR LIFT	201246	341.00
01-02679	MENARD'S INC					
	I-66351	604-43250-42600	SUPPLIES	TOWELS,PINESOL,COLOROX	201226	34.66
01-02880	THUNE TRUE VALUE & APPL					
	I-A563590	604-43250-42600	SUPPLIES	MISC HARDWARE	201293	2.88
01-05276	M & T FIRE AND SAFETY I					
	I-11678	604-43250-42600	SUPPLIES	HYDROGEN SULFIDE	201221	210.10
01-06294	BROSZ ENGINEERING INC					
	I-2024-2 P.E. #1	604-43250-42200	PROFESSIONAL	2024-2 P.E. #1	201155	5,376.00
01-09313	MITCHELL POWER EQUIPMEN					
	I-14063	604-43250-42500	REPAIRS	HONDA COIL,LABOR	201236	94.45
DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:						11,307.48

FUND 604 SEWER TOTAL:						340,022.19

1/13/2024 1:52 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 48

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3220 RECYCLING PROGRAM

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01117	WHEELCO BRAKE & SUPPLY					
	I-INV483415	612-43220-42500	REPAIR & MAIN GASKET		201305	18.58
01-01830	NORTHWESTERN ENERGY					
	I-3750165-7.02.24	612-43220-42800	UTILITIES	2801 E HAVENS ST	201246	494.50
01-02484	DARRINGTON WATER COND					
	I-60160.02.24	612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL		201184	12.00
01-06656	PREMIER PEST CONTROL LL					
	I-51682	612-43220-42500	REPAIR & MAIN FEB 2024 PEST CONTROL		201265	175.00
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	700.08

PACKET : 06800 06801 06802 06803

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
=====						
01-01199	STURDEVANTS	AUTO VALUE				
		I-815031968	612-43230-42600	SUPPLIES WIPERS,FLOOR DRY	201286	123.92
		I-815032069	612-43230-42600	SUPPLIES MINIATURE LAMP	201286	3.20
DEPARTMENT 3230 WASTE COLLECTION						TOTAL: 127.12

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01199	STURDEVANTS AUTO VALUE					
	I-815031972	612-43240-42600	SUPPLIES	RELAY,FLOOR DRY	201286	81.93
01-02017	DAVISON RURAL WATER SYS					
	I-5095.03.24	612-43240-42800	UTILITIES	FEB 2024 WATER USAGE	201189	41.00
01-02484	DARRINGTON WATER COND					
	I-49197.02.24	612-43240-42500	REPAIR AND MA COOLER RENTAL		201184	24.90
01-02811	JONES SUPPLIES					
	I-145639	612-43240-42600	SUPPLIES	BATH TISSUE,WIPES,PAPER TOWELS	201210	481.00
01-02939	DEPARTMENT OF AGRICULTU					
	I-01312024	612-43240-42210	STATE GARBAGE JAN 2024	SOLID WASTE SURCHARGE	201190	2,497.50
	I-02292024	612-43240-42210	STATE GARBAGE FEB 2024	SOLID WASTE SURCHARGE	201190	2,546.78
01-09703	AMAZON CAPITAL SERVICES					
	I-1H93-HWLW-WXNH	612-43240-42600	SUPPLIES	ADAPTOR	201137	27.73
	I-1QLY-C7TG-WMVJ	612-43240-42600	SUPPLIES	CABLE	201137	24.79
	I-1TM6-4F3M-G7HY	612-43240-42600	SUPPLIES	ADAPTOR	201137	30.73
DEPARTMENT 3240 LANDFILL						TOTAL: 5,756.36

FUND 612 SANITATION						TOTAL: 6,583.56

PACKET : 06800 06801 06802 06803

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1797958	614-45250-42600	SUPPLIES & MA ROD,SIMPLE GREEN,PINE-SOL	201273	30.44
01-00436	CHS FARMERS ALLIANCE					
		I-IF8482	614-45250-42610	GAS & FUEL GOLF UNLEADED FUEL	201168	136.98
		I-IZ1090	614-45250-42610	GAS & FUEL MOBIL DTE EXCEL	201168	148.35
01-00712	NAPA CENTRAL					
		I-797683	614-45250-42600	SUPPLIES & MA OIL FOR GOLF CARTS	201243	60.36
		I-797684	614-45250-42600	SUPPLIES & MA QUARTS OF OIL	201243	181.08
01-01355	MIDWEST TURF & IRRIGATI					
		I-3925169-00	614-45250-42600	SUPPLIES & MA SEAL	201231	58.13
		I-3925741-00	614-45250-42600	SUPPLIES & MA BEARINGS,SEALS,SPRING WIRE	201231	183.84
01-01404	MITCHELL IRON & SUPPLY					
		I-81897	614-45250-42600	SUPPLIES & MA O-RINGS,WASHERS,U-CUPS	201234	49.67
01-01518	VERIZON WIRELESS					
		I-9957852105	614-45250-42800	UTILITIES ACCT #886931646-00001	201299	41.93
01-02811	JONES SUPPLIES					
		I-145686	614-45250-42600	SUPPLIES & MA SCREENS,LINERS,TOILET BOWL CLN	201210	1,044.06
01-03479	SPECTRUM TECHNOLOGIES I					
		I-100089521	614-45250-42920	COMPUTER SOFT ANNUAL SUBSCRIPTION	201284	224.00
DEPARTMENT 5250 GOLF COURSE						TOTAL: 2,158.84

FUND 614 GOLF COURSE						TOTAL: 2,158.84

PACKET : 06800 06801 06802 06803

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
01-00445	CITY OF MITCHELL					
		I-04.002601.00.03.24	619-45220-42800	UTILITIES 2601 N MAIN ST-CAMPGROUND	201169	101.09
		I-04.002602.00.03.24	619-45220-42800	UTILITIES 2601 N MAIN ST-CAMPSITES	201169	131.75
01-01199	STURDEVANTS AUTO VALUE					
		I-815032164	619-45220-42500	REPAIR & MAIN BATTERIES	201286	95.83
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.02.24	619-45220-42800	UTILITIES 2601 N MAIN ST	201246	485.33
		I-3988458-0.02.24	619-45220-42800	UTILITIES 2601 N MAIN ST SHWR	201246	10.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11029970	619-45220-42800	UTILITIES ACCT #00028238-4	201238	72.95
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	896.95
				FUND 619 CAMPGROUND	TOTAL:	896.95

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO					
		I-0000300311	621-44600-42600	SUPPLIES MEDICAL CYLINDER FILL	201135	52.28
01-01199	STURDEVANTS AUTO VALUE					
		I-815032377	621-44600-42500	REPAIRS & MAI OIL, AIR FILTERS	201286	39.61
01-01518	VERIZON WIRELESS					
		I-9957852105	621-44600-42800	UTILITIES ACCT #886931646-00001	201299	99.08
01-08978	BUHL'S DRYCLEANERS & LI					
		I-83111	621-44600-42500	REPAIRS & MAI LINEN CLEANING	201157	57.50
01-09320	MITCHELL LOCAL 4166					
		I-1.03.24	621-44600-42700	TRAVEL, TRAIN EMT REFRESHER	201235	2,700.00
01-09858	PAUL BERNARD					
		I-03082024	621-44600-42700	TRAVEL, TRAIN NREMT RECERT REIMBURSED	201151	25.00
DEPARTMENT 4600 EMS					TOTAL:	2,973.47
FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL: 2,973.47

PACKET : 06800 06801 06802 06803
VENDOR SET: Mult
FUND : 652 HEALTH INSURANCE
DEPARTMENT: 1970 HEALTH INSURANCE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09345	WELLMARK BLUE CROSS BLU					
		I-01312024	652-41970-42100	ADMINISTRATIO ANNUAL CLAIMS PROCESSING	201304	2,565.00
				DEPARTMENT 1970 HEALTH INSURANCE	TOTAL:	2,565.00

				FUND 652 HEALTH INSURANCE	TOTAL:	2,565.00

PACKET : 06800 06801 06802 06803

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
01-03008	PAT DOCKENDORF					
		I-03052024	700-45300-42904	CORN PALACE G REGION SCOREBOARD 2.22&3.3	201193	160.00
01-07306	MITCHELL SCHOOL DISTRIC					
		I-03052024	700-45300-42904	CORN PALACE G SODAK 16 BOYS BB 03.02	201237	5,129.70
		I-030524	700-45300-42904	CORN PALACE G SODAK 16 AA GIRLS BB 03.01	201237	2,941.45
		I-03062024	700-45300-42904	CORN PALACE G SODAK 16 A/B BOYS BB 03.05	201237	4,089.10
01-07840	CREATIVE PRODUCT SOURCI					
		I-156903	700-45300-42908	PUBLIC SAFETY OUTDOOR TEES,MEDALLION	201179	64.79
01-08123	LORI SCHMIDT					
		I-03052024	700-45300-42904	CORN PALACE G REG TIME CLOCK 2.22&3.1	201278	160.00
01-08617	MITCHELL WRESTLING					
		I-03092024	700-45300-42904	CORN PALACE G AAU YOUTH WRESTLING 03.09.24	201239	5,641.35
01-09322	CORSICA STICKNEY SCHOOL					
		I-03052024	700-45300-42904	CORN PALACE G REG 5B DOUBLEHDR 03.01	201177	5,129.70
01-09663	DIANNE WAY					
		I-03052024	700-45300-42904	CORN PALACE G STAT BOOK WORK 02.22&3.1	201303	160.00
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	23,476.09
				FUND 700 AGENCY FUNDS	TOTAL:	23,476.09
					REPORT GRAND TOTAL:	1,138,870.13

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2024-2025	101-41210-42800	UTILITIES-TELEPHONE	46.93	750	655.77				
	101-41210-43300	VETERAN'S PARK	64.00	0	6,171.61-	Y			
	101-41230-42800	UTILITIES-TELEPHONE	0.30	230	229.68				
	101-41410-42200	PROFESSIONAL SERVICES	1,053.00	3,000	1,562.00				
	101-41410-42610	WEST GROUP LAW DATABASE	800.80	14,000	12,398.40				
	101-41410-42700	TRAVEL, CONF & DUES	119.00	6,200	6,016.00				
	101-41410-42810	UTILITIES-TELEPHONE	0.45	100	99.02				
	101-41420-42600	SUPPLIES & MATERIALS	290.36	3,000	2,249.12				
	101-41420-42800	UTILITIES - TELEPHONE	5.48	260	249.41				
	101-41440-42210	PROFESSIONAL SERVICES	167.50	9,500	7,916.50				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	3,378.00	35,115	27,176.97				
	101-41440-42232	EMPLOYEE RECOGNITION	868.95	17,450	16,415.05				
	101-41440-42800	UTILITIES	1.93	250	244.25				
	101-41460-42110	LIABILITY, PROPERTY INS &	6,272.00	202,000	18,005.51				
	101-41920-42520	REPAIR-CITY HALL	107.32	3,100	2,513.45				
	101-41920-42810	UTILITIES-STORAGE BLDG	298.05	2,600	2,000.68				
	101-41920-42811	UTILITIES-CITY HALL	1,934.09	21,000	17,008.59				
	101-41920-42812	UTILITIES-CITY HALL W/S	326.91	1,500	1,173.09				
	101-41920-43300	IMPROV OTHER THAN BLDGS	1,259.19	0	11,975.20-	Y			
	101-41935-42615	POSTAGE	259.23	7,000	5,848.42				
	101-41935-42640	COPY MACHINE SUPPLIES	463.42	2,600	1,614.84				
	101-41935-42850	UTILITIES/TELEPHONE	2,362.69	30,200	23,121.93				
	101-42110-42200	PROFESSIONAL SERVICES	120.25	23,000	17,664.18				
	101-42110-42500	REPAIR & MAINTENANCE	130.10	13,700	10,648.15				
	101-42110-42600	SUPPLIES	730.56	35,055	27,805.86				
	101-42110-42610	GAS OIL TIRES	822.48	60,000	52,568.43				
	101-42110-42640	UNIFORM ALLOWANCE	199.95	7,000	6,631.56				
	101-42110-42670	SERVICE DOG SUPPLY	143.90	2,030	1,744.71				
	101-42110-42693	COMPUTER SOFTWARE	5,898.82	103,835	39,849.74				
	101-42110-42800	TELEPHONE	1,076.72	16,000	13,662.79				
	101-42110-42810	UTILITIES	1,261.71	7,150	4,892.06				
	101-42110-42910	TELETYPE	1,236.93	2,550	1,313.07				
	101-42110-42980	VEHICLE TOWING	180.00	5,500	5,135.00				
	101-42130-42500	REPAIRS	152.69	3,000	1,630.93				
	101-42130-42520	EMERGENCY SIREN UTILITIES	57.78	2,700	2,190.59				
	101-42130-42545	PAINT	42.99	17,000	16,345.59				
	101-42130-42600	SUPPLIES	42.68	3,300	3,030.46				
	101-42130-42640	UNIFORMS	20.00	500	366.11				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	2,696.47	38,000	30,709.32				
	101-42130-42820	TELEPHONE	93.86	1,200	1,012.28				
	101-42130-42830	UTILITIES-WATER/SEWER	147.01	600	452.99				
	101-42130-42835	UTILITIES-STREET LIGHTS	20,586.42	248,000	197,822.96				
	101-42130-43410	BATTERY BACKUP	677.54	9,000	682.46				
	101-42200-42200	PROFESSIONAL SERVICES	840.50	9,400	8,559.50				
	101-42200-42500	REPAIR & MAINTENANCE	5,110.98	11,050	4,161.41				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-42200-42600	SUPPLIES	325.44	15,650	10,848.67		
	101-42200-42800	TELEPHONE	107.72	2,800	2,382.80		
	101-42200-42810	UTILITIES	4,676.17	46,000	36,564.76		
	101-43100-42500	REPAIRS	1,875.04	16,000	6,934.34-	Y	
	101-43100-42600	SUPPLIES	3,856.20	140,000	96,533.59		
	101-43100-42800	UTILITIES	2.18	15,000	11,924.95		
	101-43100-42830	UTILITIES-WATER/SEWER	269.51	600	330.49		
	101-43100-43427	CRACK SEALING MACHINE	79,000.00	90,000	11,000.00		
	101-43110-42600	SUPPLIES	100.00	4,000	3,178.55		
	101-43110-42700	TRAVEL CONF DUES	175.00	5,000	4,125.04		
	101-43110-42750	PLANNING COMMISSION EXPENS	31.96	1,000	816.23		
	101-43110-42800	UTILITIES	84.53	2,000	1,825.05		
	101-43110-42916	NUISANCE ABATEMENT	395.31	15,000	14,074.07		
	101-43120-43313	SPRUCE ST RR CROSSING	5,062.05	0	32,160.67-	Y	
	101-43700-42500	REPAIR & MAINTENANCE	95.66	2,500	2,404.34		
	101-43700-42600	SUPPLIES & MATERIALS	269.06	16,000	13,028.97		
	101-43700-42610	GAS & FUEL	249.61	8,000	7,334.55		
	101-43700-42800	UTILITIES	71.70	5,000	4,286.64		
	101-44120-42600	SUPPLIES	272.53	100	184.79-	Y	
	101-44120-42800	UTILITIES-POUND	195.20	3,400	2,895.92		
	101-44120-42900	IMPOUNDING DOGS	1,250.00	14,700	11,850.00		
	101-45500-42500	REPAIR & MAINTENANCE	200.00	1,500	183.32		
	101-45500-42600	SUPPLIES & MATERIALS	371.39	11,000	9,105.97		
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,633.15	21,650	14,819.72		
	101-45500-42800	UTILITIES	4,263.78	42,500	34,912.85		
	101-45500-42830	UTILITIES-WATER/SEWER	296.25	2,500	2,203.75		
	101-45500-43400	FURNITURE & EQUIPMENT	11,255.70	0	12,045.64-	Y	
	101-45500-43420	BOOKS	317.20	47,000	39,907.03		
	201-45110-42600	SUPPLIES & MATERIALS	1,440.63	9,000	7,554.61		
	201-45110-42800	UTILITIES	2.18	400	396.15		
	201-45110-42850	UTILITIES-AQUATICS	357.74	74,750	73,685.74		
	201-45140-42300	PUBLISHING	2,008.40	45,660	32,375.13		
	201-45140-42500	REPAIR & MAINTENANCE	527.46	32,872	26,355.49		
	201-45140-42600	SUPPLIES & MATERIALS	1,169.48	28,750	23,251.45		
	201-45140-42601	CONCESSION SUPPLIES	1,957.18	12,000	7,616.33		
	201-45140-42602	CHEMICALS	91.24	15,000	11,776.98		
	201-45140-42650	UNIFORMS	60.00	1,250	540.48		
	201-45140-42800	UTILITIES	10,320.29	174,300	142,163.51		
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	486.01	98,000	10,559.10		
	201-45160-42500	REPAIR & MAINTENANCE	1,667.64	52,000	46,378.73		
	201-45160-42600	SUPPLIES & MATERIALS	130.94	40,650	39,215.39		
	201-45160-42610	GAS & FUEL	156.00	13,500	12,321.45		
	201-45160-42800	UTILITIES	4,876.64	150,220	119,094.97		
	201-45160-43320	CAPITAL IMPROV-PRESS BOX	855.00	0	37,755.00-	Y	
	201-45210-42500	REPAIR & MAINTENANCE	2,288.12	38,000	25,336.28		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45210-42600	SUPPLIES & MATERIALS	463.33	64,600	60,757.53				
	201-45210-42610	GAS & FUEL	982.18	33,000	30,011.39				
	201-45210-42800	UTILITIES	2,834.32	60,000	53,831.50				
	201-45210-42850	UTILITIES-VETERAN'S PARK	130.44	4,800	4,567.69				
	201-45210-43400	CAPITAL EQUIPMENT	68,959.33	112,500	14,686.80				
	201-45220-42800	UTILITIES	47.73	640	544.42				
	202-45650-42320	ADVERTISING/PRINTING	974.00	24,000	22,361.00				
	202-45650-42500	REPAIRS & MAINTENANCE	2,061.99	72,530	62,846.83				
	202-45650-42600	SUPPLIES & MATERIALS	2,858.90	49,900	41,522.90				
	202-45650-42610	COST OF GOODS SOLD	14,705.26	182,000	111,135.42				
	202-45650-42660	SHIPPING/POSTAGE	3.40	3,000	2,905.87				
	202-45650-42800	UTILITIES	4,211.44	90,000	78,754.19				
	202-45650-42830	UTILITIES-WATER/SEWER	5,071.08	10,000	4,928.92				
	202-45650-42850	CP PLAZA UTILITIES	119.24	500	303.95				
	203-45220-42200	PROFESSIONAL SERVICES	4,931.57	0	11,961.07-	Y			
	209-46530-42920	SPORTS AUTHORITY PROMO	2,700.00	0	34,450.00-	Y			
	211-46311-42960	CONV VISITORS BUR	20,800.00	0	62,400.00-	Y			
	214-43500-42600	SUPPLIES & MATERIALS	61.10	920	629.81				
	214-43500-42694	COMPUTER HARDWARE	33.99	1,960	1,926.01				
	214-43500-42800	UTILITIES - TELEPHONE	85.67	3,154	2,759.54				
	214-43500-42910	SERVICE CONTRACTS	871.07	22,403	15,693.38				
	218-45140-42800	UTILITIES	12.61	0	25.22-	Y			
	218-45150-42231	DRUG TESTING/PHYSICALS	250.00	600	317.00				
	218-45150-42500	REPAIR AND MAINTENANCE	349.40	8,500	6,329.34				
	218-45150-42600	SUPPLIES & MATERIALS	43.40	11,400	9,706.55				
	218-45150-42650	UNIFORMS	144.00	1,650	1,506.00				
	218-45150-42800	UTILITIES	46.25	1,553	539.02				
	218-45150-42810	UTILITIES-GARAGE	390.54	12,722	10,818.46				
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	821.18	48,472	47,330.71				
	218-45180-42600	SUPPLIES & MATERIALS	32.37	3,000	2,184.45				
	218-45180-42700	TRAVEL, CONFERENCE, DUES	30.00	0	30.00-	Y			
	218-45180-42800	UTILITIES	2,638.08	28,464	21,880.36				
	219-45140-42800	UTILITIES	13.61	405	378.75				
	219-45140-42911	CONTRACT SERVICES-MEALS	12,719.15	188,431	151,325.19				
	230-43500-42520	SNOW REMOVAL CONTRACT	8,666.66	65,000	47,666.68				
	230-43500-42600	SUPPLIES & MATERIALS	16.45	8,500	8,332.63				
	230-43500-42800	UTILITIES	2,032.16	20,000	15,582.03				
	602-43330-42600	SUPPLIES & MATERIALS	796.30	17,500	15,265.13				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	2,362.50	32,000	26,150.00				
	602-43330-42800	UTILITIES	1,260.12	180,000	177,525.18				
	602-43330-42830	UTILITIES-WATER/SEWER	2,724.00	7,000	4,276.00				
	602-43330-42850	B-Y WATER CHARGES	50,706.75	925,000	820,787.02				
	602-43340-42200	LOCATES	41,909.88	2,000	40,356.63-	Y			
	602-43340-42225	PROFESSIONAL SERVICES	3,584.00	100,000	95,645.38				
	602-43340-42500	REPAIR & MAINTENANCE	2,398.99	18,850	16,451.01				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	602-43340-42515	WATER METER REPAIR	1,224.67	2,500	1,275.33				
	602-43340-42600	SUPPLIES & MATERIALS	1,288.91	125,300	110,334.67				
	602-43340-42830	UTILITIES-WATER/SEWER	204.41	1,000	795.59				
	602-43340-43355	ABOVE GROUND STORAGE	283,174.37	0	1,143,329.97-	Y			
	604-43200-42500	REPAIRS	6,430.00	16,500	9,457.92				
	604-43200-42800	UTILITIES	29,322.75	215,000	147,505.76				
	604-43200-42830	UTILITIES-WATER/SEWER	289.68	1,500	1,210.32				
	604-43200-43300	NORTH PLANT IMPROVEMENTS	123,475.75	0	340,136.10-	Y			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	169,154.88	0	310,863.14-	Y			
	604-43210-42600	SUPPLIES	41.65	1,200	1,158.35				
	604-43250-42200	PROFESSIONAL SERVICES	5,415.37	150,000	142,698.25				
	604-43250-42500	REPAIRS	94.45	22,000	19,441.28				
	604-43250-42600	SUPPLIES	364.22	50,000	48,721.14				
	604-43250-42800	UTILITIES	2,773.44	51,000	44,258.93				
	604-43250-43317	CIPP	2,660.00	200,000	120,440.00				
	612-43220-42500	REPAIR & MAINTENANCE	205.58	5,000	2,796.12				
	612-43220-42800	UTILITIES	494.50	5,000	4,007.93				
	612-43230-42600	SUPPLIES	127.12	40,000	38,056.53				
	612-43240-42210	STATE GARBAGE FEES	5,044.28	33,000	27,955.72				
	612-43240-42500	REPAIR AND MAINTENANCE	24.90	32,000	29,430.93				
	612-43240-42600	SUPPLIES	646.18	55,000	51,518.91				
	612-43240-42800	UTILITIES	41.00	12,000	9,902.85				
	614-45250-42600	SUPPLIES & MATERIALS	1,607.58	25,400	18,827.81				
	614-45250-42610	GAS & FUEL	285.33	15,000	14,441.56				
	614-45250-42800	UTILITIES	41.93	20,000	18,523.61				
	614-45250-42920	COMPUTER SOFTWARE	224.00	4,280	1,097.60				
	619-45220-42500	REPAIR & MAINTENANCE	95.83	8,000	7,904.17				
	619-45220-42800	UTILITIES	801.12	19,750	18,009.14				
	621-44600-42500	REPAIRS & MAINTENANCE	97.11	1,500	1,347.89				
	621-44600-42600	SUPPLIES	52.28	23,500	20,149.20				
	621-44600-42700	TRAVEL, TRAINING & CONFERE	2,725.00	11,165	7,740.00				
	621-44600-42800	UTILITIES	99.08	3,425	2,866.76				
	652-41970-42100	ADMINISTRATION FEES	2,565.00	0	82,394.62-	Y			
	700-45300-42904	CORN PALACE GAMES	23,411.30	0	73,791.57-	Y			
	700-45300-42908	PUBLIC SAFETY-DARE	64.79	0	64.79-	Y			
** 2024-2025 YEAR TOTALS **			1,138,870.13						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1210	MAYOR'S OFFICE	110.93
101-1230	ADMINISTRATIVE BOARDS	0.30
101-1410	ATTORNEY'S OFFICE	1,973.25
101-1420	FINANCE	295.84
101-1440	HUMAN RESOURCES	4,416.38
101-1460	INSURANCE & BONDS	6,272.00
101-1920	MUNICIPAL BUILDINGS	3,925.56
101-1935	INFORMATION TECHNOLOGY	3,085.34
101-2110	POLICE DEPARTMENT	11,801.42
101-2130	TRAFFIC DEPARTMENT	24,517.44
101-2200	FIRE DEPARTMENT	11,060.81
101-3100	STREET DEPARTMENT	85,002.93
101-3110	PUBLIC WORKS ADMIN	786.80
101-3120	STREET & SIDEWALK CONST	5,062.05
101-3700	CEMETERY	686.03
101-4120	ANIMAL CONTROL	1,717.73
101-5500	LIBRARY	18,337.47

101 TOTAL	GENERAL	179,052.28
201-5110	RECREATION & AQUATICS	1,800.55
201-5140	RECREATION CENTER	16,620.06
201-5160	SPORTS COMPLEXES	7,686.22
201-5210	PARKS	75,657.72
201-5220	SUPERVISION	47.73

201 TOTAL	PARK FUND	101,812.28
202-5650	CORN PALACE	30,005.31

202 TOTAL	CORN PALACE FUND	30,005.31
203-5220	LAKE	4,931.57

203 TOTAL	LAKE MITCHELL	4,931.57
209-6530	** INVALID DEPT **	2,700.00

209 TOTAL	BUSINESS IMPROV DIST #4	2,700.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
211-6311	ENTERTAINMENT TAX	20,800.00

211 TOTAL	ENTERTAINMENT TAX	20,800.00
214-3500	E-911	1,051.83

214 TOTAL	E-911 EMERGENCY	1,051.83
218-5140	MVP	12.61
218-5150	PALACE TRANSIT	2,044.77
218-5180	JVCC	2,700.45

218 TOTAL	COMMUNITY SERVICES	4,757.83
219-5140	NUTRITION	12,732.76

219 TOTAL	NUTRITION	12,732.76
230-3500	AIRPORT	10,715.27

230 TOTAL	AIRPORT	10,715.27
602-3330	WATER TREATMENT PLANT	57,849.67
602-3340	WATER DISTRIBUTION	333,785.23

602 TOTAL	WATER	391,634.90
604-3200	WASTE WATER TREATMENT	328,673.06
604-3210	WASTE WATER IND PRETREAT	41.65
604-3250	WASTE WATER COLLECTION	11,307.48

604 TOTAL	SEWER	340,022.19
612-3220	RECYCLING PROGRAM	700.08
612-3230	WASTE COLLECTION	127.12
612-3240	LANDFILL	5,756.36

612 TOTAL	SANITATION	6,583.56

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
614-5250	GOLF COURSE	2,158.84

614 TOTAL	GOLF COURSE	2,158.84
619-5220	CAMPGROUND	896.95

619 TOTAL	CAMPGROUND	896.95
621-4600	EMS	2,973.47

621 TOTAL	EMERGENCY MEDICAL SERVICE	2,973.47
652-1970	HEALTH INSURANCE	2,565.00

652 TOTAL	HEALTH INSURANCE	2,565.00
700-5300	AGENCY FUNDS	23,476.09

700 TOTAL	AGENCY FUNDS	23,476.09

** TOTAL **		1,138,870.13

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	CDLDUE	CDL/Dues	293.40
	GAUT	Garage Utilities	390.54
	MAINT	Maintenance/Repairs	349.40
	OFFSUP	Office Supplies	464.09
	OFFUT	Office Utilities	46.25
	SHAH	Tablet/Radio Contract	357.09
	UNIF	Uniforms	144.00
	** PROJECT E01 TOTAL **		2,044.77
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	1,538.49
	42610	GAS-FUEL	156.00
	** PROJECT H01 TOTAL **		1,694.49

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H02 CADWELL STADIUM	42800	UTILITIES	554.24
		** PROJECT H02 TOTAL **	554.24
H03 OLD SOCCER FIELDS	42800	UTILITIES	83.82
		** PROJECT H03 TOTAL **	83.82
H04 BASEBALL	42500	REPAIR/MAINTENANCE	78.00
		** PROJECT H04 TOTAL **	78.00
H05 SOFTBALL	42800	UTILITIES	140.77
		** PROJECT H05 TOTAL **	140.77
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	51.15
	42800	UTILITIES	258.03
		** PROJECT H06 TOTAL **	309.18
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	119.46
	42800	UTILITIES	905.76
		** PROJECT H07 TOTAL **	1,025.22
H10 MUNROE PARK	42800	UTILITIES	133.32
		** PROJECT H10 TOTAL **	133.32
H13 ARENA-SOUTH RINK	42600	SUPPLIES-MAINTENANCE	11.48
	42800	UTILITIES	2,753.77
		** PROJECT H13 TOTAL **	2,765.25
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	2,179.15
	42610	GAS/FUEL	982.18
	43400	CAPITAL EQUIPMENT	68,959.33
		** PROJECT H50 TOTAL **	72,120.66
H51 PARK SHOP	42500	REPAIR/MAINTENANCE	108.97
	42600	SUPPLIES/MATERIALS	393.89
	42800	UTILITIES	906.75
		** PROJECT H51 TOTAL **	1,409.61
H55 DRY RUN CREEK PARK	42800	UTILITIES	90.90
		** PROJECT H55 TOTAL **	90.90

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H56 HITCHCOCK PARK	42600 SUPPLIES/MATERIALS	24.14
	42800 UTILITIES	757.58
	** PROJECT H56 TOTAL **	781.72
H58 JENNEWEIN PARK	42800 UTILITIES	16.92
	** PROJECT H58 TOTAL **	16.92
H60 NORTHRIDGE PARK	42800 UTILITIES	262.76
	** PROJECT H60 TOTAL **	262.76
H61 PIONEER PARK	42800 UTILITIES	56.60
	** PROJECT H61 TOTAL **	56.60
H62 ROTARY PARK	42800 UTILITIES	14.89
	** PROJECT H62 TOTAL **	14.89
H63 VETERANS PARK	42850 UTILITES/VETERANS PARK	130.44
	** PROJECT H63 TOTAL **	130.44
H66 CAMP ARROYA	42800 UTILITIES	199.80
	** PROJECT H66 TOTAL **	199.80
H67 DAY CAMP	42800 UTILITIES	52.58
	** PROJECT H67 TOTAL **	52.58
H71 KIWANIS WOODLOT	42800 UTILITIES	56.34
	** PROJECT H71 TOTAL **	56.34
H74 PUBLIC BEACH	42800 UTILITIES	101.92
	** PROJECT H74 TOTAL **	101.92
H76 SANDY BEACH	42800 UTILITIES	149.54
	** PROJECT H76 TOTAL **	149.54
H77 SPORTSMANS CLUB	42800 UTILITIES	101.09
	** PROJECT H77 TOTAL **	101.09
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	10.78
	** PROJECT H79 TOTAL **	10.78

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H82 DOWNTOWN BEAUTIFICATION	42800 UTILITIES	13.94
	** PROJECT H82 TOTAL **	13.94
H87 PATTON YOUNG	42600 SUPPLIES-MAINTENANCE	42.49
	** PROJECT H87 TOTAL **	42.49
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	91.24
	SM-GENER SUPPLIES/ATERIAL-GENERAL	36.98
	** PROJECT J02 TOTAL **	128.22
J03 REC CTR-WELLNESS/FITNESS	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	271.81
	** PROJECT J03 TOTAL **	271.81
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	1,957.18
	** PROJECT J05 TOTAL **	1,957.18
J06 REC CTR-GENERAL BLDG	RM-ELEC REPAIR/MAINT-ELECTRICAL	282.23
	RM-PLUMB REPAIR/MAINT-PLUMBING	245.23
	SM-GENER SUPPLIES/MATERIAL-GENERAL	261.22
	SM-HVAC SUPPLIES/MATERIAL-HVAC	213.04
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	361.35
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	24.40
	** PROJECT J06 TOTAL **	1,387.47
J08 REC CTR PUBLISHING	ICAN PUBLISHING-ICAN	750.00
	KMIT PUBLISHING-KMIT	1,180.40
	SM PRINT PUBLISHING-S&M PRINTING	78.00
	** PROJECT J08 TOTAL **	2,008.40
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	6,733.51
	TV UTILITIES-TV	109.70
	WATER UTILITIES-WATER	3,477.01
	** PROJECT J09 TOTAL **	10,320.22
J10 REC CTR UNIFORMS	THOMAS UNIFORMS-THOMAS	60.00
	** PROJECT J10 TOTAL **	60.00
J50 OUTDOOR AQUATIC CENTER	ELE/GAS UTILITIES-ELECTRIC/GAS	343.80
	WATER UTILITIES-WATER	13.94
	** PROJECT J50 TOTAL **	357.74

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J51 P&A YOUTH PROGRAMS	SM-PROGR SUPPLIES/MATERIAL-PROGRAMS	1,439.95
	** PROJECT J51 TOTAL **	1,439.95
X04 DECORATING	42500 REPAIRS/MAINTENANCE	48.00
	42600 SUPPLIES	2,009.25
	** PROJECT X04 TOTAL **	2,057.25

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:	March 18, 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 Tara Volesky-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Tara Volesky has applied for a Conditional Use Permit for multi-family dwelling; located at 2221 E Havens Ave, legally described as Lot 2 in the NE ¼ & Lot 3B in the NW ¼ of the NE ¼ Ex H-1 & W 7 Rods of Lot 1 in the NE ¼ & W 7 Rods of the NE ¼ of NE Ex H1 of Section 26, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned UD Urban Development District. Planning Commission motioned to recommend approval; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-24.		



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 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: _____

- Description of Hardship: _____

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

- Description of Conditional Use: Multi-family dwelling

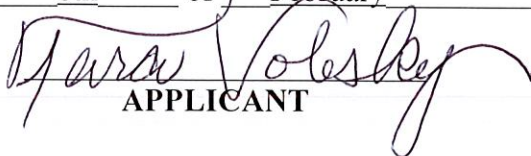
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

Legal Description: Lot 2 in the NE ¼ & Lot 3B in the NW ¼ of the NE ¼ Ex H-1 & W 7 Rods of Lot 1 in the NE ¼ & W 7 Rods of the NE ¼ of NE Ex H1 of Section 26, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Property Address: 2221 E Havens

Dated this 8th of February, 2024


APPLICANT

Volesky Properties LLC
OWNER



NOTICE OF HEARING

To: The Planning Commission, Board of Adjustment of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that Tara Volesky has applied for a Conditional Use Permit for multi-family dwelling; located at 2221 E Havens Ave, legally described as Lot 2 in the NE ¼ & Lot 3B in the NW ¼ of the NE ¼ Ex H-1 & W 7 Rods of Lot 1 in the NE ¼ & W 7 Rods of the NE ¼ of NE Ex H1 of Section 26, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned UD Urban Development District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, March 11, 2024 at 12:00 P.M. (Noon) and the Board of Adjustment on Monday, March 18, 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 22nd day of February, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 28th day of February, 2024

Approximate Cost:

Volesky Properties LLC
404 Homer Ct
Mitchell, SD 57301

Long Brothers LLC
1100 S Burr St
Mitchell, SD 57301

GL Wild Oak LLC
2500 E 1st Ave
Mitchell, SD 57301

Carl Olson
2121 E Havens Ave
Mitchell, SD 57301

Miedema Sanitation Inc
PO Box 1165
Mitchell, SD 57301

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

City of Mitchell
612 N Main St
Mitchell, SD 57301

February 28, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tara Volesky has applied for a Conditional Use Permit for multi-family dwelling; located at 2221 E Havens Ave, legally described as Lot 2 in the NE ¼ & Lot 3B in the NW ¼ of the NE ¼ Ex H-1 & W 7 Rods of Lot 1 in the NE ¼ & W 7 Rods of the NE ¼ of NE Ex H1 of Section 26, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned UD Urban Development District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, March 11, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, March 18, 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

John & Pam Medema
OWNER

2525 E. Havens Mitchell, SD 57301

ADDRESS

✓ APPROVE

 DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	March 18, 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 Erika Hennessey-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview 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 of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection; motion carried; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-2024.		



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: _____

- Description of Hardship: _____

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

- Description of Conditional Use: Educational institution

☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

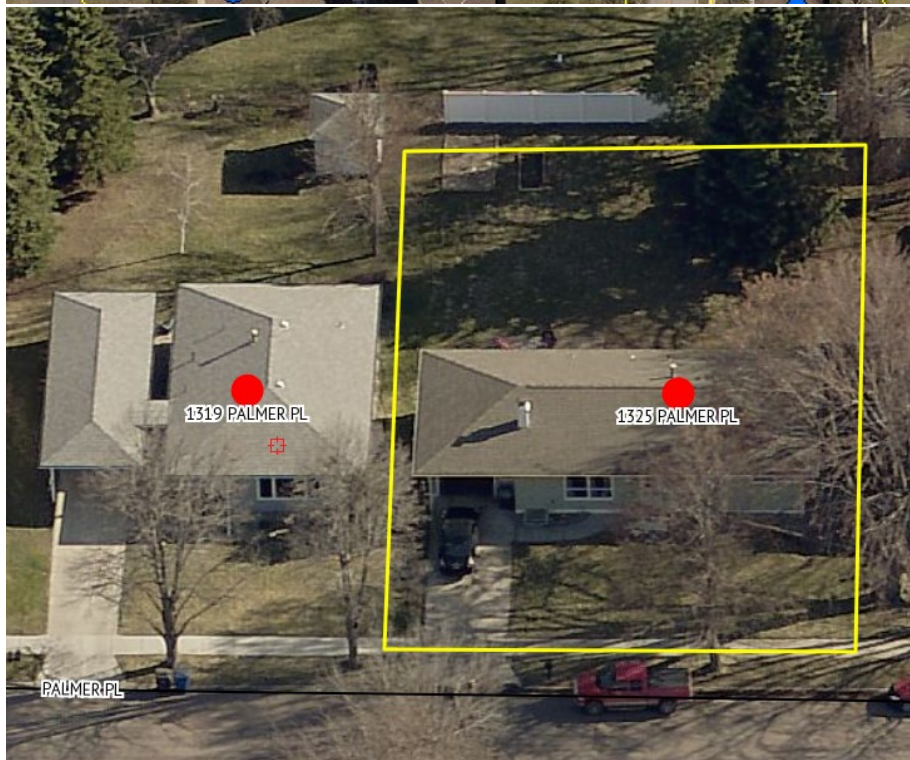
Legal Description: Lot 5 and West 3' of Lot 4, Block 8, Gardenview Addition, City of Mitchell, Davison County, South Dakota

Property Address: 1325 Palmer Place

Dated this 15th of February, 2024

Ericka Hennessey
APPLICANT

Dale Gullings & Ericka Hennessey
OWNER



NOTICE OF HEARING

To: The Planning Commission, Board of Adjustment of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview 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, March 11, 2024 12:00 P.M. (Noon) and the Board of Adjustment on Monday, March 18, 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 at Mitchell, South Dakota, this 22nd day of February, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 28th day of February, 2024

Approximate Cost:

Erika Hennessey
Dale Gullings
1325 Palmer Place
Mitchell, SD 57301

Keven & Tina Carlson
1331 Palmer Place
Mitchell, SD 57301

Stephen & Stephanie Gullings
1121 N Wisconsin St
Mitchell, SD 57301

Brian & Roxy Zimmer
1313 Palmer Place
Mitchell, SD 57301

Jeremy & Crystal Nettinga
1307 Palmer Place
Mitchell, SD 57301

Holy Spirit Church
1401 W Cedar St
Mitchell, SD 57301

Joel & Kristie Salmonson
1312 W Cedar Ave
Mitchell, SD 57301

Kenneth & Melody Hoffman
1318 W Cedar Ave
Mitchell, SD 57301

Harris Properties LLC
2312 Dean Dr
Mitchell, SD 57301

Travis & JoElle Dammann
1400 W Cedar Ave
Mitchell, SD 57301

Thomas Schaffner
513 S Dobson St
Mitchell, SD 57301

Michael & Michelle Ommen
507 S Dobson St
Mitchell, SD 57301

Highmark Holdings LLC
109 N Harmon Dr
Mitchell, SD 57301

Todd & Troy Korthour
425 S Dobson St
Mitchell, SD 57301

Brad & Camille Martin
419 S Dobson St
Mitchell, SD 57301

Milo & Karen Bishop
1330 Palmier Place
Mitchell, SD 57301

Stanley & Joy Wollman
1324 Palmer Place
Mitchell, SD 57301

Krista Huber
1318 Palmer Place
Mitchell, SD 57301

Emily Liedtke
1312 Palmer Place
Mitchell, SD 57301

Denise Hohn
1313 W Birch Ave
Mitchell, SD 57301

Letha Rowley
1319 W Birch Ave
Mitchell, SD 57301

Glenn & Diann Murtha
1325 W Birch Ave
Mitchell, SD 57301

Joshua Schmitz
Sarah Zaiser
1331 W Birch Ave
Mitchell, SD 57301

February 28, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview 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, March 11, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, March 18, 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 attend the hearings.

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

I/We Joelle & Travis Dammann
OWNER

1400 W Cedar Ave, Mitchell, SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

February 28, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview 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, March 11, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, March 18, 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 attend the hearings.

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

I/We Bryd / Cami Martin
OWNER

419 South Olson Mitchell
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

February 28, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview 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, March 11, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, March 18, 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 attend the hearings.

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

I/We FR CESAR VALENIA
OWNER

1401 W CEDAR AVE, MITCHELL SD 57301
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

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



February 28, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Erika Hennessey has applied for a conditional use permit to operate an Educational Institution, located at 1325 Palmer Place, legally described as Lot 5 and West 3' of Lot 4, Block 8, Gardenview 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, March 11, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, March 18, 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 attend the hearings.

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

I/We

Ted & Emily Liedtke
OWNER

1312 Palmer Pl

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

Outside expectations

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:	March 18, 2024	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the application to transfer RL-5768 Retail (On-Off Sale) Liquor License from Puddle Jumber LLC, 221 East 3rd Avenue to Puddle Jumper LLC dba CJ's Bar & Casino, 2700 North Main St, Suite #1. Video Lottery is included.		
Explanation/Background of Agenda Item Requested:	Background checks have been completed and property taxes are current.		

Date Received _____
Date Issued _____

License No. RL-5768

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Puddle Jumper LLC
2700 N main st., Ste 1 - PO Box 156
Mitchell, SD 57301

Owner's Telephone #: 605-770-4539

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

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

Is this license in active use? ☐ Yes ☒ No

Do you or any officers, directors, partners, or stockholders
hold any other alcohol retail, manufacturing, or
wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page.

B. Business Name and Address

Puddle Jumper LLC
DBA CJS BAR + CASINO
2700 N main, SUITE 1 - PO Box 156
Mitchell, SD 57301

Business Telephone #: 605-770-4539

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

County: DAVISON

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

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

D. Legal description of licensed premise:

Sec 10, TWP 301 Rng 00, Lot 1A
LT 1A Bng Adn SW

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

E. State Sales Tax Number 1039-5060-ST

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

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

Date 2.10.24 Print Name Josie Lemer Signature Josie Lemer

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC Ruddle Jumper LLC, DBA JT's Bar & Casino
 Address of office and principal place of business of corporation/partnership/LP/LLC 2700 N Main St #1 Mitchell, SD 57301
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

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

Name	Office	Address	Occupation
Josie Lerner	partner	309 W 13th Ave Mitchell	Self employed
Emily Evers	partner	309 W 13th Ave Mitchell	Self employed

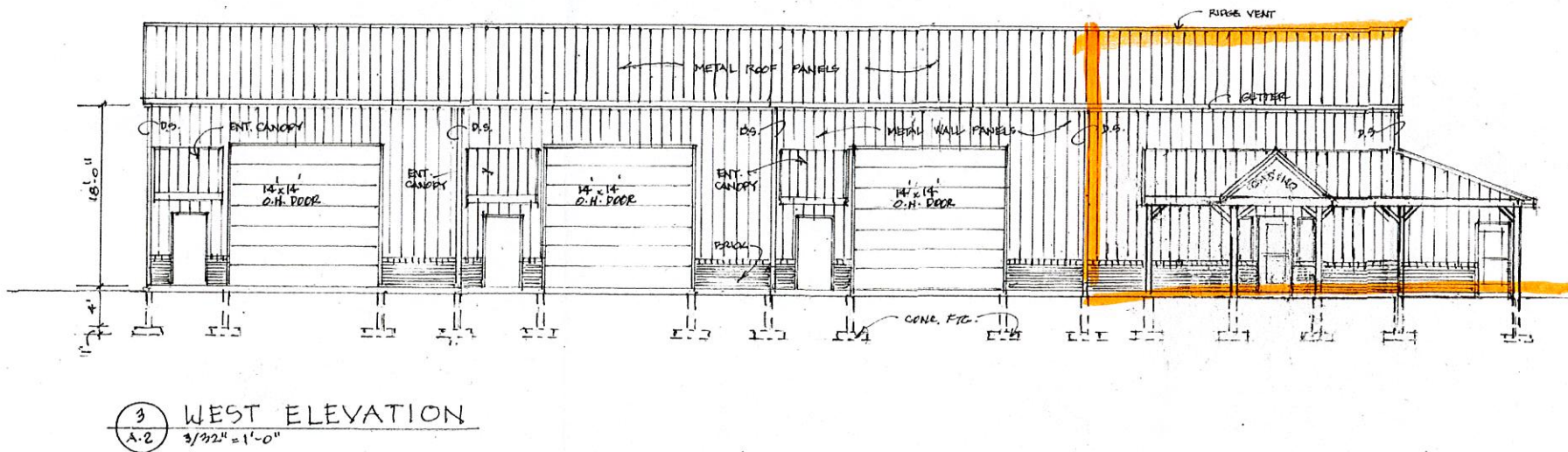
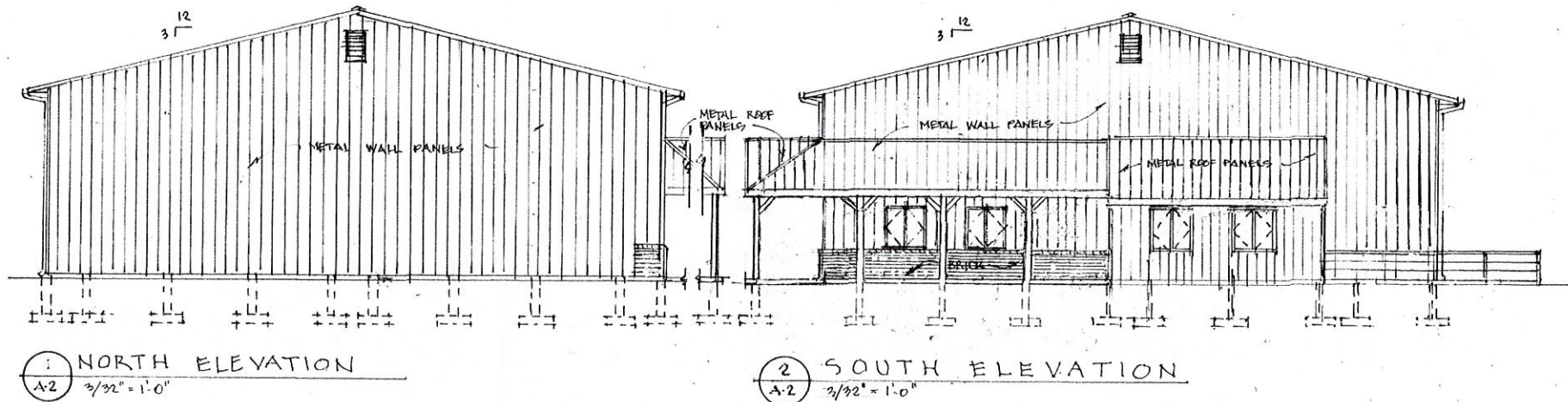
Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

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

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?
Cannon & Miller - accounting firm Mitchell

With signature the applicant agrees to the following:
 That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.
 We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner Josie Lerner Date 4/20/24



EVERS WAREHOUSE UNITS
& CASINO
2700 N. MAIN ST.
MITCHELL, SD

NO.	DESCRIPTION
1001 - 2023	
OCT. 18, 2023	
EXTERIOR ELEVATIONS	
A-2	

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:	March 18, 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 Permanent Easement with Bradley Theme LLC in Relation to 514 N Main Street		
Explanation/Background of Agenda Item Requested:	Action to Approve Permanent Easement with Bradley Theme LLC in Relation to 514 N Main Street. A Permanent Easement was approved at the August 7, 2024 City Council Meeting to provide ingress and egress on a nine-foot strip of grass directly south of the 514 N Main Street building on property owned by the City which allowed them to place emergency steps from the roof of their building and allow them to locate their refuse container on a small portion of the easement area. Bradley Theme, LLC is also requesting a permanent utility easement for a water and electrical service. The water line will be installed within the asphalt surfacing of the 5th and Main Parking Lot. All other improvements will be completed within the nine-foot grass area. This easement will supersede the previous easement. The Easement obligates the Grantee to bear the costs of improvements and maintenance. There are also conditions in place if the improvements are not maintained in accordance with City Nuisance code. Much of the Easement is consistent with other Easements the City has approved in the past. Staff recommends council approval and to grant authorization for the Mayor to sign.		

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

EASEMENT AGREEMENT

AGREEMENT made the ____ day of _____, 2024, by and between the City of Mitchell, a South Dakota municipal corporation, of 612 N Main Street, Mitchell, South Dakota (“Grantor”) and Bradley Theme LLC, a South Dakota limited liability company of 522 N Main Street, Mitchell, South Dakota (“Grantee”).

RECITALS

A. Grantor is the owner of the following described real property, to-wit:

Lot 13, Block 11, M.H. Rowley’s Addition to the Town, now City, of Mitchell, Davison County, South Dakota, (hereinafter referred to as the “Grantor’s Property”).

B. Grantee is the owner of the following described real property, to-wit:

Lots 14 and Lot 15 along with the South 10’ of Lot 16, Block 11, M.H. Rowley’s Addition to the Town, now City, of Mitchell, Davison County, South Dakota, (hereinafter referred to as the “Grantee’s Property”).

C. The purpose of this Easement Agreement is for Grantor to grant to Grantee permanent easements over and across a portion of Grantor’s Property for purposes of ingress/egress, storage and utility which includes water service line; electrical service line; sidewalk; staircase to roof of building; concrete pads for trash enclosure and generator described as a 9’ Wide Permanent Ingress/Egress, Storage and Utility Easement. Also, the removal and restoration of parking lot; future maintenance of parking lot for water service repairs described as a 10’ Wide Permanent Utility Easement set forth on the Surveyor’s Affidavit and Exhibit A attached hereto and incorporated herein by reference, upon the terms and provisions as hereinafter set forth; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS AS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF EASEMENTS.

A. Grantor gives, grants and conveys to Grantee, and Grantee accepts from Grantor, an easement over and across a portion of Lot 13, Block 11, M.H. Rowley's Addition to the Town, now City, of Mitchell, Davison County, South Dakota, for purposes of ingress/egress, storage and utility which includes water service line; electrical service line; sidewalk; staircase to roof of building; concrete pads for trash enclosure and generator described as a 9' Wide Permanent Ingress/Egress, Storage and Utility Easement. Also, the removal and restoration of parking lot; future maintenance of parking lot for water service repairs described as a 10' Wide Permanent Utility Easement as depicted on the Surveyor's Affidavit set forth on Exhibit A attached hereto and incorporated herein by reference.

B. MAINTENANCE. Grantee agrees that it, its successors in interest and assigns, shall be solely responsible for all maintenance of the easement area.

C. If Grantee's improvements in the easement area shall fall into disrepair or the use of the improvements for their intended purposes is discontinued, this easement shall automatically terminate and any remaining improvements or materials encroaching into the easement shall be immediately removed by Grantee at Grantee's sole expense. Whether the condition of improvements is maintained in good repair shall be determined at Grantor's sole discretion, to be exercised in good faith, taking into account applicable nuisance ordinances. In the case of disrepair, the City shall file a Notice Abrogating Easement should the Grantee fail to comply with an Order to Correct issued pursuant to the City's nuisance ordinances. This section shall not prevent Grantee from removing and repairing improvements when necessary to maintain or replace the same."

2. BINDING EFFECT. The easement herein granted shall be perpetual in nature, and this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives and assigns.

3. AGREEMENT; MODIFICATION. The parties agree that this Agreement constitutes the sole and only agreement between them respecting the subject matter hereof and that it contains all of the terms and conditions agreed upon by the parties and supersedes all previous written or oral agreements between them and that it correctly sets forth their obligations to each other as of its date. This Agreement is intended to supersede the previous Easement Agreement, recorded at the Davison County Register of Deeds on August 15, 2023, at 11:57 AM as Document #A231704 in Book MR83 Page 367, which shall be released. It is agreed that any modification of this Agreement shall be ineffective unless the same shall be in writing and signed by the parties hereto.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and date first above written.

GRANTOR
City of Mitchell
By: Robert B. Everson Jr., Mayor

ATTEST:

City Finance Officer

GRANTEE
Bradley Theme LLC
By: Jason Bradley, Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared Robert B. Everson, Jr and Michell Bathke, who acknowledged themselves to be the Mayor and City Finance Officer, respectively, of the City of Mitchell, a South Dakota municipal corporation, and that they as such Mayor and City Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Mitchell, South Dakota by themselves as Mayor and City Finance Officer, respectively. _____.

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

My Commission Expires:

Notary Public

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared Jason Bradley, who acknowledged himself to be one of the Members of Bradley Theme 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 same of the limited liability company by himself as on of its Members.

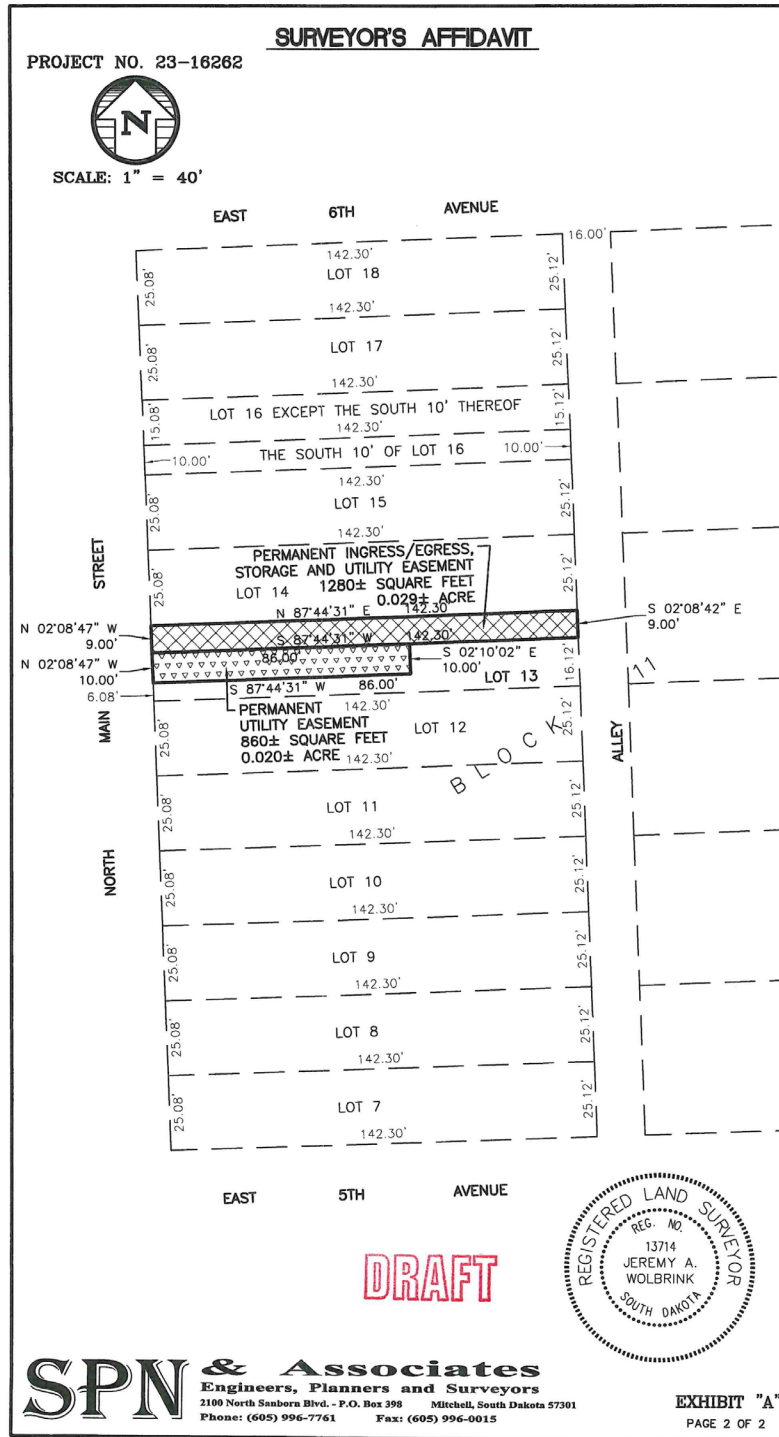
In Witness Whereof I hereunto set my hand and official seal.

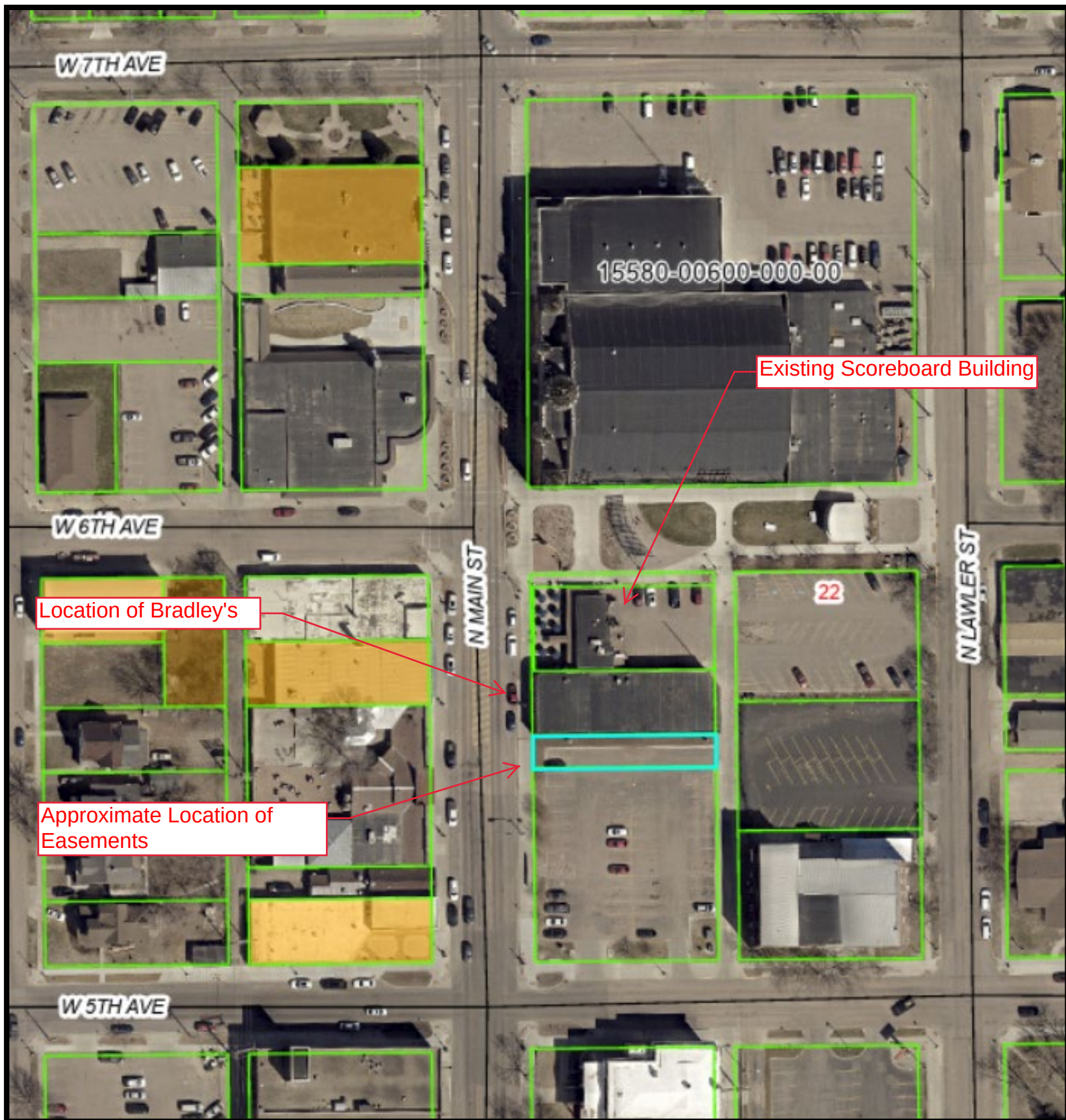
My Commission Expires:

Notary Public

EXHIBIT A

Easement Area depicted by the hashed line area below. This depiction is for visual representation only and is not drawn to scale.





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:	March 18, 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 #R2024-07, Plat of Tract 1 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 1 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Focus Land and Cattle LLC. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-24.		

RESOLUTION #R2024-07

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 11th day of March, 2024; and

WHEREAS, it appears from an examination of the plat of TRACT 1 OF TUPPER'S ADDITION, IN THE NE 1/4 OF THE NE 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, 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 TUPPER'S ADDITION, IN THE NE 1/4 OF THE NE 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.

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 18th day of March, 2024.

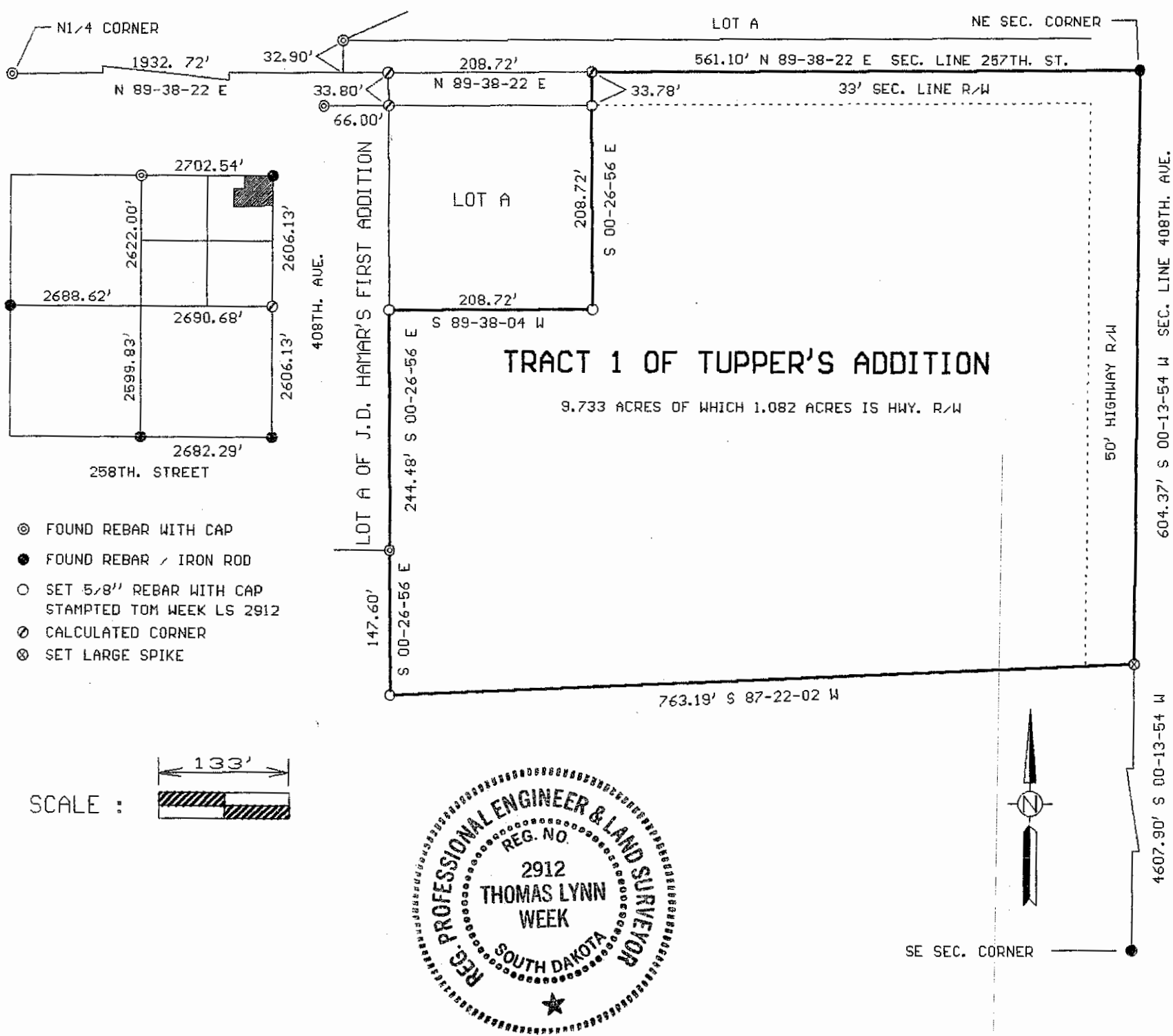
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF TRACT 1 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W 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 TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. I HAVE SET IRON PINS AS SHOWN AND SURVEY AND PLAT ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 30TH. DAY OF DECEMBER, 2023.

Thomas Lynn Week
THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

CERTIFICATE OF STREET AUTHORITY

THERE IS AN EXISTING ACCESS TO TRACT 1 FROM 257TH. STREET, AND AN EXISTING ACCESS FROM 408TH. AVE.

DATED THIS _____ DAY OF _____, _____.

COUNTY HIGHWAY REPRESENTATIVE

DATED THIS _____ DAY OF _____, _____.

TOWNSHIP HIGHWAY REPRESENTATIVE

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.

PLAT OF TRACT 1 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

I, RYAN W. TUPPER, AS MEMBER MANAGER OF FOCUS LAND AND CATTLE LLC, A SOUTH DAKOTA LLC, DO HEREBY CERTIFY THAT FOCUS LAND AND CATTLE LLC, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF TRACT 1 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WERE MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF TRACT 1, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

DATED THIS ____ DAY OF _____, _____.

RYAN W. TUPPER, MEMBER MANAGER

STATE OF _____
COUNTY OF _____

ON THIS ____ DAY OF _____, _____, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED RYAN W. TUPPER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE AS MEMBER MANAGER OF FOCUS LAND AND CATTLE LLC, EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE DAVISON COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING TRACT 1 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W 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/VICE CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNER THEREOF HAS CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 1 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA AND HAS 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 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/VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

PLAT OF TRACT 1 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT 1 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W 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 TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W 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 TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W 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 TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W 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: _____

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER\DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, _____.

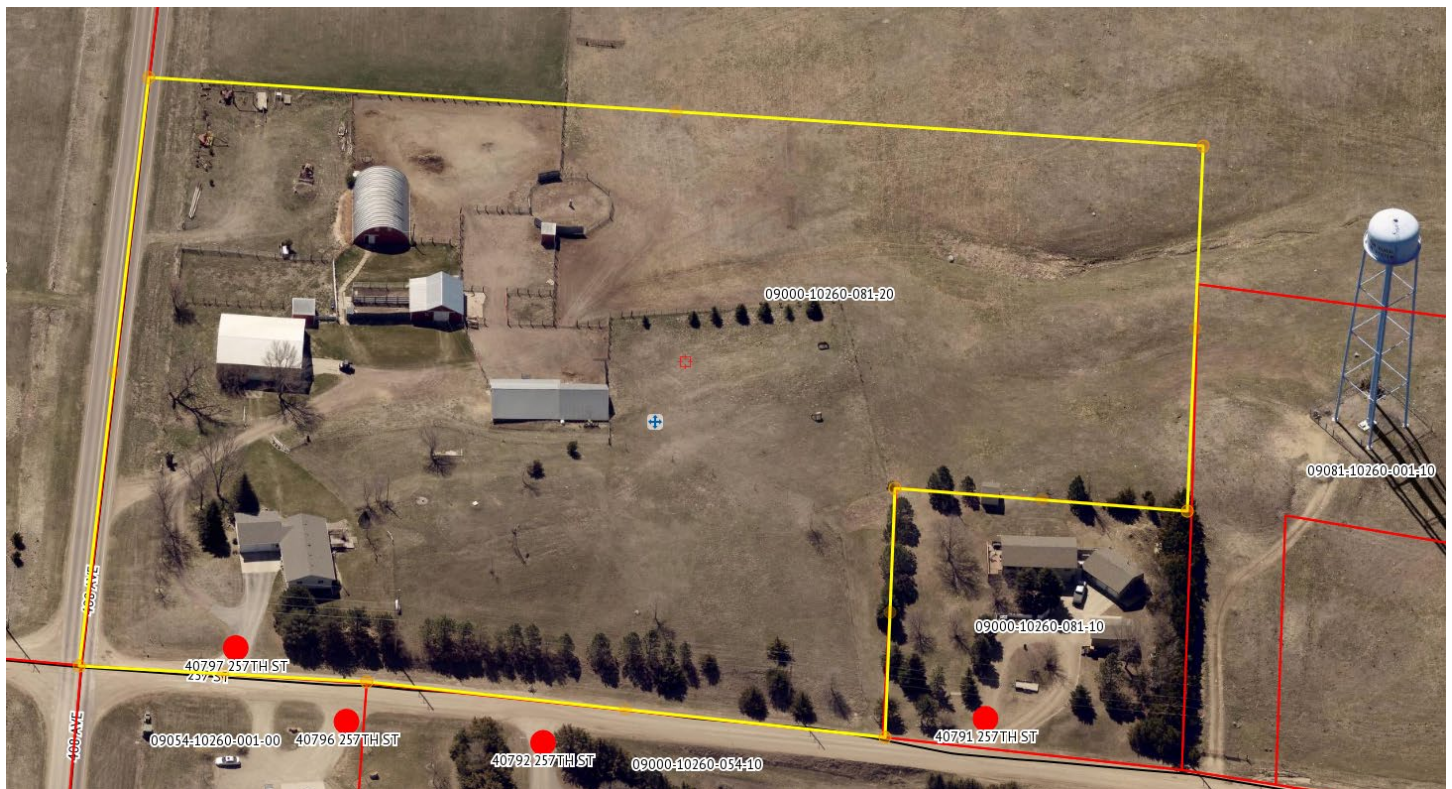
TREASURER/DEPUTY TREASURER DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS\DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, _____, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
605-665-8333



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	March 18, 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 #R2024-16, Plat of Lot 1A in Block 3 of Stardust Subdivision		
Explanation/Background of Agenda Item Requested:	Plat of Lot 1A in Block 3 of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota; as requested by Jensen Capital and Development LLC. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-24.		

RESOLUTION #R2024-16

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 11th day of March, 2024; and

WHEREAS, it appears from an examination of the plat of LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Aaron J. Norman, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the plat of LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Aaron J. Norman, 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 18th day of March, 2024.

MAYOR

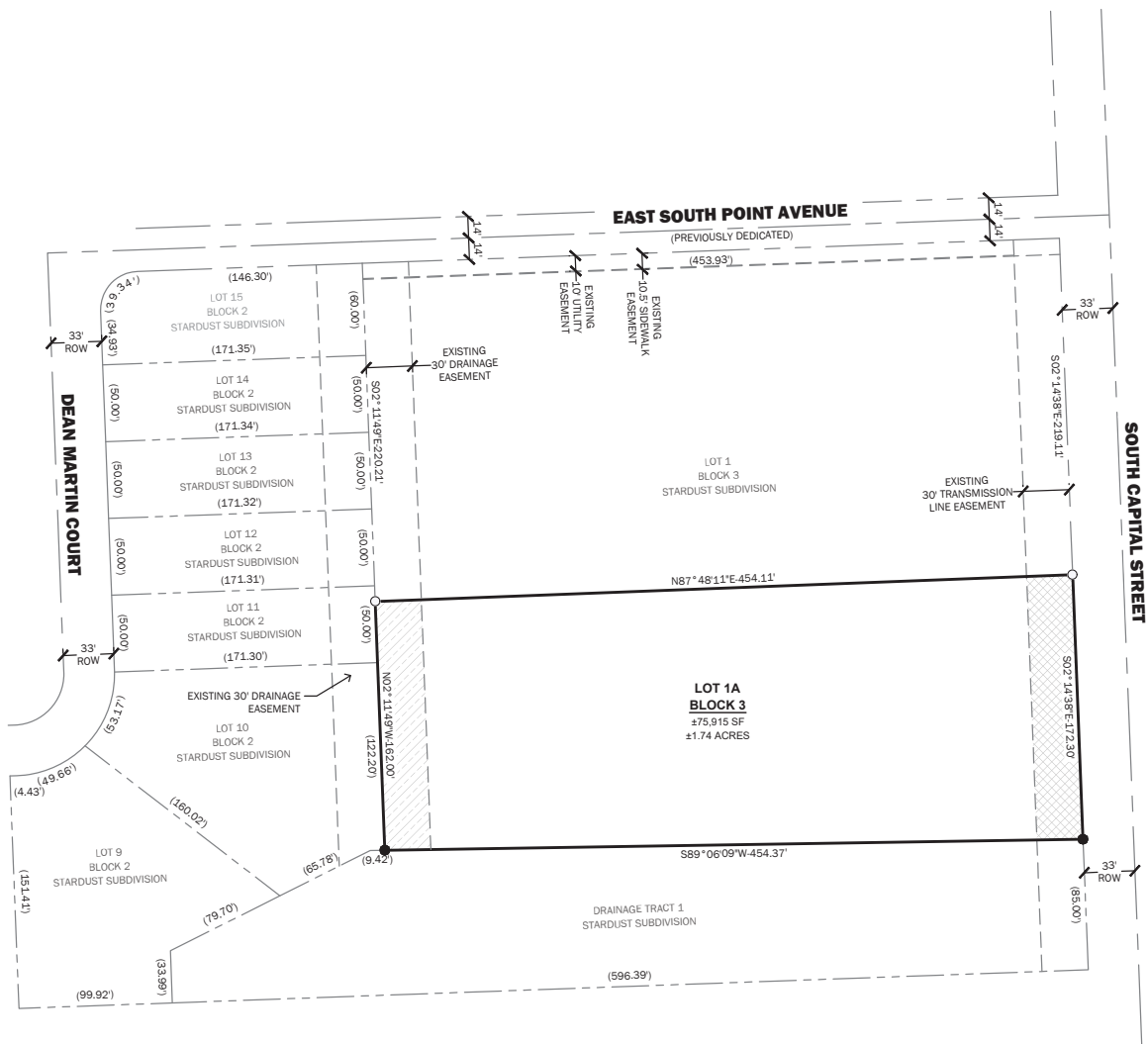
ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION

TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING ±75,915 SF (±1.74 ACRES)



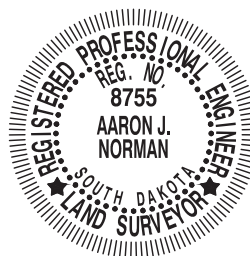
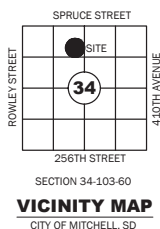
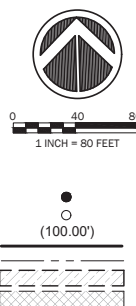
GENERAL NOTE:

BASIS OF BEARINGS FOR THIS PLAT
IS UTM ZONE 14 NORTH.

THIS PLAT WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE
COMMITMENT.

LEGEND:

FOUND 5/8" REBAR
SET 5/8" x 18" CAPPED REBAR
PREVIOUSLY PLATTED DIMENSION
PLATTED PROPERTY LINE
EXISTING PROPERTY LINE
EXISTING DRAINAGE EASEMENT
EXISTING TRANSMISSION LINE EASEMENT



NORMAN
ENGINEERING + SURVEYING
6221 EAST SILVER MAPLE CIRCLE
SIOUX FALLS, SD 57110
aaron@normanengineeringinc.com

PLAT OF LOT 1A IN BLOCK 3 OF
STARDUST SUBDIVISION
TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING ±75,915 SF (±1.74 ACRES)

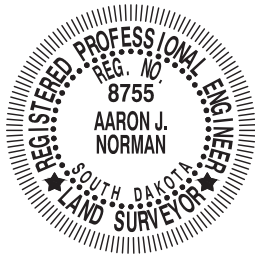
SURVEYOR'S CERTIFICATE

I, AARON J. NORMAN, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE JULY 6TH, 2023 I HAVE SURVEYED A PORTION OF LOT 1 IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA AND RE-PLATTED THE SAME INTO LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA WITH ACRES AND DIMENSIONS AS SHOWN ON THE ABOVE PLAT.

THE SAME SHALL, HEREFTER BE KNOWN AND DESCRIBED AS PLAT OF LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS ____ DAY OF ____, 2023.



AARON J. NORMAN, PE/LS SD REG. NO. 8755

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HEREBY CERTIFY THAT JENSEN CAPITAL & DEVELOPMENT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF ALL OF THE LAND INCLUDED IN THE WITHIN AND FOREGOING PLAT; THE PLAT IS OF A PARCEL OF GROUND LOCATED IN A PORTION OF PREVIOUSLY PLATTED LOT 1 IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; THAT THE PLAT HAS BEEN MADE AT THE REQUEST OF JENSEN CAPITAL & DEVELOPMENT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, AND UNDER ITS DIRECTION FOR THE PURPOSES INDICATED THEREIN; WHICH SAID PROPERTY AS SO SURVEYED AND PLATTED SHALL HEREAFTER BE KNOWN AS LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS SHOWN BY THIS PLAT; AND JENSEN CAPITAL & DEVELOPMENT, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER AS SUCH, THE STREETS, ALLEYS AND EASEMENTS, IF ANY, AS SHOWN OR NOTED ON SAID PLAT; AND THAT DEVELOPMENT OF THE LAND INCLUDED WITHIN THE BOUNDARIES OF LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA SHALL CONFORM TO ALL APPLICABLE ZONING, SUBDIVISION, EROSION, SEDIMENT CONTROL AND DRAINAGE REGULATIONS AND ORDINANCES.

PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL, IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATION THAT WASTEWATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM

WE FURTHER CERTIFY THAT THIS PLATTING OF SAID DESCRIBED LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA DOES HEREBY VACATE THE FOLLOWING PLATTING:

A PORTION OF LOT 1 IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA ON FILE AT THE REGISTER OF DEEDS OFFICE IN BOOK ____ OF PLATS ON PAGE ____.

DATED THIS ____ DAY OF ____, 2023.

JEREMY JENSEN,
MEMBER OF JENSEN CAPITAL & DEVELOPMENT, LLC,
A SOUTH DAKOTA LIMITED LIABILITY COMPANY

STATE OF SOUTH DAKOTA)
_____)SS
COUNTY OF DAVISON)

ON THIS ____ DAY OF ____, 2023, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED JEREMY JENSEN, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF JENSEN CAPITAL & DEVELOPMENT, 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 COMPANY BY HIMSELF AS A MEMBER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DAVISON COUNTY, SOUTH DAKOTA
MY COMMISSION EXPIRES:

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY AARON J. NORMAN, DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF THE CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY AARON J. NORMAN, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF ____, 2023.

CHAIRPERSON/VICE CHAIRPERSON
CITY OF MITCHELL, SOUTH DAKOTA
PLANNING COMMISSION

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HERINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF ____, 2023; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY AARON J. NORMAN, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF LOT 1A IN BLOCK 3 OF STARDUST SUBDIVISION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY AARON J. NORMAN, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE ____ DAY OF ____, 2023.

FINANCE OFFICER/DEPUTY FINANCE OFFICER OF THE CITY OF MITCHELL

FINANCE OFFICER/DEPUTY FINANCE OFFICER
CITY OF MITCHELL, SOUTH DAKOTA

TREASURER'S CERTIFICATE

I, TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND FOREGOING) PLATS, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF ____, 2023.

TREASURER
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DATED THIS ____ DAY OF ____, 2023.

DIRECTOR OF EQUALIZATION
DAVISON COUNTY, SOUTH DAKOTA

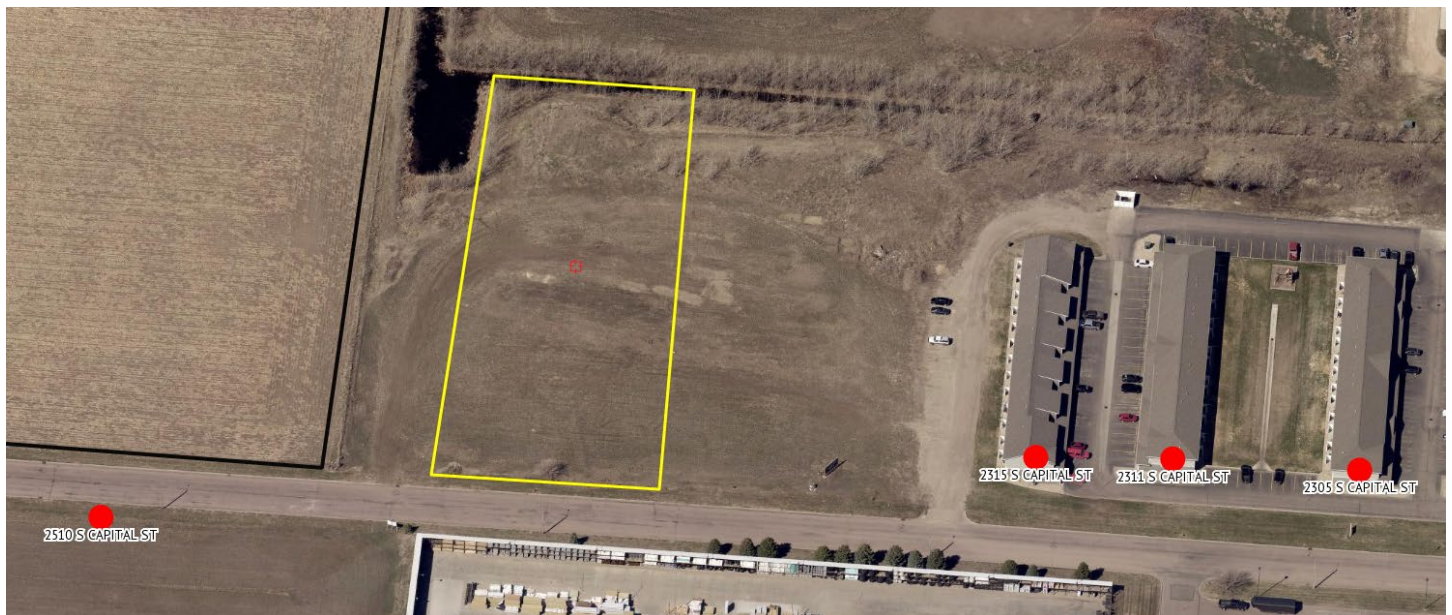
REGISTER OF DEEDS

FILED FOR RECORD THIS ____ DAY OF ____, 2023, AT ____ M.

AND RECORDED IN BOOK ____ OF PLATS ON PAGE ____.

REGISTER OF DEEDS
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:	March 18, 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 #R2024-17, Plat of a Portion of North Capital Street, a subdivision of Lot 14, except the West 40 feet, Block 1, Scott's Second Addition		
Explanation/Background of Agenda Item Requested:	Plat of a portion of North Capital Street, a subdivision of Lot 14, except the West 40 feet, Block 1, Scott's Second Addition to the City of Mitchell, Davison County, South Dakota; as requested by City of Mitchell. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-24.		

RESOLUTION #R2024-17

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 11th day of March, 2024; and

WHEREAS, it appears from an examination of the PLAT OF A PORTION OF NORTH CAPITAL STREET, A SUBDIVISION OF LOT 14, EXCEPT THE WEST 40 FEET, BLOCK 1, SCOTT'S SECOND ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul C. Kiepke, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF A PORTION OF NORTH CAPITAL STREET, A SUBDIVISION OF LOT 14, EXCEPT THE WEST 40 FEET, BLOCK 1, SCOTT'S SECOND ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul C. Kiepke, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

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 18th day of March, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

1 Inch = 50 Feet



A PLAT OF A PORTION OF NORTH CAPITAL STREET, A SUBDIVISION OF LOT 14,
EXCEPT THE WEST 40 FEET, BLOCK 1, SCOTT'S SECOND ADDITION TO THE
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA
SURVEYOR'S CERTIFICATE

I, Paul C. Kiepke, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the City of Mitchell, South Dakota, a South Dakota municipal corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to February 9, 2024, survey those parcels of land described as follows: A PORTION OF NORTH CAPITAL STREET, A SUBDIVISION OF LOT 14, EXCEPT THE WEST 40 FEET, BLOCK 1, SCOTT'S SECOND ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of _____, 2024.

Registered Land Surveyor #SD8296

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



Page 278 of 315



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:	March 18, 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 #R2024-18, Plat of Lots A, B, and C of Fawn Creek Addition, a subdivision of previously platted Lot No. 3, in the West 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; and Lots D and E of Fawn Creek Addition, a subdivision of previously platted Lot No. 3 and of Irregular Tract No. 2 within Lot No. 3, in the West 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lots A, B, and C of Fawn Creek Addition, a subdivision of previously platted Lot No. 3, in the West 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; and Lots D and E of Fawn Creek Addition, a subdivision of previously platted Lot No. 3 and of Irregular Tract No. 2 within Lot No. 3, in the West 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by City of Mitchell. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-24.		

RESOLUTION #R2024-18

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 11th day of March, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOTS A, B, AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said 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 A, B, AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

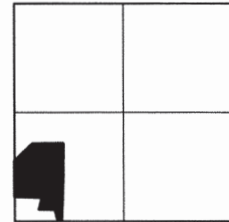
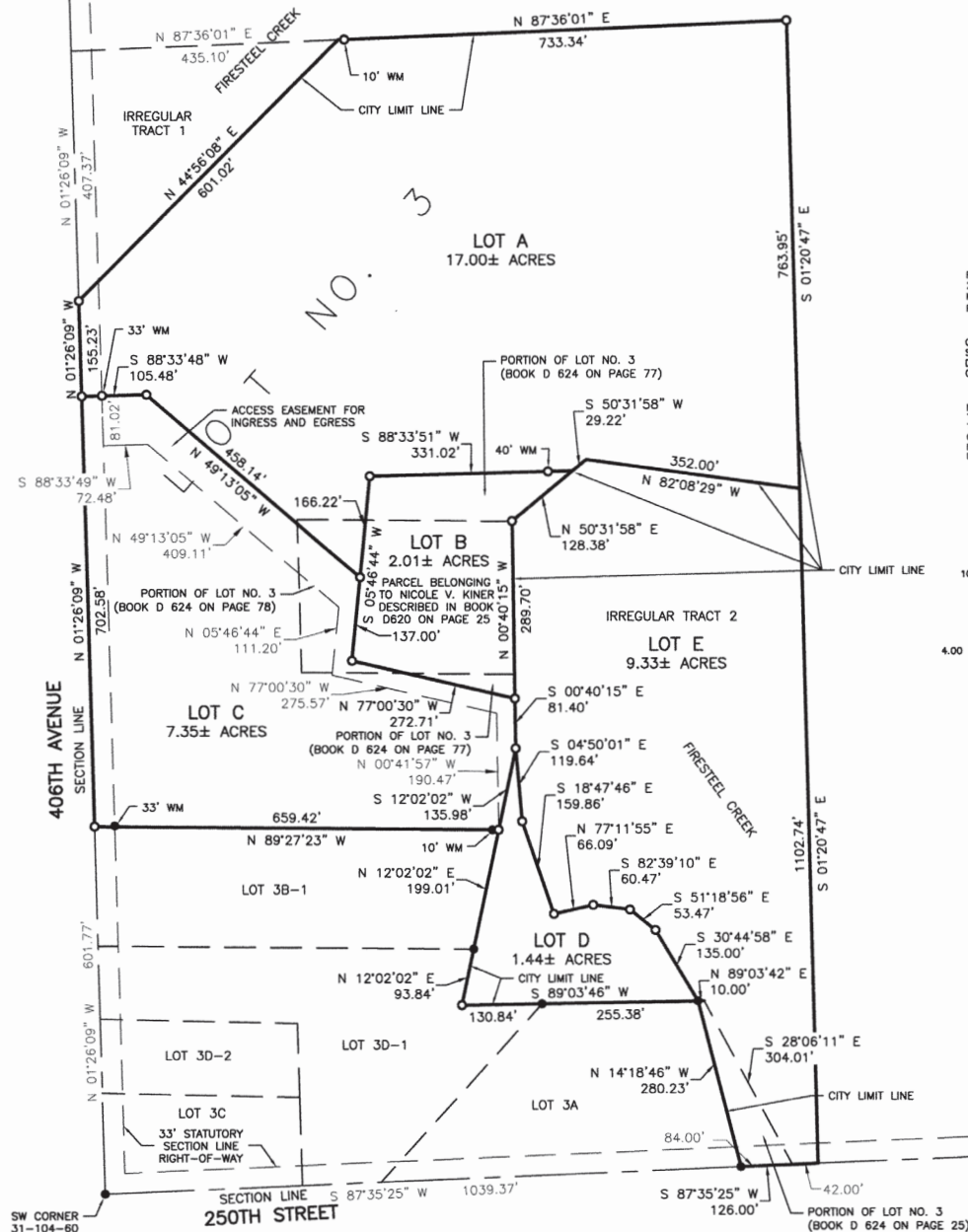
I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 18th day of March, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

LOCATION MAP
SCALE: 1" = 3000'

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" x 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT



1 Inch = 200 Feet

A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of the owners as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under their direction for purposes indicated therein, I did on or prior to March 4, 2024, survey those parcels of land described as follows: LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of March, 2024.

Registered Land Surveyor #SD13714

SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301

Phone: (605) 996-7761

Fax: (605) 996-0015



A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, do hereby certify that we are the absolute and unqualified owners of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, ALL IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., A PORTION OF WHICH LIES WITHIN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at our request and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and we hereby dedicate to the public, for public use forever as such, the streets, if any, as shown or described on said plat; and that development of the land included within the boundaries of said Lots A, B, C, D AND E shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists 406th Avenue and 250th Street; and that an access easement shall be dedicated by this plat as shown. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Ralph E. Kiner, owner portions of Lot No. 3

Pamela K. Kiner, owner of portions of Lot No. 3

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Ralph E. Kiner and Pamela K. Kiner, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

Notary Public, South Dakota
My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

Nicole V. Kiner, owner of portions of Lot No. 3

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Nicole V. Kiner, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

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

Notary Public, South Dakota
My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

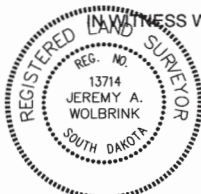
Robert B. Everson, Jr., Mayor
The City of Mitchell, South Dakota, a South Dakota municipal corporation, owner of Irregular Tract No. 2 within Lot No. 3, and a portion of Lot No. 3, described in Book D624 on Page 25

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Robert B. Everson, Jr., of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

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



SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

Notary Public, South Dakota
My Commission Expires: _____

A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of Mitchell City Planning Commission

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer of City of Mitchell

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of Davison County
Planning Commission



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Chairperson/Vice-Chairperson, Board of County Commissioners of
Davison County

AUDITOR'S CERTIFICATE

I do hereby certify that the above resolution was adopted by the Board of County Commissioners of Davison County, South Dakota, at a regular meeting held on _____, 2024, approving the above-named plat.

Auditor/Deputy Auditor, Davison County

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing/proposed approaches is hereby approved. Any change in the location of the existing/proposed approaches shall require additional approval.

By: _____ Title: _____ Date: _____
Highway Authority

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Treasurer/Deputy Treasurer, Davison County

Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

Director of Equalization/Deputy Director
of Equalization, Davison County

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on
Page(s) _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

By _____
Deputy

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015







CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	March 18, 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 #R2024-19, Plat of West Plum Avenue; Lots 13-A thru 26-A, Block 2; Lots 1-A thru 7-A, Block 3; and Drainage Tract 1-A, Block 4, MLC Addition, a subdivision of Block 3; Lot 4B, Block 4; and Block 5, Morningview Addition		
Explanation/Background of Agenda Item Requested:	Plat of West Plum Avenue; Lots 13-A thru 26-A, Block 2; Lots 1-A thru 7-A, Block 3; and Drainage Tract 1-A, Block 4, MLC Addition, a subdivision of Block 3; Lot 4B, Block 4; and Block 5, Morningview Addition to the City of Mitchell, Davison County, South Dakota; as requested by Mueller Lumber Company. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-24.		

RESOLUTION #R2024-19

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 11th day of March, 2024; and

WHEREAS, it appears from an examination of the PLAT OF WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

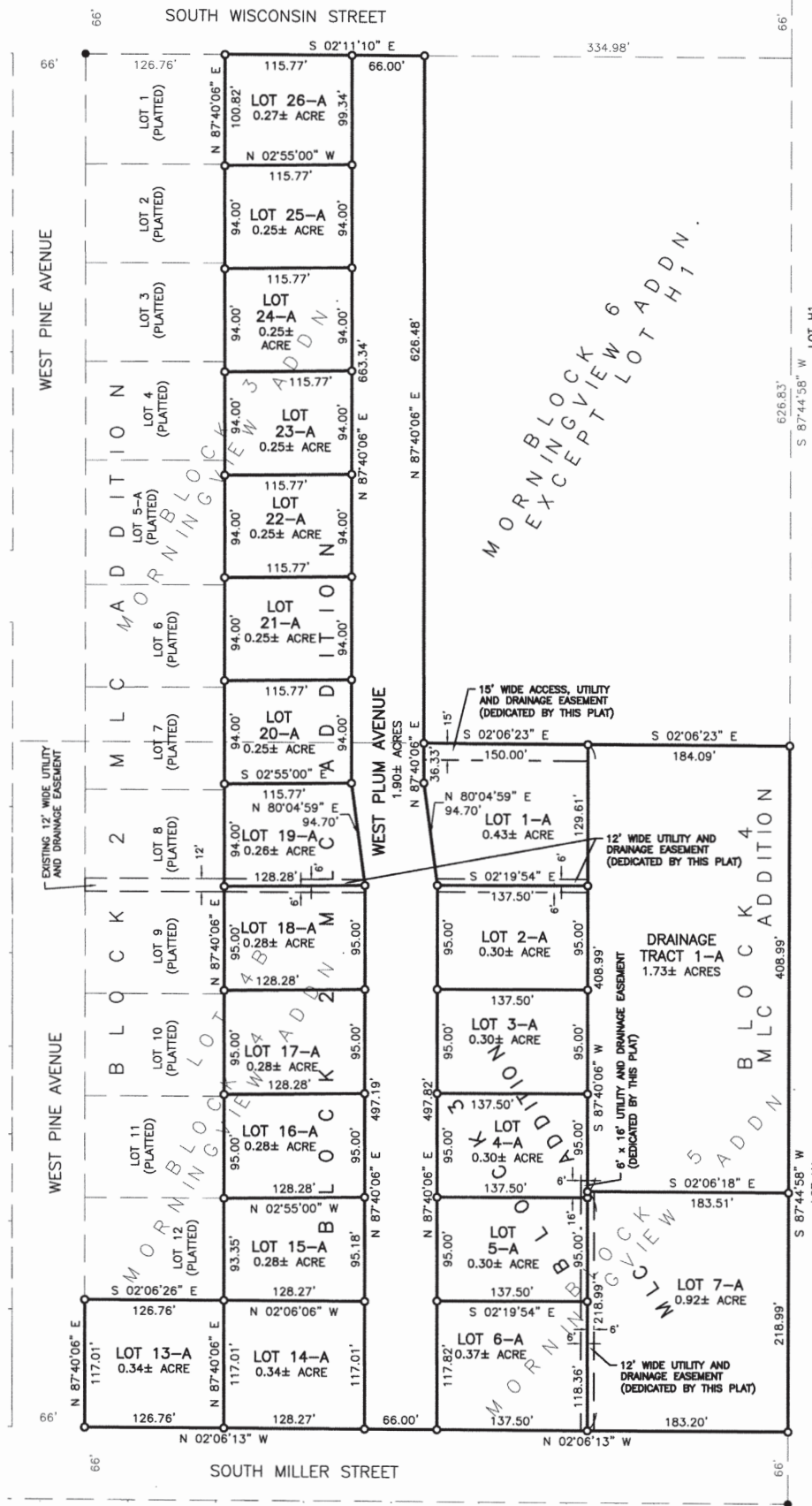
I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 18th day of March, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 100 Feet

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE

PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GZOD 12B.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

**ADDITIONAL EASEMENTS NOT SHOWN ON THE
DRAWING TO BE DEDICATED BY THIS PLAT:**
3' Drainage Easement along the North/South
interior property lines of Lots 13-A thru
26-A, Block 2 and Lots 2-A thru 7-A,
Block 3; except between Lots 18-A and
19-A, Block 2 and between Lots 1-A and
2-A, Block 3 as noted on the drawing;
except along South Miller Street and South
Wisconsin Street.

A PLAT OF WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SPN

& Associates
Engineers, Planners and Surveyors

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Phone: (605) 996-7761 Fax: (605) 996-0015



A PLAT OF WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of Mueller Lumber Company, a South Dakota corporation, and under its direction for purposes indicated therein, I did on or prior to March 5, 2024, survey those parcels of land described as follows: WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted WEST PLUM AVENUE; LOTS 13 THRU 26, BLOCK 2; LOTS 1 THRU 7, BLOCK 3; AND DRAINAGE TRACT 1, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; BLOCK 5; AND THE PREVIOUSLY DEDICATED EASEMENTS LYING WITHIN SAID LOTS AND BLOCKS, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 39 ON PAGE 13.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of _____, 2024.

Registered Land Surveyor #SD6702



OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that Robert W. Mueller, the undersigned, hereby certifies that Mueller Lumber Company, a South Dakota corporation, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in WEST PLUM AVENUE; LOTS 13 THRU 26, BLOCK 2; LOTS 1 THRU 7, BLOCK 3; AND DRAINAGE TRACT 1, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 39 ON PAGE 13; that the plat has been made at the request of Mueller Lumber Company, a South Dakota corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and Mueller Lumber Company, a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets, alleys and easements, if any, as shown or noted on said plat; and that development of the land included within the boundaries of said Lots 13-A thru 26-A, Block 2; Lots 1-A thru 7-A, Block 3; and Drainage Tract 1-A, Block 4, MLC Addition shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists West Pine Avenue, South Miller Street and South Wisconsin Street. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections, conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developers of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

This plat does hereby vacate previously platted WEST PLUM AVENUE; LOTS 13 THRU 26, BLOCK 2; LOTS 1 THRU 7, BLOCK 3; AND DRAINAGE TRACT 1, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; BLOCK 5; AND THE PREVIOUSLY DEDICATED EASEMENTS LYING WITHIN SAID LOTS AND BLOCKS, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 39 ON PAGE 13.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

Robert W. Mueller, President of Mueller Lumber Company,
a South Dakota corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Robert W. Mueller, of Mueller Lumber Company, a South Dakota corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Notary Public, South Dakota
My Commission Expires: _____

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice Chairperson of the City of Mitchell
Planning Commission

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned does hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer of the City of Mitchell

CERTIFICATE OF COUNTY TREASURER

The undersigned does hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of this office, have been fully paid.

Treasurer/Deputy Treasurer of Davison County

Date

DIRECTOR OF EQUALIZATION

The undersigned does hereby certify that a copy of the plat of WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

Director of Equalization/Deputy Director of Equalization of Davison County

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

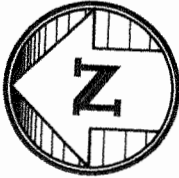
By _____
Deputy

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



PLAT TO BE VACATED



1 Inch = 100 Feet

LEGEND

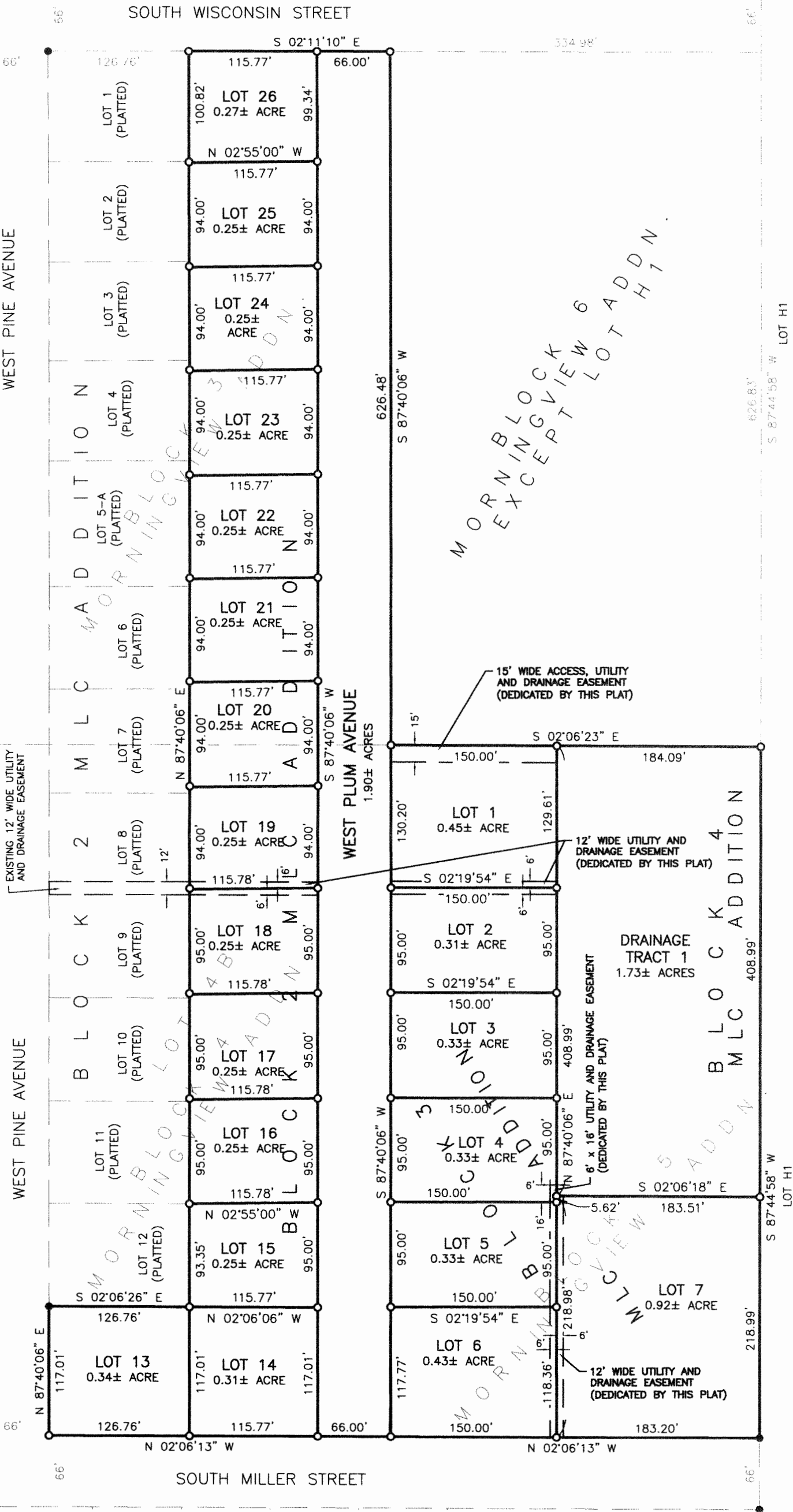
- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE

PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 12B.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

**ADDITIONAL EASEMENTS NOT SHOWN ON THE
DRAWING TO BE DEDICATED BY THIS PLAT:**
3' Drainage Easement along the North/South
interior property lines of Lots 13 thru 26,
Block 2 and Lots 2 thru 6, Block 3; except
between Lots 18 and 19, Block 2 and
between Lots 1 and 2, Block 3 as noted on
the drawing; except along South Miller Street
and South Wisconsin Street.



A PLAT OF WEST PLUM AVENUE; LOTS 13 THRU 26, BLOCK 2; LOTS 1 THRU 7, BLOCK 3; AND DRAINAGE TRACT 1, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

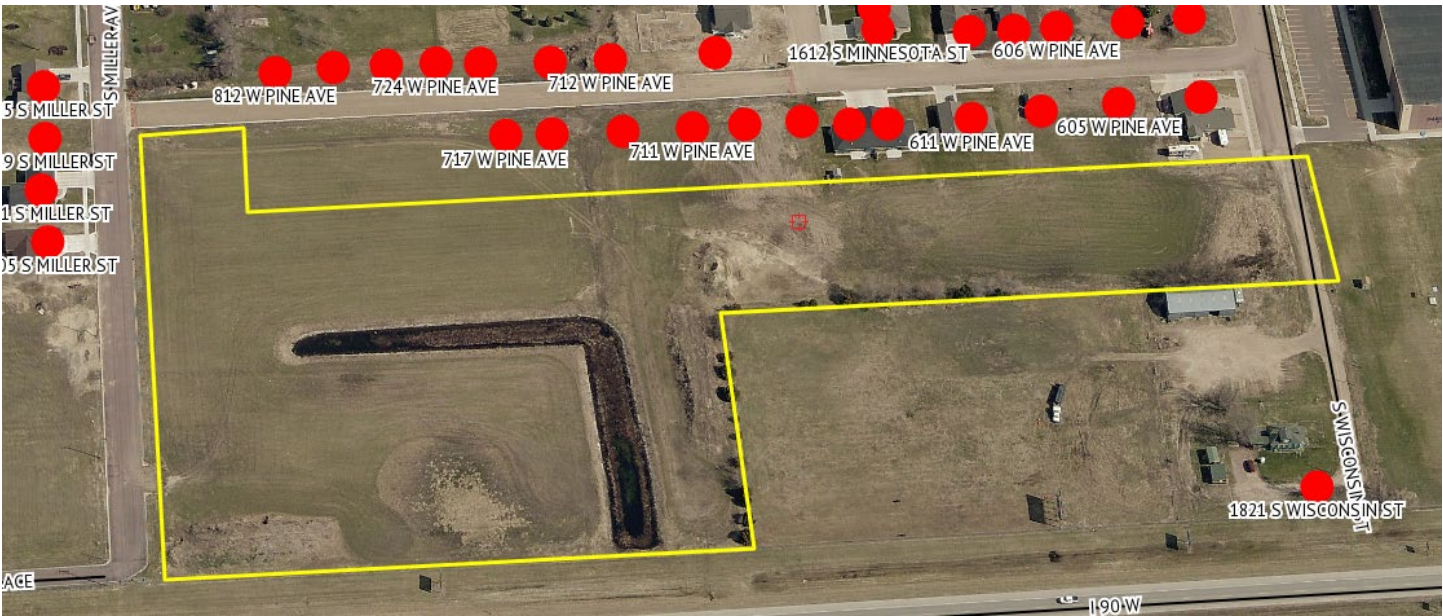
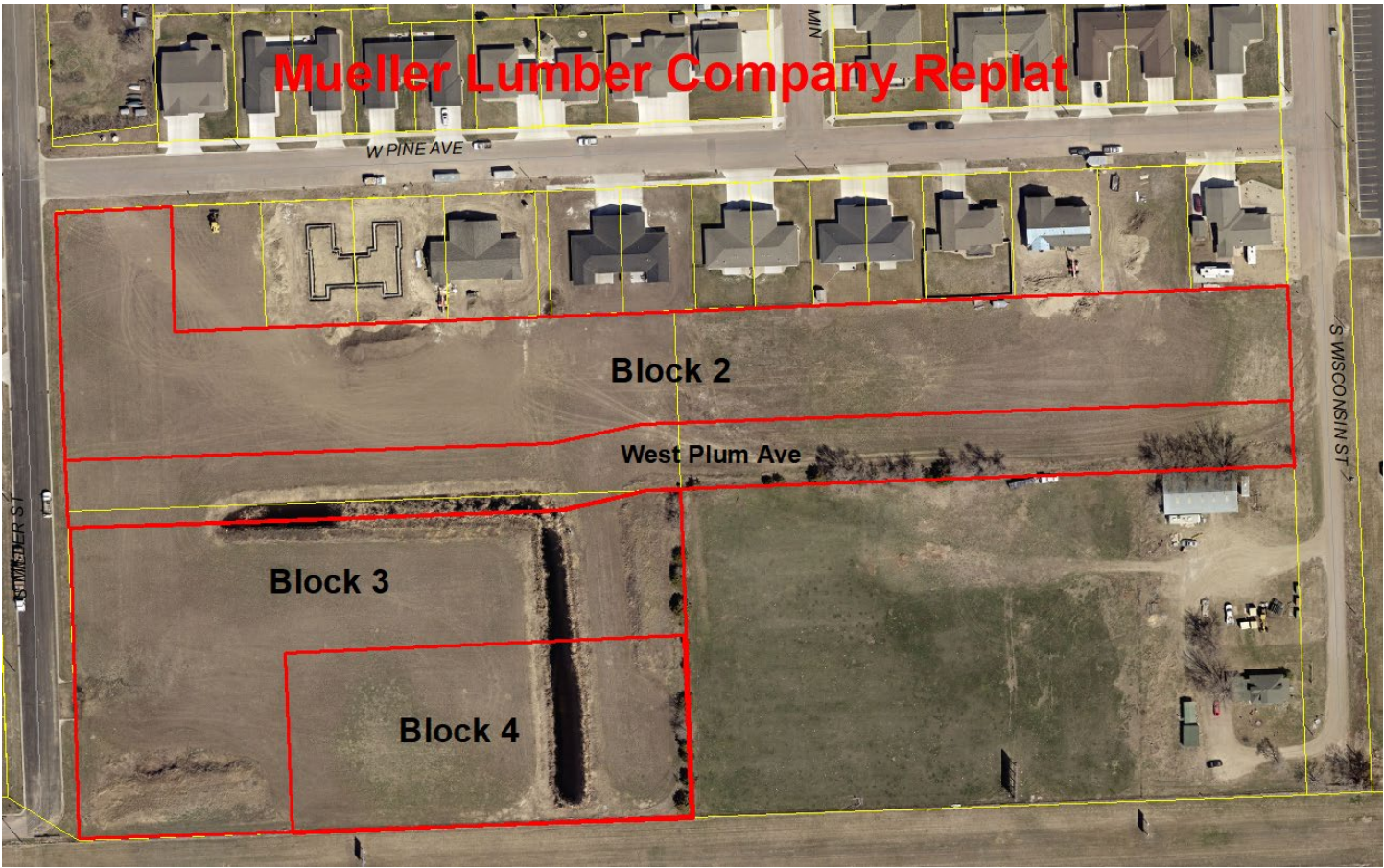
SPN

& Associates

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Phone: (605) 996-7761 Fax: (605) 996-0015





CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	March 18, 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 #R2024-20, Plat of Lots 1 through 6, Block 1-A; Lots 1 through 10, Block 1-B, Tract DR1-A; Block 2-A; Lots 1 through 9, Block 3-A; Lots 1 and 2, Block 4-A; Lots 1 through 13, Block 5-A; Block 6-A; Nagle Lane; Peace Place; Nursia Drive; and North Calhoun Street, all in Ridge View on Foster Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lots 1 through 6, Block 1-A; Lots 1 through 10, Block 1-B, Tract DR1-A; Block 2-A; Lots 1 through 9, Block 3-A; Lots 1 and 2, Block 4-A; Lots 1 through 13, Block 5-A; Block 6-A; Nagle Lane; Peace Place; Nursia Drive; and North Calhoun Street, all in Ridge View on Foster Addition in the NW 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by City of Mitchell. Planning Commission motioned to approve; 3 aye, 1 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 03-11-24.		

RESOLUTION #R2024-20

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 11th day of March, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B, TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B, TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

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 18th day of March, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

**LEGEND**

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 8702

100' (P) = PLATTED BEARING OR DISTANCE
100' = MEASURED BEARING OR DISTANCE

1 Inch = 200 Feet

Block and Lot Acreage Breakdown:

Block 1-A: 120,643± SqFt / 2.77± Acres
 Lot 1 = 25,629± SqFt / 0.59± Acre
 Lot 2 = 14,950± SqFt / 0.34± Acre
 Lot 3 = 13,260± SqFt / 0.30± Acre
 Lot 4 = 21,548± SqFt / 0.50± Acre
 Lot 5 = 19,680± SqFt / 0.45± Acre
 Lot 6 = 25,576± SqFt / 0.59± Acre

Block 1-B: 148,660± SqFt / 3.41± Acres
 Lot 1 = 13,842± SqFt / 0.32± Acre
 Lots 2 Thru 4 = 13,485± SqFt / 0.31± Acre
 Lot 5 = 15,225± SqFt / 0.35± Acre
 Lot 6 = 14,980± SqFt / 0.34± Acre
 Lot 7 = 13,624± SqFt / 0.31± Acre
 Lot 8 = 14,742± SqFt / 0.34± Acre
 Lot 9 = 16,523± SqFt / 0.38± Acre
 Lot 10 = 19,269± SqFt / 0.44± Acre

Block and Lot Acreage Breakdown:

Tract DR1-A: 119,294 SqFt / 2.74± Acres

Block 2-A: 76,688± SqFt / 1.76± Acres

Block 3-A: 98,522± SqFt / 2.26± Acres

Lot 1 = 15,337± SqFt / 0.35± Acres
 Lot 2 = 8,688± SqFt / 0.20± Acre
 Lot 3 = 9,396± SqFt / 0.22± Acre
 Lot 4 = 11,037± SqFt / 0.25± Acre
 Lot 5 = 11,944± SqFt / 0.28± Acre
 Lots 6 Thru 8 = 10,080± SqFt / 0.23± Acre
 Lot 9 = 11,880± SqFt / 0.27± Acre

Block 4-A: 40,420± SqFt / 0.93± Acre

Lot 1 = 20,419± SqFt / 0.47± Acre
 Lot 2 = 20,001± SqFt / 0.46± Acre

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
 STATE PLANE - NORTH AMERICAN
 DATUM 1983 - GRID 18
 GRID BEARINGS AND GRID DISTANCES ARE SHOWN.

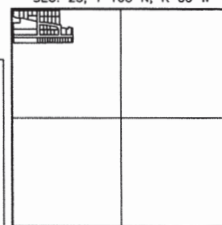
Block and Lot Acreage Breakdown:

Block 5-A: 100,840± SqFt / 2.31± Acres
 Lot 1 = 10,229± SqFt / 0.24± Acre
 Lot 2 = 7,855± SqFt / 0.18± Acre
 Lot 3 = 7,886± SqFt / 0.18± Acre
 Lot 4 = 7,917± SqFt / 0.18± Acre
 Lot 5 = 7,334± SqFt / 0.17± Acre
 Lot 6 = 7,361± SqFt / 0.17± Acre
 Lot 7 = 7,387± SqFt / 0.17± Acre
 Lot 8 = 7,413± SqFt / 0.17± Acre
 Lot 9 = 7,439± SqFt / 0.17± Acre
 Lot 10 = 7,465± SqFt / 0.17± Acre
 Lot 11 = 7,492± SqFt / 0.17± Acre
 Lot 12 = 7,518± SqFt / 0.17± Acre
 Lot 13 = 7,544± SqFt / 0.17± Acre

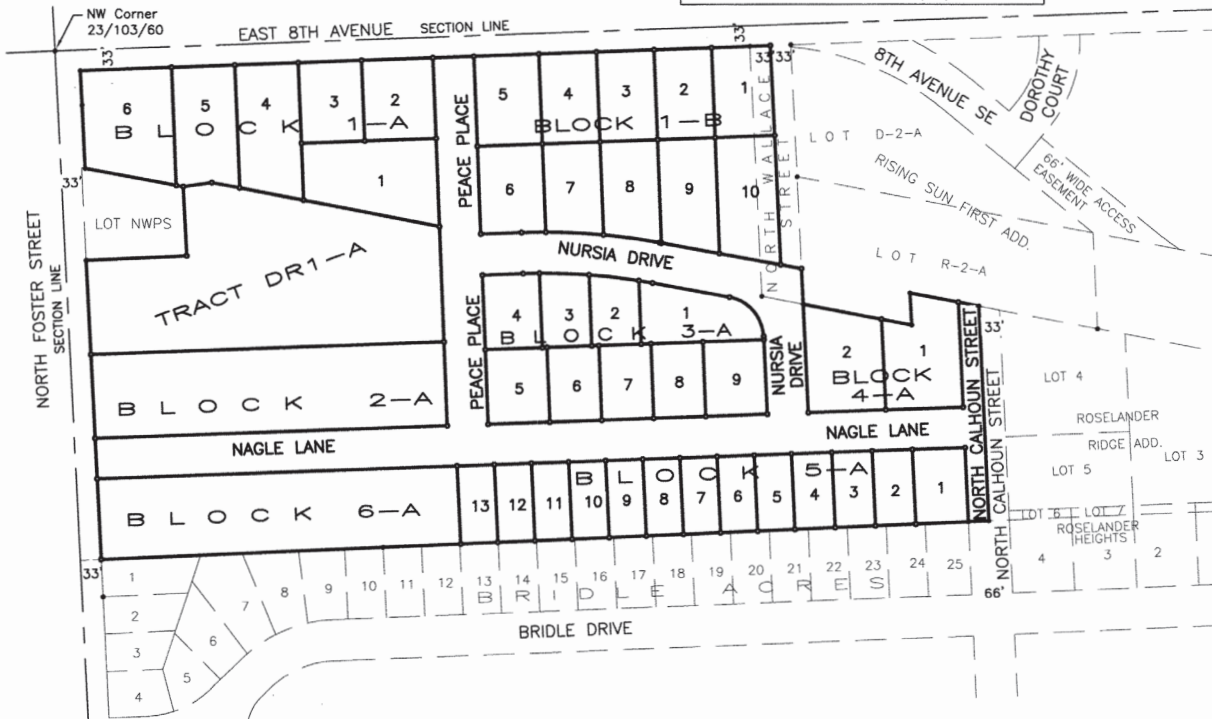
Block 6-A: 74,212± SqFt / 1.70± Acres

Street Right-Of-Way Acreage Breakdown:

Nagle Lane = 92,395± SqFt / 2.12± Acres
 Peace Place = 39,176± SqFt / 0.90± Acres
 Nursia Drive = 46,361 SqFt / 1.06± Acre
 North Calhoun Street = 11,585 SqFt / 0.27± Acre



LOCATION MAP
 SCALE: 1" = 3000'



A PLAT OF LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the owners as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under their direction for purposes indicated therein, I did on or prior to March 1, 2024, survey those parcels of land described as follows: LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted LOTS 1 THROUGH 17, BLOCK 1; TRACT DR1; BLOCK 2; LOTS 1 THROUGH 4, BLOCK 3; LOTS 1 AND 2, BLOCK 4; LOTS 1 THROUGH 13, BLOCK 5; BLOCK 6; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET; ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 39 ON PAGE 59. This plat does also hereby vacate THE EASEMENTS DEDICATED BY THE PLAT OF RIDGE VIEW ON FOSTER ADDITION AS RECORDED IN PLAT BOOK 39 ON PAGE 59. This plat does also hereby vacate THAT PORTION OF NORTH WALLACE STREET ORIGINALLY LABELED AS "STREET" IN PLAT BOOK 14 ON PAGE 25, ALSO LABELED AS "PREVIOUSLY DEDICATED RIGHT-OF-WAY" IN PLAT BOOK 39 ON PAGE 59.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of _____, 2024.

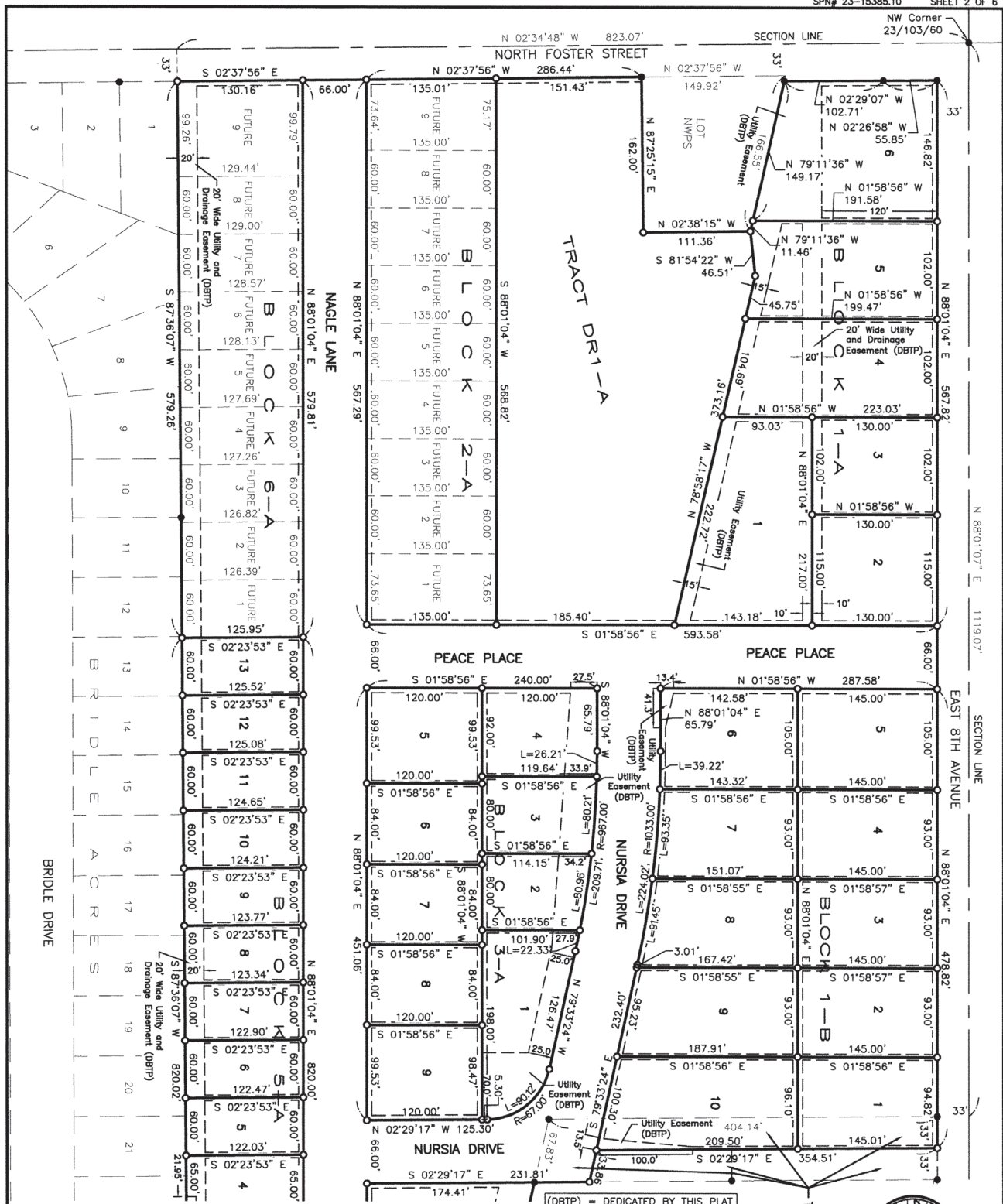
Registered Land Surveyor #SD6702

SPN

& Associates
 Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
 Phone: (605) 996-7761 Fax: (605) 996-0015





Easements dedicated by this plat unless otherwise shown and noted on the plat drawing:
 The entirety of Tract DR1-A is intended to be a drainage easement parcel along with 5' wide utility easements abutting streets.
 Block 2-A = 5' wide utility easements abutting streets.
 Block 6-A = 5' wide utility easements abutting streets and a 20' wide utility easement as shown and noted near the rear.
 Lots within Blocks 1-A, 1-B, 3-A, 4-A and 5-A:
 Sides of lots without streets unless otherwise shown and noted = 3' wide drainage easements.
 Rear of lots unless otherwise shown and noted = 5' wide drainage and utility easements.
 Lots abutting streets = 5' wide utility easements.

THAT PORTION OF NORTH
 WALLACE STREET BEING
 VACATED BY THIS PLAT



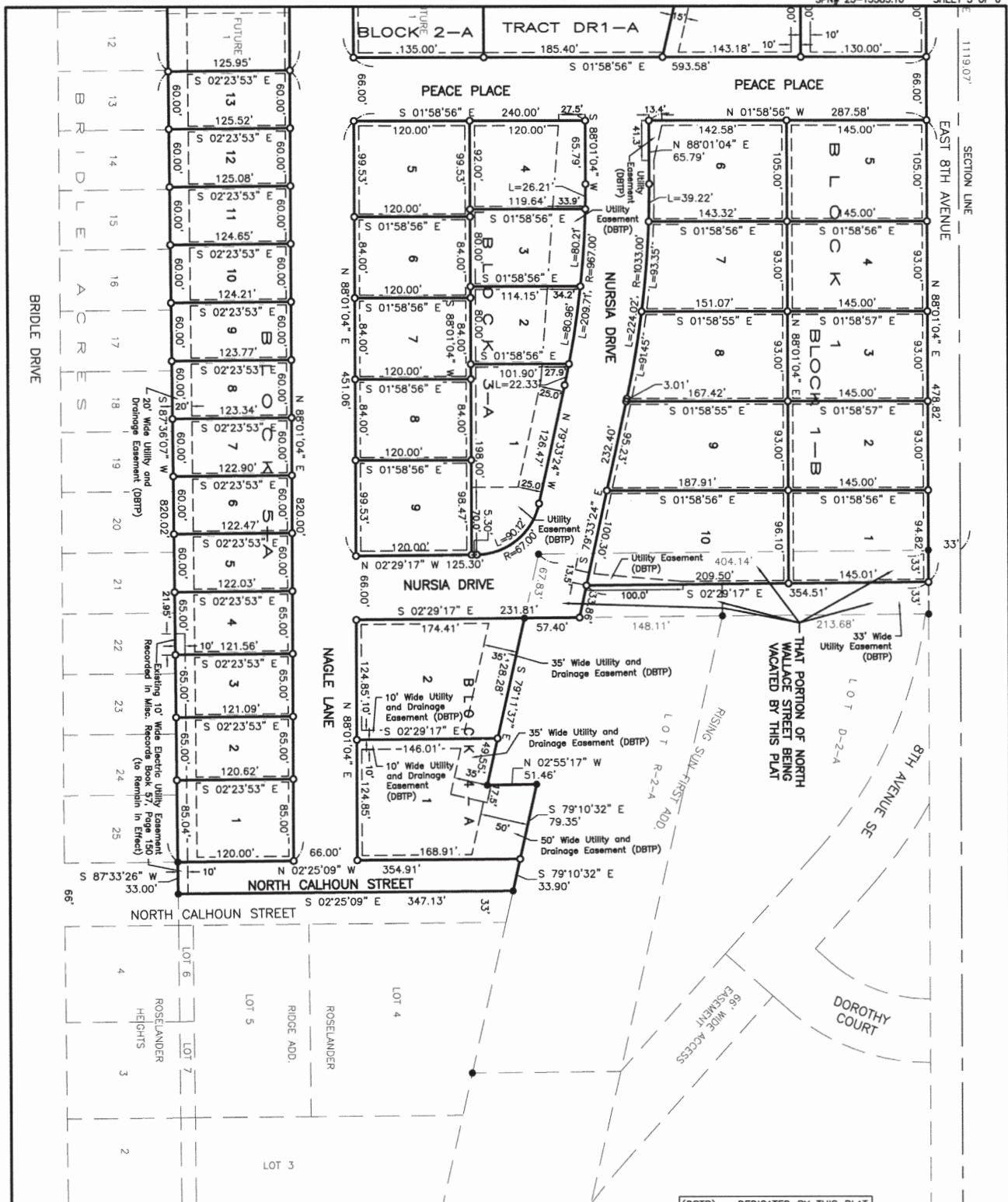
1 Inch = 100 Feet

A PLAT OF LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SPN

& Associates
 Engineers, Planners and Surveyors
 2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
 Phone: (605) 996-7761 Fax: (605) 996-0015





(DBTP) = DEDICATED BY THIS PLAT

Easements dedicated by this plat unless otherwise shown and noted on the plat drawing:

The entirety of Tract DR1-A is intended to be a drainage easement parcel along with 5' wide utility easements abutting streets.
 Block 2-A = 5' wide utility easements abutting streets.
 Block 6-A = 5' wide utility easements abutting streets and a 20' wide utility easement as shown and noted near the rear.
 Lots within Blocks 1-A, 1-B, 3-A, 4-A and 5-A:
 Sides of lots without streets unless otherwise shown and noted = 3' wide drainage easements.
 Rear of lots unless otherwise shown and noted = 5' wide drainage and utility easements.
 Lots abutting streets = 5' wide utility easements.



1 Inch = 100 Feet

A PLAT OF LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SPN

& Associates

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A PLAT OF LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer

CERTIFICATE OF COUNTY TREASURER

The undersigned hereby certifies that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of this office, have been fully paid.

Treasurer/Deputy Treasurer, Davison County

Date

DIRECTOR OF EQUALIZATION

The undersigned hereby certifies that a copy of the plat of LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

Director of Equalization/Deputy Director of Equalization

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
_____)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on
Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

By _____
Deputy

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



PLAT TO BE VACATED

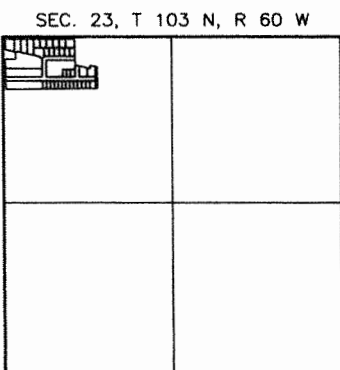
SPN# 23-15385.10 SHEET 1 OF 5



- LEGEND**
- = FOUND IRON MONUMENT
 - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
 - 100' (P) = PLATTED BEARING OR DISTANCE
 - 100' = MEASURED BEARING OR DISTANCE

PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GRID DISTANCES ARE SHOWN.



LOCATION MAP
SCALE: 1" = 3000'

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

1 Inch = 200 Feet

Block and Lot Acreage Breakdown:

Block 1:	255,541± SqFt / 5.87± Acres
Lot 1 =	18,250± SqFt / 0.42± Acre
Lots 2 Thru 6 =	13,000± SqFt / 0.30± Acre
Lot 7 =	23,205± SqFt / 0.53± Acre
Lot 8 =	20,894± SqFt / 0.48± Acre
Lot 9 =	19,230± SqFt / 0.44± Acre
Lot 10 =	24,240± SqFt / 0.55± Acre
Lot 11 =	22,325± SqFt / 0.51± Acre
Lot 12 =	10,472± SqFt / 0.24± Acre
Lots 13 Thru 16 =	10,400± SqFt / 0.24± Acre
Lot 17 =	10,325± SqFt / 0.24± Acre

Block and Lot Acreage Breakdown:

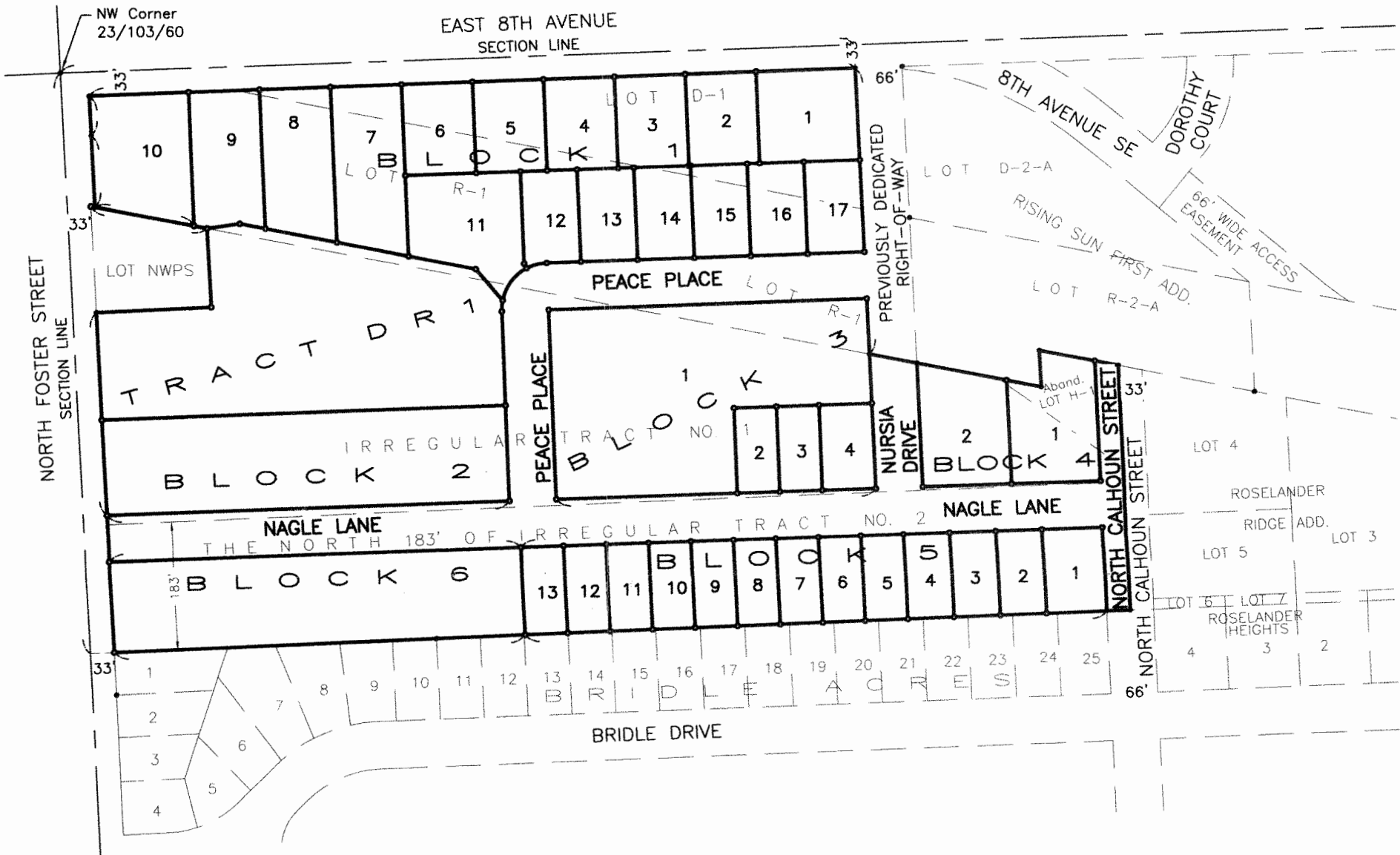
Tract DR1:	118,700 SqFt / 2.72± Acres
Block 2:	76,688± SqFt / 1.76± Acres
Block 3:	120,378± SqFt / 2.76± Acres
Lot 1 =	96,978± SqFt / 2.22± Acres
Lots 2 Thru 3 =	7,200± SqFt / 0.17± Acre
Lot 4 =	9,000± SqFt / 0.20± Acre
Block 4:	40,420± SqFt / 0.93± Acre
Lot 1 =	20,419± SqFt / 0.47± Acre
Lot 2 =	20,001± SqFt / 0.46± Acre

Block and Lot Acreage Breakdown:

Block 5:	100,840± SqFt / 2.31± Acres
Lot 1 =	10,229± SqFt / 0.24± Acre
Lot 2 =	7,855± SqFt / 0.18± Acre
Lot 3 =	7,886± SqFt / 0.18± Acre
Lot 4 =	7,917± SqFt / 0.18± Acre
Lot 5 =	7,334± SqFt / 0.17± Acre
Lot 6 =	7,361± SqFt / 0.17± Acre
Lot 7 =	7,387± SqFt / 0.17± Acre
Lot 8 =	7,413± SqFt / 0.17± Acre
Lot 9 =	7,439± SqFt / 0.17± Acre
Lot 10 =	7,465± SqFt / 0.17± Acre
Lot 11 =	7,492± SqFt / 0.17± Acre
Lot 12 =	7,518± SqFt / 0.17± Acre
Lot 13 =	7,544± SqFt / 0.17± Acre
Block 6:	74,212± SqFt / 1.70± Acres

Street Right-Of-Way Acreage Breakdown:

Nagle Lane =	92,395± SqFt / 2.12± Acres
Peace Place =	50,676± SqFt / 1.16± Acres
Nursia Drive =	12,008 SqFt / 0.28± Acre
North Calhoun Street =	11,585 SqFt / 0.27± Acre



A PLAT OF LOTS 1 THROUGH 17, BLOCK 1; TRACT DR1; BLOCK 2; LOTS 1 THROUGH 4, BLOCK 3; LOTS 1 AND 2, BLOCK 4; LOTS 1 THROUGH 13, BLOCK 5; BLOCK 6; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Avera Queen of Peace Hospital, a South Dakota nonprofit corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to October 1, 2023, survey those parcels of land described as follows: LOTS 1 THROUGH 17, BLOCK 1; TRACT DR1; BLOCK 2; LOTS 1 THROUGH 4, BLOCK 3; LOTS 1 AND 2, BLOCK 4; LOTS 1 THROUGH 13, BLOCK 5; BLOCK 6; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted IRREGULAR TRACT NO. 1, INCLUDING ABANDONED LOT H1, BUT SPECIFICALLY EXCLUDING LOT NWPS AND THE EAST HALF OF NORTH FOSTER STREET THEREIN; THE NORTH 183 FEET OF IRREGULAR TRACT NO. 2, EXCEPT NORTH FOSTER STREET THEREIN; LOT D-1 AND LOT R-1; ALL IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 1 ON PAGE 24 (IRREGULAR TRACTS NO. 1 AND 2), PLAT BOOK 6 ON PAGE 298 (LOT H1) AND IN PLAT BOOK 14 ON PAGE 25 (LOT D-1 AND LOT R-1).

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 27TH day of OCTOBER, 2023.

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

Registered Land Surveyor #SD6702





CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: Requested By:

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

The proposed amendment to the R2023-88 (the 2024 Compensation plan for the City of Mitchell) will change the number of authorized full-time patrol officers from 17 full-time positions to 19 full-time positions. The department currently has two open positions that they are in the process of filling. By authorizing the two additional positions, the department will be able to have more flexibility in scheduling shifts(even when future vacancies occur). We believe this will also lead to better recruitment efforts in the future.

The estimated cost impact of the change is shown below for the mid-year change. We have estimated that the costs in 2024 for adding the two additional positions will be covered through existing budgeted funds in the police department budget due to existing vacancies not yet filled in 2024 and the length of time to fill these positions after approval.

						One Time Equipment Purchases & Recruitment	Total
2024 (8 months)		Wages	SSI	SDRS	Insurance		
Patrol Officer		\$ 37,975.84	\$ 2,905.15	\$ 3,038.07	\$ 21,580.72	\$ 12,290.00	\$ 77,789.78
Patrol Officer		\$ 37,975.84	\$ 2,905.15	\$ 3,038.07	\$ 21,580.72	\$ 12,290.00	\$ 77,789.78
							\$ 155,579.56
Ongoing Costs		Wages	SSI	SDRS	Insurance	Total	
Patrol Officer		\$ 56,963.76	\$ 4,357.73	\$ 4,557.10	\$ 32,371.08	\$ 98,249.67	
Patrol Officer		\$ 56,963.76	\$ 4,357.73	\$ 4,557.10	\$ 32,371.08	\$ 98,249.67	
						\$ 196,499.34	
		2020	2021	2022	2023		
Expenses		Difference	Difference	Difference	Difference		
POLICE DEPARTMENT		\$ 99,897.66	\$ 272,024.60	\$ 345,882.05	\$ 449,238.37		

Staff recommends approval of the resolution.

RESOLUTION #R2024-21
A RESOLUTION AMENDING THE 2024 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL for FY2024 be amended as follows:

Status	Dept	<u>APPOINTED/ HIRED FULL TIME POSITIONS</u>	Wage Grade	FLSA
		Job Title		
	PD	Police Officer (17 FTE)	16	N
	PD	Police Officer (19 FTE)	16	N

Approved this _____ day of _____, _____.

Signed:

Mayor, City of Mitchell

ATTEST: _____
Finance Officer, City of Mitchell

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:	March 18, 2024	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Resolution #R2024-22 Setting Hearing and Appointing Appraisal Board for Exchange of Property Near 406th Avenue and Firesteel Creek		
Explanation/Background of Agenda Item Requested:	Action to Approve Resolution #R2024-22, Setting Hearing and Appointing Appraisal Board for Exchange of Property Near 406th Ave. and Firesteel Creek This item sets a hearing date and appoints an appraisal board for an upcoming proposed land swap transaction. The hearing will take place on April 1, 2024 at the regular scheduled City Council meeting. The land swap as proposed includes the City transferring 1.44 acres (Lot D) of land as shown on the attached exhibit and \$200,000 in exchange for 17 acres (Lot A) of land adjacent to Firesteel Creek as shown in the attached exhibit. The transfer will help facilitate future watershed projects. Staff recommends Council approval and to grant authorization for the Mayor to sign.		

RESOLUTION #R2024-22

**A RESOLUTION SETTING A HEARING AND APPOINTING APPRAISERS
FOR THE EXCHANGE OF REAL PROPERTY
IN THE AREA OF 406th AVENUE AND FIRESTEEL CREEK**

WHEREAS, the City of Mitchell owns a parcel of land near 406th Avenue and Firesteel Creek legally defined as:

Lot D of Fawn Creek Addition, a Subdivision of Previously Platted Lot No. 3 and of Irregular Tract No. 2 Within Lot No. 3 in the West ½ of the West ½ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota (Lot D)

WHEREAS Ralph E. and Pamela K. Kiner (Kiner) are the owners of certain property near 406th Avenue and Firesteel Creek legally defined as:

Lot A of Fawn Creek Addition, a Subdivision of Previously Platted Lot No. 3, in the West Half of the West ½ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota (Lot A)

WHEREAS the City of Mitchell and Kiner desire to exchange certain portions of the above-described properties; and

WHEREAS the proposed exchange would involve the City of Mitchell transferring to Kiner a sum of \$200,000.00 and the portion of land described as follows:

Lot D of Fawn Creek Addition, a Subdivision of Previously Platted Lot No. 3 and of Irregular Tract No. 2 Within Lot No. 3 in the West ½ of the West ½ of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota (Lot D)

WHEREAS the proposed exchange would involve Kiner transferring to the City of Mitchell the portion of land described as follows:

Lot A of Fawn Creek Addition, a Subdivision of Previously Platted Lot No. 3, in the West Half of the West ½ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota (Lot A)

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that, pursuant to SDCL 9-27-34.1, the following individuals shall be appointed to the appraisal board for the purpose of appraising the above-described City land to be transferred: Kevin Genzlinger, Jacob Sonne, Steve Schoenfelder.

BE IT FURTHER RESOLVED, that the City Council shall hold a hearing relative to the above-described exchange on April 1, 2024 at 6:00 PM in City Hall Council Chambers. Notice of hearing will be published at least 10 days in advance of the hearing in the local newspaper as required by law. Following the hearing, the City shall take such action as it deems appropriate relative to this proposed land exchange.

Adopted by the Mitchell, South Dakota City Council in regular session this 18th day of March, 2024, with:

_____ votes cast in favor of adoption,
_____ votes cast against adoption, and
_____ votes abstaining.

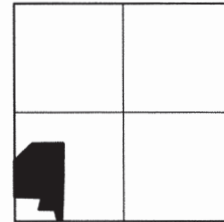
Robert B. Everson, Jr. – Mayor

(SEAL)

ATTEST:

Michelle Bathke – City Finance Officer

SEC. 31, T 104 N, R 60 W

LOCATION MAP
SCALE: 1" = 3000'

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

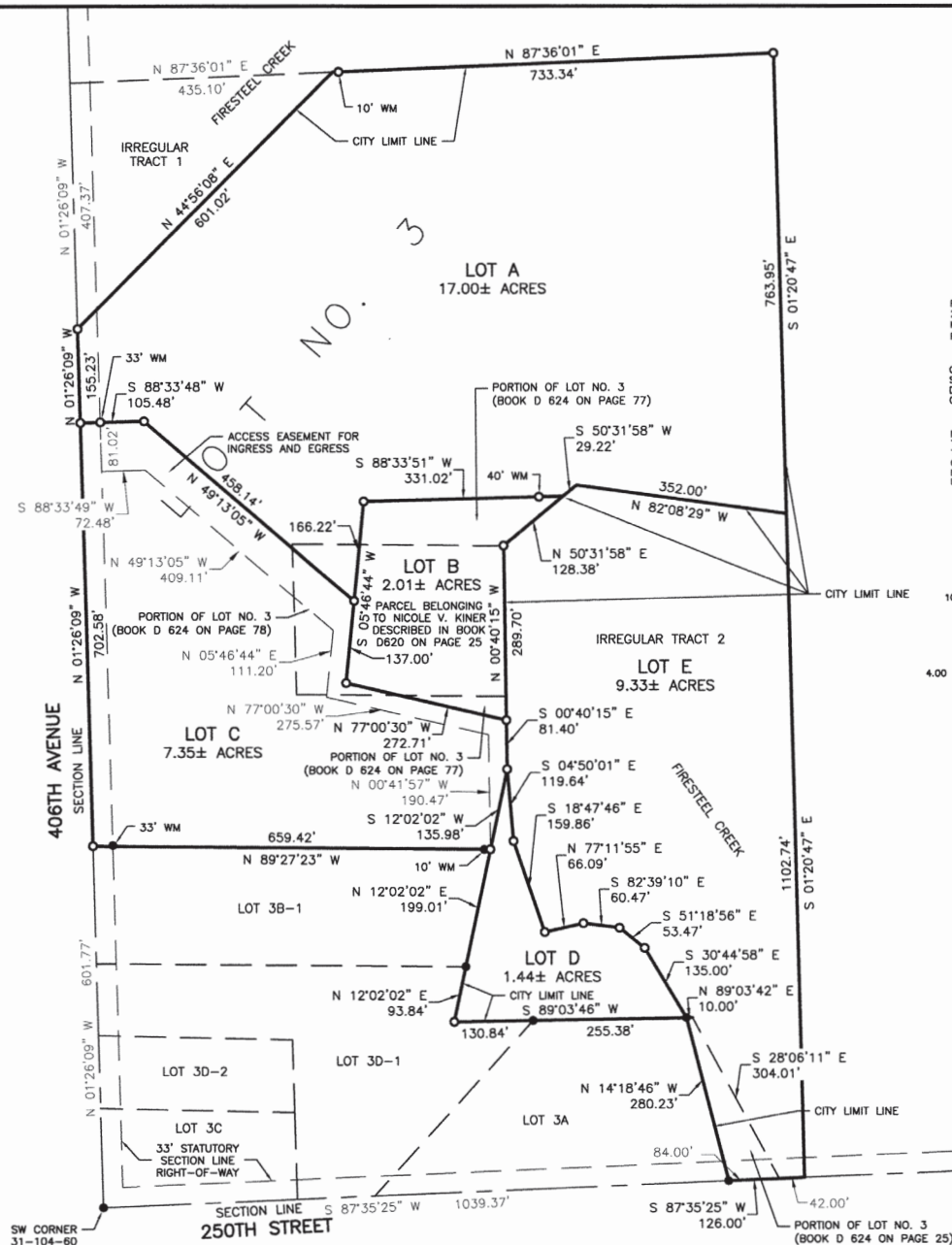
NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" x 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT



1 Inch = 200 Feet



A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of the owners as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under their direction for purposes indicated therein, I did on or prior to March 4, 2024, survey those parcels of land described as follows: LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of March, 2024.

Registered Land Surveyor #SD13714

SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301

Phone: (605) 996-7761

Fax: (605) 996-0015



A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, do hereby certify that we are the absolute and unqualified owners of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, ALL IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., A PORTION OF WHICH LIES WITHIN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at our request and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and we hereby dedicate to the public, for public use forever as such, the streets, if any, as shown or described on said plat; and that development of the land included within the boundaries of said Lots A, B, C, D AND E shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists 406th Avenue and 250th Street; and that an access easement shall be dedicated by this plat as shown. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Ralph E. Kiner, owner portions of Lot No. 3

Pamela K. Kiner, owner of portions of Lot No. 3

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Ralph E. Kiner and Pamela K. Kiner, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

Notary Public, South Dakota
My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

Nicole V. Kiner, owner of portions of Lot No. 3

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Nicole V. Kiner, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

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

Notary Public, South Dakota
My Commission Expires: _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

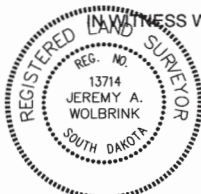
Robert B. Everson, Jr., Mayor
The City of Mitchell, South Dakota, a South Dakota municipal corporation, owner of Irregular Tract No. 2 within Lot No. 3, and a portion of Lot No. 3, described in Book D624 on Page 25

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Robert B. Everson, Jr., of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

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



SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

Notary Public, South Dakota
My Commission Expires: _____

A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of Mitchell City Planning Commission

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer of City of Mitchell

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of Davison County
Planning Commission



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Chairperson/Vice-Chairperson, Board of County Commissioners of
Davison County

AUDITOR'S CERTIFICATE

I do hereby certify that the above resolution was adopted by the Board of County Commissioners of Davison County, South Dakota, at a regular meeting held on _____, 2024, approving the above-named plat.

Auditor/Deputy Auditor, Davison County

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing/proposed approaches is hereby approved. Any change in the location of the existing/proposed approaches shall require additional approval.

By: _____ Title: _____ Date: _____
Highway Authority

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Treasurer/Deputy Treasurer, Davison County

Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOTS A, B AND C OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; AND LOTS D AND E OF FAWN CREEK ADDITION, A SUBDIVISION OF PREVIOUSLY PLATTED LOT NO. 3 AND OF IRREGULAR TRACT NO. 2 WITHIN LOT NO. 3, IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

Director of Equalization/Deputy Director
of Equalization, Davison County

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on
Page(s) _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

By _____
Deputy

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



