



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
May 20, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Grace Reformed**
- 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. Raffle Permits**
 - E. Purchase of Dump Chassis and Combo Dump Body/Sander from Previous City Bid Project #2024-18**
 - F. Purchase of Cemetery Mini Excavator Counterweight off of Sourcewell Contract using Contingency Funds**
 - G. JVCC Bingo Equipment Contingency Funding Request**
 - H. Surplus Ambulance From Fire/EMS To Be Traded In**
 - I. Authorization to Apply for South Dakota Department of Transportation Section 5311 and Title IIIB Grant Funds**
 - J. Change Order #2 to H&W Contracting, LLC for West Side Tower Schedule B Project #2021-03**
 - K. Set Date 1:30 P.M., May 28, 2024 for Bid Opening for Railroad and Main Sewer Improvements Project #2024-21**
 - L. Set date for June 3, 2024 for hearing and action on the application of the Exchange Club of Mitchell for a Special Event Malt Beverage & SD Farm Wine License located at Cadwell Park for August 6th thru August 18th, 2024 for the State Amateur Baseball Tournament**
 - M. Approval of Gasoline & Fuel Quotes**
 - N. Pay Estimates**
 - O. 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. Presentation of the 2024 Q1 Business and Economic Data Analysis Summary, a Collaborative Effort with Dakota Wesleyan University and the South Dakota Secretary of State

9. Hearing and Action on the following Alcohol License Applications

a. On the application to transfer RB-26966 Retail (on-off Sale) Malt Beverage & SD Farm Wine License from Lucky Clovers LLC, 720 South Montana to Lucky Clovers LLC, 909 North Main Street. Video Lottery is included.

b. On the application to transfer RB-26967 Retail (on-off Sale) Malt Beverage & SD Farm Wine License from Lucky Clovers LLC, 720 South Montana to Lucky Clovers LLC, 909 North Main Street. Video Lottery is included.

10. Action to Approve Applications for Renewal of Malt Beverage Licenses for 2024-2025

11. Action to Approve Special Event Permit Application For MAC Triathlon on Saturday, June 8th, 2024

- Street Closure(s)

The MAC Area Events Inc. is requesting that City Council waive the Special Event Permit fee, since they are a non-profit and continually working on community projects.

12. Action to Approve Special Event Permit Application For Palace City Pre-Sturgis Party on Thursday, August 1st, 2024

- Street Closure(s)
- Parking Lot Closure(s)
- Parade Permit with escort & closures
- Noise Permit
- Consumption Permit

The Palace City Pre-Sturgis Party is requesting that City Council waive all the permit(s)/license fees, as well as, all of the Park & Rec equipment fees (picnic tables/bleachers/etc.).

13. Action to Award Bid on Mitchell Regional Landfill Recycling Building Project #2021-30

- 14. Action to Approve Agreement #A2024-23, South Dakota Department of Transportation 5339 Grant Funds**
- 15. Action to Approve Resolution #R2024-31: A Resolution providing for a Public Hearing on the Creation of the Davison County Regional Rail Authority**
- 16. Action to Approve Resolution #R2024-32, Plat of Lot 5-A, a Subdivision of Lot 5 of North Maui's First Addition**
- 17. Action to Approve Resolution #R2024-33, Plat of Lot 4 of D. & D. Long's First Addition**
- 18. Action to Approve Resolution #R2024-34, Plat of Tract 1 of Blacksten Addition**
- 19. Action to Approve Resolution #R2024-35, Plat of Tract A and Tract B of Skinner's Addition**
- 20. Action to Approve Resolution #R2024-36, Plat of Lots 1, 2, and 3, and Trudeau Court, all in Trudeau Addition**
- 21. Adjourn**

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

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

**May 6, 2024
6:00 P.M.**

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

ABSENT:

PRESIDING: Mayor Bob Everson

AGENDA:

Mayor Everson removed Item G. Class A Golf Superintendent Golfing Access from consent agenda and placed on regular agenda.

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

- a. City Council Minutes
 - 1. City Council April 15, 2024
- b. Committee Reports
 - 1. Planning Commission April 8, 2024
 - 2. Planning Commission April 22, 2024 (unsigned)
- c. Automatic Supplements
 - 1. Parks-Sports Complex in the amount of \$2,612 from a donation of funds
- d. Raffle Permits
 - 1. Big Friend Little Friend with the drawing to be held on May 31, 2024 and July 31, 2024
 - 2. Mitchell Regional Habitat for Humanity with the drawing to be held on June 7, 2024
 - 3. Mitchell Regional Habitat for Humanity with the drawing to be held December 1-12, 2024
- e. Volunteer Board Appointment
 - 1. Appoint Stratton Havlik to the Housing & Redevelopment Commission to fill an unexpired term to run May 6, 2024-June 30, 2026
- f. Memorandum of Understanding with Mitchell (POD) Point of Dispensing
- h. Surplus items to be sold on Purple Wave-Finance
- i. Authorization to apply for the South Dakota Department of Health National Diabetes Prevention Grant
- j. Property Tax Abatement for 2023 tax year payable 2024 due to disabled veteran status
- k. Change Order #1 for Wastewater Treatment Headworks & Equalization Basin Project #2021-31 decreasing the contract amount by \$456,916.65 to PKG Contracting, adjust contract amount to \$15,339,983.36

- l. Set date of May 20, 2024 for hearing and action on the following applications
 1. Transfer RB-26966 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Lucky Clovers LLC, 720 South Montana to Lucky Clovers, LLC, 909 North Main Street Video Lottery is included and the license will be inactive.
 2. Transfer RB-26967 Retail (on-off sale) Malt Beverage & SD Farm Wine License from Lucky Clovers LLC, 720 South Montana to Lucky Clovers, LLC, 909 North Main Street Video Lottery is included and the license will be inactive.
- m. Set date 1:30 p.m., May 14, 2024 for bid opening for Landfill Recycling Building Project #2021-30
- n. Set date 1:30 p.m., May 22, 2024 for bid opening for North Harmon Sanitary Sewer Outfall Project #2023-08
- o. Pay Estimates May 6, 2024
 - Pay Estimate #35 in the amount of \$188.00 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
 - Pay Estimate #36 in the amount of \$1,929.69 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group
 - Pay Estimate #6-Final in the amount of \$36.03 for Norway/South Rowley Bike Path #2021-01 contracted to SD Department of Transportation
 - Pay Estimate #21 in the amount of \$450.00 for West Side Water Tower #2021-03 contracted to SPN & Associates
 - Pay Estimate #5 in the amount of \$15,476.28 for West Harmon Utility Improvements #2021-16 contracted to H&W Contracting
 - Pay Estimate #25 in the amount of \$15,040.20 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering
 - Pay Estimate #14 in the amount of \$515.00 for Recycling Building #2021-30 contracted to Helms & Associates
 - Pay Estimate #37 in the amount of \$31,372.00 for North Wastewater Improvements #2021-31 contracted to HDR Engineering
 - Pay Estimate #22 in the amount of \$452,564.19 for North Wastewater Improvements #2021-31 contracted to PKG Contracting
 - Pay Estimate #32 in the amount of \$245.00 for Highway 37 Utility Improvements #2021-45 contracted to SPN & Associates
 - Pay Estimate #33 in the amount of \$437.50 for Highway 37 Utility Improvements #2021-45 contracted to SPN & Associates
 - Pay Estimate #11 in the amount of \$500.00 for Street Department Fuel Tanks #2021-51 contracted to West Plains Engineering
 - Pay Estimate #15 in the amount of \$225,428.16 for WWTP Improvements #2022-01 contracted to HDR Engineering
 - Pay Estimate #13 in the amount of \$850.00 for 23rd & Ohlman Lift Station #2022-03 contracted to SPN & Associates
 - Pay Estimate #15 in the amount of \$1,480.00 for 1st & Main/7th & Main Signals #2022-08 contracted to HR Green
 - Pay Estimate #16 in the amount of \$562.50 for 1st & Main/7th & Main Signals #2022-08 contracted to HR Green

Pay Estimate #9 in the amount of \$1,602.50 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates
 Pay Estimate #10 in the amount of \$6,305.92 for West Harmon Watermain Loop #2023-07 contracted to SPN & Associates
 Pay Estimate #10 in the amount of \$12,050.14 for 12th/13th Avenue Watermain Loop #2023-08 contracted to SPN & Associates
 Pay Estimate #1 in the amount of \$258,707.38 for 12th/13th Avenue Watermain Loop #2023-08 contracted to Halme
 Pay Estimate #2 in the amount of \$5,266.75 for Water Distribution System Model #2024-37 contracted to AE2S
 Pay Estimate #2 in the amount of \$3,200.00 for BY Water Review contracted to BY Water District
 Pay Estimate #34 in the amount of \$3,719.63 for AIP '28 Airport ALP/Master Plan contracted to Helms & Associates
 Pay Estimate #2 in the amount of \$2,784.23 for AIP '32 Airport Hangar Design contracted to Helms & Associates

p. 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 MARCH 31, 2024 – APRIL 13, 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 \$14,355.53, Human Resources \$4,379.83, Municipal Building \$3,643.59, Information Technology \$3,286.77, Police \$80,413.43, Traffic \$4,824.06, Fire \$42,190.83, Street \$33,141.93, Public Works \$25,307.82, Cemetery \$5,476.14, Library \$18,802.38, Recreation & Aquatics \$7,135.48, Recreation Center \$19,802.68, Sports Complexes \$11,230.16, Parks \$13,597.39, Supervision \$6,441.15, Corn Palace \$21,025.90, E911 \$22,352.23, Palace Transit \$34,750.67, Nutrition \$4,620.60, Airport \$3,643.78, Water Distribution \$15,489.98, Sewer \$14,061.08, Recycling Program \$6,774.20, Waste Collection \$6,786.35, Landfill \$11,384.58, Golf Course \$6,294.84, Emergency Medical Services \$35,870.73

PAYROLL APRIL 14, 2024 – APRIL 27, 2024: City Council \$3,626.48, Mayor \$1,567.54, City Administrator \$6,369.23, Administrative Boards \$2,325.00, Attorney \$5,332.08, Finance \$14,486.78, Human Resources \$4,379.84, Municipal Building \$3,567.23, Information Technology \$3,286.77, Police \$79,466.46, Traffic \$5,226.37, Fire \$43,654.57, Street \$33,160.07, Public Works \$25,307.80, Cemetery \$6,068.04, Library \$18,880.12, Recreation & Aquatics \$7,034.46, Recreation Center \$19,498.90, Sports Complexes \$10,714.41, Parks \$18,151.90, Supervision \$6,441.15, Corn Palace \$19,313.58, E911 \$22,294.65, Palace Transit \$32,303.12, JVCC \$2,285.97, Nutrition \$4,627.18, Airport \$3,643.78, Water Distribution \$17,393.68, Sewer \$14,407.11, Recycling Program \$7,040.46, Waste Collection \$6,769.16, Landfill \$11,182.48, Golf Course \$6,341.65, Emergency Medical Services \$39,075.65

NEW HIRES:

CADWELL CONCESSIONS: Sydney Love-\$11.20, Madilyn Moon-\$11.20, Kyana Thomas-\$14.20, Taryn Thomas-\$11.70

CEMETERY: Andrew Gunnare-\$14.20, Dean Strand-\$14.20

CORN PALACE: Kennedy Eldeen-\$12.20, Madisyn Sheesley-\$12.70, Peightyn Sullivan-\$12.20

GOLF: Dylan Albrecht-\$13.20, Connor Kerkhove-\$13.20, Michael Shearer-\$14.70, Jaiden Walton-\$13.20

PALACE TRANSIT: Theresa Horsemanko-\$21.394, Kevin Kline-\$21.394

PARKS: Arnold Eldeen-\$14.20, Kevin Hughes-\$13.20, Ronald Jirsa-\$15.20, Chadwick Kendall-\$15.70, Steven Linke-\$15.20, Steve McClure-\$13.20, Vernon Stanga-\$13.20

RECREATION CENTER: Aaron Black-\$11.20, Alexandra Stange-\$12.70

SPORTS COMPLEXES: Tyson Johnson-\$13.20, Kenneth Mayer-\$14.20

SALARY ADJUSTMENTS:

FINANCE: Janice Peterson-\$28.507

FIRE: Abigail Squier-\$21.504

LANDFILL: Jaylon Tollefson-\$37.212

PARKS: Bradley Gates-\$29.651

POLICE: Niko Arnold-\$30.237, Kyle McLaughlin-\$36.841, Tyler Urban-\$30.841

PUBLIC WORKS: Joseph Galpin-\$32.088

RECYCLING: David Schulte-\$29.658

STREET: Nathan Hegg-\$35.074, Jason Tuttle-\$31.783, Mark Zard-\$25.813

WARRANTS: 301 Rodz, Car Show-\$1,500.00; A&B Business Solutions, Supplies-\$5,077.71; A-Ox Welding Supply, Supplies-\$96.84; AAA Lawn Care and Maintenance, Supplies-\$130.00; Accounts Management, Garnishment-\$623.15; ADBC Student Chapter, Hairball Stage Hands-\$1,000.00; Advanced Engineering and Environmental, 2024-37 P.E. #2-\$5,266.75; AFLAC, Aflac Withholding-\$11,171.32; AFSCME Council 65, Union Dues-\$1,066.90; Alexander Hennek, Reimbursement-\$50.00; Amazon Capital Services, Supplies-\$1,467.14; American Garage Door, Repair-\$291.84; Aramark, Service-\$331.87; Arctic Refrigeration, Repair-\$534.37; Associated Supply, Supplies-\$1,820.11; AT&T Mobility, Utilities-\$1,201.01; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$192.63; Automatic Building Control, Supplies-\$195.60; Avera Occupational Medicine, Service-\$2,695.00; B-Y Water District, Professional Service-\$3,200.00; Bailey Metal Fabricators, Supplies-\$87.82; Baker & Taylor, Books-\$486.75; Barr Engineering, 2021-20 P.E. #PH2-25-\$15,040.20; BBBB's of South Dakota, Supplies-\$418.00; Bechen Electric, Maintenance-\$114.80; Bender's Sewer Cleaning, Maintenance-\$600.00; Big Daddy D's, Contract Services-\$7,201.20; Blackstone Publishing, Audiobooks-\$162.39; Boyce Law Firm, Professional Service-\$165.00; Brian Daughters, Travel-\$176.06; Broad Reach, Books-\$428.89; Brooks Oil Company, Supplies-\$1,849.00; Butler Machinery, Supplies-\$451.25; C&B Operations, Supplies-\$1,675.53; Carquest Auto Parts, Supplies-\$250.30; Central Electric, Utilities-\$931.44; Century Link, Utilities-\$13.64; Chesterman, Supplies-\$1,243.40; CHS Farmers Alliance, Supplies-\$7,909.25; City of Mitchell, Golf Course Deductions-\$1,291.28; City of Mitchell, Recreation Deductions-\$2,486.90; CK Bicycles & Locks, Supplies-\$224.00; Clayton Moore, Travel-\$34.00; Cole Palmer, Reimbursed-\$65.68; Column Software, Advertising-\$1,708.33; Core & Main, Supplies-\$7,156.61; Core-Mark Midcontinent, Supplies-\$6,446.94; Corn Palace, Supplies-\$14.75; County Fair, Supplies-\$64.21; Dakota Fluid Power, Supplies-\$2,542.74; Dakota Heartland Development, 2024 2nd Quarter Allocation-\$6,250.00; Dakota Pump, Supplies-\$1,750.04; Dakota Supply Group, Maintenance-\$11,030.88; Dale Star, Reimbursement-\$502.96; Dance Expressions, Corn Palace Games-\$9,940.00; Darrington Water Conditioning, Rental-\$36.90; Davison County Register of Deeds, Deeds/Warranty-\$70.00; Davison County Treasurer, Supplies-\$26.70; Dean Knippling, Travel-\$28.00; Delta Dental Plan of South Dakota, Dental Insurance-\$15,799.30; Demco, Supplies-\$456.34; Department of Social Services, Child Support-\$1,267.38; Elfstrand's Ace Hardware, Supplies-\$282.44; ELO Prof, Annual Audit-\$20,815.62; Eric Hieb, Contract Services-\$10,072.13; ETIX, Ticketing Fee-\$684.11; Fastenal, Supplies-\$20.45; Fedex, Mailing-\$18.07; First National Bank Omaha, Supplies-\$6,503.12; Fisher Scientific, Supplies-\$214.62; Fleetpride, Supplies-\$568.98; GF Advertising Services, Supplies-\$122.50; Governors Inn Travelodge, Travel-\$154.00; Grainger, Supplies-\$62.03; Great Western Tire, Supplies-\$1,507.80; Guardrail Enterprises, Deposit Refund-\$2,000.00; H&W Contracting, 2021-16 P.E. #5-\$15,476.28; Halme, 2023-8 P.E. #1-\$258,707.38; Hampton Inn, Travel-\$1,596.00; Hawkins, Supplies-\$2,185.84; HDR Engineering, 2021-31 P.E. #37-\$256,800.16; Helms and Associates, 2021-30 P.E. #14-\$7,018.86; Henry Schein, Supplies-\$1,487.30; Houston Engineering, Professional Services-\$4,723.85; HR Green, 2022-8 P.E. #15-\$2,042.50; Hunter Heating & Cooling, Repair-\$240.15; Ican, Advertising-\$750.00; Identisys, Supplies-\$375.87; Info USA Marketing, Book-\$455.00; Infrastructure Design Group, 2020-20 P.E. #35-\$2,117.69; Ingram Library Services, Books-\$1,205.93; Innovative Office Solution, Supplies-\$399.53; Interstate Office Products, Supplies-\$109.16; Jaylon Tollefson, Reimbursement-\$34.00; JCL Solutions, Supplies-\$367.00; Jessica Pickett, Reimbursement-\$259.70; Joe Dolezal, Travel-\$179.63; John Hegg, Travel-\$54.88; Jones

Supplies, Supplies-\$1,464.04; Josh's Tools, Supplies-\$79.50; Kathy Kaye Foods, Supplies-\$3,916.80; Kay Park Recreation, Supplies-\$2,063.00; Kevin Roth, Travel-\$34.00; Kimball Midwest, Supplies-\$893.96; KMIT/KOOL 98, Advertising-\$979.80; Krohmer Plumbing, Repair-\$280.81; Lakeview Veterinary Clinic, Management-\$946.31; Lewis Family Drug, Supplies-\$39.96; Library Board of Trustees, Reimbursement-\$500.00; M&T Fire and Safety, Supplies-\$508.80; MAC Triathlon, Sports Authority Promotion-\$1,500.00; Make It Mine Designs, Supplies-\$130.50; Mark Jenniges, Reimbursement-\$80.00; Mary Ann Hafner, Refund-\$45.00; McLeod's Printing, Supplies-\$227.87; Menard's, Supplies-\$2,481.04; Michael J Koster, Reimbursement-\$28.00; Microsoft Corporation, Subscription-\$910.00; Midcontinent Communication, Utilities-\$16.50; Midwest Fire & Safety, Repair-\$55.00; Midwest Turf & Irrigation, Supplies-\$1,641.52; Millennium Recycling, Contract-\$577.45; Mitchell Animal Rescue, May 2024 Management-\$350.00; Mitchell Area Development, 2024 2nd Quarter Allocation-\$41,750.00; Mitchell Community Scholar, Round Up-\$1,828.04; Mitchell Iron & Supply, Supplies-\$840.08; Mitchell Main Street and Beyond, 2024 2nd Quarter Allocation-\$10,000.00; Mitchell Municipal Band, 2024 Allocation-\$11,000.00; Mitchell Power Equipment, Maintenance-\$52.00; Mitchell School District, Utilities-\$1,815.18; Mitchell Show Choir, Contract Services-\$2,743.53; Mitchell United Way, United Way Deductions-\$346.00; Mueller Lumber, Supplies-\$186.29; N-Able Technologies, Supplies-\$174.46; Napa Central, Supplies-\$664.11; Northwestern Energy, Utilities-\$55,191.47; Overdrive, Supplies-\$299.48; Pkg Contracting, 2021-31 P.E. #22-\$452,564.19; Porter Distributing, Supplies-\$1,023.15; Powderhorn Ranch Regulator, Sports Authority Promotion-\$3,000.00; Premier Pest Control, Maintenance-\$400.00; Qualified Presort, Postage-\$487.09; Quick Med Claims, Contract-\$2,252.94; Radiant Heat of South Dakota, Capital Improvements-\$11,387.00; Riverside Technologies, Supplies-\$5,166.00; Runnings Supply, Supplies-\$790.37; S&M Printing, Supplies-\$73.60; Sage Publications, Book-\$350.08; Sanford Health Mitchell, Supplies-\$175.00; Sanford USD Medical Center, Training-\$3,480.00; Sanitation Products, Supplies-\$589.72; Schmucker, Paul, Nohr, 2021-3 P.E. #21-\$21,941.06; Schoenfelder Portables, Rentals-\$1,080.00; Schumacher Elevator, Maintenance-\$234.63; South Dakota Department of Transportation, 2021-1 P.E. #6-Final-\$36.03; South Dakota Municipal League, Training-\$465.00; South Dakota Retirement System, Retirement Contributions-\$122,589.60; South Dakota-Supplemental Retirement, Supplemental Retirement-\$5,789.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,992.00; Secretary of State, Notary Fee-\$30.00; Siteone Landscape Supply, Supplies-\$1,753.97; Stan Houston Equipment, Maintenance-\$163.66; Standard Insurance, Life Insurance-\$2,711.48; Standard Insurance, Life Insurance-\$427.92; Sturdevants Auto Value, Supplies-\$4,226.29; Subway, Meals-\$39.95; Sun Gold Sports, Supplies-\$682.00; Tahoe, Supplies-\$1,923.97; Teamsters Local No. 120, Union Dues-\$1,593.00; Tempo Soccer Club, Sports Authority Promo-\$2,500.00; Thomas L Price, Screening-\$350.00; Thune True Value & Appliance, Supplies-\$410.62; Titan Machinery-Application, Maintenance-\$109.65; Titan Machinery-Mitchell, Supplies-\$497.47; TK Electric, Maintenance-\$4,650.10; TMA Stores, Repair-\$540.33; Tylor Peterson, Travel-\$54.00; Upper Midwest Garage Door, Supplies-\$1,520.40; USA Bluebook, Supplies-\$286.66; Van Wall Equipment, Maintenance-\$39.49; Verizon Wireless, Utilities-\$360.09; Vern Eide Chevrolet GMC, Supplies-\$81.02; Village Bowl, Rental-\$1,200.00; Walmart/Capital One, Supplies-\$515.88; West Plains Engineering, 2021-51 P.E. #11-\$500.00; Wisconsin Child Support, Garnishment-\$791.16; Xtreme Fire Protection, Professional Service-\$350.00; Zimco Supply, Supplies-\$16,864.00;

South Dakota Department of Revenue, Sales Tax Payment-\$21578.73; Ellwein Brothers, Supplies-\$1616.50; US Bank, Bond Payment-\$128,351.94; Ellwein Brothers, Supplies-\$4304.05.

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

CITIZENS INPUT:

Council Member Dan Sabers spoke on behalf of Mitchell Main Street & Beyond and stated First Fridays held on May 3rd was a huge success.

Karen Pooley of the Mitchell Food Pantry stated they distributed 211 Easter boxes each worth \$76.24 and the event went smoothly.

Manny Guevara had a recorded message and spoke about all of the many memories he has had on Lake Mitchell now and growing up.

Mayor Everson presented a proclamation for Economic Development Week May 6th-10th to Mitchell Area Development Corporation and thanked the organization for all that they do.

Council Member Kevin McCardle asked Corn Palace Director Doug Greenway about the festival entertainment. Greenway stated Thursday night Scotty McCreery is performing and Skillet is performing on Saturday night. Friday night of festival week there will be a Battle of the Bands.

Joe Kippes of Friends of Firesteel stated there will be an Open House at Valley View Vista on May 7th and a lake information meeting on May 9th in Council Chambers.

Council Member Tim Goldammer stated there will be a candidate and issue forum on Tuesday, May 14th at Dakota Wesleyan.

BOARD OF ADJUSTMENT:

Moved by Goldammer, seconded by Barington, 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 Adam Koch for a side yard variance of 3' vs 8' to build a 26' x 68' attached garage located at 2212 Kelly Drive, legally described as Lot 1 except the W 150', Country Living Estates in the NE ¼ of Section 14, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The property is zoned UD Urban Development. The Planning Commission recommended approval of said application. Moved by McCardle, seconded by Sabers, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Michael and Delana Krause for a variance for a combination of attached and detached accessory buildings of

2,716 square feet vs 2,000 square feet to build a new detached accessory building of 2,040 square feet located at 1020 Chalkstone Drive, legally described as Lot 1, Block 1, Northridge Park, City of Mitchell, Davison County, South Dakota. The property is zoned R1 Single Family Residential District. The Planning Commission recommended approval of said application. Moved by Sabers, seconded by Tjarks, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Chuck Stevenson for a variance for a combination of attached and detached accessory buildings of 4,216 square feet vs 2,000 square feet to build a new detached accessory building of 3,312 square feet located at 114 South Harmon Drive, legally described as Lots 4 & 5A, Block 3 and that portion of vacated Indian Head Drive, all in Indian Head Second Addition, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District. The Planning Commission recommended approval of said application. Moved by Smith, seconded by Barington, to approve said application. 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.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Tjarks, to approve Class A Golf Superintendent golfing access at Lakeview Golf Course. Motion carried.

Moved by Tjarks, seconded by Barington, to approve a Special Event Application for the Corn Palace Stampede Rodeo Parade on Saturday, July 20, 2024 and approve waiving the street and parking lot closure fee. Motion carried.

Moved by Tjarks, seconded by Sabers, to approve a Special Event Application for VFW Post 2750 Annual Chili Cook-Off on Saturday, October 12, 2024 and approve waiving the street/ parking lot closure fee and the Park & Rec picnic table fee (1 table). Motion carried.

Moved by Tjarks, seconded by Goldammer, to approve changing the handicap sign to a 15-minute parking sign 8-5 Monday through Friday in the 100 block of East 3rd. Motion carried.

Moved by Sabers, seconded by Barington, to approve two new street lights in the 7th and Rowley parking lot. Motion carried.

AWARD BID:

Bids were opened and read on Paving & Overlay Project #2024-15 on the 1st day of May, 2024. Moved by Smith, seconded by Bathke, to award, as follows:

PAVING & OVERLAY PROJECT #2024-15

Commercial Asphalt, 25254 413th Avenue, Mitchell, SD 57301

Bid Schedule A	\$619,316.20
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Bid Schedule B	\$70.00/ton
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Motion carried.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Sabers, to approve Agreement #A2024-19, Settlement Agreement with Puetz Design + Build on plaster and indoor pool shell in the amount of \$120,342.21. Motion carried.

Moved by Sabers, seconded by Smith, to approve Agreement #A2024-20, Permanent Easement with Sandventure, LLC for North Harmon Sanitary Sewer Outfall. Motion carried.

Moved by Tjarks, seconded by Barington, to approve Agreement #A2024-21, Permanent Easement with CJM Consulting, Inc. for North Harmon Sanitary Sewer Outfall. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Agreement #A2024-22, Equitable Sharing Agreement and Certification. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by Sabers, to approve Resolution #R2024-29, Plat of Lots 5-A and 5-B, a subdivision of Amoco Irregular Tact, as follows:

RESOLUTION #R2024-29

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 22nd day of April, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 5-A AND 5-B, A SUBDIVISION OF AMOCO IRREGULAR TRACT IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 27, T 103 N, R 60 W OF THE 5TH P.M., 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 LOTS 5-A AND 5-B, A SUBDIVISION OF AMOCO IRREGULAR TRACT IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 27, T 103 N, R 60 W OF THE 5TH P.M., 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.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Sabers, to approve Resolution #R2024-30, Creating Tax Incremental District 34 and Approving Project Plan, as follows:

RESOLUTION R2024-30

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

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty-Four (TID 34) and to define the district's boundaries; and

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

WHEREAS, the City of Mitchell Planning Commission held a hearing on April 22, 2024 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

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

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of May 6, 2024, the City of Mitchell Tax Incremental District Number Thirty-Four (TID 34). TID 34 is legally described as follows:

Lot 1 of Finley First Addition to the City of Mitchell, Davison County, South Dakota.

with a map showing said boundaries included in the Project Plan presented to Council on May 6, 2024.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 34 was held on April 22, 2024.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:

- a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
 - b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 34;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 34 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 34 includes information satisfying each of the 6 requirements contained therein; and
 - e. The plan is feasible and in conformity with the master plan of the City.
 - f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
 - g. TID 34 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.
5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Thirty-Four Fund (TID 34 Fund).
7. All tax increments collected pursuant to TID 34 shall be deposited into the TID 34 Fund.
8. All funds in the TID 34 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
10. The project plan is on file with the City of Mitchell Finance Officer.
11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Sabers, seconded by McCardle, to place Ordinance #O2024-04, Rezoning a portion of Lot 1 and Lot 10, Block 1-B, Ridge View on Foster Addition from UD Urban Development District to R3 Medium Density Residential District; a portion of Lots 6 through 10, Block 1-B, Ridge View on Foster Addition from R4 High Density Residential District to R3 Medium Density Residential District; a portion of Trac DR1-A, Ridge View on Foster Addition from R3 Medium Density Residential District to R4 High Density Residential District on second reading. Motion carried.

Moved by Smith, seconded by Tjarks, to adopt Ordinance #O2024-04, Rezoning a portion of Lot 1 and Lot 10, Block 1-B, Ridge View on Foster Addition from UD Urban Development District to R3 Medium Density Residential District; a portion of Lots 6 through 10, Block 1-B, Ridge View on Foster Addition from R4 High Density Residential District to R3 Medium Density Residential District; a portion of Trac DR1-A, Ridge View on Foster Addition from R3 Medium Density Residential District to R4 High Density Residential District, as follows:

ORDINANCE NO. O2024-04

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Portion of Lot 1 and Lot 10, Block 1-B, Ridge View on Foster Addition in the NW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from UD Urban Development District to R3 Medium Density Residential District;

Portion of Lots 6 through 10, Block 1-B, Ridge View on Foster Addition in the NW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from R4 High Density Residential District to R3 Medium Density Residential District;

Portion of Trac DR1-A, Ridge View on Foster Addition in the NW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from R3 Medium Density Residential District to R4 High Density Residential District;

AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS, Lot 1 and Lot 10, Block 1-B, Ridge View on Foster Addition in the NW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from UD Urban Development District to R3 Medium Density Residential District;

Portion of Lots 6 through 10, Block 1-B, Ridge View on Foster Addition in the NW ¼ of Section 23, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from R4 High Density Residential District to R3 Medium Density Residential District;

Portion of Trac DR1-A, Ridge View on Foster Addition in the NW ¼ of Section 23, T 103 N, R

60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from R3 Medium Density Residential District to R4 High Density Residential District;

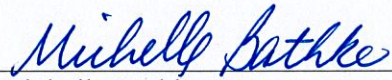
AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

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

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
April 22, 2024

1. Call to Order

Chairperson Larson called the April 22, 2024 City Planning Commission Meeting to order at 12:06 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, Larson, Osterloo, Schmitz, Sonne.

Absent: Doescher, Havlik, Jirsa.

Staff Present: Jenniges, J Johnson.

3. Declaration Of Conflicts Of Interests

Genzlinger item #8.

Sonne item #10.

4. Approve Agenda

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

5. Approval of Previous Minutes: April 8, 2024

Motion by Genzlinger, seconded by Schmitz to approve the proposed minutes of the April 8, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: May 13, 2024

Motion by Genzlinger, seconded by Osterloo to set the date for the next Planning Commission Meeting for May 13, 2024. All present voting aye; motion carried.

7. Variance Permit: Adam Koch

Adam Koch has applied for a Variance Permit for a side yard setback of 3' vs 8' to build a 26' wide by 68' deep attached garage; located at 2212 Kelly Drive, legally described as Lot 1 Except the W 150', Country Living Estates in the NE ¼ of Section 14, T 103 N, R 60 W of the 5th PM., 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. The applicant applied for and was approved for the 3' side yard setback in 2020, but due to Covid-19 and lumber prices rising, it was never built in the two years allotted. Jenniges also pointed out the subtle change in dimensions in total depth as well as pulling the garage forward a little further from his previous application. The applicant is using a single door to conserve the width of a garage. Also, the depth will have enough room to store his boat and other vehicles and equipment by being 68' deep. The applicant was not present to answer questions.

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

8. Variance Permit: Michael & Delana Krause

Michael & Delana Krause have applied for a Variance Permit for a combination of attached and detached accessory buildings of 2,716 square feet vs 2,000 square feet to build a new detached accessory building of 2,040 square feet; located at 1020 Chalkstone Dr, legally described as Lot 1, Block 1 Northridge Park, City of Mitchell, Davison County, South Dakota. The said real property is zoned R1 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 five letters/emails received, one that had some questions but later sent an email for approval, so in the end four neighbors sent letters of approval. Jenniges stated the applicant would like to build a new detached accessory building containing a front portion that would be a garage, the middle portion would be a shop and a rear portion that would be storage for yard equipment. If the variance is approved, they would reside their house to match the new detached accessory building. The existing attached garage does not have enough storage for their needs. Jenniges did note that covenants were brought up in one of the responses. He also noted the city does not regulate covenants for developments, that is on the board created by the covenants. The applicant was present to answer questions.

Michael Krause said they talked to all the neighbors and Storm's would like the accessory bundling to be built back at 35' instead of 25' for the front yard setback to which they have no issue appealing their neighbors request. He also noted the covenants do not pertain to the size of the shed, rather the materials being used to construct them.

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

9. Variance Permit: Chuck Stevenson

Chuck Stevenson has applied for a Variance Permit for a combination of attached and detached accessory buildings of 4,216 square feet vs 2,000 square feet to build a new detached accessory building of 3,312 square feet; located at 114 S Harmon Dr, legally described as Lots 4 & 5A, Block 3 and that portion of vacated Indian Head Drive, all in Indian Head Second Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one letter received in favor. Jenniges went over the

layout of the new proposed detached accessory buildings that will be built into one structure essentially. He noted the applicant is planning to use a two-toned metal appearance or possibly a brick veneer on the bottom front face. Also, he is thinking about placing a cupola on the top to dress it up. The applicant was present to answer questions.

Chuck Stevenson said he currently owns a couple of other sheds, one being on Sam Street and one being behind South Harmon Dr. He would like to sell those two sheds and would actually be downsizing from what he currently has for storage. He would like to have all of his belongings at his house instead of spread around at other locations.

Motion by Genzlinger, seconded by Sonne to recommend approval of the variance. All present voting aye; motion carried.

10. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #34

Jenniges gave an overview of the area and the plat that was previously approved, it is the Make-it-Mine area. A notice was published in the official newspaper. The applicant will be moving ABRA bodyshop to this location.

Johnson gave an overview of the TIF stating this follow closely to TIF 33. City staff had done an initial review and the applicant updated their application based on the review. Johnson noted this TIF meets the city's TIF handbook requirements as well as state requirements. This TIF is a grant pass through and does not go against the city's debt capacity.

Motion by Genzlinger, seconded by Schmitz, to set the boundaries for TIF District #34 to include the following:

Plat of Lot 1 of Finley First Addition to the City of Mitchell, Davison County, South Dakota.

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

Motion by Schmitz, seconded by Genzlinger to approve the project plan and recommend approval of TIF District #34. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – absent, Larson – aye, Osterloo – aye, Schmitz – aye, Sonne – abstain. 4 aye, 0 nay, 1 abstain, 2 absent; motion carried.

11. Plat: Lots 5-A and 5-B, a subdivision of Amoco Irregular Tract in the North 1/2 of the SE 1/4 of Section 27, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Eight West LLC

Jenniges gave an overview of the area. This is around Super 8 Hotel. It is zoned Highway Business and all the setbacks from the new plat are met. There is an ingress/egress easement to get to 5-B across 5-A. Paul Keipke of SPN was present to answer any question on behalf of the owner.

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

12. Discussion Item Only: 10-4-4-Similar Uses-Shipping Container Storage Units

Jenniges said an individual in town as requested to place shipping containers on his property and rent them out as storage containers. The individual noted that this is being done in other towns. After discussion internally, it was decided this item should be brought in front of this board to discuss 10-4-4: Similar Uses. The definitions of Self-Service Storage Facility, Outside Commercial Storage and Outside Storage were looked at and discussed. Also, the location for zoning where these containers could/would be used was discussed as well. Using them as part of a business for storage vs renting them out for others to store their belongs in them as part of a business was also discussed. After discussion of the different definitions, the board felt a new definition should be created for these shipping containers and then look at what zoning they should be placed in for permitted or conditional use. Also the board requested to have staff reach out to other entities to see how they are regulating them.

13. Other Business:

None.

14. Public Input:

None.

15. Adjourn

Chairperson Larson adjourned the meeting at 12:39 P.M.



Jay A. Larson
Planning Commission Chairperson



Planning Commission
City Council Chambers, City Hall, 612 N. Main Street
May 13, 2024

1. Call to Order

Chairperson Larson called the May 13, 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, Larson, Osterloo, Sonne.

Absent: Havlik, Jirsa, Schmitz.

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

Motion by Genzlinger, seconded by Osterloo to approve the amended agenda. All present voting aye; motion carried.

5. Approval of Previous Minutes: April 22, 2024

Motion by Sonne, seconded by Osterloo to approve the proposed minutes of the April 22, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: May 28, 2024

Motion by Genzlinger, seconded by Sonne to set the date for the next Planning Commission Meeting for May 28, 2024. All present voting aye; motion carried.

7. Plat: Lot 5-A, a subdivision of Lot 5 of North Maui's First Addition, a subdivision of Lot 4 in the East 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Scott Palmer

Jenniges noted this is outside the city limits but within the ETJ, so it's still the City of Mitchell zoning authority. The applicant is subdividing his existing parcel to build a residence on and the bank is requesting that it be on a separate parcel to the shed. Davison County Planning Commission has heard and approved it already. The County Commission will hear about it on May 14, 2024. The applicant was not present to answer questions.

Genzlinger inquired about the condition of Sara Ave. Jenniges replied that it is an unimproved gravel ROW, and it is the developers' responsibility to maintain the road.

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

8. Plat: Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota; as requested by Longs

Jenniges noted this is outside the city limits but within the ETJ, so it's still the City of Mitchell zoning authority. The applicant is parceling off a piece of property to sell for a residence to be built on. Davison County Planning Commission has heard and approved it already. The County Commission will hear it on May 14, 2024. The applicant was present to answer questions.

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

9. Plat: Tract 1 of Blacksten Addition in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 2, Township 102 North, Range 60 West of the 5th P.M., Davison County, South Dakota; as requested by Scott Blacksten

Jenniges noted this is outside the city limits and the ETJ but within 3 miles of the city limits, so the city has to approve of the plat as well. The zoning authority is Davison County. The land is currently described by measurements, so a building permit can not be obtained per county ordinance. They are platting it to come in compliance with the ordinance. Any variances required will only be heard by the county. Davison County Planning Commission has heard and approved the plat. Davison County Commission will hear it on May 14, 2024. The applicant was not present to answer questions.

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

10. Plat: Tract A and Tract B of Skinner's Addition, in the SW 1/4 of Section 14, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Loren & Suzanne Skinner

Jenniges noted this is outside the city limits and the ETJ but within 3 miles of the city limits, so the city has to approve of the plat as well. The zoning authority is Davison County. The applicant is subdividing his existing parcel for his son to build on the new parcel. The bank is requiring the land to be built on be in the son's name. The existing shed where the property lines meet has been removed. Any variances required will only be heard by the county.

Davison County Planning Commission has heard and approved the plat. Davison County Commission will hear it on May 14, 2024. The applicant was not present to answer questions.

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

11. Plat: Lots 1, 2, and 3, and Trudeau Court, all in Trudeau Addition in the East 1/2 of

the SW 1/4 of the SE 1/4 of Section 3, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Ray & Rhonda Trudeau

Jenniges noted this is outside the city limits and the ETJ but within 3 miles of the city limits, so the city has to approve of the plat as well. The zoning authority is Davison County. The applicant is platting off three lots for his children to build on and a road. Davison County LEPC has approved the road name. There is floodplain in this area, but they will be building outside of it as per Davison County ordinance. Any variances required will only be heard by the county. There is a drainage easement between lots 1 and 2 for the abutting subdivision to drain their water across the land down to the creek. Davison County Planning Commission has heard and approved the plat. Davison County Commission will hear it on May 14, 2024. The applicant was not present to answer questions.

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

12. Plan Approval: Sandbox Ventures, 715 S Rowley St, zoned Highway Oriented Business

Jenniges noted the applicant would like to build a spec commercial building, similar to Danny Prom on S Burr St. It will be a metal building that has to be structurally stamped because it is over 50' wide. It meets setbacks for Highway Oriented Business. There will be off-street parking on the south side of the building. Neighbors can request a privacy fence be built at the applicants expense. The applicant has a purchase agreement for the property with the condition the board approves the plan. Jenniges gave the history of the rezone as well as the two prior plan approvals that were approved but never built.

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

13. Other Business:

None.

14. Public Input:

None.

15. Adjourn

Chairperson Larson adjourned the meeting at 12:16 P.M.

Jay A. Larson
Planning Commission Chairperson



Community Services Board
City Council Chambers, City Hall, 612 N. Main Street
May 9, 2024

1. Call To Order

Jay Larson called the May 9th, 2024 Community Services Advisory Board Meeting to order at 10:00am.

2. Roll Call

Members Present: Jay Larson, Wendy Linke, Cole Morgan, Sarah Beckstrom, Kristi Bitterman, Al Jacklin, and Jan Quenzer

Members Absent: Tonya Klingaman

Ex-Officio Member Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of Agenda

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

4. Approve Minutes From Previous Meeting

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

5. Emergency Preparedness

Jessica attended the South Dakota Health Care Coalition Meeting with other health care providers. They discussed ways to prepare the community for any disaster. Jessica shared how we could help with Palace Transit and the Adult Nutrition Program. The process would have to start with a MOU with health care providers in the community.

6. Transit Software Procurement

Palace Transit has been approved for the Dispatch Software Procurement process. We have received the grant for the software, and the budget has been approved. The process will be a Micro Purchase, so we can start to collect bids for the Transit Software Program. The Independent Cost Estimate (ICE) was used to compare software programs that suit our operation. If the lowest bid does not meet our needs, then the RFP process will be used.

7. Transit 5311 Grant Application

The Transit 5311 grant covers operating and administrative expenses. This year the process is

all done online using Black Cat. The grant is due by June 3rd, which is sooner than normal. Motions was made by Al Jacklin second by Kristi Bitterman for approval to apply for the 5311 Grant. All members present voting aye, motion carried.

8. Title III B Update

The Title III B funds are used by the Adult Nutrition Program and Palace Transit. The Older American Act (OAA) final rule compliance will be out October 25th, 2024, which will include new prioritizations.

9. New Hires

Palace Transit is now close to being fully staffed. The full-time, 30-hour, and two part-time driver's positions have been filled. We have also hired a part-time Nutrition Site Coordinator for Cathedral Squares. Palace Transit has been able to go back to pre-COVID hours.

10. United Way Agency Presentation

This year United Way has chosen the Mitchell Volunteer Program (MVP) for an agency interview. The interview is scheduled for May 22nd at DWU. Every year they pick different agencies to interview.

11. Nutrition Amendment

The current Adult Nutrition contract was going to be around \$15,000 short if our counts stayed on the current path. We applied for an amendment to the contract and, \$14,998.84 was awarded to get us through the fiscal year.

12. Nutrition Contract

We received the contract for the Adult Nutrition Program today, and it shows we were awarded \$303,459.20 for the upcoming fiscal year. This is an increase of approximately 11 cents per meal. The upcoming fiscal year will run from June 1st, 2024 to September 30th, 2025, and after that it will run from October to September.

13. Nutrition Meeting

Jessica attended the Adult Nutrition Provider Meeting in Sioux Falls a couple of weeks ago. This is the first one since 2019. They discussed the LTSS Rate Study which suggests a \$3.50 meal rate reimbursement for all sites. The average cost of a meal is \$8.00-\$9.00. Other changes to the contract were also discussed. It was suggested that they get a lobbyist to represent them and push for the 6 million dollars needed to provide full compensation for the meals. A grant would be used to fund the lobbyist. Another discussion point was where the unused contract money goes when the projections were not met.

14. Nutrition Audit

A Subrecipient Monitoring Desk Review of the Adult Nutrition Program records for June 1st, 2023-March 31st, 2024 was conducted by the state. There were no findings during their audit.

15. Parkston Nutrition Site

At the last meeting, the board members were told that there were going to be new owners of the Overtime restaurant in Parkston, and they were still going to continue to do the Adult Nutrition Program. That did not happen and there were some days in April when meals were not provided in Parkston until they could find a new cook. They are now back to serving five days a week.

16. JVCC Bingo Board

The flash board for bingo is not repairable, and was taken down. The bingo computer is temporarily hooked to the TV until we can purchase a new bingo computer. JVCC has \$890.77 in reserve funds and the cost of the computer would be \$2,861.35. We will have to ask for supplemental funds from City Council to purchase the computer. We are in the process of getting quotes for a TV or a projector. Motion was made by Sarah Beckstrom second by Al Jacklin for approval to ask City Council for a Supplemental Appropriation. All members present voting aye, motion carried.

17. Citizens Input

No citizens input to record.

18. Department Reports and Updates

A. Palace Transit

The year-to-date Ridership Report for February and March was given to the board members. The report breaks down the rides by special emphasis on elderly riders, handicap riders, school-age riders, and general public riders. The results are then compared to last year's ridership results. The ridership has increased on both rides and miles.

B. Adult Nutrition

Board members were given the March and April Nutrition Reports. We are up 2,068 meals to our projections for the fiscal year and up 1,792 meals compared to last year at this time. We have distributed 6,671 second meals and 3,438 Dine Card meals since June 2023. The total of eligible & non-eligible meals served for this fiscal year is 45,763 meals.

C. Mitchell Volunteer Program

We currently have 157 volunteers enrolled in the Mitchell Volunteer Program. The report given to board members shows the non-profits in the community that the volunteers helped with in March and April. We are always looking for more volunteers and volunteer opportunities.

D. James Valley Community Center

The JVCC Progress Report for March - April 2024 was given to the board members. The report shows activities, events, and fundraisers that are going on at the James Valley Community Center. Jessica has been doing some landscaping around the building to spruce things up. The Spring Bus Tour is coming up on June 6th where they are going to the SD State Park in North Sioux City to tour the Adams Homestead & Nature Preserve, along with antique shopping and wine tasting in Sioux Falls. JVCC members held a Mayoral Candidates' Forum on April 24th, with JP Skelly moderating the event and Ruby Pattison was the timer.

There were more than 150 people in attendance for the debate.

19. Next Meeting

The next meeting will be Thursday, July 11th, 10:00am at City Hall Council Chambers.

20. Adjournment

The meeting was adjourned by Jay Larson at 10:31am.

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
						1,755,977.81			521,925.50			0.00			0.00	Quarter
2024	6,526,817	2,277,903.31	4.46	523,359.33	671,681.61	560,936.87	521,925.50									Monthly
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,277,903.31	2,277,903.31	2,277,903.31	2,277,903.31	2,277,903.31	2,277,903.31	2,277,903.31	2,277,903.31	YTD
				-3.12%	11.14%	10.21%	4.46%									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
						207,640.71			56,488.20			0.00			0.00	Quarter
2024	929,195	264,128.91	(2.22)	61,771.89	83,007.31	62,861.51	56,488.20									Monthly
				61,771.89	144,779.20	207,640.71	264,128.91	264,128.91	264,128.91	264,128.91	264,128.91	264,128.91	264,128.91	264,128.91	264,128.91	YTD
				5.32%	7.87%	4.24%	-2.22%									YTD %

MEMO

Date: May 14, 2024

TO: Mayor Bob Everson
Mitchell City Council

RE: Sales Tax Collections as of April 2024

Attached is an update on both sales tax collections received by the City from the State for April, and Sales as reported for the Month of April.

Page 1 This information reflects payments made to the City from the State; not necessarily when the sales occurred. This report is important because it reflects how we budget sales tax revenue annually. This is reflected as the Year-to-date total.

- As of April, 33% of the fiscal year is over, and we have collected 34.7% of the budgeted sales tax revenue.
- As of April, 33% of the fiscal year is over, and we have collected 51% of the budgeted entertainment tax revenue.
- The City is currently above the projected sales tax budget for 2024.

Page 2 This page shows payments made to the City from the State, on a monthly basis.

- April was down from April 2023, but we are still up for the year. The month collections can vary which is why we look at the year-to-date collections.

Page 3 This page shows sales & gross receipt taxes reported to the State by category of sales.

- Wholesale trade, Retail Trade, and Services were the April since 2019.

Page 4 This page shows the hospitality sales & gross receipts tax broken out.

Page 5 This page shows the City of Mitchell compared to other first class municipalities.

- The bottom chart shows that Mitchell's change of 4.72% from April of 2023 is above the average for other first class municipalities (3.16%).

1st & 2nd Penny Sales Tax													
Year	Budget % Change	Actual % Change	Budget Amount	Total Collections	Difference	1Q	1Q %	2Q	2Q%	3Q	3Q%	4Q	4Q%
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	\$ 4,555,807	\$ (8,574,563)	\$ 3,511,956		\$ 1,043,851		\$ -		\$ -	
						34.7%	% Budget						
YTD vs FY budget - Full budget Year						33%	% Year						

YTD % Comparisons			
		Projected Budget	Projected vs
YTD %	Category	with %	budget
29.4%	YTD vs 15 yr avg	\$ 15,521,345	\$ 4,089,807
29.7%	YTD vs 10 yr avg	\$ 15,363,769	\$ 3,932,231
30.0%	YTD vs 5 yr avg	\$ 15,184,159	\$ 3,752,621
31.3%	YTD vs 2020	\$ 14,539,183	\$ 3,107,645
30.1%	Last Fiscal Year	\$ 15,141,837	\$ 3,710,299

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	\$ 793,240	\$ 43,240	\$ 145,552	18.3%	\$ 157,656	20%	\$ 250,026	32%	\$ 240,006	30%
2017	-9.3%	-0.4%	\$ 680,000	\$ 790,108	\$ 110,108	\$ 145,553	18.4%	\$ 169,649	21%	\$ 269,220	34%	\$ 203,551	26%
2018	20.6%	-0.1%	\$ 820,000	\$ 789,559	\$ (30,441)	\$ 145,554	18.4%	\$ 143,388	18%	\$ 278,327	35%	\$ 203,784	26%
2019	-3.7%	5.6%	\$ 790,000	\$ 833,576	\$ 43,576	\$ 174,314	20.9%	\$ 155,420	19%	\$ 280,795	34%	\$ 223,047	27%
2020	0.0%	-9.4%	\$ 790,000	\$ 755,429	\$ (34,571)	\$ 172,442	22.8%	\$ 124,321	16%	\$ 245,967	33%	\$ 212,698	28%
2021	-17.7%	23.0%	\$ 650,000	\$ 929,072	\$ 279,072	\$ 157,977	17.0%	\$ 179,765	19%	\$ 345,505	37%	\$ 245,825	26%
2022	16.2%	4.8%	\$ 755,000	\$ 974,002	\$ 219,002	\$ 184,256	18.9%	\$ 233,237	24%	\$ 300,335	31%	\$ 256,174	26%
2023	11.9%	0.02%	\$ 845,000	\$ 974,199	\$ 129,199	\$ 199,200	20.4%	\$ 210,465	22%	\$ 305,684	31%	\$ 258,850	27%
2024	10.0%		\$ 929,195	\$ 471,770	\$ (457,425)	\$ 207,641		\$ 264,128.91		\$ -		\$ -	
						51%	% Budget						
YTD vs Fiscal Year Budget- Full Budget Year						33%	% Year						

YTD % Comparisons			
		Projected Budget	Projected vs
YTD %	Category	with %	budget
26.2%	YTD vs 15 yr avg	\$ 1,799,445	\$ 1,044,445
27.0%	YTD vs 10 yr avg	\$ 1,746,896	\$ 991,896
27.6%	YTD vs 5 yr avg	\$ 1,707,477	\$ 952,477
30.9%	YTD vs 2020	\$ 1,527,437	\$ 772,437
25.93%	Last Fiscal Year	\$ 1,819,051	\$ 1,064,051

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	\$ 1,121,874
April	\$ 573,003	\$ 953,938	\$ 1,193,927	\$ 1,162,111	\$ 1,174,674	\$ 1,043,851
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	\$ 4,555,807
YTD- April	\$ 3,164,692	\$ 3,519,367	\$ 3,723,469	\$ 4,131,892	\$ 4,361,179	\$ 4,555,807

1st & 2nd Penny YTD % Change					
	2020	2021	2022	2023	2024
compared to 2019	11.21%	17.66%	30.56%	37.81%	43.96%
compared to 2020		5.80%	17.40%	23.92%	29.45%
compared to 2021			10.97%	17.13%	22.35%
compared to 2022				5.55%	10.26%
compared to 2023					4.46%

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%	8.29%
April	105.00%	23.14%	-1.61%	1.08%	-11.14%
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	\$ 62,862
April	\$ 39,435	\$ 60,882	\$ 82,977	\$ 88,039	\$ 70,927	\$ 56,488
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	\$ 264,129
YTD- April	\$ 213,749	\$ 233,324	\$ 241,036	\$ 272,295	\$ 270,128	\$ 264,129

3rd Penny YTD Percentage Change					
	2020	2021	2022	2023	2024
compared to 2019	9.16%	12.77%	27.39%	26.38%	23.57%
compared to 2020		3.31%	16.70%	15.77%	13.20%
compared to 2021			12.97%	12.07%	9.58%
compared to 2022				-0.80%	-3.00%
compared to 2023					-2.22%

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%	-3.27%
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	\$ 22,024.31	\$ 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	\$ 17,276.45	\$ 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, Ele	\$ 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	\$ 11,490.40	\$ 13,764.57	\$ 1,399.47	\$ 14,016.32	\$ 12,898.79	\$ 119,235.58
Services	\$ 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	\$ 787,184.99	\$ 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, Ele	\$ 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	\$ 8,685.45	\$ 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	\$ 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	\$ 18,464.04	\$ 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	\$ 73,351.70	\$ 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	\$ 11,151.22	\$ 11,900.91									\$ 42,867.62
Construction	\$ 32,309.86	\$ 21,272.47	\$ 27,084.25	\$ 38,776.16									\$ 119,442.74
Manufacturing	\$ 47,477.40	\$ 46,737.54	\$ 25,365.42	\$ 41,267.08									\$ 160,847.44
Transportation, Communications, Electric, Gas & Sanitary Services	\$ 82,726.69	\$ 82,601.81	\$ 94,447.62	\$ 86,403.07									\$ 346,179.19
Wholesale Trade	\$ 98,815.74	\$ 69,970.17	\$ 94,555.97	\$ 96,926.07									\$ 360,267.95
Retail trade	\$ 959,900.77	\$ 731,294.70	\$ 737,138.14	\$ 832,136.53									\$ 3,260,470.14
Finance Insurance & Real Estate	\$ 19,898.30	\$ 9,590.47	\$ 12,261.91	\$ 13,726.72									\$ 55,477.40
Services (includes hotels)	\$ 212,154.53	\$ 179,194.91	\$ 178,211.09	\$ 237,030.22									\$ 806,590.75
Total	\$ 1,464,382.70	\$ 1,149,378.15	\$ 1,180,215.62	\$ 1,358,166.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,152,143.23

st month in the category for that year
est month in that category for 3 years
west month in the category for 3 year

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
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
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
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

73%

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21%

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
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
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
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

71%

5%

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
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
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
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

71%

5%

23%

2024	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	YTD
Eating Place	\$ 131,152.38	\$ 133,891.62	\$ 116,399.60	\$ 132,642.55									\$ 514,086.15
Drinking Places	\$ 9,928.20	\$ 9,791.15	\$ 9,395.28	\$ 8,186.04									\$ 37,300.67
Hotels	\$ 30,156.90	\$ 20,991.05	\$ 23,179.39	\$ 27,948.70									\$ 102,276.04
Monthly Totals	\$ 171,237.48	\$ 164,673.82	\$ 148,974.27	\$ 168,777.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 653,662.86

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16%

	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												7.52%	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%

ate 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%	0.01%	3.92%									4.00%
Brandon	8.18%	-6.01%	6.85%	-5.74%									12.46%
Brookings	17.03%	4.52%	14.98%	4.47%									10.25%
Huron	-3.64%	1.60%	3.09%	-0.45%									0.15%
Mitchell	7.86%	9.05%	14.11%	4.72%									8.94%
Pierre	12.36%	4.59%	2.65%	7.05%									6.66%
Rapid City	4.62%	3.85%	6.41%	0.78%									3.92%
Sioux Falls	5.61%	2.31%	5.45%	-0.50%									3.22%
Spearfish	4.85%	0.99%	5.29%	1.20%									3.08%
Sturgis	9.76%	-5.39%	-4.33%	-5.84%									-1.45%
Vermillion	17.86%	9.70%	5.68%	23.09%									14.08%
Watertown	6.63%	8.55%	-3.28%	2.21%									3.53%
Yankton	6.46%	-2.64%	11.81%	6.11%									5.44%
Average	8.12%	2.71%	5.29%	3.16%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	5.71%
Minimum	-3.64%	-6.01%	-4.33%	-5.84%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-1.45%
Maximum	17.86%	9.70%	14.98%	23.09%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	14.08%

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	

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>GENERAL</u>					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	17,573,000.78	8,209,349.03	(11,215,668.69)	14,566,681.12	(3,006,319.66)
101-1044 INVESTMENT-FIT	388,816.93	6,460.71	0.00	395,277.64	6,460.71
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	6,179,837.00	0.00	(1,495,737.00)	4,684,100.00	(1,495,737.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	45,529.10	0.00	0.00	45,529.10	0.00
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-105 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	87,292.00	0.00	0.00	87,292.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	235,366.81	0.00	0.00	235,366.81	0.00
TOTAL 101-GENERAL	25,112,343.83	(8,215,809.74)	(12,711,405.69)	20,616,747.88	(4,495,595.95)
<u>PARK FUND</u>					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	1,279,205.06	3,267,153.64	(1,419,637.35)	3,126,721.35	1,847,516.29
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	197,907.07	0.00	0.00	197,907.07	0.00
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	1,489,445.22	(3,267,153.64)	(1,419,637.35)	3,336,961.51	1,847,516.29
<u>CORN PALACE FUND</u>					
202-102 ATM CASH CHANGE	0.00	10,000.00	0.00	10,000.00	10,000.00
202-1021 CASH CHANGE	0.00	6,620.00	0.00	6,620.00	6,620.00
202-104 CASH IN INT BEARING ACCTS	0.00	827,532.54	(510,350.46)	317,182.08	317,182.08
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	6,906.32	0.00	6,906.32	6,906.32
TOTAL 202-CORN PALACE FUND	0.00	(851,058.86)	(510,350.46)	340,708.40	340,708.40

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>LAKE MITCHELL</u>					
203-104 CASH IN INT BEARING ACCTS	<u>3,731,974.06</u>	<u>1,587,877.16</u>	(<u>71,236.79</u>)	<u>5,248,614.43</u>	<u>1,516,640.37</u>
TOTAL 203-LAKE MITCHELL	3,731,974.06	(1,587,877.16)	(71,236.79)	5,248,614.43	1,516,640.37
<u>BUSINESS IMPROV DIST #4</u>					
209-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>158,198.00</u>	(<u>45,450.00</u>)	<u>112,748.00</u>	<u>112,748.00</u>
TOTAL 209-BUSINESS IMPROV DIST #4	0.00	(158,198.00)	(45,450.00)	112,748.00	112,748.00
<u>ENTERTAINMENT TAX</u>					
211-104 CASH IN INT BEARING ACCTS	808,834.87	305,959.53	(517,143.54)	597,650.86	(211,184.01)
211-1041 ASSIGNED CASH-STREETScape	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-107 RESTRICTED CASH-BONDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 211-ENTERTAINMENT TAX	919,402.81	(305,959.53)	(517,143.54)	708,218.80	(211,184.01)
<u>BUSINESS IMPROV DIST #3</u>					
213-104 CASH IN INT BEARING ACCTS	<u>124,984.16</u>	<u>15,764.11</u>	(<u>12,141.22</u>)	<u>128,607.05</u>	<u>3,622.89</u>
TOTAL 213-BUSINESS IMPROV DIST #3	124,984.16	(15,764.11)	(12,141.22)	128,607.05	3,622.89
<u>E-911 EMERGENCY</u>					
214-104 CASH IN INT BEARING ACCTS	<u>822,108.89</u>	<u>591,630.53</u>	(<u>276,494.60</u>)	<u>1,137,244.82</u>	<u>315,135.93</u>
TOTAL 214-E-911 EMERGENCY	822,108.89	(591,630.53)	(276,494.60)	1,137,244.82	315,135.93
<u>SPECIAL ASSESS REVOLVING</u>					
216-104 CASH IN INT BEARING ACCTS	<u>176,915.99</u>	<u>0.00</u>	<u>0.00</u>	<u>176,915.99</u>	<u>0.00</u>
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
<u>COMMUNITY SERVICES</u>					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	55,217.65	701,899.68	(524,424.20)	232,693.13	177,475.48
218-1045 DESIGNATED CASH-IMPROVEMENTS	<u>890.77</u>	<u>0.00</u>	<u>0.00</u>	<u>890.77</u>	<u>0.00</u>
TOTAL 218-COMMUNITY SERVICES	56,108.42	(701,899.68)	(524,424.20)	233,583.90	177,475.48
<u>NUTRITION</u>					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	<u>323,200.76</u>	<u>129,849.89</u>	(<u>120,680.30</u>)	<u>332,370.35</u>	<u>9,169.59</u>
TOTAL 219-NUTRITION	323,225.76	(129,849.89)	(120,680.30)	332,395.35	9,169.59
<u>LIBRARY FINES FUND</u>					
226-104 CASH IN INT BEARING ACCTS	<u>94,634.22</u>	<u>16,555.43</u>	(<u>4,573.51</u>)	<u>106,616.14</u>	<u>11,981.92</u>
TOTAL 226-LIBRARY FINES FUND	94,634.22	(16,555.43)	(4,573.51)	106,616.14	11,981.92

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>AIRPORT</u>					
230-104 CASH IN INT BEARING ACCTS	0.00	247,585.75	(230,983.76)	16,601.99	16,601.99
TOTAL 230-AIRPORT	0.00	(247,585.75)	(230,983.76)	16,601.99	16,601.99
<u>DEBT SER-TID #7 WSTWD ADD</u>					
303-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
<u>DEBT SER-TID #8 CONF CTR</u>					
304-104 CASH IN INT BEARING ACCTS	140,867.34	39,429.25	(6,904.00)	173,392.59	32,525.25
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	140,867.34	(39,429.25)	(6,904.00)	173,392.59	32,525.25
<u>DEBT SERV-TID #9 VANTAGE</u>					
305-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	0.00	0.00	0.00	0.00
<u>TID #14 - PEPSI WIS-PAK</u>					
308-104 CASH IN INT BEARING ACCTS	0.00	61,175.24	0.00	61,175.24	61,175.24
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(61,175.24)	0.00	61,175.24	61,175.24
<u>TID #15 - PROBUILD</u>					
309-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
<u>TID #16 - INNOVATIVE SYS</u>					
310-104 CASH IN INT BEARING ACCTS	0.00	2,309.26	0.00	2,309.26	2,309.26
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	(2,309.26)	0.00	2,309.26	2,309.26
<u>TID #17 - WOODS ADDITION</u>					
311-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
<u>TIE #18 - STARLITE ESTAT</u>					
312-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
<u>TID #19 - ANTACH/MHA</u>					
313-104 CASH IN INT BEARING ACCTS	11,796.17	0.00	(11,796.17)	0.00	(11,796.17)
TOTAL 313-TID #19 ANTACH/MHA	11,796.17	0.00	(11,796.17)	0.00	(11,796.17)
<u>TID #20 - MORRIS</u>					
314-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 314-TID #20-MORRIS	0.00	0.00	0.00	0.00	0.00

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>TID #21 - HOHN ENTERPR.</u>					
315-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	0.00	0.00	0.00	0.00
<u>TID #22 - KUSTOM CYCLES</u>					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00
<u>TID #24 - PERFORMANCE PET</u>					
318-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 318-TID #24-PERFORMANCE PET	0.00	0.00	0.00	0.00	0.00
<u>TID #26 - WESTERN BLDG</u>					
319-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 319-TID #26-WESTERN BUILDING	0.00	0.00	0.00	0.00	0.00
<u>TID #27 - FIALA HOUSING</u>					
320-104 CASH IN INT BEARING ACCTS	686.19	167.97	0.00	854.16	167.97
TOTAL 320-TID#27-FIALA HOUSING	686.19	(167.97)	0.00	854.16	167.97
<u>INDOOR SWIMMING POOL</u>					
350-104 CASH IN INT BEARING ACCTS	832,056.11	16,500.00	0.00	848,556.11	16,500.00
TOTAL 350-INDOOR SWIMMING POOL	832,056.11	(16,500.00)	0.00	848,556.11	16,500.00
<u>WATER</u>					
602-104 CASH IN INT BEARING ACCTS	5,190,207.93	4,545,110.01	(3,919,829.40)	5,815,488.54	625,280.61
602-107 RESTRICTED CASH B-Y WATER	0.00	0.00	0.00	0.00	0.00
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	5,190,207.93	(4,545,110.01)	(3,919,829.40)	5,815,488.54	625,280.61
<u>SEWER</u>					
604-104 CASH IN INT BEARING ACCTS	5,246,577.06	2,532,393.47	(1,841,924.00)	5,937,046.53	690,469.47
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	5,246,577.06	(2,532,393.47)	(1,841,924.00)	5,937,046.53	690,469.47
<u>AIRPORT</u>					
606-104 CASH IN INT BEARING ACCTS	111,088.11	2,420.21	(113,508.32)	0.00	(111,088.11)
TOTAL 606-AIRPORT	111,088.11	(2,420.21)	(113,508.32)	0.00	(111,088.11)
<u>SANITATION</u>					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	4,014,322.96	1,080,762.90	(588,171.05)	4,506,914.81	492,591.85
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	660,445.46	7,293.53	0.00	667,738.99	7,293.53
612-1047 INVESTMENT FOR MRLF CL/POST-C	888,975.90	18,938.23	0.00	907,914.13	18,938.23
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: APRIL 30TH, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
TOTAL 612-SANITATION	5,591,984.32	(1,106,994.66)	(588,171.05)	6,110,807.93	518,823.61
<u>CORN PALACE</u>					
613-102 ATM CASH CHANGE	10,000.00	0.00	(10,000.00)	0.00	(10,000.00)
613-1021 CASH CHANGE	6,620.00	0.00	(6,620.00)	0.00	(6,620.00)
613-104 CASH IN INT BEARING ACCTS	74,823.07	25,754.82	(100,571.76)	6.13	(74,816.94)
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	6,906.32	0.00	(6,906.32)	0.00	(6,906.32)
TOTAL 613-CORN PALACE	98,349.39	(25,754.82)	(124,098.08)	6.13	(98,343.26)
<u>GOLF COURSE</u>					
614-104 CASH IN INT BEARING ACCTS	873,682.20	231,610.79	(158,630.32)	946,662.67	72,980.47
TOTAL 614-GOLF COURSE	873,682.20	(231,610.79)	(158,630.32)	946,662.67	72,980.47
<u>CAMPGROUND</u>					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	103,792.42	151,209.96	(6,167.39)	248,834.99	145,042.57
TOTAL 619-CAMPGROUND	103,892.42	(151,209.96)	(6,167.39)	248,934.99	145,042.57
<u>EMERGENCY MEDICAL SERVICE</u>					
621-104 CASH IN INT BEARING ACCTS	514,878.16	1,223,908.81	(598,825.02)	1,139,961.95	625,083.79
621-1045 ASSIGNED CASH-AMBULANCE REPL	68,359.00	0.00	0.00	68,359.00	0.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	583,237.16	(1,223,908.81)	(598,825.02)	1,208,320.95	625,083.79
<u>HEALTH INSURANCE</u>					
652-104 CASH IN INT BEARING ACCTS	4,689,553.53	1,381,287.20	(929,860.83)	5,140,979.90	451,426.37
TOTAL 652-HEALTH INSURANCE	4,689,553.53	(1,381,287.20)	(929,860.83)	5,140,979.90	451,426.37
<u>AGENCY FUNDS</u>					
700-104 CASH IN INT BEARING ACCTS	(18,292.84)	327,137.63	(308,844.79)	0.00	18,292.84
700-1041 BID DEPOSITS	45,300.00	14,000.00	(9,500.00)	49,800.00	4,500.00
700-10411CORN PALACE GAMES	57,265.90	103,291.49	(74,968.88)	85,588.51	28,322.61
700-1042 REVENUE FOR STATE	20,494.26	60,323.08	(46,060.75)	34,756.59	14,262.33
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	1,581.33	324.08	0.00	1,905.41	324.08
700-1050 PUBLIC SAFETY-DARE	1,430.08	0.00	(64.79)	1,365.29	(64.79)
TOTAL 700-AGENCY FUNDS	111,406.19	(505,076.28)	(439,439.21)	177,043.26	65,637.07
<u>SPECIAL ASSESSMENT-710</u>					
710-104 CASH IN INT BEARING ACCTS	519,917.20	683.89	0.00	520,601.09	683.89
TOTAL 710-SPECIAL ASSESSMENT-710	519,917.20	(683.89)	0.00	520,601.09	683.89

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	215,513.83	684.87	(4,723.75)	211,474.95	(4,038.88)
TOTAL 724-STREET CONSTRUCTION	215,513.83	(684.87)	(4,723.75)	211,474.95	(4,038.88)
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	86.21	39,135.68	(66,595.73)	(27,373.84)	(27,460.05)
TOTAL 753-FLEXIBLE SPENDING ACCT	86.21	(39,135.68)	(66,595.73)	(27,373.84)	(27,460.05)
GRAND TOTAL	57,172,044.72	(27,955,194.69)	(25,254,994.69)	59,872,244.72	2,700,200.00
	=====	=====	=====	=====	=====
*** END OF REPORT ***					

Date: 5/5/2024
 To: Mayor & City Council
 Re: April 2024 Building Permits



	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15156	Jarrell & Caroline Grimes	600 W. 7th Ave.	Reroof Home	Premier Systems	\$ 22,470.00	\$ 20.00	Re-roof/shingle
2	15157	Wendys Restaurant	1025 Cabela Dr.	Rework Restaurant Space	CO Nat'l Const.	\$ 601,000.00	\$ 2,340.00	Commercial Additions
3	15158	Zion Luthern Ministry Center	620 E. 3rd Ave.	New Fellowship Hall	Palace Builoders	\$ 2,200,000.00	\$ 7,140.00	New Commercial
4	15159	Craig & Sue Bennett	3109 Maui Dr.	Siding & Windows	YHIC	\$ 4,800.00	\$ 20.00	Re-roof/shingle
5	15160	Spencer Gross	723 E. 2nd Ave.	Reside Home	Dads Const.	\$ 35,000.00	\$ 20.00	Re-roof/shingle
6	15161	Mitchell Rodeo Foundation	6320 N. Ohlman St.	New Viewing Suites	Dak. Cust. Bldrs.	\$ 159,120.00	\$ 1,374.00	New Commercial
7	15162	Horsemans Sports Arena	4125 N. Main St.	30x30 Canopy	Owners	\$ 6,000.00	\$ 56.00	New Commercial
8	15163	Zach Carmody	1820 Charles Ave.	Shed	Owner	69000	63	Garages/Sheds
9	15164	Aaron Nash	821 W. 7th Ave.	Reroof Home	CE Const.	14000	20	Re-roof/shingle
10	15165	Sam Lyon	409 E. 5th Ave.	Reroof Home	CE Const.	13000	20	Re-roof/shingle
11	15166	Lynn Eckman	1528 Pebble Beach Rd.	Shed	Owner	3600	45	Garages/Sheds
12	15167	Dale Page	712 E. Ash Ave.	Reroof Home	Mitchell Roofing	\$ 18,000.00	\$ 20.00	Re-roof/shingle
13	15168	Jensen Design Build	1508/1510 W. 20th Ave.	New Duplex	Jensen Design Bld.	\$ 321,855.00	\$ 988.00	Duplexes
14	15169	Tim Stafford	908 E. Ash Ave.	Reroof Home	Owner	\$ 6,000.00	\$ 20.00	Re-roof/shingle
15	15170	Mitchell Tech. College	1800 E. Spruce	2 Sheds	MTC	\$ 42,249.00	\$ 362.00	New Commercial
16	15171	Palacy City Brewery	227 Rail Road Ave.	Rework Space for Pub/Brewery	Schmitz Const.	\$ 2,100,000.00	\$ 6,840.00	New Commercial
17	15172	Nelson Warehouse	1127 E. Havens Ave.	New Warehouse	Nelson Eng.	\$ 912,000.00	\$ 3,276.00	New Commercial
18	15173	Roxie Ackman	718 E. 6th Ave.	Reroof Home	Mitchell Roofing	\$ 12,500.00	\$ 20.00	Re-roof/shingle
19	15174	Blantanon Bartell	712 Ninde St.	Reroof Home	Owner	\$ 70,000.00	\$ 20.00	Re-roof/shingle
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
Total						\$ 6,610,594.00	\$ 22,664.00	

Sincerely,
 John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT

ACTIVITY REPORT FOR APRIL 2024

APRIL 2023	APRIL 2024	YEAR TO DATE 2024
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CALLS			
Calls for Service (6 Counties)	894	621	2,882
Calls for Service (City of Mitchell)	885	819	2,925
Case Reports Written (City Mitchell)	210	212	785
TOTAL CALLS ANSWERED	1989	1652	6,592

TRAFFIC STOPS PERFORMED			
Mitchell Police	212	157	778
All other counties	526	804	2636
TOTAL TRAFFIC STOPS	738	961	3414

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	23	16	96

TICKETS ISSUED	116	108	423
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WARNING TICKETS ISSUED	158	126	661
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PARKING TICKETS ISSUED	12	14	287
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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	152	154									625
Amb. Transfers Out of Town	11	7	5	5									28
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	35	19	23	33									110
City fire calls	30	17	20	24									91
County fire calls	5	2	3	9									19
EMS assist calls	69	54	63	54									240
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	100	16	65	64									245
Consultations/Plans	24	45	63	68									200
Public Education	1	0	0	1									2
Fire Investigations	2	0	0	0									2
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	17	12	12	14									55
Dept. tours	4	4	2	5									15
Public Education	5	3	2	4									14

April 2024 monthly Code Enforcement report:

- As of 05/13/24 Code Enforcement is currently monitoring 17 properties in the city of Mitchell.
- There were no contracted snow removals or mows for the month of April.

Sincerely,



Ryan Erickson | Department of Public Safety
City of Mitchell
201 W. 1st Street, Mitchell. SD 57301
605-995-8400
Ryan.Erickson@cityofmitchellsd.gov

CITY OF MITCHELL

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

Coagulant Aid- (2187) = 0-Gals. X CONTRACT = \$0.00

Lime = 0# or 0- TON'S X \$192.39/TON = \$0.00

Sodium Chlorite = 0-GAL. X CONTRACT = \$0.00

Fluoride = 0-GAL. X \$1.99/GAL. = \$0.00

Polymer (2386) = 0-GAL. X CONTRACT = \$0.00

Activated Carbon = 0# or 0- TON'S X \$1,936.25/TON = \$0.00

Chlorine = 0# or 0.01- TON'S X \$1.45/LB. = \$0.00

Poly Phosphate = 1500# or .4 TON X \$2.25/LB. = \$3375.00

Carbon Dioxide = 0# or 0 - TON'S X \$178.00/TON = \$0.00

Ammonia = 0# or 0.002- TON'S X \$2.17 /LB. = \$0.00

Pristine Contract = 0 -MG of WATER X .255/1000 GALS. RAW WATER = \$0.00

TOTAL = \$3375.00

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

Finished Water (EFFLUENT) 42.130 MG-----or 1.404 MGD-----or----- PEAK DAY 1.928 MG

B-Y- Water (INFLUENT) 42.236 MG----- or 1.408 MGD-----or----- PEAK DAY 1.746 MG

B-Y & RAW WATER TREATED – TOTAL= 42.236 MG --- or 1.408 MGD ----or ----- PEAK DAY 1.746 MG

Chemical cost = 3375.00 = \$80.11 per MG or 0.060 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187) = 0 Mg/L -- 0 Gallons / Raw Water

Lime = 0 Mg/L 0 lbs. / 7 lbs. Per Gallon/ Raw Water

Sodium Chlorite = 0 Mg/L -- 0 Gallons / Raw Water

Fluoride = 0 Mg/L -- 0 Gallons / Raw Water

Polymer (2386) = 0 Mg/L -- 0 Gallons / Raw Water

Activated Carbon = 0 Mg/L -- 0 lbs. / 4 lbs. per Gallon / Raw Water

Chlorine = 0 Mg/L -- 0 lbs. / 11.75 lbs. per Gallon / Raw Water

Poly Phosphate = 1.50 Mg/L-- 1500 lbs. / 10.5 lbs. per Gallon / Raw Water

Carbon Dioxide = 0 Mg/L -- 0 lbs. / 8.50 lbs. per Gallon / Raw Water

Ammonia = 0 Mg/L -- 0 lbs. / 5.15 lbs. per Gallon / Raw Water

Polymer = 0 Mg/L -- 0

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 5/1/24

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 2350 lbs. or 1.175 Ton's

Carbon Dioxide 0 Lbs. or 0 Ton's

Ammonia 506 lbs. or 0.253 Ton's

<u>Date</u>	<u>Source</u>	<u>Site</u>	<u>Chlorine PPM</u> 0.5PPM-4.00PPM	<u>Bacteria</u>
4/1/2024	Fire Dept	#2	2.41	Absent
4/1/2024	Queen of Peace	#3	2.64	Absent
4/1/2024	East Cubby's	#4	2.55	Absent
4/1/2024	J-Mart Sinclair	#5	2.54	Absent
4/1/2024	Culvers	#10	No result	Absent
4/1/2024	City Library	#12	2.49	Absent
4/1/2024	Casey's	#14	2.34	Absent
4/1/2024	Holy Family Church	#17	2.41	Absent
4/8/2024	Water Treatment Plant	#1	2.81	Absent
4/8/2024	Moose Lodge	#11	2.87	Absent
4/8/2024	City Park Dept	#13	2.73	Absent
4/8/2024	City Hall	#15	2.66	Absent
4/8/2024	Mitchell Tech Inst	#16	2.66	Absent
4/8/2024	Mitchell Middle School	#18	2.76	Absent
4/8/2024	Brady Memorial	#19	2.70	Absent
Average			2.61	Absent

2022 - WATER CONSUMPTION

DATE	Lake Mitchell Influent MG	B-Y Rural Water Influent MG	Effluent to Water Towers MG
4/1/2024	0-MG	1.641	1.730
4/2/2024	0-MG	1.143	0.928
4/3/2024	0-MG	1.635	1.704
4/4/2024	0-MG	1.163	1.022
4/5/2024	0-MG	1.677	1.854
4/6/2024	0-MG	1.057	0.943
4/7/2024	0-MG	1.593	1.801
4/8/2024	0-MG	1.084	0.951
4/9/2024	0-MG	1.746	1.928
4/10/2024	0-MG	0.933	1.049
4/11/2024	0-MG	1.72	1.816
4/12/2024	0-MG	1.573	1.579
4/13/2024	0-MG	1.233	1.098
4/14/2024	0-MG	1.726	1.753
4/15/2024	0-MG	1.499	1.442
4/16/2024	0-MG	1.420	1.385
4/17/2024	0-MG	1.492	1.447
4/18/2024	0-MG	1.397	1.398
4/19/2024	0-MG	1.368	1.262
4/20/2024	0-MG	1.120	0.960
4/21/2024	0-MG	1.218	1.232
4/22/2024	0-MG	1.535	1.580
4/23/2024	0-MG	1.218	1.232
4/24/2024	0-MG	1.508	1.320
4/25/2024	0-MG	1.515	1.615
4/26/2024	0-MG	1.367	1.264
4/27/2024	0-MG	1.121	1.054
4/28/2024	0-MG	1.655	1.829
4/29/2024	0-MG	1.151	1.085
4/30/2024	0-MG	1.728	1.869
TOTALS	0-MG	42.236	42.130

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

MONTH --- April YEAR - 2024

Influent ----- 42.236-- Million Gallon's

Effluent ----- 42.130 -- 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----- 1500 lbs. @ \$2.25 per lb. = \$3,375.00

Total = \$3,375.00

Cost per Unit (750 gallon) = \$0.060

Cost per 1,000 gallons of water = \$0.080

4692

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
 MAY 1 24

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
MAY 1 24	14,296,540,000	14,253,833,000	42,707,000	52,529.61		52,529.61

0.00

B-Y WATER
602-43330-42850

JV

Balance Due Upon Receipt \$ 52,529.61

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

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

CITY OF MITCHELL
 612 N. MAIN STREET
 MITCHELL SD 57301



* 0 6 7 7 1 *

MAY 1 24
 CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
MAY 1 24	14,296,540,000	14,253,833,000	42,707,000	52,529.61		52,529.61

0.00

Service Address

Balance Due Upon Receipt \$ 52,529.61

Remit to:

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

TOTAL
 PAYMENT

\$ 52,529.61

City of Mitchell Water Rate Charged

5/1/2024

	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: 4 Year: 2024 Billing Month: 5

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	1,224,000	0	1,224,000	\$1,505.52	0	\$0.00	0	\$0.00	0	\$0.00	\$1,505.52
2	1,513,000	0	1,513,000	\$1,860.99	0	\$0.00	0	\$0.00	0	\$0.00	\$1,860.99
3	1,220,000	0	1,220,000	\$1,500.60	0	\$0.00	0	\$0.00	0	\$0.00	\$1,500.60
4	1,563,000	0	1,563,000	\$1,922.49	0	\$0.00	0	\$0.00	0	\$0.00	\$1,922.49
5	0	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
6	2,707,000	0	2,707,000	\$3,329.61	0	\$0.00	0	\$0.00	0	\$0.00	\$3,329.61
7	1,128,000	0	1,128,000	\$1,387.44	0	\$0.00	0	\$0.00	0	\$0.00	\$1,387.44
8	1,528,000	0	1,528,000	\$1,879.44	0	\$0.00	0	\$0.00	0	\$0.00	\$1,879.44
9	1,454,000	0	1,454,000	\$1,788.42	0	\$0.00	0	\$0.00	0	\$0.00	\$1,788.42
10	1,320,000	0	1,320,000	\$1,623.60	0	\$0.00	0	\$0.00	0	\$0.00	\$1,623.60
11	1,718,000	0	1,718,000	\$2,113.14	0	\$0.00	0	\$0.00	0	\$0.00	\$2,113.14
12	1,373,000	0	1,373,000	\$1,688.79	0	\$0.00	0	\$0.00	0	\$0.00	\$1,688.79
13	1,415,000	0	1,415,000	\$1,740.45	0	\$0.00	0	\$0.00	0	\$0.00	\$1,740.45
14	1,529,000	0	1,529,000	\$1,880.67	0	\$0.00	0	\$0.00	0	\$0.00	\$1,880.67
15	1,582,000	0	1,582,000	\$1,945.86	0	\$0.00	0	\$0.00	0	\$0.00	\$1,945.86
16	1,400,000	0	1,400,000	\$1,722.00	0	\$0.00	0	\$0.00	0	\$0.00	\$1,722.00
17	1,431,000	0	1,431,000	\$1,760.13	0	\$0.00	0	\$0.00	0	\$0.00	\$1,760.13
18	1,433,000	0	1,433,000	\$1,762.59	0	\$0.00	0	\$0.00	0	\$0.00	\$1,762.59
19	1,257,000	0	1,257,000	\$1,546.11	0	\$0.00	0	\$0.00	0	\$0.00	\$1,546.11
20	1,364,000	0	1,364,000	\$1,677.72	0	\$0.00	0	\$0.00	0	\$0.00	\$1,677.72
21	1,209,000	0	1,209,000	\$1,487.07	0	\$0.00	0	\$0.00	0	\$0.00	\$1,487.07
22	1,776,000	0	1,776,000	\$2,184.48	0	\$0.00	0	\$0.00	0	\$0.00	\$2,184.48
23	1,229,000	0	1,229,000	\$1,511.67	0	\$0.00	0	\$0.00	0	\$0.00	\$1,511.67
24	1,815,000	0	1,815,000	\$2,232.45	0	\$0.00	0	\$0.00	0	\$0.00	\$2,232.45
25	1,203,000	0	1,203,000	\$1,479.69	0	\$0.00	0	\$0.00	0	\$0.00	\$1,479.69
26	1,671,000	0	1,671,000	\$2,055.33	0	\$0.00	0	\$0.00	0	\$0.00	\$2,055.33
27	1,111,000	0	1,111,000	\$1,366.53	0	\$0.00	0	\$0.00	0	\$0.00	\$1,366.53
28	1,659,000	0	1,659,000	\$2,040.57	0	\$0.00	0	\$0.00	0	\$0.00	\$2,040.57
29	1,142,000	0	1,142,000	\$1,404.66	0	\$0.00	0	\$0.00	0	\$0.00	\$1,404.66
30	1,733,000	0	1,733,000	\$2,131.59	0	\$0.00	0	\$0.00	0	\$0.00	\$2,131.59
31	0	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
TOTALS	42,707,000	0	42,707,000	\$52,529.61	0	\$0.00	0	\$0.00	0	\$0.00	\$52,529.61

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Previous Month Read = 14,253,833,000	Days billed in April = \$52,529.61	42,707,000	\$52,529.61	\$0.00
Current Month Read = 14,296,540,000	Days carried from previous month = \$0.00	0	\$0.00	\$0.00
Current Month Use = 42,707,000	Total bill for April = \$52,529.61	42,707,000	\$52,529.61	\$0.00
	Days that will be billed in May = \$0.00			

Note: May billing meter was read on May 1st therefore no April days will be included in June billing.



Airport Report April 2024

Snow removal operations remained on standby , and have concluded for the year. All equipment and buildings received regular scheduled maintenance , repairs and cleaning. We are waiting for shipment of the updated control board for the runway 36 approach lighting. Planning is ongoing with the city hanger. Scheduling for funding , grants and reimbursements will determine construction timelines. CIP and AIP meetings are scheduled in May for runway planning and future developments. It remains unclear if Vir-Tower runway data will influence the FAA's final decision on the runway 18/36 length and final location. Runway and apron indexing /(condition analysis) was completed on 4/24. The information will be used to help determine future pavement maintenance.

Airport Operations

Snapshot Local Time

Start Date 05/15/2023 00:00 LT
End Date 04/30/2024 23:59 LT

Creation 05/01/2024 10:52
User Mike_Scherschligt
Customer ID KMHE

Single Engine	Single Engine Turbine	Multi Engine	Multi Engine Turbine	Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter
SR22	62			HDJT	4				
SR 3500	2			LJ31	2				
T206	1			LJ40	6				
THORP T-18	2			LJ45	26				
Others	195			LJ60	4				
				LJ75	24				
				PRM1	4				
				SF50	6				
				WW24	2				

Military	Military Helicopter	Light Sport Aircraft	Glider	UAV	Blimp	Balloon	GND Emergency	GND Vehicle A	Other
A37	2	CH750	5						Others 13
DHC6	2	CTSW	2						
Others	2								

Activity Summary

LANDING RWY 13	1067
LANDING RWY 18	705
LANDING RWY 31	1523
LANDING RWY 36	331
TAKEOFF RWY 13	1194
TAKEOFF RWY 18	507
TAKEOFF RWY 31	1593
TAKEOFF RWY 36	437
T&G RWY 13	270
T&G RWY 18	309
T&G RWY 31	397
T&G RWY 36	124
TOTAL	8457

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

Airport Operations
Snapshot Local Time
Start Date 05/15/2023 00:00 LT
End Date 04/30/2024 23:59 LT

Creation 05/01/2024 10:52
User Mike_Scherschligt
Customer ID KMHE

Summary

Landings		Take-Offs		Totals	
Single Engine	2554	Single Engine	2664	Single Engine	5218
Single Engine Turbine	134	Single Engine Turbine	143	Single Engine Turbine	277
Multi Engine	268	Multi Engine	264	Multi Engine	532
Multi Engine Turbine	234	Multi Engine Turbine	238	Multi Engine Turbine	472
Business Jet	410	Business Jet	396	Business Jet	806
Jet 2	3	Jet 2	2	Jet 2	5
Helicopter	10	Helicopter	11	Helicopter	21
Military	4	Military	2	Military	6
Light Sport Aircraft	3	Light Sport Aircraft	4	Light Sport Aircraft	7
Other	6	Other	7	Other	13
TOTAL	3626	TOTAL	3731	TOTAL	7357

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	2613	A1	2709	A1	5322
A2	105	A2	112	A2	217
B1	282	B1	280	B1	562
B2	420	B2	418	B2	838
B3	6	B3	6	B3	12
C1	23	C1	19	C1	42
C2	41	C2	39	C2	80
C3	1	C3	1	C3	2
D2	5	D2	5	D2	10
D3	4	D3	3	D3	7
HEL	10	HEL	12	HEL	22
UKN	116	UKN	127	UKN	243
TOTAL	3626	TOTAL	3731	TOTAL	7357

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
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Airport Operations

Snapshot Local Time

Start Date 05/15/2023 00:00 LT
End Date 04/30/2024 23:59 LT

Creation 05/01/2024 10:52
User Mike_Scherschligt
Customer ID KMHE

Single Engine		Single Engine Turbine		Multi Engine		Multi Engine Turbine		Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter	
A109	1	AT802	4	B200	2	AC90	2	ASTR	2	CRJ2	5		B407	3
AA5	2	C208	2	B55	2	B190	5	BD100	2				EC45	3
B23	12	KODI	5	B58	14	B200	2	BE40	16				H500	1
B33	26	M600	15	B60	6	B300	4	C25A	16				Others	14
B35	74	P46T	22	C337	19	B350	36	C25B	34					
B36	94	PC12	211	C340	8	BE20	191	C25C	44					
C140	4	TBM7	4	C414	156	BE30	10	C25M	22					
C152	2	TBM8	2	C421	76	BE9L	66	C500	2					
C170	1	TBM9	12	C441	6	BE9T	4	C501	2					
C172	588			DA62	4	C425	114	C510	129					
C175	5			G58	6	C441	12	C525	77					
C177	13			GA7	201	MU2	4	C550	26					
C182	688			P180	2	P180	4	C55B	4					
C206	40			PA23	2	PA31T	2	C560	40					
C210	12			PA30	6	SC7	2	C56X	62					
C240	2			PA31	6	SW3	2	C650	16					
CC-19	14			PA44	16	SW4	12	C680	42					
CCK-1865	1							C68A	12					
CH7A	4							C750	12					
CH7B	4							CL30	6					
EA300	2							CL35	10					
FairChild	3							CL61	2					
Glasair	30							CL64	4					
Lancair	6							CRJ1	1					
Lancair	2							E135	4					
LANCAIR	2							E545	4					
LC41	12							E55P	38					
LIGHTNING	2							EA50	6					
M20	26							EM505	2					
PA24	50							F2TH	4					
PA28	3068							F5EX	2					
PA32	42							F900	8					
PA46	63							F9EX	2					
PP3	2							FA20	6					
RV	2							FA50	18					
RV10	7							Falcon10	4					
RV12	9							G450	2					
RV14	2							G550	5					
RV7	5							GA5C	2					
RV8	6							GALX	2					
RV9	6							GL5T	2					
S108	4							GLF4	8					
SCW-145	2							GLF5	2					
Sonex	3							H25B	16					
SportsmanG52	2							H750	2					
SR20	11							H900	6					

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 5-3-24

Organization: COCA COLA Employee CAR SHOW

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: Coca Cola Chesterman

Address: 1321 Commerce

Phone #: 605 - 996-5633

Email: KTegethoff@chesterman.com

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

Dates of Ticket Sales: 6-29-24

Date of Raffle Drawing: 6-29-24

Value of Raffle Prize: \$150⁰⁰

Proceeds Benefitting: COCA-COLA CAR SHOW

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

Date Received: 5-6-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: May 6, 2024

Organization: Palace City Pedalers Tour de Corn

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: Kourtney Denne

Address: 25665 Kibbee Ct Mitchell SD 57301

Phone #: 605-680-4023

Email: kourtney.denne@gmail.com

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

Dates of Ticket Sales: August 16-18, 2024

Date of Raffle Drawing: August 17, 2024

Value of Raffle Prize: \$1,500 or less

Proceeds Benefitting: Palace City Pedalers

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

Date Received: 5-7-2024

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:	May 20, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve Purchase of Dump Chassis and Combo Dump Body/Sander from Previous City Bid City Project #2024-18		
Amount Budgeted in current fiscal year for this item (if applicable):	101-43100-43419, \$235,000		
Agenda Item:	Purchase of Dump Chassis and Combo Dump Body/Sander from Previous City Bid Project #2024-18		
Explanation/Background of Agenda Item Requested:	Action to Approve Purchase of Dump Chassis and Combo Dump Body/Sander from Previous City Bid City Project #2024-18
Staff is requesting council approve the purchase of a dump chassis and combo dump body/sander from the bid opening on November 21, 2023. Council approved the bids at their December 4, 2023 meeting. The companies are willing to honor their bid prices for the purchase.
The Dump Truck is budgeted in the 2024 budget and was also awarded a 35% grant not to exceed \$79,723.70.
The staff report from the December 4, 2023 council meeting is included below.
Bids were opened on November 21, 2023 at 1:30 PM in City Hall Council Chambers for the Dump Chassis and Combo Dump Body/Sander equipment.
Bids were as follows:
Bid Schedule A - Dump Chassis
I-State Truck Center, \$119,662.00
Sanitation Products, No Bid
Bid Schedule B - Combo Dump Body/Sander
I-State Truck Center, No Bid
Sanitation Products, \$45,565.00
Please see the attached bid tabulation.
Staff recommends accepting the low bid from I-State Truck Center for the Dump Chassis in the amount of \$119,662 and from Sanitation Products for the Combo Dump Body/Sander in the amount of \$45,565.00.		

**South Dakota
VW Truck Program
Rebate Agreement**

Recipient	City of Mitchell 612 N Main St Mitchell SD 57301	Establishment of Trust MDL No. 2672 CRB (JSC) (Dkt. No. 2103-1) and (Dkt. No. 3228-1)	ID Number VW1 0054
Type	dump/snow plow truck	Spending Authority SDCL 34A-1-64	Date of Offer 2/14/24
Contact	Kevin Roth 605.995.8465		Maximum Rebate Amount \$79,723.70

Project Title/Description South Dakota VW Truck Program

This agreement provides a rebate to City of Mitchell under the VW Trust Fund Program. This project will help replace old diesel trucks. The primary goal of the project is to facilitate the improvement and protection of the ambient air quality throughout South Dakota.

Rebate Conditions The recipient covenants and agrees that it will expeditiously initiate and timely complete the project above described in accordance with this agreement by June 30, 2025. The recipient warrants, represents, and agrees that it will comply: (1) with any special conditions set forth in the guidelines and (2) with the attached Assurances, Terms, and Conditions which is incorporated herein by reference.

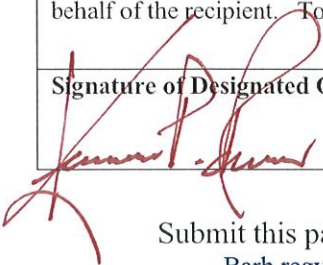
Offer The State of South Dakota hereby offers a rebate to City of Mitchell in an amount up to 35% of all approved costs incurred up to and not exceeding \$79,723.70 for the support of the approved project as described above. Such rebate may be terminated by DANR without further cause if the recipient fails to provide timely affirmation of the agreement by signing under the Acceptance section and returning this page of the signed agreement to the email or mailing address listed below by March 15, 2024.

Signature of Award Official	Typed Name and Title Hunter Roberts, Secretary	Date
------------------------------------	--	-------------

Please check if you are Accepting or Declining this Rebate Agreement

X **Accepting** In accepting this agreement and any rebate made pursuant thereto, (1) the undersigned represents that he/she is duly authorized to act on behalf of the recipient, and (2) the recipient agrees (a) to comply with the provisions of this agreement, and (b) any rebates found by the State of South Dakota to have been overpaid will be refunded or credited in full to the State. To the best of my knowledge and belief, data in this agreement are true and correct.

 Declining In declining this agreement, the undersigned represents that he/she is duly authorized to act on behalf of the recipient. To the best of my knowledge and belief, data in this agreement are true and correct.

Signature of Designated Official 	Typed Name and Title KEVIN P. ROTH	Date 5/15/2024
--	--	--------------------------

Submit this page of signed agreement to project manager at:

Barb.regynski@state.sd.us or
VW Rebate Program
Barb Regynski
SD DANR – AQ Program
523 E Capitol
Pierre, SD 57501

BID TABULATION FOR COMBINATION DUMP BODY CHASSIS #2023-34 & COMBINATION DUMP BODY/SANDER CITY PROJECT #2023-35 BID OPENING: NOVEMBER 21, 2023 - 1:30 PM, CITY COUNCIL CHAMBERS, MITCHELL, SD		
	I-State Truck Center 2901 West 60th Street Sioux Falls, SD 57107	Sanitation Products 901 East 48th Sioux Falls, SD 57104-0625
ITEM DESCRIPTION Schedule "A" 1. One (1) new current model Truck Chassis as per spec Delivery Date	AMOUNT \$ 119,662.00 est. September 2024	AMOUNT No Bid _____
Schedule "B" 1. One (1) nw current model Combination Dump Body/Sander as per specifications Delivery Date	No Bid _____	\$ 45,565.00 est. 8/1/2024
THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL BIDS. THE CITY RESERVES THE RIGHT TO ACCEPT THE BID IN THE CITY'S BEST INTEREST.		

Prepared for:
Kevin Roth
Mitchell City Of
612 N Main St

Mitchell, SD 57301
Phone: 605-995-8435

Prepared by:
Chris Schrum
I-STATE TRUCK CENTER
2901 WEST 60TH STREET N.
SIOUX FALLS, SD 57107
Phone: 605-336-2995
Mobile:

Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-
FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
CUMMINS-MERITOR MT-40-14X 40,000# R-SERIES
TANDEM REAR AXLE

TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE

18,000# FLAT LEAF FRONT SUSPENSION
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
4875MM (192 INCH) WHEELBASE
NO FIFTH WHEEL
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 119,723	\$ 119,723
EXTENDED WARRANTY		\$ 230	\$ 230
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 119,953	\$ 119,953

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (291)	\$ (291)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY) \$ 119,662	\$ 119,662

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

Application Version 11.9.708
Data Version PRL-28D.040
2024 plow truck



05/01/2024 3:59 PM

Page 20 of 21

	A	B	C	D	E	F
1	 SANITATION PRODUCTS INC.		Quotation			
2	901 E. 48th St. N.		DATE 05/15/2024			
3	Sioux Falls, SD 57118		Quotation # 100			
4	Phone: 605.332.2487		Customer ID ABC123			
5	www.SanitationProductsInc.com					
6	Quotation For:		<i>Quotation valid until:</i> 06/14/2024			
7	City of Mitchell		<i>Prepared by:</i> Ben Kreklow			
8			<i>Phone Nunmber:</i> 605-370-4509			
9						
10						
11						
12	Comments or Special Instructions: <i>None</i>					
13	SALESPERSON	PO NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
14						Due upon receipt
15						
16	QUANTITY	Name/Model	Description	UNIT PRICE	AMOUNT	
17	1	12M	Tenco 12M body, 14', cab shield, fold down side steps		\$45,565.00	
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30				Freight	Included	
31					SUB TOTAL	
32					OTHER	\$ -
33					TOTAL	\$45,565.00
34						
35						

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:	May 20, 2024	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval of \$1,150 of contingency funds to purchase the counterweight off of the sourcewell contract for the mini excavator.		
Amount Budgeted in current fiscal year for this item (if applicable):	None		
Agenda Item:	Purchase of Cemetery Mini Excavator Counterweight off of Sourcewell Contract using Contingency Funds		
Explanation/Background of Agenda Item Requested:	Counterweight kit (550 pounds) for newly acquired mini excavator will be added to rear of unit to provide increased stability and improved safety, as operating the bucket at a distance, over the top of and past existing headstones (to dig burial plots), can cause the front end of the machine to 'dip' a bit. The safety of both the operator and surrounding property will be enhanced through the addition of the proposed counterweight. When researching mini excavators, the golf course/cemetery superintendent looked at a new unit on the lot of the implement dealer, he mistakenly thought the counterweight was included but was evidently looking at the next size of mini ex, on which it is included. Price quoted is discounted \$250 via attached State Contract bid price to put it at a cost of \$1,150 to be expended from 101-43700-43400. Staff recommends approval.		

**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 Sourcwell if this certification changes at any time.

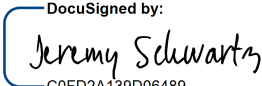
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

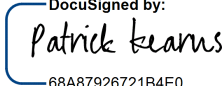
DocuSigned by:

 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
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

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 that 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 Sourcewell 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 Aware 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 Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell 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 Sourcewell 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 good 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 Sourcewell 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 Sourcewell 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 Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell 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:

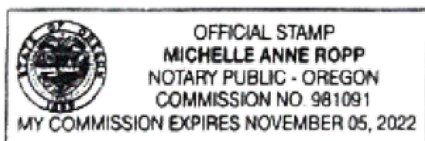
11/16/2022

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
8-25-26

My commission expires

Publication Cost: \$36.80

Order No: 8060849

of Copies:

Customer No: 727698

1

PO #:

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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
34474	346675	Print Legal Ad-IPL00980790 - IPL0098079		\$132.13	1	18 L

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

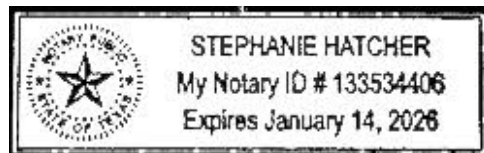
Tara Pennington

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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Extra charge for lost or duplicate affidavits.
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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 Thitipkul 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, SARH, 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

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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
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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
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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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

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

Michael Muñoz

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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

DocuSigned by:

Bill Davison

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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.

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James Voelker
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
Michael Muñoz
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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Bill Davison
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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:

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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
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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
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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

Envelope Id: 52EC9571B62444BDB5EAF291007807E2		Status: Sent
Subject: HRN 303.5-City of Mitchell - Butler Machinery Sales Agreement		
Source Envelope:		
Document Pages: 2	Signatures: 0	Envelope Originator:
Certificate Pages: 6	Initials: 0	Brice Paulson
AutoNav: Enabled		3402 36th St S
Envelopeld Stamping: Enabled		Fargo, ND 58104-8804
Time Zone: (UTC-06:00) Central Time (US & Canada)		bricepaulson@buttermachinery.com
		IP Address: 24.230.75.218

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3/11/2024 9:40:49 AM	bricepaulson@buttermachinery.com	

Signer Events	Signature	Timestamp
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Jason Gunnare		Sent: 3/11/2024 9:43:00 AM
jgunnare@cityofmitchell.org		Viewed: 3/11/2024 4:38:54 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 3/11/2024 4:38:54 PM		
ID: 8dcfdd03-ec3e-4390-b36b-e4bbc26309ea		
Shawn Hanson		
shawnhanson@buttermachinery.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Keith Daugherty		
keithdaugherty@buttermachinery.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Mark Klinnert		
markklinnert@buttermachinery.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Shawn Hanson		
shawnhanson@buttermachinery.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Mark Klinnert		
markklinnert@buttermachinery.com		
Security Level: Email, Account Authentication (None)		

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Agent Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
*Huron Envelopes huronenvelopes@buttermachinery.com Huron Envelopes 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
*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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Dan Hohwieler danhohwieler@buttermachinery.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
scanner ar@buttermachinery.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/27/2023 7:02:27 AM ID: bc6e4d4c-8d01-41ac-9266-12de4a4e1a1a		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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.

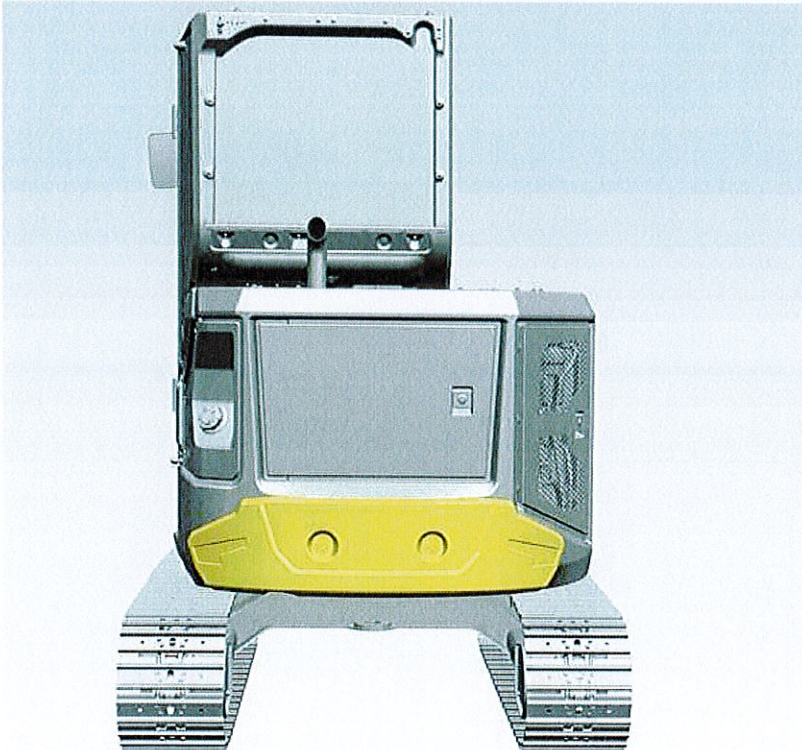
Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING.** CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.butlermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE FOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.
15. **Emissions.** Purchaser represents and warrants that the Trade In Equipment meets all required state and federal emission qualifications and has not been modified.
16. **Trade-In Equipment.** In connection with the Sales Agreement, Purchaser proposed to sell to Seller certain "Trade-In Equipment" identified therein, in exchange for a credit in the amount of value set forth therein or to-be-set forth therein (less payoffs of all claims, liens, mortgages and security interests encumbering the same), which value has been or will be determined based on the Surveyed Condition (defined below), to be applied toward the purchase price for the Equipment Ordered/Purchased to be sold by Seller to Purchaser pursuant to the Sales Agreement, all subject to the terms and conditions of the Sales Agreement and this Rider. Seller has had or will have the "Trade-In Equipment" surveyed by an employee or agent of Seller to determine, among other things, the assumed condition and hours of the Trade-In Equipment (and all components thereof) (the "Surveyed Condition") that are assumed for the anticipated date of Seller's taking delivery of the Trade-In Equipment from Purchaser, which will be the same date anticipated for Seller's delivery of the Equipment Ordered/Purchased to Purchaser. The Surveyed Condition forms the basis of Seller's determination of the trade-in value (and a material inducement for Seller offering the same). To receive a copy of the images utilized in establishing the trade in equipment's valuation, please contact your Butler Machinery salesperson. If Seller (in its commercially reasonable judgment) determines at any time that actual condition of the Trade-In Equipment (whether as of the actual date of Seller's taking delivery of the Trade-In Equipment or any time prior thereto) deviates or will deviate from the Surveyed Condition in any material respect (a "Material Deviation"), then the trade-in value shall be reduced by the amount determined by Seller in its commercially reasonable judgment to represent the diminishment in the trade-in value of the Trade-In Equipment as a result of such Material Deviation(s); provided, if Seller determines that such Material Deviation(s) renders the Trade-In Equipment unsellable, unsalvageable or otherwise valueless to Seller, results in a trade-in value less than the amounts necessary to payoff all claims, liens, mortgages and security interests encumbering the same, or could result in any potential loss or liability to Seller of any kind or amount, then, in any such case, Seller may elect to not purchase the Trade-In Equipment (and Purchaser shall retain possession of the same). "Material Deviation(s)" may include, by way of example and without limitation, any one or more of the following conditions or occurrences: any increase in hours, or any wear or tear (including ordinary wear or tear), damage, casualty or any other loss, or impairment in the performance, legal compliance or value of the Trade-In Equipment. Purchaser shall promptly notify Seller of any Material Deviation caused by or known to Purchaser. Purchaser shall remain obligated to purchase the Equipment Ordered/Purchased pursuant to the Sales Agreement notwithstanding any reduction in trade-in value (or election to not purchase the Trade-In Equipment) as a result of any such Material Deviation(s). Further, if, as of the time of a determination of a Material Deviation, Seller has previously credited to Purchaser (or paid to creditors on Purchaser's behalf) any amount of the trade-in value initially established based on the Surveyed Condition in excess of the reduced trade-in value resulting from such Material Deviation(s), then Purchaser shall immediately reimburse Seller for the total amount of such excess previously paid or credited by Seller.

FARGO, ND (701)280-3100	GRAND FORKS, ND (701)775-4238	BISMARCK, ND (701)223-0890	MINOT, ND (701)852-3508	JAMESTOWN, ND (701)251-1400	DICKINSON, ND (701)456-1400	HANKINSON, ND (701)242-7474	HOOPLE, ND (701)894-6363	DEVILS LAKE, ND (701)665-3800
SIOUX FALLS, SD (605)336-3010	ABERDEEN, SD (605)225-6240	RAPID CITY, SD (605)342-4850	PIERRE, SD (605)224-5400	HURON, SD (605)353-1200	WATERTOWN, SD (605)954-7100	FREMONT, NE (402)721-2800	KEARNEY, NE (308)236-4640	PICKRELL, NE (402)673-4200
CHADRON, NE (308)432-5593	SIDNEY, MT (406)742-7700							

COUNTERWEIGHT KITS

Model	Weight
302.7 CR, 303 CR, 303.5 CR	100 kg
	250 kg
304	250 kg
305 CR	240 kg
306 CR, 308 CR, 309 CR, 310	250 kg



Counterweight Kits provide increased stability and improved safety.

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:	May 20, 2024	Requested By:	Jessica Pickett								
Desired Action of City Council:	Approval of \$5,347 of contingency funds to replace bingo equipment.										
Amount Budgeted in current fiscal year for this item (if applicable):	0										
Agenda Item:	JVCC Bingo Equipment Contingency Funding Request										
Explanation/Background of Agenda Item Requested:	The James Valley Community Center is requesting contingency funds to replace bingo equipment. The current bingo flashboard and computer operating system are both non-operational and have been disposed of. The bingo table is still operational and can be used with the new equipment. The bingo equipment was purchased in used condition in 2013. In order to continue this activity, we need to purchase: <table><tr><td>Windows 10 CPU</td><td>\$2862</td></tr><tr><td>Camera</td><td>\$875</td></tr><tr><td>Shipping & Installation</td><td>\$1000 (estimate)</td></tr><tr><td>85" TV & Mounting Brackets</td><td>\$1500</td></tr></table> Bingo is currently played at the James Valley Community Center on the 1st and 3rd Tuesday of the month during the day and 2nd and 4th Thursday in the evening. Approximately 20-40 community members attend and play bingo during those times. It is also used for special events. In 2023, bingo profited \$5902.50 and is currently at \$2476.25 for 2024. There is currently \$890.77 in the JVCC designated improvements fund which will be used for this project. Total Funds \$5347 JVCC General Ledger 218-45180-42900 Fundraising			Windows 10 CPU	\$2862	Camera	\$875	Shipping & Installation	\$1000 (estimate)	85" TV & Mounting Brackets	\$1500
Windows 10 CPU	\$2862										
Camera	\$875										
Shipping & Installation	\$1000 (estimate)										
85" TV & Mounting Brackets	\$1500										

Jessica – These are the replacements that you will need! Your cost does not include shipping.

		MSRP	YOUR COST
1734113-21b	Windows 10 Replacement CPU for PowerPlay 500 series with SERIAL port to monitor - Does have a capture card	\$3205.00	\$2861.35
1034X600	Color Camera option to upgrade to an NTSC Camera	\$949.00	\$875.00

Let me know if you have any questions.

Thanks

Melissa Muller
605-882-4535
Watwholesale@iw.net



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:	May 20, 2024	Requested By:	Dan Pollreisz
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Surplus Ambulance From Fire/EMS To Be Traded In		
Explanation/Background of Agenda Item Requested:	2015 Ford Horton ambulance, VIN 1FDRF3GT3FEB26125, is being surplused for trade-in to be applied towards the purchase of a new ambulance.		

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:	May 20, 2024	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Authorization to Apply for South Dakota Department of Transportation Section 5311 and Title IIIB Grant Funds		
Explanation/Background of Agenda Item Requested:	This grant application is for Palace Transit's annual Administrative and Operating grant funding through the South Dakota Department of Transportation. The transit funding fiscal year runs October 1, 2024 through September 30, 2025. Palace Transit is a subgrantee under the SD DPT for Surface Transportation Funds provided through the Federal Transit Administration as well as Title IIIB funding. Funding Breakdown Administrative = 80% Federal & 20% Local Operating = 50% Federal & 50% Local Title IIIB = No local match requirement State Funds = No local match requirement		

*Section 5311 & Title IIIB Application and
Guide for Fiscal Year 2025*



Section 5311 Program

The Surface Transportation Assistance Act authorized the Section 5311 Program. The U.S. Department of Transportation selected the Federal Transit Administration (FTA) for federal liaison and the Governor of South Dakota has designated the South Dakota Department of Transportation (SDDOT) for state administration.

There are three categories of public transportation assistance: 1) administrative costs, 2) operating costs, 3) capital. Administrative costs are reimbursed using 82.82% federal funds; examples are project director salaries, vehicle insurance and secretary and bookkeeper salaries. Operating costs are reimbursed using federal funds to pay 51.76% of the operating deficit examples are driver and dispatcher salaries, oil and fuel costs, vehicle maintenance and repair costs, licenses, and bus barn utilities. Capital costs are reimbursed using federal funds to pay 80% of the capital deficit; examples are Vehicle and facility preventive maintenance and rolling stock (Inter-city bus provider only). The local share must be provided from sources other than federal funds except where specific legislative language of a federal program permits. Projects eligible for Section 5311 assistance must benefit residents in non-urban areas of South Dakota with less than 50,000 population.

Title III-B Program

The Administration for Community Living (ACL) authorizes the Older Americans Act (OAA) Title III B Supportive Services program to make transportation affordable and accessible for people with disabilities, older adults, and caregivers to travel to work, volunteer, spend time with family and friends, and engage in their community while living in their homes avoiding institutionalized care. The U.S. Department of Health and Human Services selected the Administration on Aging (AoA) as the federal liaison and the Governor of South Dakota has designated the South Dakota Department of Human Services (SDDHS), Division of Long-Term Services and Supports as state liaison.

Older Adults aged 60 and over qualify for rides under Title III-B and can contribute back to the transit program by donating at a suggested donation. Any qualifying older individual aged 60 and over cannot be turned away due to inability to pay for their, donations are encouraged, and a suggested donation schedule shall be developed and posted to include the full cost of services by stating the cost per mile or trip. The schedule shall be posted as a public announcement in the transit office, senior center, in the vehicle and printed in brochures and newsletters.

There are two categories of Title III-B assistance: 1) administrative costs and 2) service/operating costs. Examples of administrative costs include director salaries, travel, and office supplies. Service/operating cost examples include driver salaries, travel, insurance, oil, fuel, maintenance, and repair costs.

Title III-B administrative and service/operating costs are combined into total costs. This total cost is reduced by reimbursements and participant donations equaling net cost. Assistance may be sought using federal/state funds to pay 75% of the net cost. The remaining 25% of net cost must be provided by the applicant in the form of cash match.

Projects eligible for Title III-B assistance may serve people in urbanized and/or non-urbanized areas.

Technical Assistance

SDDOT and SDDHS intend to assist any prospective applicants in the preparation of applications for projects under this program including those that provide service to predominately low-income and minority populations. Applications prepared with SDDOT and SDDHS assistance will be evaluated on the same basis as those which are not.

Any applicant seeking assistance in preparing an application should contact:

Terri Geigle
Office of Air, Rail & Transit
South Dakota Department of Transportation
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
Phone: 605-773-3014
E-mail: Terri.Geigle@state.sd.us

Monte Meier
Office of Air, Rail & Transit
South Dakota Department of Transportation
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
Phone: 605-773-4169
E-mail: Monte.Meier@state.sd.us

Taylor McLennan
Division of Long-Term Services and
Supports
South Dakota Department of
Human Services
3800 E. Highway 34
C/O 500 East Capitol
Pierre, South Dakota 57501-5070
Phone: 605-773-3656
E-Mail: Taylor.McLennan@state.sd.us

Application Instructions

An application must be submitted for each project by the appropriate applicant/grantee. Below are a list of definitions and a list of application submittal requirements that must be included in the application submission. The required submittals are described in greater detail later in this application.

Definitions

- **Designated State Agency** - SDDOT, Secretariat and SDDHS, Division of Long-Term Services and Supports.
- **Applicant/Grantee** - the organization undertaking legal responsibility for carrying out project.
- **Eligible applicants** – State Agencies, Local Public Bodies and Agencies thereof (cities-counties), Indian Tribes and Nonprofit Organizations. Private for-profit providers of service are eligible recipients through purchase of service agreements with a local eligible applicant for the provision of public transportation services.

Application Submittal Requirements

Required Document	Required if submitting for 5311 Only	Required if submitting for both 5311 / Title III-B	Required if submitting for Title III-B Only
Application Cover Sheet – Attachment 1	X	X	X
System Description and Level/Use of Service – Attachment 2	X	X	X
Project Description and Justification – Attachment 3	X	X	X
Assurance – Attachment 4	X	X	
Project Budget - Attachment 5	X	X	
Annual Vehicle Certification – Facility - Attachment 6	X	X	X
Annual Shop Equipment or Tool Certification – Attachment 7	X	X	X
Annual Vehicle Use Certification – Attachment 8	X	X	X
Published Public Notice	X	X	
Title III-B Assurance – Attachment 10		X	X
Transportation Service Projections - Title III-B Projects – Attachment 11			X
Transportation Objectives and Budget – Title III-B Projects – Attachment 12			X
Indirect Cost Documentation - Attachment 13	X	X	

IMPORTANT SUBMISSION INFORMATION

Applications can be submitted either by hard copy or electronically. All the required signatures must be included in the submission before an application can be accepted.

All applicants requesting Section 5311 funds **only** shall submit applications to the South Dakota Department of Transportation.

All applicants requesting Title III-B funds **only** shall submit applications to the South Dakota Department of Human Services, Division of Long-Term Services and Supports.

All applicants requesting **both** Section 5311 and Title III-B funding shall submit to South Dakota Department of Transportation.

All applicants requesting funds shall submit applications to

SD Department of Transportation
Office of Air, Rail and Transit
Attn: Transit Staff
700 E. Broadway Avenue
Pierre, SD 57501

Or via email to:

Terri.Geigle@state.sd.us and

Monte.Meier@state.sd.us

Applications not received by the SDDOT imposed deadline will be considered ineligible for consideration. Subrecipients considered non-compliant with grant regulations at the time of project selection may be determined to not have the technical capacity to receive funding.

Any subrecipient considered non-compliant with SDDOT or FTA rules and regulations will be notified of the non-compliance by SDDOT. The subrecipient will have 90 days from the notification date to resolve all non-compliant issues. If the subrecipient fails to resolve compliance issue(s), allocated funding will be redistributed to eligible subrecipients.

Subrecipients will have 90 days to execute the funding agreement provided by the SDDOT. If the subrecipient fails to meet the deadline, the allocated funding will be re-distributed to eligible subrecipients.

All subrecipients applying for the above listed funds will be required to complete a Subrecipient Questionnaire. The Subrecipient Questionnaire will be reviewed and ranked to determine the subrecipient's financial risk. Based on the risk assessment, additional technical assistance and monitoring may be required. It may also result in SDDOT making the decision to withhold or not award federal funds to the applicant.

Applications are due to SDDOT:

June 3, 2024

ATTACHMENTS

Attachment	Title	Pages
1	Application Cover Sheet	11
2	System Description and Level/Use of Service	12-13
3	Project Description and Justification	14
4	Assurance	15
5	Project Budget Information	16-21
6	Annual Bus Facility Use Certification	22
7	Annual Shop Equipment or Tool Certification	23
8	Annual Vehicle Use Certification	24
9	Public Notice	25
10	Title III-B Assurances	26-32
11	Title III-B Transportation - Service Projections	33
12	Title III-B Transportation – Objective Service Operation Costs Administration Budget Project Summary Project Supporting Budget Schedule Local Match Available Staff Training Plan	34-37 38-39 40-41 42-43 44 45 46
13	Indirect Cost Documentation	47

Attachment 1 Cover Sheet

Each agency is to include a cover sheet to enclose this entire application.

Attachment 2 System Description and Level and Use of Service

These worksheets allow the applicant to describe system characteristics and service level characteristics.

Attachment 3 Project Description and Justification

All applications must include the following information that is not found elsewhere in the application. The narrative must include the following paragraph headings and information for approval:

Purpose

The purpose for applying and how the subrecipient will benefit from this funding.

Project Description/Justification

This section must include a description of the proposed project, including a summary of any proposed or implemented improvements within the current year and/or expansions or reductions in current service, if applicable. This description must include the following supportive information, but it is not limited to these items:

1. Description of proposed service to all users including general public, low-income, elderly, citizens with disabilities and minority populations.
2. The benefits to all users: general public, low-income, elderly, citizens with disabilities, and minority populations.
3. Current map of service area showing communities served or routes.
4. Description of how the general public including low-income, elderly, citizens with disabilities and minority populations will be informed of the service.
5. Preventive Maintenance: The preventive maintenance allocation is based on revenue miles driven by non-5310 funded revenue vehicles from the prior year's performance data by applying an allocated amount per mile allowable. An applicant can submit justification to adjust the rate used for consideration based on preventive maintenance cost history and state of good repair.

Project Coordination Initiative

All Section 5311 subrecipients that also receive section 5310 are encouraged to use the Statewide Coordinated Public Transit-Human Services Transportation and individual agency Plan an of Action to address coordination from the statewide plan. For more details refer to the subrecipient manual.

If you are a new section 5310 applicant, it is required, to be part of the statewide coordination plan or submit an individual coordination plan for SDDOT approval.

Public Involvement

This illustrates the extent of public involvement in preparing the application. Any meetings, hearings or public notices pertaining to the application or project must be described.

Private Enterprise Involvement

This section describes existing private mass transportation companies in the service area to be covered by the project. If the project provides service in competition with or supplementary to service provided by an existing mass transportation company, the description must outline how the project is essential and how the recipient, to the maximum extent feasible, provides for the participation of the private companies. This description shows the project's efforts to include private providers and other forms of private enterprise in the project. A copy of the required public notice must be sent by direct mail to each private and public provider in your service area. The description must include or describe the results of the mailing. If the recipient contracts directly with a private company for the transportation service, this description is not required.

Provisions for Elderly Persons and Persons with Disabilities and Low-Income or Minority Populations

This section must describe how the needs of the elderly persons and persons with disabilities, especially wheelchair users and semi-ambulatory persons, will be met. The applicant must make every effort to ensure that elderly persons and persons with disabilities will be able to use the public transportation service effectively. In addition, applicants must provide a balanced description of the needs of all users, including low-income or minority users. Applicants are advised that the needs of all populations are to be weighed equally, including those of the general public.

Attachment 4 Standard Assurance (Section 5311 Applications and Title III-B Applications)

The assurances in attachment 4 for Section 5311 are statements assuring compliance with the laws and administrative requirements described in the attachment. Attachment 4 may simply be reproduced, signed, dated, and submitted. However, the submission must use each assurance verbatim.

Before signing the master list of assurances, an applicant is advised to examine the assurances carefully to become fully aware of the obligations being undertaken. While the majority of assurances are self-explanatory, others may require referring to the cited Federal Regulations.

Attachment 5 Project Budget

Each application must include a project budget for each service area. If an area has its own Board of Directors, then a budget will be required. The budget guidance is located in Attachment 5 for Section 5311 applicants and in Attachment 12 for Title III-B applicants.

All increases from the previous year must be clearly identified for each line item along with supportive justifications for the proposed increases.

Attachments 6, 7, 8 Annual Certifications

These certifications are required of all applicants if applicable. If a certification is not applicable to an applicant, please write "N/A" on the certification and return it with those certifications that are applicable to the project. All certifications should be returned with the applications.

Attachment 9 Public Notice (Section 5311 Applications)

Before the application can be approved by SDDOT, the applicant must publish a public notice offering the opportunity for a public hearing on the proposed Section 5311 project and invite service proposals from private and public transit providers.

The applicant must publish the public notice in newspaper(s) of general circulation in the service area. This notice shall be published at least twice, with the first publication at least ten days before the application is submitted to SDDOT. The public should be given thirty days from the first publication to respond. If a sample cover letter and sample public notice is needed, please contact the SDDOT Transit office.

The applicant must document the results of the public notice. If there is a request for a hearing, SDDOT will publish a notice of intent to hold a public hearing in a newspaper of general circulation in the service area. This notice shall be published at least twice before the public hearing with the first publication occurring not less than thirty days before the date of the hearing. SDDOT will make a transcript of the hearing.

A copy of the PUBLIC NOTICE must be sent by direct mail to all public and private transit or paratransit providers in the proposed service area at the time the notice is sent to the newspaper(s) for publishing. Any response to this mailing must be documented.

Attachment 10 Assurance (Section 5311 and Title III-B Applications)

The assurances in attachment 10 for Title III-B are statements assuring compliance with the laws and administrative requirements described in the attachment. Attachment 10 may simply be reproduced, signed, dated, and submitted. However, the applicant must use each assurance verbatim.

Before signing the master list of assurances, an applicant is advised to examine the assurances carefully to become fully aware of the obligations being undertaken. While the majority of assurances are self-explanatory, others may require referring to the cited Federal Regulations.

Attachment 11, 12 Transportation Service Projections (Title III-B Applications)

All Title III-B applications must include completed forms in these sections.

Attachment 13
Indirect Cost
(Section 5311 Application)

Provide Cost Allocation plan and approval by cognizant agency, if applicable.

**Attachment 1
Application Cover Sheet
(Section 5311 and Title III-B)**

PROJECT PERIOD

Beginning:		Ending:	
------------	--	---------	--

INDICATE FUNDING REQUESTED

Check the funding requested:

☐ Section 5311 ☐ Section 5311/Title III-B ☐ Title III-B

APPLICANT AGENCY

Name:	
Address:	
City:	
State:	
Zip Code:	

The applicant certifies that to the best of its knowledge and belief, the statements in this application are true and correct, and that it will comply with the attached assurances.

<i>Printed Name of Authorized Representative of Board</i>	
<i>Title</i>	<i>Telephone Number</i>
<i>Signature of Authorized Person</i>	<i>Date of Application</i>

CONTACT PERSON FOR QUESTIONS PERTAINING TO THIS APPLICATION

Name:	
Address:	
Telephone Number:	
E-Mail Address:	

Attachment 2
System Description
Section 5311 and Title III-B

1. Type of service (check all that apply):

- ☐ Fixed Route ☐ Demand/Response
☐ Deviated Fixed Route

*If Fixed Route, describe how you meet the requirements of the Americans with Disabilities Act. *You will need to provide a Complementary Paratransit Plan to SDDOT office.*

**If Demand/Response is this:

- ☐ Curb-to-curb ☐ Door-to-door
☐ Door-through-door ☐ Reservations required***

If reservations are required, how far in advance? _____

2. Service Area:

Check one: ☐ City ☐ County ☐ multi-County, ☐ Other (specify):

3. Population:

What is the population of your service area?

4. Connectivity:

Do you connect with other modes of transportation? Check all that apply.

- ☐ Urban Public Systems ☐ Airports/Trains
☐ Intercity Carriers ☐ Other Rural Operators in Your Region (***please list below***):

As stated in the state management plan, the intercity bus provider is required to perform yearly meetings with all agencies who provide feeder service to ensure the local communities needs are being met.

If applicable, please provide date the meeting was conducted.

Attachment 2
Level and Use of Service
Section 5311 Applicants

1. Ridership:

Estimate the average number of rides:

Per Day:		Per Year:	
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Projected growth or decline in rides over last year:

Per Day:		Per Year:	
----------	--	-----------	--

2. Passenger Type: **Indicate percent. Must total 100%.**

	Elderly (60 and over)
	Disabled
	General Public
	Youth

3. Trip Purpose: **Indicate percent. Must total 100%.**

	Medical		Employment
	Nutrition		Social/Recreation
	Education		Shopping/Personal
	Other (specify)		

4. Days/Hours of Service:

List days of the week and hours transit provider is in service.

--

5. Marketing or Advertising:

Explain how people know about or can access the transit provider for service.

--

6. Annual Miles of Service:

Total annual mileage of all vehicles:

--

7. What percent of the public transit overall budget is federally subsidized?

--

8. Provide the local match source that will be used to match the Section 5311 funds.

--

9. Provide an explanation of the economic impact transit provided to the service area.

--

Attachment 3
Project Description and Justification

Please refer to the attachment description at the beginning of the application regarding project description and justification as required.

Use additional pages as necessary.

**Attachment 4
Assurance
(Section 5311 Applications)**

The		hereby assures and certifies to the following:
-----	--	--

1. That "special efforts are being made in its service area to provide transportation that people with disabilities, unable to use the recipient's service for the general public, can use. This transportation service shall be reasonable in comparison to the service provided to the general public and shall meet a significant fraction of the actual transportation needs of such persons within a reasonable time."
2. Have the requisite fiscal, managerial, technical, and legal capability to carry out the Section 5311 program and to receive and disburse Federal funds.
3. Some combination of state, local, or private funding sources has been and will be committed to provide the required local share.
4. Have, or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and/or equipment purchased under this project, as applicable.
5. To the maximum extent feasible coordinated with other transportation providers and users, including social service agencies capable of purchasing service.
6. The subrecipient will confirm to the 200CFR Part 200 requirements as it pertains to this funding.

Date:

By:
Signature of Authorized Official

Attachment 5
5311 Project Budget Information
(Section 5311 Applications)

In preparing Section 5311 project budgets, applicants shall itemize entries under each revenue and expense category. Each entry must outline the proposed increase from the previous year with a justification for the proposed increase in each budget submitted. It is particularly important that the itemization of revenues and expenses be sufficient for SDDOT to verify the calculations of eligible operating expenses, net project cost, local match, and eligible Section 5311 assistance. For example, the national RTAP has a cost allocation tool available at <https://www.nationalrtap.org/Technology-Tools/Cost-Allocation-Calculator/Support>.

The budget is developed by Section 5311 applicants on the basis of revenue and expense statements. The budget serves three basic and interrelated purposes:

1. The project budget must fully describe estimated transit operating expenses, the identification of expenses, the application of state and local government funds and other sources of local match, and the resulting eligibility for Section 5311 assistance.
2. To demonstrate the manner in which the eligible expenses are covered by transit operating revenues, state/local government funds, other non-federal income sources, and Section 5311 operating assistance.
3. To demonstrate the required matching of federal funds by a local match. (Throughout this section, the term "local match" is used synonymously with "non-federal share", and may include state funds, county funds, funds provided by regional bodies, certain non-fare box transit revenues, and unrestricted federal funds which are eligible as local match.) For operating assistance, the amount represented as local match must be equal to or greater than the amount of Section 5311 funds requested.

Appropriate documentation in support of the project budget may be provided to demonstrate the proper allocation of revenues to non-operating expenses and such other reconciliations as may be necessary to clarify estimates or projections of financial conditions during the project year. Certification of project budgets based on estimates or projections is not required. Section 5311 funds are disbursed on a reimbursement basis only. The project budget shows estimated Section 5311 funds, but reimbursements are made on all eligible actual costs up to the limiting contract amount.

Use the excel format budget and modify as directed to fit the agency's operations. The budget line items and amounts should match the administrative, operating, and capital expenses of the agency.

1. To calculate Capital Preventive Maintenance Line item for FY25 use .10 per revenue mile. Non-5310 Revenue vehicle miles are to be used from prior year ridership verified with SDDOT for this calculation.
2. Facility Preventative Maintenance - Complete the Facility Maintenance tab to provide details of the projects included in the budget line item. The total from this tab needs to be entered into the budget line item on the budget tab.

All expenses applied for in this application are to be directly related to your transit program and shall relate to an actual cost incurred by the organization while providing public transportation for people. If staff works on multiple programs in your organization, you must only submit bills for work related to the transit program.

The project budget submitted in this exhibit contains several basic line items, as follows:

- Eligible Expenses
 - Administrative and Overhead - Some of the more common eligible administrative and overhead expenses are the project director's salary, secretary and bookkeeper salaries, office supplies, office rent, utilities, travel expenses, vehicle insurance, vehicle lease, and training.
 - Operating - Eligible operating expenses are fuel, oil, replacement tires, replacement parts, drivers' and mechanics' salaries, dispatcher salaries, and vehicle licenses. Expenses for contractual services directly incidental to the management and operation of transportation services and which are not otherwise reimbursed are also included. In practice, eligible operating expenses are derived as the remainder when various categories of non-eligible expenses are subtracted from total expenses.
 - ❖ The following three items are generally **ineligible** for Section 5311 assistance:
 1. Costs of advisory councils, unless prior SDDOT approval has been granted.
 2. Indirect transit-related functions or activities of regional or local entities performed as a normal or direct aspect of general public administration (e.g., expenses of a City Council in considering transit matters).
 3. Expenses for contingencies or capital acquisitions, including contributions to a capital reserve account or fund.
 - Capital - Eligible expenses include facility and vehicle preventive maintenance. Refer to SDDOT eligible and ineligible guidance located on SDDOT Website. Rolling stock is only eligible for intercity bus providers.

- Vehicle and Other Income

As indicated above, all funds used to cover eligible operating expenses must be represented in the project budget. This line represents those revenues used to cover eligible expenses. This can include all or part of a service contract.

Revenue items that directly offset transit expenses and which are subtracted from the total project costs to determine net project costs eligible for Section 5311 assistance include:

- All fares must be reported at 100%.
- Interest income earned on working capital.
- Proceeds from the sale of equipment in excess of the depreciated value (Private Operator only).
- Sale of concessions and advertising.
- Cash discounts and refunds that directly offset accrued expenses.
- Insurance claims and reimbursements that directly offset accrued liabilities.

- Net Project Cost

- Administrative: Net administrative cost equals Total Administrative Costs minus Vehicle & Other Income. This is the amount of eligible administrative expenses that is eligible to be covered by Section 5311 funds and the required local match funds. The reimbursement for administration expenses shall not exceed 82.82% of net project costs.

- Operating: Net operating cost equals Total Operating Cost minus Vehicle and Other Income. This is the amount of eligible operating expenses that is eligible to be covered by Section 5311 funds and the required local match funds. The reimbursement for Operating expenses shall not exceed 51.76% of Net Operating Costs.
- Capital: Net Capital costs equals Total Capital Costs minus Vehicle and Other Income. This is the amount of eligible capital expenses that is eligible to be covered by Section 5311 funds and the required local match funds. The reimbursement for capital expenses shall not exceed 80% of Net Capital Costs

- Local Match

Local match (i.e., non-federal share) includes all funds that can be used to match Section 5311 funds. The local match must be 17.18% of the net administrative cost, 48.24% of the net operating cost, and 20% for capital. Local match may include state funds, county funds, contracts, Medicaid, funds provided by regional bodies, non-operating revenues and unrestricted funds from other federal programs.

Non-operating revenues are public grants, service contracts, and income generated from other activities of the local agency not directly related to transit vehicle operation and maintenance, such as ferry operations, airport operations, and interstate carrier ticket sales.

Unrestricted funds are Federal funds allowed by the Federal agency administering them to be used to match other Federal dollars, such as Title III-B funds. However, the applicant must have documentation that authorization has been received from the Federal agency to use funds for matching purposes.

Project applicants are ultimately responsible for identifying unrestricted funds because they are held accountable by the other federal agencies involved.

- Section 5311 Funds Requested

This is the amount determined to be the estimated Section 5311 share. The estimated Section 5311 share is 82.82% of the net administrative cost, 51.76% of the net operating cost, and 80% of the total cost of capital. Total Section 5311 Funds - This amount represents the total of estimated Section 5311 funds requested for administrative, operating, and capital.

- Summary Of All Funds

These amounts summarize the funds breakdown provided in the above budget.

- Intercity Bus (ICB) Feeder Budget Guidance

Complete the ICB feeder budget tab in the excel budget template to include all eligible ICB feeder service costs for your agency. The ICB budget will be added to the budget summary tab to include an overall proposed budget in the application.

Attachment 5
Project Budget Summary – Instructions
Projects requesting Section 5311/Title III-B Funds

TOTAL PROPOSED BUDGET –

Line 1 - Enter Proposed Budget Subtotals from Administrative, Operating, and Capital Budget sheets.

Line 1 – Total Column – Sum of Line 1 Administrative, Operating, and Capital Columns.

BUS AND OTHER INCOME –All revenues directly derived from the bus must be identified in this category.

Line 2a – Vehicle Donations/Fares – Enter estimated donations and fares to be collected. 100% of fares are required to be reported during the month they are received.

Line 2b - Advertising – Enter estimated income from sale of advertisements on the vehicles.

Line 2c – Medicaid – Enter estimated or projected Medicaid reimbursements.

Line 2d – Vehicle Contracts. Show each contract on a separate line. Add lines if necessary.

Line 2e - Other Local Funds – Specify other income that is used to directly offset transit operating or administration expenses, interest income earned on working capital, insurance claims and reimbursements which directly offset accrued liabilities, sale of equipment, cash discounts and refunds that directly offset accrued expenses, etc.

TOTAL VEHICLE AND OTHER INCOME

Line 3 - Sum of Lines 2a through 2e.

Line 3 - Total Column - Sum of Line 3 Administrative, Operating, and Capital Columns.

NET PROJECT COSTS – This calculation is the difference between the total proposed budget and revenues directly coming from the operation of the vehicles indicated per category.

Line 4 - Result of Line 1 minus Line 3.

REQUESTED 5311 FUNDS

Line 6 - Result of Line 4 times the percentage on Line 5. This is the maximum amount that may be requested and reimbursed in Section 5311 program funds.

Line 6 - Total Column – Sum of Line 6 Administrative, Operating, and Capital Columns.

Attachment 5 Instructions

LOCAL MATCH – This category is the match requirements for the Section 5311 program, as follows 17.18% of net administrative project costs, 48.24% of net operating project costs and 20% of net capital project costs.

Match funds may include State funds, county funds, funds provided by regional bodies, non-operating revenues, and unrestricted funds from other federal programs or contracts. Unrestricted funds are Federal funds allowed by the administering agency to be used as match, such as Title III-B funds. The applicant must have documentation that authorization has been received from the Federal agency to use the funds for matching purposes.

Line 7a – Enter the amount of Title III-B Funds being requested. Title III-B funds will be provided at the same level as FY 2024.

Line 7b – Enter state funds received prior year.

Line 7c – Local Funds to be used as local match.

Line 7d – Other Funds to be used as local match.

REQUIRED LOCAL MATCH

Local Match is Required for administrative, operating, and capital.

Line 8 – Sum of Lines 7a through 7d. Administrative Column must equal 17.18% of Line 4 Administrative Column, Operating Column must equal 48.24% of Line 4 Operating Column and Capital Column must equal 20% of Line 4 Capital Column.

Line 8 – Total Column – Sum of Line 8 Administrative, Operating and Capital Columns.

TOTAL REQUESTED SECTION 5311 FUNDS

Line 9 – Enter the amount from Line 6 Total Column.

TOTAL REQUESTED TITLE III-B FUNDS

Line 10 – Enter the sum of Line 7a Administrative, Operating and Capital Columns.

TOTAL REQUESTED STATE FUNDS

Line 11 – Enter the amount received in the current year of State Funds. State Funds will be granted at same levels as FY 2024 based on availability.

TOTAL LOCAL EFFORT

Line 12 – Enter the difference of Line 4 Total Column minus Lines 9, 10, and 11.

TOTAL FUNDING

Line 13 – Enter the sum of Lines 3 and 9 through 12. This should equal Line 1's Total Column.

Attachment 5
Project Budget Summary – Instructions
Projects requesting Section 5311/Title III-B Funds

Please complete Excel FY2025 Budget Template that accompanies the application. This form will allow for easier customization of the budget lines items. By accurately identifying the positions and budget line items, it allows us to capture the data more accurately. This will help us to better identify each agency's needs while assisting with oversight requirements. The agency's request form is required to match the approved budget line items. If you have a budget line item not listed in the approved budget, please insert or replace an unused budget line item.

Attachment 6
Annual Vehicle Facility Use
Certification(Section 5311)

Annual Vehicle Facility Use Certification

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual vehicle facility use certification.

I, [REDACTED], certify to the SDDOT, that the vehicle facility that has been partially funded(Exec Director, Board Pres., etc.)

with funds from the Federal Transit Administration to [REDACTED] is still being used
(Your transit agency name)

in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the facility has been refunded or reduced. Applicable facilities will be maintained at a high level of cleanliness, safety, and mechanical soundness. It is understood that this facility is to be used for transit-related purposes, and this/these facilities will be maintained in accordance with the Maintenance Facility Policy that was signed on [REDACTED] and submitted to SDDOT.

I understand a template of the Asset Maintenance Plan is available to me at

<https://dot.sd.gov/transportation/public-transit/forms-publications> and will be immediately available to mewhen requested, and that SDDOT may request a copy of our signed Asset Maintenance Plan at anytime. This certification applies to vehicle facilities in the following community/communities:

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Printed Name	Transit Agency Name
Signed Name, Title	Date

Attachment 7
Annual Shop Equipment or Tool Certification
(Section 5311 Applications)

Annual Shop Equipment or Tool Certification

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual shop equipment or tool certification with your FY 2025 Application.

I [redacted] certify to the SDDOT, that the shop equipment or tools that
(Exec Director, Board Pres., etc.)

have been granted to [redacted] with funds
(Your transit agency name)

from the Federal Transit Administration or the State of South Dakota, are being used in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the shop equipment or tools have been refunded or reduced. Applicable equipment and tools will be maintained at a high level of cleanliness, safety, and mechanical soundness.

List shop equipment or tools that have been funded in part by funds from the Federal Transit Administration:

--

Printed Name	Transit Agency Name
Signed Name, Title	Date

Attachment 8
Annual Vehicle Use Certification
(Section 5311 Applications)

Annual Vehicle Use Certification

The South Dakota Department of Transportation, Office of Air, Rail and Transit (SDDOT) requires you to submit an annual vehicle use certification.

I certify to the SDDOT, that transit vehicles that have been granted
(Exec Director, Board Pres., etc.)

to with funds from the Federal Transit
(Your transit agency name)

Administration or the State of South Dakota, are still being used in accordance with the terms of the original agreement, and that no part of the local contribution to the cost of the equipment has been refunded or reduced. Applicable vehicles will be maintained at a high level of cleanliness, safety, and mechanical soundness.

Printed Name	Transit Agency Name
Signed Name, Title	Date

Attachment 9
Public Notice
(Section 5311 Applications)

Applicant must provide documentation of a public notice and copy of the paper affidavit that the notice was in the paper.

Attachment 10
Assurances
(Title III-B Applications)

The Grantee/Applicant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including 2 CFR Part 200, as they relate to the application, acceptance and use of federal funds for this federally assisted project. Also, the Grantee/Applicant assures and certifies to the grant that:

1. **PROPERTY MANAGEMENT STANDARDS:**
The Grantee agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.
2. **TECHNICAL ASSISTANCE:**
The State agrees to provide technical assistance regarding Department of Human Services rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.
3. **LICENSING AND STANDARD COMPLIANCE:**
The Grantee agrees to comply in full of all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.
4. **ASSURANCE REQUIREMENTS:**
The Grantee agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Drug-Free Workplace, Title VI of the Civil Rights Act of 1964, Section 504 and Section 511 of the Rehabilitation Act of 1973 as amended, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, Deficit Reduction Act of 2005 and American Recovery and Reinvestment Act of 2009, as amended and as applicable.
5. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**
Grantee certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. Grantee further agrees that it will immediately notify the State, if during the term of this Agreement, the Grantee or its principals become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.
6. **OFFICE OF INSPECTOR GENERAL EXCLUSIONARY LIST REQUIREMENTS:**
Grantees, who utilize federal Medicaid or Medicare funds, agree to screen all employees and contractors, prior to hiring or contracting and on a regular basis, to determine whether any of them are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities. Grantee shall maintain documentation to support the screenings were performed and shall immediately report to DHS all cases in which employees are found on the exclusionary list. Grantee understands that no payment shall be made for any goods or services furnished,

ordered, or prescribed by an excluded individual or entity and any payment made for services provided by excluded parties will be recouped; and recoupment may include penalties.

7. **RETENTION AND INSPECTION OF RECORDS:**

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

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

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

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

8. **AUDIT REQUIREMENTS:**

If the total of all Department of Human Service funding is greater than \$750,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Human Services by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. The audit should be sent to:

Department of Human Services
Provider Reimbursements and Grants
3800 East Highway 34
c/o 500 East Capitol
Pierre, SD 57501

Audits conducted in accordance with this provision shall contain, as part of the supplementary information, for Division of Developmental Disabilities (DDD), a DDD cost report as outlined by the Department of Human Services to include schedule A, Schedule B, Attachment A, and Attachment B. Attachment 1 shall be submitted annually and directly to the Department of Human Services within the same time frame and is not considered part of the audit.

If federal funds of \$750,000 or more have been received by the Grantee the audit shall be conducted in accordance with OMB Uniform Guidance 2 CFR Chapter I, Chapter II, Part 200, et al Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the Auditor's report, whichever is earlier. For a Uniform Guidance audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

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

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

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

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

9. COST PRINCIPLES

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Uniform Guidance 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. TERMINATION:

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:

- i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
- ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
- iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
- iv. The Sub-Recipient is in default under any provision of this Agreement.
- v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
- vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.

c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

11. FUNDING:

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

12. ASSIGNMENT AND AMENDMENTS:

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

13. CONTROLLING LAW:

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

14. SUPERCESSION:

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

15. **SEVERABILITY:**
In the event that any provision of this agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. **NOTICE:**
Any notice or other communication required under this agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
17. **SUBCONTRACTORS/SUB-SUB-RECIPIENTS:**
The Grantee will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.
- The Grantee will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Grantee is required to assist in this process as needed.
- The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
18. **FEDERAL FUNDING ACCOUNTING AND TRANSPARENCY ACT**
The Subrecipient agrees to:
- a. Assist and support State in complying with Federal Funding Accounting and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsrs.gov.
 - b. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Subrecipient (Grantee) non-compliance or failure to comply with subsection (a) of this Provision. Subrecipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Subrecipient's failure to supply State with any requested information necessary to comply with FFATA.

19. AWARD RECIPIENT ATTESTATION

The award recipient or sub-recipient attest to meeting the following requirements per SDCL § 1-56-10:

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

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

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

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

20. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

21. INSURANCE:

Before beginning work under this agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Grantee shall furnish copies of insurance policies if requested by the State.

a. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Worker's Compensation Insurance:

The Grantee shall procure and maintain workers' compensation and employer' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

The Grantee agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

22. REPORTING

Grantee agrees to immediately report to the Department any event or incident encountered in the course of performance of this agreement which results in injury to any person or property, or which may otherwise subject Grantee, or the State of South Dakota or its officers, agents, or employees to liability. Grantee shall report any such event to the State immediately upon discovery.

Grantee's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Grantee's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law. Reporting to the State under this section shall not excuse or satisfy any obligation of Grantee to report any event to law enforcement or other entities under the requirements of any applicable law.

23. CONFLICT OF INTEREST

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

24. CONFIDENTIALITY OF INFORMATION

For the purposes of the sub-paragraph, "State Proprietary Information shall include all information disclosed to the Grantee by the State. Grantee acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Grantee shall not: (i) disclose any State Proprietary information to any third person unless otherwise specifically allowed under this contract;

(ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents, or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Grantee is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Grantee shall protect confidentiality of the State's Information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Grantee; (ii) was known to Grantee without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of the State's officers or employees having authority to disclose such information; (iv) was independently developed by Grantee without the benefit of influence of the State's information; (v) becomes known to Grantee without restriction from a source not connected to the State of South Dakota. State's proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Grantee understands that this information is confidential and protected under applicable State law at SDCL §1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Grantee acknowledges that the state and its agencies are public entities and thus bound by the South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this agreement require additional security requirements or clearance, the Grantee will be required to undergo investigation.

25. TERMS:

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

The following shall be completed by the Provider:

Type of Organization:

☐ Individual ☐ Nonprofit ☐ profit

Provider fiscal year begins	and ends

Federal ID Number	
-------------------	--

--

Signature of Authorized Official

--

Title

--

Date

The following shall be completed by the State:

Subrecipient status: XX OR Vendor status: _____

Fund source name: Title III-B CFDA No: 93.044

Program(s): Supportive Services - Transportation

MSA Account Code: 1000\2003 5206070 1920 310E0105

Attachment 11
Title III-B Transportation Service Projections
(Title III-B Application)

PROJECT NAME:

1.

Estimate TOTAL COSTS	\$
Estimate the TOTAL number of miles to be driven	
Estimate the cost per mile: (total costs divided by total miles)	\$

2.

Estimate Units of Service (one-way trips)			
Total Units:		Cost per Unit:	\$
Title III-B Units of Service (for individuals 60 years of age and older:			

3.

Estimate the total number of unduplicated Title III-B participants to be served (60 years of age and older):	
--	--

4.

Estimate the following unduplicated Title III-B participants:	
A. Minority	
B. Greatest Economic Need	
C. Frail/Disabled	

5.

Estimate the number of outreach attempts that will be made to encourage community members to utilize your transportation services	
---	--

Attachment 12
TITLE III-B - TRANSPORTATION
Instructions

Objective:

Complete the objective with the total number of units to be provided and the total number of unduplicated or different people to be served by the end of the grant period.

1. Service Projections:

Fill in the total number of units of service and the total number of unduplicated older persons to be served during each quarter. Individual of greatest economic need have an income at or below the current Bureau of Census poverty threshold. Individuals of greatest social needs may include older adults who are non-English speaking or living alone or in a rural, isolated area.

2. Geographic Area to be Served:

Enter the area to be served by name of town(s) and surrounding vicinities.

3. Supporting Data:

This section is a request for the information you have which shows that there is a need for the particular service in your geographic area. The answer should include the source of this information and the names, if any, of other agencies providing the services in the area.

4. Self-explanatory.

5. Action Steps:

In this section, please provide a step-by-step explanation of how you will achieve the objectives of the grant. Each entry is called an action step that describes the activities that will occur during the grant year. Indicate the timeframe or completion date for each action step. Please include how each of the following areas will be addressed.

- A Promotion/Advertising
- B Service Analysis & Planning
 - i. Evaluations
 - ii. Community surveys
- C Budget
 - i. Fundraising or local support
 - ii. Donations (methods for encouraging & collecting)
 - iii. Cost Analyses
- D Policy Planning (operating & administrative)
- E Involvement with DHS field staff and other agencies.

Provide time frames for completion of the following activities:

- A. Driver Evaluations
- B. Establishment of transportation advisory board

Attachment 12
Title III-B Objectives and Budget
(Title III-B Applications)

Objective: To provide [redacted] units of service to [redacted] unduplicated
 older persons by [redacted]

1. Service Projections:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
Units:					
Unduplicated Persons:					

Of the number of unduplicated persons:

	are of greatest economical need
	are of greatest social need
	are minority

2. Geographic Area to be Served: (County/Town)

3. What data do you have that indicates the need for this service in your area?
 (Source of information, other agencies providing services in your area, etc.)

Estimated average number of miles to be driven each month:	
--	--

Estimated average number of miles to be driven each year:	
---	--

Scheduling - Describe the hours and days of week service is in operation. Attach schedules.

--

List vehicles to be used and source of acquisition:

Are vehicles used by any other agency or organization? _____

If so, who and on what basis?

--

Indicate other vehicles and transportation systems available in your community, e.g., school buses or vehicles owned by other agencies, and explain efforts made to coordinate services or share vehicle use.

--

Attach additional sheets as necessary

4. Action Steps

Completion Date

[illegible]

Attachment 12
TITLE III-B - TRANSPORTATION
Service Operation Costs - Instructions

1. Personnel:

List each individual whose salary and fringe benefits will be a cost to the grant. Fringe benefits may include Social Security, unemployment compensation, Workers Compensation, health insurance, life insurance and retirement. List by title of position, number of hours per day, times hourly rate per hour, times days per year, plus fringe benefits.

EXAMPLE: Driver: 4 hours/day x \$5.00 x 260 days = \$5,200 + \$980 (fringe benefits) = \$6,180.

***Attach an itemization of fringe benefits for full and part-time employees.**

2. Travel:

This item is for staff travel for the purpose of supporting the objective as described in the application. List travel by trips, number of miles and purpose. Any out-of-state travel will require approval by the Division of Long-Term Services and Supports.

Include here any mileage reimbursement for volunteers. Reimbursement may not exceed .51/c per mile. Meal costs may not exceed \$6.00 for breakfast, \$14.00 for lunch, and \$20.00 for dinner. Lodging may not exceed \$75.00 plus tax. Adult Services and Aging will consider higher lodging costs if rate has been approved by the grantee board of directors.

3. Supplies:

List any supplies that are needed for operation of the grant.

4. Other Costs:

List gas, oil, maintenance, repairs, mileage paid to volunteers for transporting eligible individuals and other items not included in the above categories.

5. Vehicle/Volunteer Insurance:

List vehicle/volunteer insurance.

6. Total:

Enter the total of all costs listed in the above budget categories.

Attachment 12
TITLE III-B - TRANSPORTATION
Service Operation Costs

Applicant Name: _____

Budget Category: _____ **Total:** _____

1. Personnel

Position	Hours/Day	Rate/Hour	Days/Year	Fringe Benefits	Total

2. Travel

--

3. Supplies

--

4. Other Costs (Itemize)

--

5. Vehicle/Volunteer Insurance

--

6. Total

--

Attachment 12
TITLE III-B - TRANSPORTATION
Administration Budget - Instructions

1. Personnel:

List each individual whose salary and fringe benefits will be a cost to the grant. List by title of position, number of hours per day spent in this program times hourly rate times days per year plus fringe benefits. Fringe benefits may include Social Security, unemployment compensation, Workers Compensation, health insurance, life insurance and retirement. Use example in service operation costs instructions.

Administrative personnel include project directors, coordinators, secretaries and bookkeepers whose time cannot be tied directly to a specific service objective.

2. Travel:

This item is for staff travel for the purpose of supporting the objective as described in the application. List travel by trips, number of miles and purpose. Any out-of-state travel will require approval by the Division of Long-Term Services and Supports.

Include here any mileage reimbursement for volunteers. Reimbursement may not exceed .51c/ per mile. Meal costs may not exceed \$6.00 for breakfast, \$14.00 for lunch, and \$20.00 for dinner. Lodging may not exceed \$75.00 plus tax. Division of Long-Term Services and Supports will consider higher lodging costs if rate has been approved by the grantee board of directors.

3. Supplies:

List here office supplies such as paper, stamps, pencils, stamps, file folders, etc., and printing costs.

4. Other Costs:

List here such costs as telephone, DTA dues and other administrative costs not entered in the categories above.

5. Total:

Enter the total of all costs listed in the above budget categories.

Attachment 12
TITLE III-B - TRANSPORTATION
Administration Budget

Applicant Name: _____

Budget Category: _____ **Total:** _____

1. Personnel (Include fringe benefits)

Position	Hours/Day	Rate/Hour	Days/Year	Fringe Benefits	Total

2. Travel

--

3. Supplies (Office)

--

4. Other Costs (Itemize)

--

5. Total

--

Attachment 12
TITLE III-B - TRANSPORTATION
Project Summary - Instructions

A. Total Project Budget:

Bring forward totals from service operation costs and administration costs to each budget category and total.

B. Funding:

- | | |
|---|---|
| 1. Total Cost: | Enter the total of project income. |
| 2. Less Reimbursement: | Enter the total estimated reimbursements. |
| 3. Less Participant Donations: | Enter the total of donations. |
| 4. Net Costs: | Line 1 minus Lines 2 and 3. |
| 5. Local Match: | Enter total match (local cash) from the Supporting Budget Schedule. This figure should be at least 25% of Line 4. (Net Costs) |
| 6. Federal/State Title III-B Funds Requested: | Line 4 (Net Costs) minus Line 5 (Local Match). |

C. Enter the total estimated units of service to be provided.

To determine cost per unit, divide the Total Cost from Line B.1. by the number of units.
Total Cost (\$20,000) / Units of Service (10,000) = \$2.00/unit.

D. To be completed by transportation providers only:

Total miles to be drive: Enter the estimated number of miles to be driven during the year.

Cost per mile: Calculate the cost per mile by dividing total cost from Line B.1 by the total number of miles to be driven.

Example: Total Operating Cost: \$5,100
 Miles to be driven: 6,000

\$5,100 divided by 6,000 miles = \$.85 per mile

Attachment 12
TITLE III-B - TRANSPORTATION
Project Summary

A.

Total Project Budget:	Total Service Operation Costs	Administrative Costs	Total
Personnel:			
Travel:			
Supplies:			
Other Costs:			
Vehicle Insurance:			
Total Costs:			

B.

Funding:

1. Total Cost	
2. Less Reimbursements	
3. Less Participant Donations	
4. Net Costs	
5. Local Match Percentage	0%
6. Federal/State Title III-B Funds Requested	

C.

Service/Cost Projections:	
Estimated units of service: *	
<u>Cost per unit of service:</u>	

D.

Transportation Providers:	
Total Miles to be driven: *	
Cost per mile:	

*Use your current units and miles to project year-end totals.

Attachment 12
TITLE III-B - TRANSPORTATION
Project Supporting Budget Schedule – Instructions

Local cash match for Title III-B must be a minimum of 25% of the net costs (total cost less project income).

1. Local Cash Resources

List the amount of cash contributions and source. Attach letters of commitment from contributing organizations. If through fundraising, explain tentative plans).

2. Total

Add the cash resources and enter on the Project Summary Sheet as local match.

3. Other

Some programs have staff whose salaries are paid through Green Thumb, Job Training Partnership Act (JTPA) or other federal programs. These staff are undoubtedly essential to the operation of the program. Please identify those staff persons and their salaries. Also, show volunteer hours per day or other resources available to the program that are not claimed as match.

Attachment 12
TITLE III-B - TRANSPORTATION
Project Supporting Budget Schedule
Local Match Available

Source: _____ Amount: _____

1. Local Cash Resources (Itemize and attach letters of commitment):

2. Total:

3. Other (Explain):

Attachment 12
TITLE III-B - TRANSPORTATION
Staff Training Plan

All Title III grantees shall establish a staff training plan.

In the space below, indicate the areas of training which will be provided during the grant period. Examples of areas of training include, but are not limited to the following: state-provided fiscal training sessions, Cardiopulmonary resuscitation (CPR), first-aid, bus driver training, etc. Grantees should utilize local resources whenever possible in the provision of staff training. Use additional sheets if necessary.

Staff Participants	Training Area	Completion Date

**Attachment 13
Indirect Cost
(Section 5311 Application)**

Provide Cost Allocation plan and approval by cognizant agency, if applicable.

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 20, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-43358 Paint West Water Tower, \$250,784		
Agenda Item:	Change Order #2 to H&W Contracting, LLC for West Side Tower Schedule B Project #2021-03		
Explanation/Background of Agenda Item Requested:	H&W Contracting Change Order No. 2 for the West Water Tower Imp., Project #2021-03 Change Order #2 with H&W Contracting raises the vault hatch and adds the tank mixer to the SCADA system. The change order also updates actual quantities installed on the project. Please see attached Change Order #2 for detailed information. Original Contract Amount - \$674,571 Decrease of Change Order NO. 1 - \$127,240 Current Contract Amount - \$547,331 Increase of this Change Order - \$15,767.09 New Contract Amount - \$563,098.09 City staff recommends approval of Change Order No. 2 for the West Water Tower Imp with H&W Contracting. Project Budget - \$1,175,000 Project Bid Amount - \$1,028,771 Professional Engineering Services - \$99,813.60 Legal and Bond Counsel - \$20,300 Change Order No. 1 with H&W Contracting - -\$127,240 Change Order No. 2 with H&W Contracting - \$15,767.09 Change Order No. 1 with Maguire Iron - \$89,940 Change order No. 2 with Maguire Iron - \$13,500 Project Contingency - \$34,148.31		

Change Order No. Two

Date of Issuance: **5/2/2024** Effective Date **5/2/2024**
Owner: **City of Mitchell** Engineer's Project No.: **15709**
Contractor: **H&W Contracting** Owner's Contract No.:
Engineer: **SPN and Associates**
Project: **West Water Tower Improvements**

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

Description:

The Contract is amended to include raising the vault hatch and adding a run signal from the tank mixer to SCADA. Other pipe, valves, fittings and related items are added to the contract as needed for construction. The bid quantities are adjusted to what is installed to date. The completion dates are extended due to waiting on completion of another contract. A separate completion date is made for extra work items.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES							
Original Contract Price: \$674,571.00	Original Contract Times: Substantial Completion: 10/30/2023 Ready for Final Payment: 11/29/2023							
Increase from previously approved Change Order No. 1 to 1 : -\$127,240.00	Increase from previously approved Change Order No. 1 to 1 : <table><tr><td>Original Contract</td><td>CO 2 Extra Work</td></tr><tr><td>Substantial Completion:</td><td></td></tr><tr><td>Ready for Final Payment:</td><td></td></tr></table>		Original Contract	CO 2 Extra Work	Substantial Completion:		Ready for Final Payment:	
Original Contract	CO 2 Extra Work							
Substantial Completion:								
Ready for Final Payment:								
Contract Price prior to this Change Order: \$547,331.00	Contract Times prior to this Change Order: Substantial Completion: 10/30/2023 Ready for Final Payment: 11/29/2023							
Increase of this Change Order: \$15,767.09	Increase of this Change Order: Substantial Completion: 32 Ready for Final Payment 32							
Contract Price incorporating this Change Order: \$563,098.09	Contract Times with all approved Change Orders: Substantial Completion: 12/1/2023 7/31/2024 Ready for Final Payment 12/31/2023 8/30/2024							

RECOMMENDED:		ACCEPTED:	
By: <u>Camden Holt, PE</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: <u>Vice President</u>	
Date: <u>5/2/24</u>	Date: _____	Date: <u>5/2/24</u>	

CHANGE ORDER NO: Two
PROJECT: West Water Tower Improvements
OWNER: City of Mitchell
PROJECT NUMBER(s): 15709

CONTRACTOR:
H&W Contracting

Bid Schedule B								
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	APPROVED VALUE	RECOMMENDED CHANGES QUANTITY	VALUE	NEW CONTRACT VALUES QUANTITY VALUE
1	Mobilization	1 LS		\$109,500.00	\$109,500.00	LS		100% LS \$109,500.00
2	Remove and Dispose of Concrete Sidewalk	1 LS		\$100.00	\$100.00	-1 LS	-\$100.00	LS
3	Remove and Dispose of Valve Vault, Concrete Support, and Related Items	1 EA		\$6,000.00	\$6,000.00	EA		1 EA \$6,000.00
4	Remove and Dispose of Water Valve	10 EA		\$650.00	\$6,500.00	-1 EA	-\$650.00	9 EA \$5,850.00
5	Remove and Dispose of Water Main 12" and Smaller	36 EA		\$10.00	\$360.00	-25 EA	-\$250.00	11 EA \$110.00
6	Remove and Dispose of Water Main Larger than 12"	67 EA		\$15.00	\$1,005.00	14 EA	\$210.00	81 EA \$1,215.00
7	1.5" PVC	14 LF		\$65.00	\$910.00	-5 LF	-\$325.00	9 LF \$585.00
8	1.5" Curb Stop with Box	1 EA		\$730.00	\$730.00	EA		1 EA \$730.00
9	1.5" PVC Bend	2 EA		\$200.00	\$400.00	EA		2 EA \$400.00
10	Connect to 1.5" Pipe	1 EA		\$500.00	\$500.00	-1 EA	-\$500.00	EA
11	6" PVC Water Main	3 LF		\$125.00	\$375.00	3 LF	\$375.00	6 LF \$750.00
12	8" PVC Water Main	1 LF		\$136.00	\$136.00	-1 LF	-\$136.00	LF
13	12" PVC Water Main	24 LF		\$210.00	\$5,040.00	6 LF	\$1,260.00	30 LF \$6,300.00
14	16" PVC Water Main	3 LF		\$715.00	\$2,145.00	3 LF	\$2,145.00	6 LF \$4,290.00
15	20" PVC Water Main	6 LF		\$600.00	\$3,600.00	14 LF	\$8,400.00	20 LF \$12,000.00
16	24" PVC Water Main	22 LF		\$510.00	\$11,220.00	-20 LF	-\$10,200.00	2 LF \$1,020.00
17	12" 90° Bend	1 EA		\$2,400.00	\$2,400.00	-1 EA	-\$2,400.00	EA
18	12" x 6" Reducer	1 EA		\$1,500.00	\$1,500.00	EA		1 EA \$1,500.00
19	20" x 16" Reducer	1 EA		\$3,555.00	\$3,555.00	-1 EA	-\$3,555.00	EA
20	24" x 16" Reducer	1 EA		\$4,515.00	\$4,515.00	EA		1 EA \$4,515.00
21	24" x 20" Reducer	1 EA		\$5,000.00	\$5,000.00	EA		1 EA \$5,000.00
22	12" x 8" Tee	1 EA		\$2,000.00	\$2,000.00	-1 EA	-\$2,000.00	EA
23	12" x 12" Tee	1 EA		\$2,400.00	\$2,400.00	EA		1 EA \$2,400.00
24	16" x 12" Tee	2 EA		\$3,795.00	\$7,590.00	EA		2 EA \$7,590.00
25	20" x 20" Tee	1 EA		\$7,200.00	\$7,200.00	EA		1 EA \$7,200.00
26	12" Foster Adaptor	2 EA		\$800.00	\$1,600.00	EA		2 EA \$1,600.00
27	16" Foster Adaptor	4 EA		\$1,100.00	\$4,400.00	EA		4 EA \$4,400.00
28	12" Gate Valve	2 EA		\$4,000.00	\$8,000.00	EA		2 EA \$8,000.00

Bid Schedule B				UNIT	APPROVED	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION	QUANTITY		PRICE	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
29	16" Butterfly Valve	2 EA		\$8,900.00	\$17,800.00	EA		2 EA	\$17,800.00
30	20" Butterfly Valve	1 EA		\$12,200.00	\$12,200.00	EA		1 EA	\$12,200.00
31	Fire Hydrant	1 EA		\$4,900.00	\$4,900.00	EA		1 EA	\$4,900.00
32	Furnish Valve Vault with Altitude Control Valve Climate Control and Related Items	1 LS		\$170,500.00	\$170,500.00	LS		1 LS	\$170,500.00
33	Install Valve Vault on Concrete Pad with Pipe Connections	1 LS		\$115,000.00	\$115,000.00	LS		1 LS	\$115,000.00
34	Connect to 8" Water Main	1 EA		\$1,250.00	\$1,250.00	-1 EA	-\$1,250.00	EA	
35	Connect to 20" Water Main	3 EA		\$7,500.00	\$22,500.00	EA		3 EA	\$22,500.00
36	Valve Vault Electrical and Controls	1 LS		\$4,500.00	\$4,500.00	LS		1 LS	\$4,500.00
Total for Bid Schedule B					\$547,331.00		-\$8,976.00		\$538,355.00
Change Order 2 Extra Items									
CO 1	Raise Vault Hatch	LS		\$6,210.69		1 LS	\$6,210.69	1 LS	\$6,210.69
CO 2	Mixer Run Signal to SCADA	LS		\$2,597.40		1 LS	\$2,597.40	1 LS	\$2,597.40
CO 3	Fire Hydrant Extension	EA		\$850.00		1 EA	\$850.00	1 EA	\$850.00
CO 4	Connect 1.5" Pipe to Manhole	EA		\$350.00		1 EA	\$350.00	1 EA	\$350.00
CO 5	12" x 6" Tee	EA		\$1,700.00		1 EA	\$1,700.00	1 EA	\$1,700.00
CO 6	Access Box for PVC Water Well	EA		\$300.00		2 EA	\$600.00	2 EA	\$600.00
CO 7	Connect to Exsiting 6" Water Main	EA		\$1,100.00		1 EA	\$1,100.00	1 EA	\$1,100.00
CO 8	Gravel Surfacing	TN		\$18.00		30 TN	\$540.00	30 TN	\$540.00
CO 9	Site Grading	LS		\$1,200.00		1 LS	\$1,200.00	1 LS	\$1,200.00
CO 10	16" Gate Valve Furnished by Owner	EA		\$2,115.00		1 EA	\$2,115.00	1 EA	\$2,115.00
CO 11	16" PVC Water Main Furnished by Owner	LF		\$120.00		4 LF	\$480.00	4 LF	\$480.00
CO 12	Connect to 16" Water Main Furnished by Owner	EA		\$3,500.00		2 EA	\$7,000.00	2 EA	\$7,000.00
Total Change Order 2 Items							\$24,743.09		\$24,743.09
Total Bid Schedule B with Change Order 2					\$547,331.00		\$15,767.09		\$563,098.09

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

EXCHANGE CLUB OF MITCHELL
PO BOX 811
MITCHELL, SD 57301

Owner's Telephone #: 605-680-3050

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

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

Date 05/06/2024 Print Name AARON MOLLER 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

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

EXCHANGE CLUB OF MITCHELL
PO BOX 811
MITCHELL, SD 57301

Business Telephone #: 605-680-3050

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

County: DAVISON 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:

CADWELL PARK - STATE AMATEUR BASEBALL
TOURNAMENT - AUGUST 6 - 18, 2024.

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

E. State Sales Tax Number 1011-8285-ST

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

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ **REVIEW** _____

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

Name of corporation/partnership/LP LLC EXCHANGE CLUB OF MITCHELL

Address of office and principal place of business of corporation/partnership/LP/LLC PO BOX 811, 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
KEVIN BRUSCHER	PRESIDENT	LOCAL DAVISON COUNTY	BANKER
AARON MOLLER	TREASURER	1414 SHARPSTONE DR, MITCHELL, SD	CPA
BONNIE SCOTT	SECRETARY	LOCAL DAVISON COUNTY	CASA PROGRAM MANAGER
PATRICK SOUKUP	PRESIDENT-ELECT	41233 ROCK CREEK COURT, MITCHELL, SD	MARKETING MANAGER

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
NONE	

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

ALL RECORDS ARE KEPT AT ELO CPAS & ADVISORS (AARON MOLLER, TREASURER'S OFFICE)

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



5/14/2024



May 8, 2024

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	3,500	3,500	\$2.814	\$9,849.00*
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4,000	4,000	\$2.539	\$10,156.00*
Total:				\$20,005.00*

Vollan Oil

On Road Diesel- #2	3,500	3,500	\$2.8349	\$9,922.15
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4,000	4,000	\$2.5623	\$10,249.20
Total:				\$20,171.35

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

Sincerely,
 Kevin Roth
 Street & Sanitation Superintendent

cc: Howe's Oil Company
 Vollan Oil

PAY ESTIMATES FOR MAY 20, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Quality Cut-Lawn & Snow	#2019-53R2 Mitchell Airport Snow Removal	#8F-2023	\$ 4,333.38	\$ 65,000.00	\$ 65,000.00
Rice Lake West	#2020-20 Mitchell Pump Station Above Ground	#12	\$ 612,096.47	\$ 7,380,974.31	\$ 11,637,377.02
Steve Donovan	#2021-14 Firesteel Creek NAWCA Grant Admin.	#9	\$ 3,578.27	\$ 29,745.83	\$ 40,000.00
Brosz Engineering	#2021-16 West Harmon Utility Improvements	#14	\$ 1,435.00	\$ 90,645.00	\$ 114,185.00
Timothy Dean	#2021-18 Firesteel Ducks Unlimited NAWCA Easement	#1	\$ 225,000.00	\$ 225,000.00	
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-26	\$ 11,462.40	\$ 539,971.69	\$ 767,500.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#13	\$ 15,500.00	\$ 69,703.65	
Brosz Engineering	#2021-39 Spruce Street RR Crossing	#9	\$ 4,477.50	\$ 84,012.50	\$ 169,135.00
Nutri Ject Systems Inc.	#2022-1 WWTP -Phase II - South Plant	#1	\$ 8,633.27	\$ 8,633.27	
GeoTek Engineering & Testing	#2022-1 WWTP -Phase II - South Plant	#1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
McLaury Engineering, Inc.	#2022-26 3rd & Main Streetscape	#8	\$ 30,453.75	\$ 108,834.75	\$ 156,456.00
Schoenfelder Construction Inc.	#2022-26 3rd & Main Streetscape	#1	\$ 179,037.41	\$ 179,037.41	\$ 663,573.90
Rexwinkel Concrete Inc.	#2022-34 Cadwell Park Crows Nest & Shad St.	#7	\$ 65,077.34	\$ 455,947.34	\$ 557,928.16
605 Companies Inc.	#2023-19 Cadwell Booster Station Rehab.	#1	\$ 26,321.04	\$ 26,321.04	\$ 359,412.00
McLaury Engineering	#2023-21 2nd/4th & Main Street	#8	\$ 21,086.00	\$ 157,118.82	\$ 177,895.00
Brosz Engineering Inc.	#2024-2 East 5th - Burr to Foster - Utilities	#3	\$ 8,082.50	\$ 27,535.00	\$ 238,710.00
Randall Community Water Distri	#2024-7 Randall Regional Waterline Study	#3	\$ 9,249.80	\$ 110,670.00	
Spencer Quarries Inc.	#2024-10 Rock Chips	#1	\$ 26,646.46	\$ 26,646.46	\$ 44,000.00
Butler Machinery	#2024-16 Mini Excavator off Sourcewell Contract	#1-Final	\$ 104,930.95	\$ 104,930.95	\$ 104,930.95
	TOTALS		\$ 1,372,401.54	\$ 9,705,728.02	\$ 15,111,103.03

Prepared by Deb Hanson-Sudbeck

5/15/2024 4:19 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1110 CITY COUNCIL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03498	COLUMN SOFTWARE PBC					
	I-35882B15-0049		101-41110-42300	LEGAL PUBLICA 05.01-04 BIDS/PROPOSALS	201976	187.69
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 187.69

PACKET : 06863 06864 06865 06866
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
=====						
01-01518	VERIZON WIRELESS					
		I-9962839066	101-41210-42800	UTILITIES-TEL ACCT #886931646-00001	202128	46.91
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-41210-42800	UTILITIES-TEL ACCT #00223662-2	202050	0.07
DEPARTMENT 1210 MAYOR'S OFFICE					TOTAL:	46.98

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06750	ATV HOLDINGS, LLC dba M					
	I-11038761		101-41220-42800	UTILITIES-TEL ACCT #00223662-2	202050	0.24
DEPARTMENT 1220 CITY ADMINISTRATOR						TOTAL: 0.24

05/15/2024 4:19 PM
PACKET : 06863 06864 06865 06866
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06739	THOMSON REUTERS - WEST					
		I-850094032	101-41410-42610	WEST GROUP LA APR 2024 ONLINE SUBSCRIPTION	202112	824.82
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-41410-42810	UTILITIES-TEL ACCT #00223662-2	202050	0.32
01-10550	CADWELL SANFORD DEIBERT					
		I-05072024	101-41410-42200	PROFESSIONAL INDOOR POOL/PUETZ	201965	432.00
				DEPARTMENT 1410 ATTORNEY'S OFFICE	TOTAL:	1,257.14

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02615	SD MUNICIPAL LEAGUE					
	I-200000905		101-41420-42700	TRAVEL BATHKE-BUDGET TRAINING REG	202098	30.00
01-06750	ATV HOLDINGS, LLC dba M					
	I-11038761		101-41420-42800	UTILITIES - T ACCT #00223662-2	202050	3.83
DEPARTMENT 1420 FINANCE						TOTAL: 33.83

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04015	CORN PALACE					
		I-CITY4192024	101-41440-42232	EMPLOYEE RECO PULLED PORK,BEANS,MAC N CHEESE	201980	1,049.50
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00109097-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS,SCREENINGS	201948	3,172.95
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-41440-42800	UTILITIES ACCT #00223662-2	202050	1.20
01-08711	ONE SOURCE THE BACKGROU					
		I-2022153541	101-41440-42210	PROFESSIONAL BACKGROUND CHECK	202070	497.00
DEPARTMENT 1440 HUMAN RESOURCES						TOTAL: 4,720.65

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.04.24	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	202062	1,603.04
01-08281	VESTIS					
		I-6380187679	101-41920-42520	REPAIR-CITY H MAT CLEANING	202129	107.32
		I-6380191243	101-41920-42520	REPAIR-CITY H MAT CLEANING	202129	107.32
01-08540	DAKOTA DATA SHRED					
		I-4147584	101-41920-42520	REPAIR-CITY H SHREDDING SERVICES	201983	68.97
DEPARTMENT 1920 MUNICIPAL BUILDINGS					TOTAL:	1,886.65

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-2891	101-41935-42615	POSTAGE POSTAGE 04.16-30.2024	202081	317.25
		I-597883	101-41935-42615	POSTAGE FLATS POSTAGE 04.16-30.2024	202081	1.61
01-03678	INTERSTATE OFFICE PRODU					
		I-01EC5963	101-41935-42640	COPY MACHINE COPIER PAPER	202019	218.10
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	202050	2,347.91
		I-11038761	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	202050	0.30
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-3432488	101-41935-42920	COMPUTER SOFT FEB 24 BACKUP & RECOVERY	202057	174.49
		I-3577162	101-41935-42920	COMPUTER SOFT APR 24 BACKUP & RECOVERY	202057	163.39
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		3,223.05

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00809	GALLS LLC					
		I-027672718	101-42110-42700	TRAVEL, CONF RESICK UNDERVEST SHIRT	202005	50.25
		I-027736384	101-42110-42700	TRAVEL, CONF MESH POLOS	202005	77.28
01-01050	IVERSON CHRYSLER CENTER					
		I-STD-0006676	101-42110-42902	ALCOHOL TASK VEHICLE RENTAL	202020	69.95
01-01530	COLUMBUS SUPPLY					
		I-50827	101-42110-42600	SUPPLIES TRAINING ARMOUR SUIT	201975	1,696.00
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.05.24	101-42110-42810	UTILITIES 122 S ROWLEY ST	202062	97.49
01-02109	JABR TRUCKING LLC					
		I-2748	101-42110-42980	VEHICLE TOWIN TOWING	202021	185.00
01-03018	KONE CHICAGO					
		I-871350483	101-42110-42500	REPAIR & MAIN ELEVATOR MAINTENANCE	202028	945.66
01-03279	INTERSTATE GLASS & DOOR					
		I-64726	101-42110-42500	REPAIR & MAIN REPAIR ADA OPERATOR	202018	122.45
		I-64772	101-42110-42500	REPAIR & MAIN ENTRY LOCKSET	202018	116.82
01-05910	DAVISON COUNTY SHERRIF'					
		I-05142024	101-42110-42902	ALCOHOL TASK ALCOHOL COMPLIANCE CHECK	201991	137.24
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-42110-42800	TELEPHONE ACCT #00223662-2	202050	25.02
01-08252	CORPORATE TRANSLATION S					
		I-269681	101-42110-42200	PROFESSIONAL TRANSLATION SERVICES	202031	21.73
01-08281	VESTIS					
		I-6380188372	101-42110-42200	PROFESSIONAL MAT CLEANING	202129	56.27
		I-6380191940	101-42110-42200	PROFESSIONAL MAT CLEANING	202129	56.27
01-09000	CASEY TEGETHOFF					
		I-05022024	101-42110-42700	TRAVEL, CONF PPCT INSTRUCTOR-PIERRE MEAL	202111	20.00
01-09253	CREEKSIDE VETERINARY CL					
		I-149060	101-42110-42670	SERVICE DOG S JACKY EXAM	201982	300.00
01-09349	HOWES OIL CO					
		I-340604	101-42110-42610	GAS OIL TIRES UNLEADED FUEL	202014	5,100.79
		I-341000	101-42110-42610	GAS OIL TIRES ON ROAD FUEL	202014	53.58
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4531026	101-42110-42600	SUPPLIES PAPER	202017	23.35

PACKET : 06863 06864 06865 06866

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
01-10467	R PLACE KENNEL					
		I-9653037	101-42110-42670	SERVICE DOG S KENNEL JACKY	202083	125.00
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	9,280.15

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1830459	101-42130-42530	TRAFFIC LIGHT	FLEX SEAL, STARTING FLUID	202088	17.68
	I-1831743	101-42130-42600	SUPPLIES	SHOP KNEE BOOTS	202088	19.99
	I-1836421	101-42130-42540	SIGNS	DRILL BIT	202088	4.79
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-310043	101-42130-42600	SUPPLIES	SAFETY GLASSES	201966	26.65
	I-4977-310044	101-42130-42530	TRAFFIC LIGHT	BATTERY,CORE RETURN	201966	1,143.96
01-01020	CENTRAL ELECTRIC COOPER					
	I-12553001.05.24	101-42130-42835	UTILITIES-STR	CARL RD	201969	276.00
	I-14579001.05.24	101-42130-42835	UTILITIES-STR	25040 SD HWY 37	201969	442.00
01-01199	STURDEVANTS AUTO VALUE					
	I-815034816	101-42130-42560	SIREN REPAIR	JENNEWEIN PARK BATTERIES	202106	500.00
	I-815035240	101-42130-42560	SIREN REPAIR	WEST BOAT DOCK SIREN BATTERY	202106	500.00
01-01490	MUELLER LUMBER CO. INC.					
	I-295503	101-42130-42540	SIGNS	EYE BOLT, LOCKING NUTS	202054	3.47
	I-295685	101-42130-42540	SIGNS	SERRATED LOCK NUTS	202054	8.92
01-01518	VERIZON WIRELESS					
	I-9962839066	101-42130-42820	TELEPHONE	ACCT #886931646-00001	202128	178.04
01-01700	AAA COLLECTIONS INC					
	I-7779-1.04.24	101-42130-42570	REPAIRS-TRAFF	TRAFFIC COLLECTION FEES	201941	484.85
01-01830	NORTHWESTERN ENERGY					
	I-2573393-2.05.24	101-42130-42810	UTILITIES-TRA	E 1ST AND GAMBLE ST	202062	21.99
	I-2573626-5.05.24	101-42130-42810	UTILITIES-TRA	1030 E 1ST AVE	202062	13.69
	I-2580169-7.05.24	101-42130-42810	UTILITIES-TRA	1700 N MAIN ST	202062	26.23
	I-2581243-9.04.24	101-42130-42835	UTILITIES-STR	STREET LIGHTS	202062	19,723.35
	I-2586693-0.04.24	101-42130-42835	UTILITIES-STR	112 W 2ND AVE	202062	95.62
	I-2586929-8.04.24	101-42130-42835	UTILITIES-STR	111 W 5TH AVE	202062	81.57
	I-2586966-0.04.24	101-42130-42835	UTILITIES-STR	111 W 7TH AVE	202062	97.45
	I-2778164-0.05.24	101-42130-42810	UTILITIES-TRA	1ST AND SANBORN ST	202062	107.60
	I-2781011-8-05.24	101-42130-42520	EMERGENCY SIR	1001 E BIRCH AVE PWSP SIREN	202062	27.06
	I-2793476-9.05.24	101-42130-42810	UTILITIES-TRA	1ST AND BURR ST SIGNAL LIGHTS	202062	61.60
	I-2942176-5.05.24	101-42130-42810	UTILITIES-TRA	809 E 1ST AVE	202062	13.52
	I-2955717-0.04.24	101-42130-42835	UTILITIES-STR	500 N MAIN LOT PARKING	202062	43.29
	I-3219913-5.04.24	101-42130-42835	UTILITIES-STR	617 N MAIN	202062	12.00
	I-3480194-4.04.24	101-42130-42810	UTILITIES-TRA	111 W 7TH PWSP SIGNAL	202062	138.78
	I-3480195-1.04.24	101-42130-42810	UTILITIES-TRA	112 W 2ND PWSP SIGNAL	202062	110.81
	I-3480197-7.04.24	101-42130-42810	UTILITIES-TRA	111 W 5TH PWSP SIGNAL	202062	120.13
01-02054	TRI M TUNES					
	I-24264	101-42130-42600	SUPPLIES	FLATBED TRUCK LIGHTS REPAIR	202123	387.99
01-02537	SHERWIN-WILLIAMS COMPAN					

PACKET : 06863 06864 06865 06866

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
01-02537	SHERWIN-WILLIAMS COMPAN	continued				
		I-9226-5	101-42130-42545	PAINT SHARKGRIP	202100	86.87
01-02650	STAN HOUSTON EQUIP CO I					
		I-2453348	101-42130-42600	SUPPLIES HELMETS	202104	58.36
01-02679	MENARD'S INC					
		I-68837	101-42130-42540	SIGNS SIGNAGE SUPPLIES	202039	23.97
		I-69103	101-42130-42540	SIGNS STEEL POST	202039	1.89
		I-69159	101-42130-42540	SIGNS STEEL POST,HITCH PIN CLIP	202039	29.19
01-02880	THUNE TRUE VALUE & APPL					
		I-A567967	101-42130-42540	SIGNS BOLT	202113	0.43
		I-B288611	101-42130-42540	SIGNS NUTS,BOLTS	202113	6.02
01-06045	TRAFFIC CONTROL CORPORA					
		I-150761	101-42130-42530	TRAFFIC LIGHT SMART MONITOR	202120	1,475.00
		I-150807	101-42130-42530	TRAFFIC LIGHT METAL FRAME	202120	140.00
01-09349	HOWES OIL CO					
		I-340604	101-42130-42610	GAS, OIL, TIR UNLEADED FUEL	202014	404.75
01-10382	SIGN SOLUTIONS USA LLC					
		I-411530	101-42130-42550	CONSTRUCTION ROAD CLOSED AHEAD SIGNS	202102	249.21
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	27,164.72

01/13/2024 4:19 PM
PACKET : 06863 06864 06865 06866
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815035862	101-42200-42500	REPAIR & MAIN OIL,AIR FILTERS,LAWN/GARDEN AP	202106	47.96
01-02811	JONES SUPPLIES					
		I-146507	101-42200-42600	SUPPLIES TOILET BOWL SWAB	202025	13.16
01-03524	MOHICAN LEATHER AND BEA					
		I-000050	101-42200-42640	UNIFORMS FIRE HATS	202052	320.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-42200-42800	TELEPHONE ACCT #00223662-2	202050	4.27
01-08594	MAKE IT MINE DESIGNS					
		I-34588	101-42200-42640	UNIFORMS EMBROIDERY FEE	202034	20.00
		I-34921	101-42200-42640	UNIFORMS EMBROIDERY FEE	202034	124.25
01-09349	HOWES OIL CO					
		I-340604	101-42200-42610	GAS & OIL UNLEADED FUEL	202014	306.38
		I-340604	101-42200-42610	GAS & OIL UNLEADED FUEL	202014	34.02
		I-341000	101-42200-42610	GAS & OIL ON ROAD FUEL	202014	565.90
01-09460	MATT GEIDEL					
		I-05082024	101-42200-42640	UNIFORMS BOOTS REIMBURSED	202007	148.49
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4531026	101-42200-42600	SUPPLIES PAPER	202017	70.05
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	1,654.48

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00066	RION					
		C-SCN100639	101-43100-42600	SUPPLIES	RETURN ENGINE REMAN CORE	202087 3,749.81-
		I-CUI1346735	101-43100-42500	REPAIRS	GASKET KIT	202087 138.85
		I-CUI1346737	101-43100-42600	SUPPLIES	ENGINE REMAN	202087 7,764.89
		I-CUI1351475	101-43100-42600	SUPPLIES	PUMP ASSEMBLY,THERMOSTAT	202087 243.78
01-00436	CHS FARMERS ALLIANCE					
		I-IZ2730	101-43100-42600	SUPPLIES	11 X 4.00-5/2 SMOOTH	201972 55.00
		I-IZ2762	101-43100-42500	REPAIRS	VALVE STEM	201972 2.00
01-00712	NAPA CENTRAL					
		I-800008	101-43100-42600	SUPPLIES	FLUORSCENT LIGHT,OIL & FUEL LE	202058 55.97
		I-800026	101-43100-42600	SUPPLIES	VALVES	202058 17.64
		I-800077	101-43100-42600	SUPPLIES	CLEVIS PIN	202058 22.38
01-00917	DAKOTA FLUID POWER INC					
		I-7200022	101-43100-42600	SUPPLIES	QUICK COUPLERS	201984 185.77
01-01117	FLEETPRIDE					
		I-116169789	101-43100-42600	SUPPLIES	HYDRAULIC FILTERS	202001 272.60
		I-116260673	101-43100-42500	REPAIRS	MALE CONNECTOR	202001 8.06
		I-116514999	101-43100-42500	REPAIRS	CONNECTOR,SWIVELS,TEES	202001 402.04
01-01199	STURDEVANTS AUTO VALUE					
		I-815035473	101-43100-42600	SUPPLIES	WINDSHIELD REMOVING,WIPERS	202106 48.25
		I-815035479	101-43100-42600	SUPPLIES	SPARK PLUG,ALTERNATOR	202106 288.29
		I-815035864	101-43100-42600	SUPPLIES	REPAIR ALTERNATOR LABOR,CAP	202106 398.31
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.05.24	101-43100-42800	UTILITIES	1405 W 8TH AVE	202062 820.18
01-02527	TRANSOURCE					
		C-41P45621	101-43100-42500	REPAIRS	ACCUMULATOR CREDIT	202121 1,123.62-
		I-41P46753	101-43100-42600	SUPPLIES	FILTER CARTRIDGE	202121 108.73
		I-41P47439	101-43100-42600	SUPPLIES	FILTER,FREIGHT	202121 398.73
		I-41P48237	101-43100-42500	REPAIRS	SOLENOID	202121 489.92
01-02555	TWO WAY SOLUTIONS INC					
		I-133533	101-43100-42500	REPAIRS	UPDATE FIRMWARE,LABOR	202124 94.99
		I-133534	101-43100-42500	REPAIRS	BENCH RADIO REPAIR	202124 49.50
01-02679	MENARD'S INC					
		I-68124	101-43100-42600	SUPPLIES	STREET SHOP SUPPLIES	202039 36.97
		I-68797	101-43100-42600	SUPPLIES	ENERGIZER BATTERY	202039 10.78
		I-68954	101-43100-42600	SUPPLIES	POT HOLE FILLER	202039 996.87
01-03857	CONTINENTAL RESEARCH CO					
		I-0053345	101-43100-42600	SUPPLIES	TEFLA PENT	201977 594.15

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3100 STREET DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04066	TRANSWEST TRUCKS OF SIO					
		I-094P5128	101-43100-42500	REPAIRS STEERING ARM	202122	292.49
		I-098P8587	101-43100-42500	REPAIRS NOZZLE,CORE,GASKETS,JOINTS	202122	887.93
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-43100-42800	UTILITIES ACCT #00223662-2	202050	2.47
01-08347	ETTERMAN ENTERPRISES					
		I-353973	101-43100-42600	SUPPLIES CABLE TIES	201998	804.47
01-08380	PETERBILT OF SIOUX FALL					
		C-A648430	101-43100-42600	SUPPLIES CORE CREDIT	202076	200.00-
		I-A648240	101-43100-42500	REPAIRS DEF DOSING MODULE	202076	1,249.99
		I-A648241	101-43100-42600	SUPPLIES CORE	202076	200.00
		I-A649566	101-43100-42500	REPAIRS SEAL O-RINGS	202076	37.92
		I-A649812	101-43100-42500	REPAIRS RIBBON SEAL	202076	75.82
01-09349	HOWES OIL CO					
		I-340604	101-43100-42610	GAS UNLEADED FUEL	202014	906.18
		I-341000	101-43100-42610	GAS ON ROAD FUEL	202014	106.17
		I-341000	101-43100-42610	GAS OFF ROAD FUEL	202014	5,606.91
01-10554	MIDWEST OIL COMPANY					
		I-1028390	101-43100-42600	SUPPLIES VP ULTRA POWER,MULTI-PURPOSE	202045	1,154.46
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	19,756.03

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-2640/1	101-43110-42600	SUPPLIES	SCISSORS,STAPLES	201997	40.56
01-00059	JOELLE DAMMANN					
	I-05032024	101-43110-42700	TRAVEL CONF D SF APWA UUCIS TRNG-MEAL		201987	14.00
01-01518	VERIZON WIRELESS					
	I-9962839066	101-43110-42800	UTILITIES	ACCT #886931646-00001	202128	110.06
01-02880	THUNE TRUE VALUE & APPL					
	I-A568132	101-43110-42600	SUPPLIES	BOLTS	202113	2.69
01-03114	SUBWAY					
	I-2/A-642880	101-43110-42750	PLANNING COMM 05.13.24	PLANNING COMMISSION	202108	31.96
01-03678	INTERSTATE OFFICE PRODU					
	I-01EC6735	101-43110-42600	SUPPLIES	HIGHLIGHTERS	202019	10.62
	I-01EC6736	101-43110-42600	SUPPLIES	HIGHLIGHTERS	202019	13.68
01-06750	ATV HOLDINGS, LLC dba M					
	I-11038761	101-43110-42800	UTILITIES	ACCT #00223662-2	202050	4.97
	I-11042427	101-43110-42916	NUISANCE ABAT	ACCT #00019259-0	202050	5.31
01-09349	HOWES OIL CO					
	I-340604	101-43110-42610	GAS	UNLEADED FUEL	202014	1,105.99
01-09869	MCLAURY ENGINEERING INC					
	I-2023-21 P.E. #8	101-43110-42200	PROFESSIONAL	2023-21 P.E. #8	202037	21,086.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	22,425.84

PACKET : 06863 06864 06865 06866

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
=====						
01-00752	MITCHELL PLUMBING & HEA					
	I-36038	101-43120-42520	HAZARDOUS SID CORE DRILL HAZARDOUS SIDEWALK	202049	900.00	
01-00827	HORSLEY SPECIALTIES INC					
	I-124134	101-43120-43300	STREET OVERLA ACM PIPING 3RD & MAIN PROJECT	202013	3,160.00	
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2022-26 P.E. #1	101-43120-43300	STREET OVERLA 2022-26 P.E. #1	202096	78,776.46	
01-02642	SPENCER QUARRIES INC					
	I-2024-10 P.E. #1	101-43120-42670	CHIP SEAL AGG 2024-10 P.E. #1	202103	26,646.46	
01-06294	BROSZ ENGINEERING INC					
	I-2021-39 P.E. #9	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #9	201960	4,477.50	
01-09869	MCLAURY ENGINEERING INC					
	I-2022-26 P.E. #8	101-43120-43300	STREET OVERLA 2022-26 P.E. #8	202037	13,399.65	
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:					127,360.07	

PACKET : 06863 06864 06865 06866
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-2700/1	101-43150-42600	SUPPLIES & MA PIPE,COUPLE INSERT,HOSE		201997	45.95
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2022-26 P.E. #1	101-43150-43307	3RD & MAIN 2022-26 P.E. #1		202096	50,130.47
01-02679	MENARD'S INC					
	I-69336	101-43150-42600	SUPPLIES & MA DRAIN PIPE,SNAP COUPLER		202039	83.17
01-09869	MCLAURY ENGINEERING INC					
	I-2022-26 P.E. #8	101-43150-43307	3RD & MAIN 2022-26 P.E. #8		202037	8,527.05
DEPARTMENT 3150 STORM DRAINAGE					TOTAL:	58,786.64

BUDGET TO USE: CB-CURRENT BUDGET

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PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01210	LAKEVIEW VETERINARY CLI	I-331583	101-44120-42900	IMPOUNDING DO APR 2024 MANAGEMENT FEE	202030	930.73
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	930.73

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5000 CULTURE & RECREATION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03523	MITCHELL EXCHANGE CLUB					
		I-05032024	101-45000-42905	EXCHANGE CL F 2024 FIREWORKS ALLOCATION	202047	10,000.00
DEPARTMENT 5000 CULTURE & RECREATION					TOTAL:	10,000.00

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01015	INGRAM LIBRARY SERVICES					
		I-81472298	101-45500-43420	BOOKS BOOKS	202016	217.77
		I-81558761	101-45500-43420	BOOKS BOOKS	202016	219.91
		I-81665451	101-45500-43420	BOOKS BOOKS	202016	430.66
		I-81706551	101-45500-43420	BOOKS BOOKS	202016	68.45
		I-81713489	101-45500-43420	BOOKS BOOKS	202016	61.46
		I-81785951	101-45500-43420	BOOKS BOOKS	202016	301.18
01-01199	STURDEVANTS AUTO VALUE					
		I-815035472	101-45500-42500	REPAIR & MAIN WIPERS	202106	51.98
01-02811	JONES SUPPLIES					
		I-146551	101-45500-42600	SUPPLIES & MA AIR FILTERS	202025	100.43
01-02880	THUNE TRUE VALUE & APPL					
		I-A568055	101-45500-42600	SUPPLIES & MA NUTS,BOLTS	202113	5.84
01-05088	BLACKSTONE PUBLISHING					
		I-2152709	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	201959	125.54
01-06026	CENTER POINT LARGE PRIN					
		I-2090873	101-45500-43420	BOOKS LARGE PRINT BOOKS	201968	94.08
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	101-45500-42800	UTILITIES ACCT #00223662-2	202050	3.12
		I-11040716	101-45500-42800	UTILITIES ACCT #00217267-0	202050	74.20
01-08223	OVERDRIVE INC					
		I-02495CO24143160	101-45500-42693	E-BOOKS/AUDIO EBOOKS,EAUDIOBOOKS	202071	881.98
		I-02495CP24132587	101-45500-42693	E-BOOKS/AUDIO AUDIOBOOKS	202071	47.83
		I-02495DA24140331	101-45500-42693	E-BOOKS/AUDIO EBOOK	202071	75.00
		I-02495DA24142494	101-45500-42693	E-BOOKS/AUDIO EBOOKS,EAUDIOBOOKS	202071	172.49
01-08281	VESTIS					
		I-6380189842	101-45500-42600	SUPPLIES & MA MAT CLEANING	202129	61.48
01-09359	TRAF-SYS INC					
		I-0035317	101-45500-42600	SUPPLIES & MA ANNUAL DATA HOSTING	202119	240.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1LRV-DKWJ-JLJG	101-45500-42600	SUPPLIES & MA PLASTIC CUPS,SCISSORS,PENS	201944	44.54
DEPARTMENT 5500 LIBRARY					TOTAL:	3,277.94
FUND 101 GENERAL					TOTAL:	341,306.91

PACKET : 06863 06864 06865 06866

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
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1822142	201-45110-42605	SUPPLIES & MA SENSOR SAFE SILICONE	202088	12.58
	PROJ: J50-SM-EQUIP	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-EQUIPMENT		
01-00940	HARVE'S SPORT SHOP					
		I-0002333	201-45110-42600	SUPPLIES & MA FLOOR TAPE	202012	20.97
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-01590	MCLEOD'S PRINTING					
		I-75579	201-45110-42605	SUPPLIES & MA MEMBERSHIP KEY FOBS	202038	257.05
	PROJ: J50-SM-OFFIC	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-OFFICE		
01-01830	NORTHWESTERN ENERGY					
		I-2868739-0.05.24	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	202062	340.17
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER		UTILITIES-ELECTRIC/GAS		
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	201-45110-42800	UTILITIES ACCT #00223662-2	202050	1.58
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2468450424	201-45110-42300	PUBLISHING P&R BROCHURES 2024	202004	3,920.97
	PROJ: J55-DAILY	P&A PUBLISHING		PUBLISHING-DAILY REPUBLIC		
				DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	4,553.32

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01193	KROHMER PLUMBING INC					
		I-80815	201-45140-42500	REPAIR & MAIN AFTER HOURS UNPLUG SEWER LINE	202029	239.77
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
01-01450	MUTH ELECTRIC INC					
		I-669966	201-45140-42500	REPAIR & MAIN TROUBLESHOOT PUMP POWER	202056	143.72
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-01497	GRAINGER					
		I-9087173903	201-45140-42600	SUPPLIES & MA VACUUM BAG	202010	30.05
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-9098417315	201-45140-42600	SUPPLIES & MA VACUUM BAGS	202010	43.44
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-01590	MCLEOD'S PRINTING					
		I-75579	201-45140-42600	SUPPLIES & MA MEMBERSHIP KEY FOBS	202038	257.05
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.04.24	201-45140-42800	UTILITIES 1300 N MAIN	202062	3,309.27
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
		I-2773861-6.05.24	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	202062	1,334.29
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97795155	201-45140-42601	CONCESSION SU POP,GATORADE,WATER	202075	385.89
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
01-02567	S & M PRINTING INC					
		I-82340	201-45140-42300	PUBLISHING FLYERS	202092	59.40
	PROJ: J08-SM PRINT	REC CTR PUBLISHING		PUBLISHING-S&M PRINTING		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10615109	201-45140-42602	CHEMICALS TESTING	202080	60.31
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-03267	WALMART/CAPITAL ONE					
		I-8775.05082024	201-45140-42650	UNIFORMS FOSNESS LOGOD CREW TEES	202130	29.88
	PROJ: J10-ADAM	REC CTR UNIFORMS		UNIFORMS-ADAM		
01-03521	MOEN'S FLOORING					
		I-04252024	201-45140-43300	CAPITAL IMPRO FLOORING INSTALLATION	202051	1,582.50
01-04293	JCL SOLUTIONS					
		I-1356043-2	201-45140-42600	SUPPLIES & MA DELUXE SOAP DISPENSER	202023	30.00
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-536402	201-45140-42300	PUBLISHING ADVERTISING	202042	48.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04950	MIDCONTINENT COMMUNICAT	continued				
		I-BIL-536765	201-45140-42300	PUBLISHING ADVERTISING	202042	304.50
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-536919	201-45140-42300	PUBLISHING ADVERTISING	202042	1,349.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	201-45140-42800	UTILITIES ACCT #00223662-2	202050	0.05
		I-11042983	201-45140-42800	UTILITIES ACCT #00037690-1	202050	111.80
	PROJ: J09-TV	REC CTR UTILITIES		UTILITIES-TV		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12404107570	201-45140-42300	PUBLISHING ADVERTISING	202093	316.40
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
		I-MC-12404107571	201-45140-42300	PUBLISHING ADVERTISING	202093	559.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		
01-07891	EXTRACTOR CORPORATION					
		I-24-878	201-45140-42500	REPAIR & MAIN SWIMSUIT WATER EXTRACTOR	201999	1,515.00
	PROJ: J06-RM-EQUIP	REC CTR-GENERAL BLDG		REPAIR/MAINT-EQUIPMENT		
01-08245	XTREME FIRE PROTECTION					
		I-7488	201-45140-42600	SUPPLIES & MA FIRE SPRINKLER INSPECTION	202132	200.00
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-09143	ICAN INC					
		I-116326	201-45140-42300	PUBLISHING ADVERTISING	202015	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING		PUBLISHING-ICAN		
01-09484	KARL'S					
		I-173226098	201-45140-42500	REPAIR & MAIN DRYER SERVICE CALL	202027	149.95
	PROJ: J06-RM-EQUIP	REC CTR-GENERAL BLDG		REPAIR/MAINT-EQUIPMENT		
01-09494	SANFORD HEALTH MITCHELL					
		I-120	201-45140-42600	SUPPLIES & MA MAY 2024 COMMUNITY EVENT	202094	160.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-11D1-NKH6-KN4V	201-45140-42600	SUPPLIES & MA BLOOD PRESSURE MONITOR	201944	385.20
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-11K7-VXGY-FGDV	201-45140-42600	SUPPLIES & MA BODY FAT SCALES	201944	45.99
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-1J3G-YD7C-9C4H	201-45140-42600	SUPPLIES & MA TRICEP ROPES,CANDY	201944	75.03
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	13,475.49

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-2624/1	201-45160-42600	SUPPLIES & MA GAS CAN NOSEL	201997	151.95
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-00356	QUALIFIED PRESORT					
		I-2279-2891	201-45160-42600	SUPPLIES & MA POSTAGE 04.16-30.2024	202081	1.36
01-00424	RUNNINGS SUPPLY INC					
		I-1828036	201-45160-42650	UNIFORMS TEGELS LOGO JACKET,NOLOGO PNT	202088	96.98
		I-1836093	201-45160-42600	SUPPLIES & MA TRIMMER LINE,LOPPER,RAIN GAUGE	202088	102.97
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IG1062	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	201972	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00940	HARVE'S SPORT SHOP					
		I-0002336	201-45160-42600	SUPPLIES & MA CADWELL PARK HOME PLATE	202012	94.99
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-01036	REXWINKEL CONCRETE INC.					
		I-2022-34 P.E. #7	201-45160-43320	CAPITAL IMPRO 2022-34 P.E. #7	202085	65,077.34
01-01199	STURDEVANTS AUTO VALUE					
		I-815034615	201-45160-42500	REPAIR & MAIN OIL FILTERS	202106	15.86
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815035024	201-45160-42500	REPAIR & MAIN HYDRAULIC FILTERS,AIR,OIL FLTR	202106	260.62
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815035493	201-45160-42500	REPAIR & MAIN HYDRAULIC CONSTRUCTION	202106	154.60
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815035597	201-45160-42500	REPAIR & MAIN OIL FILTER,OIL	202106	20.38
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-669582	201-45160-43300	CAPITAL IMPRO TEST NEW MOTOR ROTATION	202056	100.41
	PROJ: H04-43300	BASEBALL		CAPITAL IMPROVEMENTS		
01-01457	MIDWEST FIRE & SAFETY					
		I-060864	201-45160-42200	PROFESSIONAL FIRE EXTINGUISHER REPAIRS	202043	793.50
	PROJ: H06-42200	ARENA-NORTH RINK		PROFESSIONAL SERVICES		
01-01518	VERIZON WIRELESS					
		I-9962839066	201-45160-42800	UTILITIES ACCT #886931646-00001	202128	46.91
01-01819	NORTHWEST PIPE FITTINGS					
		I-441676	201-45160-42500	REPAIR & MAIN REPAIR CLAMP	202061	238.74
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-441762	201-45160-42500	REPAIR & MAIN REPAIR CLAMP	202061	238.74
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2579265-6.04.24	201-45160-42800	UTILITIES	1101 N EDMUNDS PWSP M SHLTR	202062 93.85
	PROJ: H10-42800	MUNROE PARK		UTILITIES		
		I-2585121-3.04.24	201-45160-42800	UTILITIES	313 N HARMON DR	202062 53.39
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2586408-3.04.24	201-45160-42800	UTILITIES	TOURNEY HDQT	202062 21.82
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2586410-9.04.24	201-45160-42800	UTILITIES	1301 N MINNESOTA LIFT	202062 28.42
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2718054-6.04.24	201-45160-42800	UTILITIES	5825 TOWER RD	202062 475.99
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2787244-9.04.24	201-45160-42800	UTILITIES	D E CONCESSION	202062 15.39
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787247-2.04.24	201-45160-42800	UTILITIES	WEST ELEC D E	202062 29.81
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787248-0.04.24	201-45160-42800	UTILITIES	WEST ELEC F G	202062 79.15
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787249-8.04.24	201-45160-42800	UTILITIES	H I J K SHOP	202062 21.00
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787283-7.04.24	201-45160-42800	UTILITIES	SOCCER FIELD	202062 86.32
	PROJ: H03-42800	OLD SOCCER FIELDS		UTILITIES		
		I-2787285-2.04.24	201-45160-42800	UTILITIES	CADWELL PARK CONCESSION	202062 24.36
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2825237-7.04.24	201-45160-42800	UTILITIES	1301 N MINNESOTA	202062 296.40
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2920373-4.04.24	201-45160-42800	UTILITIES	STAD SCOREBOARD 23	202062 166.36
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2991007-2.04.24	201-45160-42800	UTILITIES	1001 N MINNESOTA GMTR	202062 1,286.70
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S103648809.001	201-45160-42600	SUPPLIES & MA MEASURING TAPE,ACCT704	201985	30.30
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-68583A	201-45160-42600	SUPPLIES & MA LATCH BOX,CRABGRASS PREVNTN	202039	15.60
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-68615	201-45160-42500	REPAIR & MAIN FLUSH VALVES	202039	517.98
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-69019	201-45160-42600	SUPPLIES & MA TRASH CANS	202039	99.96
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02790	SUN GOLD SPORTS LLC					
		I-26696	201-45160-42650	UNIFORMS	EMBROIDERY FEE	202109 8.00
01-02811	JONES SUPPLIES					
		I-146475	201-45160-42600	SUPPLIES & MA T-PAPER,POWDER FREE GLOVES	202025	216.05
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02880	THUNE TRUE VALUE & APPL					
		I-A565689	201-45160-42600	SUPPLIES & MA HARD COP TUBE	202113	41.99
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-A567753	201-45160-42600	SUPPLIES & MA DECK SCRUB,BRUSH	202113	17.98
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-A568567	201-45160-42600	SUPPLIES & MA NUTS,BOLTS	202113	2.58
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-B288005	201-45160-42600	SUPPLIES & MA PLUGS	202113	11.37
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-03538	605 COMPANIES INC					
		I-2023-19 P.E. #1	201-45160-43300	CAPITAL IMPRO 2023-19 P.E. #1	201939	26,321.04
01-08130	C & B OPERATIONS LLC					
		I-12721227	201-45160-42500	REPAIR & MAIN FUEL FILTERS,O-RINGS	201964	77.69
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-09349	HOWES OIL CO					
		I-340604	201-45160-42610	GAS & FUEL UNLEADED FUEL	202014	744.93
		I-341000	201-45160-42610	GAS & FUEL OFF ROAD FUEL	202014	338.51
01-09783	NORDSTROM'S AUTOMOTIVE					
		I-2030014	201-45160-42500	REPAIR & MAIN BACK GLASS	202059	75.00
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	98,645.29

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02560	PEPSI COLA COMPANY					
		I-97794365	201-45165-42610	COST OF GOODS PEPSI,MT DEW,SUNKIST,GATORADE	202075	2,467.70
01-02880	THUNE TRUE VALUE & APPL					
		I-A567615	201-45165-42600	SUPPLIES DAWN SOAP,DISH SCRUBBIES	202113	20.54
		I-B288701	201-45165-42600	SUPPLIES CLOROX WIPES	202113	7.29
01-03700	CORE-MARK MIDCONTINENT					
		I-1569937	201-45165-42610	COST OF GOODS SUCKERS,CANDY,TONGS,BUNS	201979	991.96
01-09703	AMAZON CAPITAL SERVICES					
		I-1KXC-V4LP-6LFF	201-45165-42500	REPAIR & MAIN ADAPTOR STATION	201944	59.08
DEPARTMENT 5165 CADWELL CONCESSIONS					TOTAL:	3,546.57

PACKET : 06863 06864 06865 06866

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
=====						
01-00210	BAILEY METAL FABRICATOR					
		I-62793	201-45210-42600	SUPPLIES & MA METAL FLATS	201953	34.99
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
01-00424	RUNNINGS SUPPLY INC					
		I-1817401	201-45210-42600	SUPPLIES & MA HASP SAFETY	202088	5.69
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		
		I-1817908	201-45210-42600	SUPPLIES & MA DRILL BIT SET, SPRAY PAINT, BOLT	202088	56.26
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1821548	201-45210-42600	SUPPLIES & MA EYEWEAR	202088	11.59
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1822080	201-45210-42600	SUPPLIES & MA WHEEL SPINNER, SOCKET, SIGN	202088	29.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1822521	201-45210-42600	SUPPLIES & MA U-BOLT	202088	22.98
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
		I-1822750	201-45210-42600	SUPPLIES & MA SPRAY PAINT, TARP, MUD FLAP	202088	82.47
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1823125	201-45210-42600	SUPPLIES & MA WHEELBARROW	202088	79.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1826471	201-45210-42600	SUPPLIES & MA DOOR STOP, FOLDING WRENCH	202088	34.73
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IF8921	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	201972	371.83
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IF8922	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	201972	131.53
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IF8923	201-45210-42610	GAS & FUEL P&R UNLEADED GAS BLEND	201972	633.25
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-00671	VAN DIEST SUPPLY CO					
		I-116991	201-45210-42602	CHEMICALS HERBICIDE	202126	920.00
	PROJ: H64-42602	6TH STREET PLAZA PARK		CHEMICALS		
		I-116992	201-45210-42602	CHEMICALS FERTILIZERS	202126	1,669.50
	PROJ: H56-42602	HITCHCOCK PARK		CHEMICALS		
01-01054	JAMES VALLEY LANDSCAPE					
		I-1025909	201-45210-42600	SUPPLIES & MA MULCH	202022	560.04
	PROJ: H64-42600	6TH STREET PLAZA PARK		SUPPLIES/MATERIALS		
		I-1025914	201-45210-42600	SUPPLIES & MA PLAYGROUND MULCH	202022	9,816.00
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815035030	201-45210-42500	REPAIR & MAIN FUEL, OIL, AIR FILTERS	202106	93.11
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815035408	201-45210-42600	SUPPLIES & MA TAMPER BITS	202106	5.98
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01457	MIDWEST FIRE & SAFETY					

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 31

PACKET : 06863 06864 06865 06866

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
=====						
01-01457	MIDWEST FIRE & SAFETY	continued				
		I-060863	201-45210-42600	SUPPLIES & MA FIRE EXTINGUISHER REPAIRS	202043	1,250.50
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01490	MUELLER LUMBER CO. INC.					
		I-295205	201-45210-42600	SUPPLIES & MA BARE TOOL,SAW BLADE,LUMBER	202054	268.42
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
		I-295581	201-45210-42600	SUPPLIES & MA SHINGLES	202054	42.64
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-9962839066	201-45210-42800	UTILITIES ACCT #886931646-00001	202128	41.91
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.05.24	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	202062	339.97
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.05.24	201-45210-42800	UTILITIES 401 S FOSTER TNCT	202062	58.39
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.05.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP SHLTR	202062	16.41
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.05.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	202062	7.46
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573203-3.05.24	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	202062	24.68
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2580826-2.04.24	201-45210-42800	UTILITIES 800 E 11TH AVE	202062	7.32
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-2581610-9.04.24	201-45210-42800	UTILITIES PUBLIC BEACH	202062	54.99
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581644-8.05.24	201-45210-42800	UTILITIES KIWANIS WOODLOT	202062	42.54
	PROJ: H71-42800	KIWANIS WOODLOT		UTILITIES		
		I-2581648-9.04.24	201-45210-42800	UTILITIES ACCESS LOT LITE	202062	9.68
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2581649-7.04.24	201-45210-42800	UTILITIES DAY CAMP	202062	43.05
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.04.24	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	202062	14.92
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.04.24	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	202062	12.00
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.04.24	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	202062	16.57
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2707036-6.05.24	201-45210-42800	UTILITIES W TENNIS COURT 11	202062	110.36
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2787841-2.05.24	201-45210-42800	UTILITIES 421 S FOSTER SHOP	202062	206.36
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2787842-0.05.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	202062	18.78
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2810876-9.05.24	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP P SHLTR	202062	35.36
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2973566-9.04.24	201-45210-42800	UTILITIES 621 N MAIN ST	202062	15.04
	PROJ: H62-42800	ROTARY PARK		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-3045799-8.04.24	201-45210-42800	UTILITIES 311 1/2 N HARMON	202062	88.55
	PROJ: H66-42800	CAMP ARROYA		UTILITIES		
		I-3328555-2.04.24	201-45210-42800	UTILITIES 425 S BURR	202062	59.16
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3449572-1.04.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	202062	63.90
	PROJ: H63-42850	VETERANS PARK		UTILITES/VETERANS PARK		
		I-3600484-4.04.24	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	202062	21.99
	PROJ: H76-42800	SANDY BEACH		UTILITIES		
		I-3975323-1.05.24	201-45210-42800	UTILITIES 502 S LAWLER ST	202062	63.91
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3975325-6.04.24	201-45210-42800	UTILITIES 612 W ASH AVE	202062	42.31
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-02527	TRANSOURCE					
		I-41P45676	201-45210-42500	REPAIR & MAIN SLEEVE	202121	239.84
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02679	MENARD'S INC					
		I-68064	201-45210-42600	SUPPLIES & MA GREEN TREATED LUMBER	202039	193.12
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
		I-68105	201-45210-42600	SUPPLIES & MA POLEBARN SCREWS,SIDEWALL GRILL	202039	50.91
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
		I-68183	201-45210-42600	SUPPLIES & MA TEFLON TAPE,PASTE	202039	7.48
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
		I-68273	201-45210-42600	SUPPLIES & MA DECK STAR DRIVES,NUTS,BOLTS	202039	40.95
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-102305	201-45210-42500	REPAIR & MAIN LOOSE FLAT TIRE REPAIR	202118	98.89
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-102310	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR,VALVE STEM	202118	27.55
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-146505	201-45210-42600	SUPPLIES & MA LINERS,T-PAPER,ROLL TOWELS	202025	547.64
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-B288078	201-45210-42600	SUPPLIES & MA HANDLE REPAIR KIT,CLOSET KIT	202113	29.98
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
01-03533	MARC WHIPKEY					
		I-05042024	201-45210-42604	TREES RETREE MITCHELL PROGRAM	202131	200.00
	PROJ: H52-42604	FORESTRY		TREES		
01-06297	GEMPLER'S					
		I-INV0004580850	201-45210-42600	SUPPLIES & MA PICKUP TOOLS,EXTENDER	202008	411.69
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08130	C & B OPERATIONS LLC					
		I-12681040	201-45210-42500	REPAIR & MAIN OPERATORS MANUAL	201964	56.92
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-10163	RONALD JENDERSEE					
		I-04292024	201-45210-42604	TREES RETREE MITCHELL PROGRAM	202024	100.00
	PROJ: H52-42604	FORESTRY		TREES		
DEPARTMENT 5210 PARKS					TOTAL:	19,542.05

PACKET : 06863 06864 06865 06866
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01518	VERIZON WIRELESS					
		I-9962839066	201-45220-42800	UTILITIES ACCT #886931646-00001	202128	46.91
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	201-45220-42800	UTILITIES ACCT #00223662-2	202050	1.65
DEPARTMENT 5220 SUPERVISION						TOTAL: 48.56

FUND 201 PARK FUND					TOTAL:	139,811.28

01/13/2024 4:19 PM
PACKET : 06863 06864 06865 06866
VENDOR SET: Mult
FUND : 202 CORN PALACE FUND
DEPARTMENT: 5650 CORN PALACE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 35

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-2891	202-45650-42660	SHIPPING/POST POSTAGE 04.16-30.2024	202081	14.28
01-00532	A-OX WELDING SUPPLY CO					
		I-0001368777	202-45650-42610	COST OF GOODS CARBON DIOXIDE	201940	75.25
01-00940	HARVE'S SPORT SHOP					
		I-0002330	202-45650-42600	SUPPLIES & MA BASKETBALL NETS	202012	83.97
01-01450	MUTH ELECTRIC INC					
		I-669744	202-45650-42500	REPAIRS & MAI REPLACED FOUR LIGHTS ON STAGE	202056	1,585.55
		I-669748	202-45650-42500	REPAIRS & MAI REPLACE TRANSFORMER	202056	413.28
01-01457	MIDWEST FIRE & SAFETY					
		I-060861	202-45650-42600	SUPPLIES & MA FIRE EXTINGUISHER INSPECTION	202043	481.50
01-01590	MCLEOD'S PRINTING					
		I-75238	202-45650-42320	ADVERTISING/P DEPOSIT STAMP	202038	30.99
01-01601	ARCTIC REFRIGERATION IN					
		I-53266	202-45650-42500	REPAIRS & MAI REPLACED TIMER IN FREEZER	201946	415.49
		I-53279	202-45650-42500	REPAIRS & MAI WIRING CONTROL BOARD	201946	914.74
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.05.24	202-45650-42800	UTILITIES 600 N MAIN ST	202062	416.61
		I-2587292-0.04.24	202-45650-42800	UTILITIES 600 N MAIN ST	202062	5,326.43
		I-3458684-2.04.24	202-45650-42850	CP PLAZA UTIL 6TH AVE PARK	202062	57.94
01-01929	B & B UPHOLSTERY					
		I-04242024	202-45650-42500	REPAIRS & MAI SEAT COVER MATERIAL	201951	5,800.00
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-4199-5	202-45650-42500	REPAIRS & MAI PAINT,TRIM BRUSHES	202100	69.47
01-02679	MENARD'S INC					
		I-68461	202-45650-42500	REPAIRS & MAI LAG SCREWS,J-BEAD,WOOD LATCH	202039	10.03
		I-68529	202-45650-42600	SUPPLIES & MA GAS CAN,REPLACEMENT SPOUT	202039	37.81
01-02811	JONES SUPPLIES					
		I-146412	202-45650-42600	SUPPLIES & MA NAPKINS,MOIST TOWELETTES	202025	90.45
		I-146413	202-45650-42600	SUPPLIES & MA LINERS,CLEANER,T-TISSUE	202025	346.16
		I-146431	202-45650-42600	SUPPLIES & MA LINERS	202025	30.86
		I-146444	202-45650-42600	SUPPLIES & MA AP CLEANER DEODERIZER	202025	62.49
		I-146581	202-45650-42600	SUPPLIES & MA NAPKINS,GLOVES,LINERS	202025	129.23
		I-146585	202-45650-42600	SUPPLIES & MA LINERS,SCREENS,T-TISSUE	202025	602.26
01-02880	THUNE TRUE VALUE & APPL					
		I-A565954	202-45650-42600	SUPPLIES & MA NUTS,BOLTS	202113	13.49

PACKET : 06863 06864 06865 06866

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
=====						
01-03267	WALMART/CAPITAL ONE					
		I-7975.05082024	202-45650-42600	SUPPLIES & MA PRUNERS	202130	79.70
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-03268	DAKOTA WESLEYAN UNIVERS					
		I-4122024	202-45650-42905	ENTERTAINMENT HAIRBALL CATERING SERVICE	201986	398.00
01-03522	ABC HARRIS PUBLISHING					
		I-04242024	202-45650-42320	ADVERTISING/P MCCREERY ADVERTISING	201942	510.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-03525	MCCOURT MANUFACTURING					
		I-349700	202-45650-42600	SUPPLIES & MA FILL N CHILL WHEEL KIT	202036	244.92
01-03700	CORE-MARK MIDCONTINENT					
		C-1536562	202-45650-42610	COST OF GOODS RETURNED MAC & CHEESE	201979	82.44-
		I-1540557	202-45650-42610	COST OF GOODS GUM,CANDY,MUSTARD,KETCHUP,BUNS	201979	1,384.86
		I-1548028	202-45650-42610	COST OF GOODS POTOTA SALAD,BUNS	201979	57.47
		I-1548029-72	202-45650-42610	COST OF GOODS FREEZER CONTAINERS	201979	25.00
		I-1555145	202-45650-42610	COST OF GOODS GUM,CANDY,PAPER TOWEL,ROLLS	201979	3,849.64
		I-1555146-700	202-45650-42610	COST OF GOODS DEGREASER,BROTH,SALT,MEATBALLS	201979	505.27
		I-1560903	202-45650-42610	COST OF GOODS CORNNUTS,TIES,CHIPS,PICKLES	201979	2,322.32
		I-1560904-9	202-45650-42610	COST OF GOODS BEEF BROTH	201979	46.05
		I-1572093	202-45650-42610	COST OF GOODS SEEDS,CANDY,TRAYS,MARSHMALLOWS	201979	830.54
01-04537	PORTER DISTRIBUTING CO					
		I-222695	202-45650-42615	COGS-ALCOHOL WHITE CLAWS,SAM ADAMS,PRIME	202078	438.70
		I-223093	202-45650-42615	COGS-ALCOHOL BEER SUITCASES	202078	117.50
01-05892	GAYLEN'S GOURMET POPCOR					
		I-1590	202-45650-42610	COST OF GOODS CARAMEL POPCORN	202006	1,609.20
01-06656	PREMIER PEST CONTROL LL					
		I-52006	202-45650-42600	SUPPLIES & MA APR 2024 PEST CONTROL	202079	200.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	202-45650-42800	UTILITIES ACCT #00223662-2	202050	2.14
01-07344	CHESTERMAN COMPANY					
		I-11369473	202-45650-42610	COST OF GOODS MONSTERS,BODY ARMOUR,POWERADE	201971	968.55
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12404107645	202-45650-42320	ADVERTISING/P HAIRBALL ADVERTISING	202093	1,340.00
01-08281	VESTIS					
		I-6380187678	202-45650-42600	SUPPLIES & MA MAT CLEANING	202129	33.66
		I-6380191242	202-45650-42600	SUPPLIES & MA MAT CLEANING	202129	33.66
01-09349	HOWES OIL CO					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09349	HOWES OIL CO		continued			
		I-340604	202-45650-42620	GAS & FUEL UNLEADED FUEL	202014	68.37
		I-340604	202-45650-42620	GAS & FUEL UNLEADED FUEL	202014	67.67
01-09484	KARL'S					
		I-173208530	202-45650-42600	SUPPLIES & MA WASHER	202027	599.99
01-09557	BRETT LOWRIE					
		I-05142024	202-45650-42502	CONTRACT SERV 2024 1ST PYMNT CORN/RYE GROW	202033	20,000.00
	PROJ: X04-42502	DECORATING		CONTRACT SERVICES		
01-09703	AMAZON CAPITAL SERVICES					
		I-1J3G-YD7C-JKCF	202-45650-42600	SUPPLIES & MA PAINTERS TAPE,BATTERIES	201944	44.97
01-10254	LEIGHTON FAMILY FARMS					
		I-1036	202-45650-42610	COST OF GOODS POPCORN	202032	676.00
01-10353	DIMOCK DAIRY INC					
		I-24051124	202-45650-42610	COST OF GOODS CHEESE VARIETY	201994	238.50
					DEPARTMENT 5650 CORN PALACE	TOTAL: 53,618.52

					FUND 202 CORN PALACE FUND	TOTAL: 53,618.52

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03536	TIMOTHY DEAN					
		I-2021-18 P.E. #1	203-45220-43310	WATERSHED IMP 2021-18 P.E. #1	202115	225,000.00
01-09239	MIDWEST LABORATORIES IN					
		I-1183327	203-45220-42550	TESTING LAKE WATER TESTING	202044	812.02
01-09753	STEVE DONOVAN					
		I-2021-14 P.E. #9	203-45220-43310	WATERSHED IMP 2021-14 P.E. #9	202105	3,578.27
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-26	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-26	201954	11,462.40
DEPARTMENT 5220 LAKE					TOTAL:	240,852.69
FUND 203 LAKE MITCHELL					TOTAL:	240,852.69

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01396	MITCHELL CONVENTION & V					
		I-05012024	211-46311-42960	CONV VISITORS MAY 2024 FUNDING	202046	20,800.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	20,800.00

				FUND 211 ENTERTAINMENT TAX	TOTAL:	20,800.00

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PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 213 BUSINESS IMPROV DIST #3

DEPARTMENT: 6311 BUSINESS IMPROV DIST #3

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10395	JOHN ADAMO					
		I-05082024	213-46311-42900	PROJECT IMPRO TUCK POINT ON ARCH GRANT	201943	500.00
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						500.00
FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						500.00

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02790	SUN GOLD SPORTS LLC					
		I-26660	214-43500-42650	UNIFORMS MERRY EMBROIDERY CLOTHING	202109	75.00
01-03267	WALMART/CAPITAL ONE					
		I-8858.04172024	214-43500-42600	SUPPLIES & MA TIES	202130	9.76
		I-8858.04292024	214-43500-42600	SUPPLIES & MA INSECTICIDES	202130	14.93
01-04308	SANTEL COMMUNICATIONS C					
		I-11058059	214-43500-42800	UTILITIES - T ACCT #00212623-2	202095	30.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	214-43500-42800	UTILITIES - T ACCT #00223662-2	202050	14.09
		I-11039037	214-43500-42800	UTILITIES - T ACCT #00024899-5	202050	82.93
01-08252	CORPORATE TRANSLATION S					
		I-269681	214-43500-42200	PROFESSIONAL TRANSLATION SERVICES	202031	20.06
DEPARTMENT 3500 E-911					TOTAL:	246.77

FUND 214 E-911 EMERGENCY					TOTAL:	246.77

PACKET : 06863 06864 06865 06866

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-3882X04232024	218-45140-42800	UTILITIES ACCT #287298243882	201947	12.60
DEPARTMENT 5140 MVP						TOTAL: 12.60

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00712	NAPA CENTRAL					
		I-799953	218-45150-42600	SUPPLIES & MA MOTOR OIL	202058	71.88
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-01198	SIGN PRO					
		I-73131	218-45150-42650	UNIFORMS EMBROIDERY LOGO JACKETS	202101	128.00
	PROJ: E01-UNIF	5311-FY18/19		Uniforms		
01-01199	STURDEVANTS AUTO VALUE					
		I-815034620	218-45150-42500	REPAIR AND MA BATTERY,BATTERY BRACKETS	202106	285.71
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815035029	218-45150-42500	REPAIR AND MA FUEL CARTRIDGE,DIESEL FLUID	202106	238.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-06700	SWIFTEL COMMUNICATIONS					
		I-00065140-5.05.24	218-45150-42600	SUPPLIES & MA BUTTON MODULE FOR PHONE	202110	131.00
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
01-06708	CDW GOVERNMENT INC					
		I-QS51475	218-45150-42600	SUPPLIES & MA LED MONITOR	201967	113.17
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	218-45150-42800	UTILITIES ACCT #00223662-2	202050	1.32
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-07987	AT&T MOBILITY - PALACE					
		I-3882X04232024	218-45150-42920	COMPUTER SOFT ACCT #287298243882	201947	344.01
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
		I-3882X04232024	218-45150-42800	UTILITIES ACCT #287298243882	201947	44.19
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-09160	MASTER BLASTER					
		I-06739	218-45150-42605	SUPPLIES-NONT TURTLE WAX FOAMING BRUSH	202035	670.36
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
01-09349	HOWES OIL CO					
		I-340604	218-45150-42610	GAS OIL TIRES UNLEADED FUEL	202014	8,291.22
		I-341000	218-45150-42610	GAS OIL TIRES ON ROAD FUEL	202014	1,205.25
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	11,524.11

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.05.24	218-45180-42800	UTILITIES 300 W 1ST AVE	202062	1,772.99
01-02679	MENARD'S INC					
		I-69011	218-45180-42500	REPAIR & MAIN FABRIC,RED MULCH,BASKET	202039	105.33
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	218-45180-42800	UTILITIES ACCT #00223662-2	202050	0.91
01-07987	AT&T MOBILITY - PALACE					
		I-3882X04232024	218-45180-42800	UTILITIES ACCT #287298243882	201947	12.61
01-09703	AMAZON CAPITAL SERVICES					
		I-1RGQ-MDK6-CVPH	218-45180-42600	SUPPLIES & MA DISINFECTANT CLEANER	201944	37.65
		I-1XQX-QHWH-MNPH	218-45180-42600	SUPPLIES & MA GLASS CLEANER	201944	31.08
01-10384	RUSTY RIERSON					
		I-05132024	218-45180-42900	FUNDRAISING DANCE AT JVCC ON 08.19.24	202091	150.00
01-10502	JUSTIN YOUNG CONSTRUCTI					
		I-1096	218-45180-42500	REPAIR & MAIN REPAIR DISHWASHER CLEANOUT	202026	156.30
		I-1098	218-45180-42500	REPAIR & MAIN INSTALL NEW HVAC THERMOSTAT	202026	450.14
DEPARTMENT 5180 JVCC					TOTAL:	2,717.01

FUND 218 COMMUNITY SERVICES					TOTAL:	14,253.72

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00483	COUNTY FAIR					
		I-05012024	219-45140-42911	CONTRACT SERV APRIL 2024 DINE CARDS	201981	1,199.00
01-01221	MT VERNON SCHOOL DISTRI					
		I-05012024	219-45140-42911	CONTRACT SERV APR 2024 SR MEALS-MT VERNON	202053	176.25
01-06232	COBORNS INC					
		I-05012024	219-45140-42911	CONTRACT SERV APRIL 2024 DINE CARDS	201974	748.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	219-45140-42800	UTILITIES ACCT #00223662-2	202050	0.16
01-07987	AT&T MOBILITY - PALACE					
		I-3882X04232024	219-45140-42800	UTILITIES ACCT #287298243882	201947	12.60
01-09069	BIG DADDY D'S INC					
		I-905	219-45140-42911	CONTRACT SERV SR MEALS 04.22-26.2024	201957	2,543.20
		I-906	219-45140-42911	CONTRACT SERV SR MEALS 04.29-05.03.2024	201957	2,352.80
		I-909	219-45140-42911	CONTRACT SERV SR MEALS 05.06-10.2024	201957	2,216.80
01-09349	HOWES OIL CO					
		I-340604	219-45140-42610	GAS, OIL, TIR UNLEADED FUEL	202014	200.63
01-09521	OVERTIME					
		I-05032024	219-45140-42911	CONTRACT SERV APR 2024 SR MEALS-PARKSTON	202072	1,604.25
01-10569	THE DUGOUT					
		I-05022024	219-45140-42911	CONTRACT SERV APRIL 2024 SR MEALS-TRIPP	201995	1,824.00
DEPARTMENT 5140 NUTRITION					TOTAL:	12,877.69

FUND 219 NUTRITION					TOTAL:	12,877.69

PACKET : 06863 06864 06865 06866

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
01-00531	PAULSON SHEET METAL INC					
		I-S16162	230-43500-42500	REPAIR & MAIN OUTDOOR UNIT FROZEN UP	202074	190.00
		I-SV2404	230-43500-42600	SUPPLIES & MA SERVICE CHARGE 04.30.2024	202074	2.99
01-01518	VERIZON WIRELESS					
		I-9962839066	230-43500-42800	UTILITIES ACCT #886931646-00001	202128	46.91
01-01830	NORTHWESTERN ENERGY					
		I-2585924-0.04.24	230-43500-42800	UTILITIES MITCHELL AIRPORT	202062	165.31
		I-2585926-5.04.24	230-43500-42800	UTILITIES AIRPORT SECURITY GATE	202062	13.87
		I-2585934-9.04.24	230-43500-42800	UTILITIES MITCHELL AIRPORT 5	202062	450.80
		I-2585936-4.04.24	230-43500-42800	UTILITIES 5971 AIRPORT RD BLDG 24	202062	133.36
		I-2585992-7.04.24	230-43500-42800	UTILITIES 6601 N MAIN	202062	590.78
		I-2830030-9.04.24	230-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	202062	13.52
01-03100	CENTURY LINK					
		I-333866399.04.24	230-43500-42800	UTILITIES ACCT #333866399	201970	64.64
01-06750	ATV HOLDINGS, LLC dba M					
		I-11041073	230-43500-42800	UTILITIES ACCT #00248999-0	202050	74.20
01-08691	QUALITY CUT LAWN & TREE					
		I-2019-53R2PE#8F2023	230-43500-42520	SNOW REMOVAL 2019-53R2 P.E. #8F-2023	202082	4,333.38
DEPARTMENT 3500 AIRPORT					TOTAL:	6,079.76
FUND 230 AIRPORT					TOTAL:	6,079.76

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1839000	602-43330-42600	SUPPLIES & MA LAWN & GARDEN BATTERY		202088	49.99
01-01518	VERIZON WIRELESS					
	I-9962839066	602-43330-42800	UTILITIES	ACCT #886931646-00001	202128	93.82
01-02602	PUBLIC HEALTH LABORATOR					
	I-10614899	602-43330-42550	LAB FEES	TESTING	202080	587.00
01-02679	MENARD'S INC					
	I-69289	602-43330-42600	SUPPLIES & MA KNEE CUSHION,WIRELESS KEYBOARD		202039	98.90
01-04692	B-Y WATER DISTRICT					
	I-06771.05.24	602-43330-42850	B-Y WATER CHA APR 2024 WATER USAGE		201952	52,529.61
01-07598	AQUA-PURE INC					
	I-MITSD2405	602-43330-42620	CHEMICAL SERV SODIUM TRIPOLYPHOSPHATE		201945	3,375.00
01-09349	HOWES OIL CO					
	I-340604	602-43330-42610	GAS & FUEL	UNLEADED FUEL	202014	225.79
	I-341000	602-43330-42610	GAS & FUEL	OFF ROAD FUEL	202014	101.19
DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:						57,061.30

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00041	RICE LAKE WEST					
		I-2020-20 P.E. #12	602-43340-43355	ABOVE GROUND 2020-20 P.E. #12	202086	612,096.47
01-00356	QUALIFIED PRESORT					
		I-2279-2891	602-43340-42660	POSTAGE POSTAGE 04.16-30.2024	202081	8.16
01-00384	SD ASSOCIATION OF RURAL					
		I-13197	602-43340-42700	TRAVEL, CONF 2024 EXPO REGISTRATION	202097	125.00
01-00424	RUNNINGS SUPPLY INC					
		I-1832485	602-43340-42600	SUPPLIES & MA DRILL KIT	202088	159.99
01-00532	A-OX WELDING SUPPLY CO					
		I-0000303507	602-43340-42600	SUPPLIES & MA CO2 CYLINDER FILL	201940	22.99
01-01020	CENTRAL ELECTRIC COOPER					
		I-22670	602-43340-43355	ABOVE GROUND NEW SERVICE,BORING	201969	12,714.31
01-01964	DAKOTA SUPPLY GROUP					
		I-S103598512.002	602-43340-42600	SUPPLIES & MA CAPS,SADDLE,RISERS,ACCT700	201985	3,669.25
		I-S103702323.001	602-43340-42600	SUPPLIES & MA SPLICE CONNECTOR,ACCT700	201985	78.26
		I-S103714570.001	602-43340-42600	SUPPLIES & MA WIRE TRACER,ACCT 700	201985	170.06
01-02029	BEST WESTERN RAMKOTA HO					
		I-631715	602-43340-42700	TRAVEL, CONF SIBSON-RAPID CITY ROOMS	201956	148.00
01-02470	CORE & MAIN LP					
		C-U828979	602-43340-42600	SUPPLIES & MA RETURNED NO LEAD	201978	40.00-
		I-U633182	602-43340-42600	SUPPLIES & MA CHAMBER COVER BOLTS,WASHERS	201978	424.75
		I-U717252	602-43340-42600	SUPPLIES & MA HOSE NOZZLE WRENCH	201978	170.00
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #1	602-43340-43334	3RD & MAIN 2022-26 P.E. #1	202096	28,645.99
01-02679	MENARD'S INC					
		I-68674	602-43340-42600	SUPPLIES & MA ADAPTOR	202039	7.29
01-02790	SUN GOLD SPORTS LLC					
		I-26367	602-43340-42650	UNIFORMS EMBROIDERY FEES	202109	20.00
01-02880	THUNE TRUE VALUE & APPL					
		I-B288616	602-43340-42600	SUPPLIES & MA SEAL TAPE	202113	15.99
01-03267	WALMART/CAPITAL ONE					
		I-3976.04052024	602-43340-42600	SUPPLIES & MA BATTERIES	202130	55.00
01-03487	RANDALL COMMUNITY WATER					
		I-2024-7 P.E. #3	602-43340-42225	PROFESSIONAL 2024-7 P.E. #3	202084	9,249.80

PACKET : 06863 06864 06865 06866

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
01-03495	HALME INC					
		I-2023-07.04.24	602-43340-43332	WEST HARMON D WEST HARMON DR WATER MAIN LOOP	202011	53,683.00
01-04312	USA BLUEBOOK					
		I-INV00331766	602-43340-43409	WATER METERS WATER METER CHECK VALVE	202125	4,171.90
		I-INV00332029	602-43340-43409	WATER METERS METER CHECK VALVE	202125	2,314.29
01-04418	AWWA					
		I-2024 DUES	602-43340-42700	TRAVEL, CONF VERMEULEN MEMBERSHIP	201950	240.00
01-06294	BROSZ ENGINEERING INC					
		I-2021-16 P.E. #14	602-43340-43332	WEST HARMON D 2021-16 P.E. #14	201960	717.50
		I-2024-2 P.E. #3	602-43340-42225	PROFESSIONAL 2024-2 P.E. #3	201960	3,233.00
01-09349	HOWES OIL CO					
		I-340604	602-43340-42610	GAS & FUEL UNLEADED FUEL	202014	1,511.21
		I-341000	602-43340-42610	GAS & FUEL OFF ROAD FUEL	202014	66.01
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #8	602-43340-43334	3RD & MAIN 2022-26 P.E. #8	202037	4,872.60
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	738,550.82

FUND 602 WATER					TOTAL:	795,612.12

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-2891	604-43200-42660	POSTAGE POSTAGE 04.16-30.2024	202081	8.84
01-00384	SD ASSOCIATION OF RURAL					
		I-13197	604-43200-42700	TRAVEL, CONF, 2024 EXPO REGISTRATION	202097	125.00
01-00424	RUNNINGS SUPPLY INC					
		I-1836076	604-43200-42650	UNIFORMS LOGOD TEES, POLOS	202088	134.00
		I-1838559	604-43200-42650	UNIFORMS DAUGHTER PANT	202088	49.99
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E. #13	604-43200-43300	NORTH PLANT I 2021-31 P.E. #13	202009	15,500.00
		I-2022-1 P.E. #1	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #1	202009	15,000.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-12550001.05.24	604-43200-42800	UTILITIES 41151 256TH ST	201969	10,906.00
01-01518	VERIZON WIRELESS					
		I-9962839066	604-43200-42800	UTILITIES ACCT #886931646-00001	202128	46.91
01-02029	BEST WESTERN RAMKOTA HO					
		I-631713	604-43200-42700	TRAVEL, CONF, HOLLEMAN-RAPID CITY ROOMS	201956	148.00
01-02679	MENARD'S INC					
		I-68526	604-43200-42600	SUPPLIES MICROFIBER MOP, REACH TOOL	202039	70.61
01-02880	THUNE TRUE VALUE & APPL					
		I-A567465	604-43200-42600	SUPPLIES KEYS	202113	19.92
01-03537	NUTRI JECT SYSTEMS INC					
		I-2022-1 P.E. #1	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #1	202069	8,633.27
01-09349	HOWES OIL CO					
		I-340604	604-43200-42610	GAS & FUEL UNLEADED FUEL	202014	392.16
		I-341000	604-43200-42610	GAS & FUEL ON ROAD FUEL	202014	616.60
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	51,651.30

PACKET : 06863 06864 06865 06866

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
=====						
01-00384	SD ASSOCIATION OF RURAL					
		I-13197	604-43210-42700	TRAVEL CONFER 2024 EXPO REGISTRATION	202097	250.00
01-02029	BEST WESTERN RAMKOTA HO					
		I-631712	604-43210-42700	TRAVEL CONFER VERMEULEN-RAPID CITY ROOMS	201956	148.00
		I-631714	604-43210-42700	TRAVEL CONFER SCHROEDER-RAPID CITY ROOMS	201956	148.00
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						546.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER'S SEWER CLEANING					
		I-33814	604-43250-43317	CIPP CAMERA W 11TH AVE LINE	201955	1,614.60
		I-33830	604-43250-42500	REPAIRS VACCUM LINE W 11TH,DUFF,SANBRN	201955	2,090.00
01-00424	RUNNINGS SUPPLY INC					
		I-1832449	604-43250-42600	SUPPLIES POULTRY WIRE	202088	179.99
		I-1838555	604-43250-42600	SUPPLIES SPRING SNAP INTERLOCKING	202088	17.98
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-309535	604-43250-42600	SUPPLIES TERRACAIR DEF	201966	28.48
01-01020	CENTRAL ELECTRIC COOPER					
		I-12552001.05.24	604-43250-42800	UTILITIES 2824 S CAPITAL ST	201969	313.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815035474	604-43250-42600	SUPPLIES OIL FILTER	202106	7.93
01-01787	NORTH CENTRAL SEED CO					
		I-25190	604-43250-43336	LIVESAY UTILI LIVESAY,ANTHONY,N HARMON GRASS	202060	4,352.50
01-01830	NORTHWESTERN ENERGY					
		I-3907866-2.04.24	604-43250-42800	UTILITIES 1040 N HARMON DR LIFT	202062	346.17
01-02170	DAVISON COUNTY REGISTER					
		I-05082024	604-43250-43349	N HARMON/AIRP TWO EASEMENT RECORDINGS	201990	60.00
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #1	604-43250-43346	3RD & MAIN 2022-26 P.E. #1	202096	21,484.49
01-02679	MENARD'S INC					
		I-69213	604-43250-42600	SUPPLIES CLOROX WIPES,LYSOL,BLEACH	202039	81.29
01-02880	THUNE TRUE VALUE & APPL					
		I-B287949	604-43250-42600	SUPPLIES FOAM SEALANT	202113	13.98
01-03267	WALMART/CAPITAL ONE					
		I-3976.04052024	604-43250-42600	SUPPLIES BATTERIES	202130	55.00
01-06294	BROSZ ENGINEERING INC					
		I-2021-16 P.E. #14	604-43250-43339	WEST HARMON U 2021-16 P.E. #14	201960	717.50
		I-2024-2 P.E. #3	604-43250-42200	PROFESSIONAL 2024-2 P.E. #3	201960	4,849.50
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038761	604-43250-42800	UTILITIES ACCT #00223662-2	202050	0.16
01-09349	HOWES OIL CO					
		I-340604	604-43250-42610	GAS UNLEADED FUEL	202014	290.95
		I-341000	604-43250-42610	GAS OFF ROAD FUEL	202014	105.32

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09869	MCLAURY ENGINEERING INC					
		I-2022-26 P.E. #8	604-43250-43346	3RD & MAIN 2022-26 P.E. #8	202037	3,654.45
01-10541	BUILDERS FIRST SOURCE					
		I-71843957	604-43250-42600	SUPPLIES MORTAR MIX	201962	50.94
DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:						40,314.23
FUND 604 SEWER TOTAL:						92,511.53

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03528	SAM MUNSEN	I-05142024	612-38895	COMPOST CARTS REFUND COMPOST BIN CHARGE	202055	70.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 70.00

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3220 RECYCLING PROGRAM

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815035477	612-43220-42600	SUPPLIES FUEL LINE,OIL,OIL FILTER	202106	184.27
01-01239	BUTLER MACHINERY INC					
		I-13W00045158	612-43220-42600	SUPPLIES TROUBLESHOOT HYDRAULIC SYSTEM	201963	417.00
		I-2024-16 PE#1-FINAL	612-43220-43460	MINI EXCAVATO 2024-16 P.E. #1-FINAL	201963	104,930.95
01-02484	DARRINGTON WATER COND					
		I-60160.04.24	612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL	201988	27.00
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30520-4221	612-43220-42100	INSURANCE CATERPILLAR EXCAVATOR COVERAGE	202099	134.65
01-08380	PETERBILT OF SIOUX FALL					
		C-A648431	612-43220-42500	REPAIR & MAIN CORE CREDIT	202076	65.00-
		C-A648432	612-43220-42500	REPAIR & MAIN BANJO-UNION CREDIT	202076	122.80-
		C-A648434	612-43220-42500	REPAIR & MAIN O-RING CREDIT	202076	32.62-
		C-A648436	612-43220-42500	REPAIR & MAIN CORE CREDIT	202076	450.00-
		I-A647529	612-43220-42500	REPAIR & MAIN PUMP FUEL LIFT,RINGS,FILTER	202076	773.45
		I-A647530	612-43220-42500	REPAIR & MAIN CORE	202076	65.00
		I-A647555	612-43220-42500	REPAIR & MAIN COMPRESSOR HOSE	202076	35.62
		I-A647595	612-43220-42500	REPAIR & MAIN HYDRAULIC HOSE,FITTINGS	202076	142.38
		I-A647649	612-43220-42500	REPAIR & MAIN COMPRESSOR HOSE	202076	35.62
		I-A648243	612-43220-42500	REPAIR & MAIN COOLANT HOSE	202076	35.62
		I-A648339	612-43220-42500	REPAIR & MAIN TUBE ASSEMBLY	202076	309.84
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	106,420.98

BUDGET TO USE: CB-CURRENT BUDGET

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00545	DAVISON COUNTY AUDITOR					
		I-05012024	612-43240-42211	DAVISON COUNT DAV CO FEE 05.01.23-04.30.24	201989	67,495.10
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.05.24	612-43240-42800	UTILITIES ACCT #13061001	201969	771.46
01-02017	DAVISON RURAL WATER SYS					
		I-5095.05.24	612-43240-42800	UTILITIES APR 2024 WATER USAGE	201992	48.95
01-02484	DARRINGTON WATER COND					
		I-49197.04.24	612-43240-42500	REPAIR AND MA WATER COOLER RENTAL	201988	59.25
01-02679	MENARD'S INC					
		I-68924	612-43240-42500	REPAIR AND MA LANDFILL PUMP REPAIR PARTS	202039	187.51
01-02939	DEPARTMENT OF AGRICULTU					
		I-04012024	612-43240-42210	STATE GARBAGE APR 2024 SOLID WASTE SURCHARGE	201993	3,940.76
01-09349	HOWES OIL CO					
		I-340604	612-43240-42610	GAS & OIL UNLEADED FUEL	202014	280.94
		I-341000	612-43240-42610	GAS & OIL ON ROAD FUEL	202014	1,851.31
		I-341000	612-43240-42610	GAS & OIL OFF ROAD FUEL	202014	3,943.14
				DEPARTMENT 3240 LANDFILL	TOTAL:	78,578.42
				FUND 612 SANITATION	TOTAL:	191,347.60

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-2588/1	614-45250-42602	CHEMICALS LAWN TRIPLE PLUS CREDITS	201997	57.98
01-00356	QUALIFIED PRESORT					
		I-2279-2891	614-45250-42600	SUPPLIES & MA POSTAGE 04.16-30.2024	202081	0.68
01-00424	RUNNINGS SUPPLY INC					
		I-1832428	614-45250-42600	SUPPLIES & MA RANGER PRO,FARM SUPPLIES	202088	175.88
		I-1835876	614-45250-42600	SUPPLIES & MA TANK CLEANER	202088	13.98
01-01518	VERIZON WIRELESS					
		I-9962839066	614-45250-42800	UTILITIES ACCT #886931646-00001	202128	43.01
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670214025	614-45250-42800	UTILITIES ACCT #026306702	202041	196.78
01-02495	TITAN MACHINERY-MITCHEL					
		I-PS0289166-1	614-45250-42600	SUPPLIES & MA MEGAFLEX WIRE,CRIMP,ORING	202117	214.22
01-03490	VAN WALL EQUIPMENT INC					
		I-6212555	614-45250-42600	SUPPLIES & MA BOLT,BUSHING	202127	88.64
01-03532	TIP INC					
		I-020328	614-45250-42600	SUPPLIES & MA BEARING ROLLER,BUSHING STEEL	202116	45.00
01-07696	FERGUSON WATERWORKS #25					
		I-0486900	614-45250-42600	SUPPLIES & MA GOLF RTR SELECTOR	202000	2,778.96
01-08133	LARRY DVORAK					
		I-724607	614-45250-42500	REPAIR & MAIN DRYWALL TAPE,FINISHING	201996	350.00
01-08281	VESTIS					
		I-6380189827	614-45250-42600	SUPPLIES & MA MOP CLEANING	202129	36.12
01-08404	BIOVERSE INC					
		I-93403	614-45250-42602	CHEMICALS CLEARCAST	201958	190.33
01-09055	FLOOR TEC					
		I-25392	614-45250-42500	REPAIR & MAIN WATER LEAK REPAIR IN CLUBHOUSE	202002	966.78
DEPARTMENT 5250 GOLF COURSE						TOTAL: 5,158.36

FUND 614 GOLF COURSE						TOTAL: 5,158.36

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01590	MCLEOD'S PRINTING					
		I-75588	619-45220-42600	SUPPLIES CAMPGROUND REGISTRATION CARDS	202038	162.90
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.04.24	619-45220-42800	UTILITIES 2601 N MAIN ST	202062	634.39
		I-3988458-0.04.24	619-45220-42800	UTILITIES 2601 N MAIN ST SHWR	202062	10.00
01-02051	MIDCONTINENT COMMUNICAT					
		I-12860920514012	619-45220-42800	UTILITIES ACCT #128609205	202041	135.65
01-02804	TMA STORES					
		I-102532	619-45220-42500	REPAIR & MAIN LOOSE TIRE REPAIR,TUBES	202118	36.21
01-03488	FLOWBIRD AMERICA INC					
		I-IV142876	619-45220-42200	PROFESSIONAL ALARM MONITORING	202003	65.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11038851	619-45220-42800	UTILITIES ACCT #00028238-4	202050	72.95
01-09665	CITY OF MITCHELL					
		I-05012024	619-45220-42935	BID TAX APRIL 2024 HOTEL TAX	201973	106.00
					DEPARTMENT 5220 CAMPGROUND	TOTAL: 1,223.10

					FUND 619 CAMPGROUND	TOTAL: 1,223.10

PACKET : 06863 06864 06865 06866

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00532	A-OX WELDING SUPPLY CO					
		I-0000303509	621-44600-42600	SUPPLIES MEDICAL CYLINDER FILL	201940	52.28
01-00894	AVERA QUEEN OF PEACE HO					
		I-02142024	621-44600-42600	SUPPLIES MEDICAL SUPPLIES	201949	182.29
		I-02212024	621-44600-42600	SUPPLIES MEDICAL SUPPLIES	201949	302.48
		I-03212024	621-44600-42600	SUPPLIES MED SUPPLIES	201949	177.52
		I-04162024	621-44600-42600	SUPPLIES MEDICAL SUPPLIES	201949	247.12
01-01518	VERIZON WIRELESS					
		I-9962839066	621-44600-42800	UTILITIES ACCT #886931646-00001	202128	99.08
01-08978	BUHL'S DRYCLEANERS & LI					
		I-84739	621-44600-42500	REPAIRS & MAI LAUNDRY SERVICE	201961	17.50
		I-85522	621-44600-42500	REPAIRS & MAI LAUNDRY SERVICE	201961	10.00
		I-85592	621-44600-42500	REPAIRS & MAI LAUNDRY SERVICE	201961	12.50
01-09349	HOWES OIL CO					
		I-340604	621-44600-42610	GAS & OIL UNLEADED FUEL	202014	635.92
		I-341000	621-44600-42610	GAS & OIL ON ROAD FUEL	202014	438.75
DEPARTMENT 4600 EMS					TOTAL:	2,175.44

FUND 621 EMERGENCY MEDICAL SERVICE					TOTAL:	2,175.44

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09244	PALACE CITY SHRINE CLUB					
		I-05062024	700-45300-42904	CORN PALACE G 2024 SHRINE CIRCUS PERFORMANCE 202073		25,235.00
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	25,235.00
				FUND 700 AGENCY FUNDS	TOTAL:	25,235.00
					REPORT GRAND TOTAL:	1,943,610.49

** 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	101-41110-42300	LEGAL PUBLICATIONS	187.69	13,000	8,099.15				
	101-41210-42800	UTILITIES-TELEPHONE	46.98	750	561.86				
	101-41220-42800	UTILITIES-TELEPHONE	0.24	250	201.85				
	101-41410-42200	PROFESSIONAL SERVICES	432.00	10,000	7,653.00				
	101-41410-42610	WEST GROUP LAW DATABASE	824.82	14,000	10,748.76				
	101-41410-42810	UTILITIES-TELEPHONE	0.32	100	98.69				
	101-41420-42700	TRAVEL	30.00	7,850	6,164.25				
	101-41420-42800	UTILITIES - TELEPHONE	3.83	260	197.63				
	101-41440-42210	PROFESSIONAL SERVICES	497.00	18,221	6,302.50				
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	3,172.95	35,115	20,106.02				
	101-41440-42232	EMPLOYEE RECOGNITION	1,049.50	17,450	11,208.33				
	101-41440-42800	UTILITIES	1.20	250	195.13				
	101-41920-42520	REPAIR-CITY HALL	283.61	3,100	1,960.20				
	101-41920-42811	UTILITIES-CITY HALL	1,603.04	21,000	13,650.98				
	101-41935-42615	POSTAGE	318.86	7,000	4,726.20				
	101-41935-42640	COPY MACHINE SUPPLIES	218.10	2,600	1,222.26				
	101-41935-42850	UTILITIES/TELEPHONE	2,348.21	30,200	18,368.76				
	101-41935-42920	COMPUTER SOFTWARE	337.88	121,015	24,641.76				
	101-42110-42200	PROFESSIONAL SERVICES	134.27	29,581	23,312.13				
	101-42110-42500	REPAIR & MAINTENANCE	1,184.93	13,700	3,248.99				
	101-42110-42600	SUPPLIES	1,719.35	35,055	24,865.58				
	101-42110-42610	GAS OIL TIRES	5,154.37	60,000	41,982.15				
	101-42110-42670	SERVICE DOG SUPPLY	425.00	2,030	1,230.72				
	101-42110-42700	TRAVEL, CONF & DUES	147.53	10,000	6,241.48				
	101-42110-42800	TELEPHONE	25.02	16,000	11,347.32				
	101-42110-42810	UTILITIES	97.49	12,150	9,291.73				
	101-42110-42902	ALCOHOL TASK FORCE	207.19	1,869	1,661.81				
	101-42110-42980	VEHICLE TOWING	185.00	5,500	4,745.00				
	101-42130-42520	EMERGENCY SIREN UTILITIES	27.06	2,700	1,710.00				
	101-42130-42530	TRAFFIC LIGHTS MAINT	2,776.64	12,500	8,523.19				
	101-42130-42540	SIGNS	78.68	16,000	12,810.05				
	101-42130-42545	PAINT	86.87	17,000	15,950.64				
	101-42130-42550	CONSTRUCTION SIGNING	249.21	2,000	1,750.79				
	101-42130-42560	SIREN REPAIR	1,000.00	2,000	954.70				
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	484.85	0	1,614.83-	Y			
	101-42130-42600	SUPPLIES	492.99	3,300	2,304.60				
	101-42130-42610	GAS, OIL, TIRES	404.75	5,000	2,805.87				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	614.35	38,000	24,396.50				
	101-42130-42820	TELEPHONE	178.04	1,200	740.38				
	101-42130-42835	UTILITIES-STREET LIGHTS	20,771.28	253,000	158,223.53				
	101-42200-42500	REPAIR & MAINTENANCE	47.96	16,050	7,296.84				
	101-42200-42600	SUPPLIES	83.21	15,650	9,212.48				
	101-42200-42610	GAS & OIL	906.30	7,800	4,718.50				
	101-42200-42640	UNIFORMS	612.74	6,200	3,476.61				
	101-42200-42800	TELEPHONE	4.27	2,800	1,965.93				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-43100-42500	REPAIRS	2,605.89	16,000	19,760.57-	Y	
	101-43100-42600	SUPPLIES	9,708.23	140,000	77,118.46		
	101-43100-42610	GAS	6,619.26	105,000	71,651.62		
	101-43100-42800	UTILITIES	822.65	15,000	8,477.21		
	101-43110-42200	PROFESSIONAL SERVICES	21,086.00	78,100	20,802.77		
	101-43110-42600	SUPPLIES	67.55	4,000	2,969.97		
	101-43110-42610	GAS	1,105.99	6,000	3,047.60		
	101-43110-42700	TRAVEL CONF DUES	14.00	5,000	3,018.04		
	101-43110-42750	PLANNING COMMISSION EXPENS	31.96	1,000	680.40		
	101-43110-42800	UTILITIES	115.03	2,000	1,352.27		
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	13,933.45		
	101-43120-42520	HAZARDOUS SIDEWALK REPAIR	900.00	25,000	23,642.50		
	101-43120-42670	CHIP SEAL AGGREGATE	26,646.46	77,000	50,353.54		
	101-43120-43300	STREET OVERLAY MAINT	95,336.11	1,905,075	1,805,927.89		
	101-43120-43313	SPRUCE ST RR CROSSING	4,477.50	1,005,597	967,848.83		
	101-43150-42600	SUPPLIES & MATERIALS	129.12	7,000	6,870.88		
	101-43150-43307	3RD & MAIN	58,657.52	177,378	116,333.48		
	101-43700-42600	SUPPLIES & MATERIALS	780.01	16,000	9,842.26		
	101-43700-42602	CHEMICALS	2,562.39	8,500	5,937.61		
	101-43700-42800	UTILITIES	71.68	5,000	3,645.29		
	101-43700-43400	MACHINERY & EQUIPMENT	45,900.00	64,000	18,100.00		
	101-44120-42900	IMPOUNDING DOGS	930.73	16,200	10,772.96		
	101-45000-42905	EXCHANGE CL FIREWORKS DISP	10,000.00	10,000	0.00		
	101-45500-42500	REPAIR & MAINTENANCE	51.98	1,500	97.68		
	101-45500-42600	SUPPLIES & MATERIALS	452.29	11,000	6,399.47		
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,177.30	21,650	11,401.69		
	101-45500-42800	UTILITIES	77.32	42,500	28,065.85		
	101-45500-43420	BOOKS	1,393.51	47,000	33,061.17		
	101-45500-43421	AUDIO-VISUAL	125.54	4,000	2,740.38		
	201-45110-42300	PUBLISHING	3,920.97	4,500	579.03		
	201-45110-42600	SUPPLIES & MATERIALS	20.97	9,000	6,843.73		
	201-45110-42605	SUPPLIES & MAT-AQUATICS	269.63	5,500	2,416.43		
	201-45110-42800	UTILITIES	1.58	400	302.55		
	201-45110-42850	UTILITIES-AQUATICS	340.17	74,750	73,044.68		
	201-45140-42300	PUBLISHING	3,386.30	46,744	23,879.23		
	201-45140-42500	REPAIR & MAINTENANCE	2,048.44	32,872	17,943.60		
	201-45140-42600	SUPPLIES & MATERIALS	1,226.76	30,076	18,124.01		
	201-45140-42601	CONCESSION SUPPLIES	385.89	12,000	6,662.78		
	201-45140-42602	CHEMICALS	60.31	15,000	9,459.67		
	201-45140-42650	UNIFORMS	29.88	1,250	410.10		
	201-45140-42800	UTILITIES	4,755.41	174,300	119,099.95		
	201-45140-43300	CAPITAL IMPROVEMENTS - OTH	1,582.50	98,000	7,404.75		
	201-45160-42200	PROFESSIONAL SERVICES	793.50	900	243.50-	Y	
	201-45160-42500	REPAIR & MAINTENANCE	1,599.61	52,000	33,538.12		
	201-45160-42600	SUPPLIES & MATERIALS	787.10	55,147	45,198.94		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	201-45160-42610	GAS & FUEL	1,135.44	13,500	9,789.70		
	201-45160-42650	UNIFORMS	104.98	1,400	1,228.03		
	201-45160-42800	UTILITIES	2,725.87	150,220	92,654.72		
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	26,421.45	480,099	421,479.89		
	201-45160-43320	CAPITAL IMPROV-PRESS BOX	65,077.34	245,332	96,247.66		
	201-45165-42500	REPAIR & MAINTENANCE	59.08	1,000	940.92		
	201-45165-42600	SUPPLIES	27.83	1,000	972.17		
	201-45165-42610	COST OF GOODS SOLD	3,459.66	30,000	22,116.04		
	201-45210-42500	REPAIR & MAINTENANCE	516.31	41,150	22,300.88		
	201-45210-42600	SUPPLIES & MATERIALS	13,584.02	64,600	39,786.15		
	201-45210-42602	CHEMICALS	2,589.50	5,500	2,910.50		
	201-45210-42604	TREES	300.00	4,000	3,700.00		
	201-45210-42610	GAS & FUEL	1,136.61	33,000	25,256.38		
	201-45210-42800	UTILITIES	1,351.71	60,000	50,263.29		
	201-45210-42850	UTILITIES-VETERAN'S PARK	63.90	4,800	4,426.75		
	201-45220-42800	UTILITIES	48.56	640	447.25		
	202-45650-42320	ADVERTISING/PRINTING	1,880.99	24,000	18,800.01		
	202-45650-42500	REPAIRS & MAINTENANCE	9,208.56	72,530	45,657.41		
	202-45650-42502	CONTRACT SERVICES	20,000.00	54,020	29,786.34		
	202-45650-42600	SUPPLIES & MATERIALS	3,115.12	53,490	33,681.04		
	202-45650-42610	COST OF GOODS SOLD	12,506.21	182,000	77,565.98		
	202-45650-42615	COGS-ALCOHOL	556.20	20,500	10,465.09		
	202-45650-42620	GAS & FUEL	136.04	1,500	1,296.67		
	202-45650-42660	SHIPPING/POSTAGE	14.28	3,000	2,818.29		
	202-45650-42800	UTILITIES	5,745.18	90,000	66,807.85		
	202-45650-42850	CP PLAZA UTILITIES	57.94	500	172.03		
	202-45650-42905	ENTERTAINMENT	398.00	221,250	174,591.79		
	203-45220-42550	TESTING	812.02	6,400	5,587.98		
	203-45220-43300	LAKE IMPROVEMENTS	11,462.40	6,000,000	5,957,675.03		
	203-45220-43310	WATERSHED IMPROVEMENTS	228,578.27	0	228,648.27- Y		
	211-46311-42960	CONV VISITORS BUR	20,800.00	250,000	146,000.00		
	213-46311-42900	PROJECT IMPROVEMENTS	500.00	30,000	29,500.00		
	214-43500-42200	PROFESSIONAL SERVICES	20.06	3,700	3,630.41		
	214-43500-42600	SUPPLIES & MATERIALS	24.69	920	440.15		
	214-43500-42650	UNIFORMS	75.00	1,030	955.00		
	214-43500-42800	UTILITIES - TELEPHONE	127.02	3,154	2,331.82		
	218-45140-42800	UTILITIES	12.60	0	50.43- Y		
	218-45150-42500	REPAIR AND MAINTENANCE	523.71	8,500	5,215.02		
	218-45150-42600	SUPPLIES & MATERIALS	316.05	11,400	8,931.03		
	218-45150-42605	SUPPLIES-NONTRANSIT	670.36	0	670.36- Y		
	218-45150-42610	GAS OIL TIRES	9,496.47	81,000	46,863.76		
	218-45150-42650	UNIFORMS	128.00	1,650	784.67		
	218-45150-42800	UTILITIES	45.51	1,553	358.02		
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	344.01	48,472	46,492.82		
	218-45180-42500	REPAIR & MAINTENANCE	711.77	4,000	2,510.56		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	218-45180-42600	SUPPLIES & MATERIALS	68.73	3,000	1,494.71		
	218-45180-42800	UTILITIES	1,786.51	28,464	18,262.51		
	218-45180-42900	FUNDRAISING	150.00	4,750	4,018.26		
	219-45140-42610	GAS, OIL, TIRES	200.63	2,500	1,827.70		
	219-45140-42800	UTILITIES	12.76	405	353.10		
	219-45140-42911	CONTRACT SERVICES-MEALS	12,664.30	188,431	114,795.05		
	230-43500-42500	REPAIR & MAINTENANCE	190.00	10,000	3,191.32		
	230-43500-42520	SNOW REMOVAL CONTRACT	4,333.38	65,000	30,947.01		
	230-43500-42600	SUPPLIES & MATERIALS	2.99	8,500	6,847.70		
	230-43500-42800	UTILITIES	1,553.39	20,000	12,447.96		
	602-43330-42550	LAB FEES	587.00	22,600	21,563.00		
	602-43330-42600	SUPPLIES & MATERIALS	148.89	17,500	14,446.89		
	602-43330-42610	GAS & FUEL	326.98	3,000	2,053.91		
	602-43330-42620	CHEMICAL SERVICE CONTRACT	3,375.00	32,000	22,775.00		
	602-43330-42800	UTILITIES	93.82	180,000	166,041.77		
	602-43330-42850	B-Y WATER CHARGES	52,529.61	925,000	714,629.41		
	602-43340-42225	PROFESSIONAL SERVICES	12,482.80	125,000	38,440.83		
	602-43340-42600	SUPPLIES & MATERIALS	4,733.58	125,300	91,469.16		
	602-43340-42610	GAS & FUEL	1,577.22	14,000	9,205.51		
	602-43340-42650	UNIFORMS	20.00	1,250	746.11		
	602-43340-42660	POSTAGE	8.16	10,000	7,297.05		
	602-43340-42700	TRAVEL, CONF & DUES	513.00	3,500	2,817.12		
	602-43340-43332	WEST HARMON DRIVE LOOPING	54,400.50	504,126	103,839.36		
	602-43340-43334	3RD & MAIN	33,518.59	114,233	79,350.41		
	602-43340-43355	ABOVE GROUND STORAGE	624,810.78	8,515,013	6,206,645.03		
	602-43340-43409	WATER METERS	6,486.19	40,000	28,254.30		
	604-43200-42600	SUPPLIES	90.53	21,650	14,718.89		
	604-43200-42610	GAS & FUEL	1,008.76	10,000	7,063.55		
	604-43200-42650	UNIFORMS	183.99	1,750	868.17		
	604-43200-42660	POSTAGE	8.84	9,000	6,269.22		
	604-43200-42700	TRAVEL, CONF, DUES	273.00	2,500	1,606.94		
	604-43200-42800	UTILITIES	10,952.91	215,000	98,078.68		
	604-43200-43300	NORTH PLANT IMPROVEMENTS	15,500.00	3,745,819	2,906,246.71		
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	23,633.27	29,829,861	29,269,936.43		
	604-43210-42700	TRAVEL CONFERENCE & DUES	546.00	1,000	454.00		
	604-43250-42200	PROFESSIONAL SERVICES	4,849.50	165,000	145,609.30		
	604-43250-42500	REPAIRS	2,090.00	22,000	12,499.44		
	604-43250-42600	SUPPLIES	435.59	50,000	38,894.11		
	604-43250-42610	GAS	396.27	6,000	4,815.59		
	604-43250-42800	UTILITIES	659.33	51,000	38,111.79		
	604-43250-43317	CIPP	1,614.60	555,000	470,055.50		
	604-43250-43336	LIVESAY UTILITIES	4,352.50	168,624	164,271.50		
	604-43250-43339	WEST HARMON UTILITIES	717.50	0	9,693.74-	Y	
	604-43250-43346	3RD & MAIN	25,138.94	0	26,161.94-	Y	
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	60.00	2,187,569	2,177,170.88		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	612-38895	COMPOST CARTS (*NON-EXPENS	70.00	5,000-	3,175.00-		
	612-43220-42100	INSURANCE	134.65	2,500	2,365.35		
	612-43220-42500	REPAIR & MAINTENANCE	754.11	5,000	2,085.57-	Y	
	612-43220-42600	SUPPLIES	601.27	19,000	12,212.05		
	612-43220-43460	MINI EXCAVATOR	104,930.95	105,000	69.05		
	612-43230-42600	SUPPLIES	1,214.30	40,000	36,484.24		
	612-43230-42610	GAS & OIL	5,017.07	50,000	32,001.57		
	612-43230-42660	POSTAGE	4.08	8,000	5,309.96		
	612-43230-42800	UTILITIES	42.75	600	369.84		
	612-43240-42210	STATE GARBAGE FEES	3,940.76	33,000	21,329.25		
	612-43240-42211	DAVISON COUNTY FEE	67,495.10	65,000	2,495.10-	Y	
	612-43240-42500	REPAIR AND MAINTENANCE	246.76	32,000	27,984.95		
	612-43240-42610	GAS & OIL	6,075.39	110,000	78,908.93		
	612-43240-42800	UTILITIES	820.41	12,000	7,264.39		
	614-45250-42500	REPAIR & MAINTENANCE	1,316.78	10,000	7,055.81		
	614-45250-42600	SUPPLIES & MATERIALS	3,353.48	25,400	9,842.20		
	614-45250-42602	CHEMICALS	248.31	25,000	12,808.28		
	614-45250-42800	UTILITIES	239.79	20,000	16,953.36		
	619-45220-42200	PROFESSIONAL SERVICES	65.00	0	65.00-	Y	
	619-45220-42500	REPAIR & MAINTENANCE	36.21	8,000	7,856.79		
	619-45220-42600	SUPPLIES	162.90	2,200	1,726.10		
	619-45220-42800	UTILITIES	852.99	19,750	16,639.20		
	619-45220-42935	BID TAX	106.00	3,800	3,686.00		
	621-44600-42500	REPAIRS & MAINTENANCE	40.00	1,500	1,150.39		
	621-44600-42600	SUPPLIES	961.69	23,500	15,530.32		
	621-44600-42610	GAS & OIL	1,074.67	13,000	8,133.89		
	621-44600-42800	UTILITIES	99.08	3,425	2,308.52		
	700-45300-42904	CORN PALACE GAMES	25,235.00	0	110,143.88-	Y	
**	2024-2025 YEAR TOTALS	**	1,943,610.49				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	187.69
101-1210	MAYOR'S OFFICE	46.98
101-1220	CITY ADMINISTRATOR	0.24
101-1410	ATTORNEY'S OFFICE	1,257.14
101-1420	FINANCE	33.83
101-1440	HUMAN RESOURCES	4,720.65
101-1920	MUNICIPAL BUILDINGS	1,886.65

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1935	INFORMATION TECHNOLOGY	3,223.05
101-2110	POLICE DEPARTMENT	9,280.15
101-2130	TRAFFIC DEPARTMENT	27,164.72
101-2200	FIRE DEPARTMENT	1,654.48
101-3100	STREET DEPARTMENT	19,756.03
101-3110	PUBLIC WORKS ADMIN	22,425.84
101-3120	STREET & SIDEWALK CONST	127,360.07
101-3150	STORM DRAINAGE	58,786.64
101-3700	CEMETERY	49,314.08
101-4120	ANIMAL CONTROL	930.73
101-5000	CULTURE & RECREATION	10,000.00
101-5500	LIBRARY	3,277.94

101 TOTAL	GENERAL	341,306.91
201-5110	RECREATION & AQUATICS	4,553.32
201-5140	RECREATION CENTER	13,475.49
201-5160	SPORTS COMPLEXES	98,645.29
201-5165	CADWELL CONCESSIONS	3,546.57
201-5210	PARKS	19,542.05
201-5220	SUPERVISION	48.56

201 TOTAL	PARK FUND	139,811.28
202-5650	CORN PALACE	53,618.52

202 TOTAL	CORN PALACE FUND	53,618.52
203-5220	LAKE	240,852.69

203 TOTAL	LAKE MITCHELL	240,852.69
211-6311	ENTERTAINMENT TAX	20,800.00

211 TOTAL	ENTERTAINMENT TAX	20,800.00
213-6311	BUSINESS IMPROV DIST #3	500.00

213 TOTAL	BUSINESS IMPROV DIST #3	500.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
214-3500	E-911	246.77

214 TOTAL	E-911 EMERGENCY	246.77
218-5140	MVP	12.60
218-5150	PALACE TRANSIT	11,524.11
218-5180	JVCC	2,717.01

218 TOTAL	COMMUNITY SERVICES	14,253.72
219-5140	NUTRITION	12,877.69

219 TOTAL	NUTRITION	12,877.69
230-3500	AIRPORT	6,079.76

230 TOTAL	AIRPORT	6,079.76
602-3330	WATER TREATMENT PLANT	57,061.30
602-3340	WATER DISTRIBUTION	738,550.82

602 TOTAL	WATER	795,612.12
604-3200	WASTE WATER TREATMENT	51,651.30
604-3210	WASTE WATER IND PRETREAT	546.00
604-3250	WASTE WATER COLLECTION	40,314.23

604 TOTAL	SEWER	92,511.53
612	NON-DEPARTMENTAL	70.00
612-3220	RECYCLING PROGRAM	106,420.98
612-3230	WASTE COLLECTION	6,278.20
612-3240	LANDFILL	78,578.42

612 TOTAL	SANITATION	191,347.60

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
614-5250	GOLF COURSE	5,158.36

614 TOTAL	GOLF COURSE	5,158.36
619-5220	CAMPGROUND	1,223.10

619 TOTAL	CAMPGROUND	1,223.10
621-4600	EMS	2,175.44

621 TOTAL	EMERGENCY MEDICAL SERVICE	2,175.44
700-5300	AGENCY FUNDS	25,235.00

700 TOTAL	AGENCY FUNDS	25,235.00

** TOTAL **		1,943,610.49

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	GASUP Garage Supplies	742.24
	MAINT Maintenance/Repairs	523.71
	OFFSUP Office Supplies	244.17
	OFFUT Office Utilities	45.51
	SHAH Tablet/Radio Contract	344.01
	UNIF Uniforms	128.00
	** PROJECT E01 TOTAL **	2,027.64
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	604.15
	42610 GAS-FUEL	52.00
	** PROJECT H01 TOTAL **	656.15
H02 CADWELL STADIUM	42800 UTILITIES	1,013.35
	** PROJECT H02 TOTAL **	1,013.35
H03 OLD SOCCER FIELDS	42800 UTILITIES	86.32
	** PROJECT H03 TOTAL **	86.32

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H04 BASEBALL	42500	REPAIR/MAINTENANCE	995.46
	42600	SUPPLIES/MATERIALS	155.16
	43300	CAPITAL IMPROVEMENTS	100.41
		** PROJECT H04 TOTAL **	1,251.03
H05 SOFTBALL	42600	SUPPLIES/MATERIALS	582.30
	42800	UTILITIES	145.35
		** PROJECT H05 TOTAL **	727.65
H06 ARENA-NORTH RINK	42200	PROFESSIONAL SERVICES	793.50
		** PROJECT H06 TOTAL **	793.50
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	48.28
	42800	UTILITIES	53.39
		** PROJECT H07 TOTAL **	101.67
H10 MUNROE PARK	42800	UTILITIES	93.85
		** PROJECT H10 TOTAL **	93.85
H13 ARENA-SOUTH RINK	42800	UTILITIES	1,286.70
		** PROJECT H13 TOTAL **	1,286.70
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	516.31
	42600	SUPPLIES/MATERIALS	57.97
	42610	GAS/FUEL	1,136.61
		** PROJECT H50 TOTAL **	1,710.89
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	11,744.45
	42800	UTILITIES	546.33
		** PROJECT H51 TOTAL **	12,290.78
H52 FORESTRY	42604	TREES	300.00
		** PROJECT H52 TOTAL **	300.00
H55 DRY RUN CREEK PARK	42800	UTILITIES	181.95
		** PROJECT H55 TOTAL **	181.95
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	582.37
	42602	CHEMICALS	1,669.50
	42800	UTILITIES	271.44
		** PROJECT H56 TOTAL **	2,523.31

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H58 JENNEWEIN PARK	42800 UTILITIES	14.92
	** PROJECT H58 TOTAL **	14.92
H60 NORTHRIDGE PARK	42600 SUPPLIES/MATERIALS	5.69
	42800 UTILITIES	7.32
	** PROJECT H60 TOTAL **	13.01
H61 PIONEER PARK	42800 UTILITIES	12.00
	** PROJECT H61 TOTAL **	12.00
H62 ROTARY PARK	42800 UTILITIES	15.04
	** PROJECT H62 TOTAL **	15.04
H63 VETERANS PARK	42850 UTILITES/VETERANS PARK	63.90
	** PROJECT H63 TOTAL **	63.90
H64 6TH STREET PLAZA PARK	42600 SUPPLIES/MATERIALS	560.04
	42602 CHEMICALS	920.00
	** PROJECT H64 TOTAL **	1,480.04
H66 CAMP ARROYA	42600 SUPPLIES/MATERIALS	603.52
	42800 UTILITIES	88.55
	** PROJECT H66 TOTAL **	692.07
H67 DAY CAMP	42600 SUPPLIES/MATERIALS	29.98
	42800 UTILITIES	43.05
	** PROJECT H67 TOTAL **	73.03
H71 KIWANIS WOODLOT	42800 UTILITIES	42.54
	** PROJECT H71 TOTAL **	42.54
H74 PUBLIC BEACH	42800 UTILITIES	54.99
	** PROJECT H74 TOTAL **	54.99
H76 SANDY BEACH	42800 UTILITIES	21.99
	** PROJECT H76 TOTAL **	21.99
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	9.68
	** PROJECT H79 TOTAL **	9.68

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	60.31
	** PROJECT J02 TOTAL **	60.31
J03 REC CTR-WELLNESS/FITNESS	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	536.22
	** PROJECT J03 TOTAL **	536.22
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	385.89
	** PROJECT J05 TOTAL **	385.89
J06 REC CTR-GENERAL BLDG	RM-ELEC REPAIR/MAINT-ELECTRICAL	143.72
	RM-EQUIP REPAIR/MAINT-EQUIPMENT	1,664.95
	RM-PLUMB REPAIR/MAINT-PLUMBING	239.77
	SM-BLDG SUPPLIES/MATERIAL-BLDG	200.00
	SM-GENER SUPPLIES/MATERIAL-GENERAL	160.00
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	73.49
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	257.05
	** PROJECT J06 TOTAL **	2,738.98
J08 REC CTR PUBLISHING	ICAN PUBLISHING-ICAN	750.00
	KMIT PUBLISHING-KMIT	875.40
	MIDCO PUBLISHING-MIDCO	1,701.50
	SM PRINT PUBLISHING-S&M PRINTING	59.40
	** PROJECT J08 TOTAL **	3,386.30
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	4,643.56
	TV UTILITIES-TV	111.80
	** PROJECT J09 TOTAL **	4,755.36
J10 REC CTR UNIFORMS	ADAM UNIFORMS-ADAM	29.88
	** PROJECT J10 TOTAL **	29.88
J50 OUTDOOR AQUATIC CENTER	ELE/GAS UTILITIES-ELECTRIC/GAS	340.17
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	12.58
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	257.05
	** PROJECT J50 TOTAL **	609.80
J51 P&A YOUTH PROGRAMS	SM-PROGR SUPPLIES/MATERIAL-PROGRAMS	20.97
	** PROJECT J51 TOTAL **	20.97
J55 P&A PUBLISHING	DAILY PUBLISHING-DAILY REPUBLIC	3,920.97
	** PROJECT J55 TOTAL **	3,920.97

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
W07 CORN PALACE FESTIVAL-2020	42320 ADVERTISING/PRINTING	510.00
	** PROJECT W07 TOTAL **	510.00
X04 DECORATING	42502 CONTRACT SERVICES	20,000.00
	42600 SUPPLIES	79.70
	** PROJECT X04 TOTAL **	20,079.70

NO ERRORS

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 20, 2024	Requested By:	Stephanie Ellwein
Desired Action of City Council:	No action requested. Presentation is for information only.		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Presentation of the 2024 Q1 Business and Economic Data Analysis Summary, a Collaborative Effort with Dakota Wesleyan University and the South Dakota Secretary of State		
Explanation/Background of Agenda Item Requested:	From the enclosed report: "In the spring of 2024, Dr. Tracy Dice's students in Dakota Wesleyan University's Principles of Macroeconomics course undertook the creation of a business and economic data analysis summary report, leveraging the expertise of local professionals, data from the South Dakota Secretary of State's office and online resources. This project was motivated by a desire to highlight the economic story of the Mitchell area, recognizing the importance of local economic dynamics and providing students with a practical application of their economic knowledge."		



2024 Q1 BUSINESS AND ECONOMIC DATA ANALYSIS SUMMARY

**SOUTH DAKOTA
SECRETARY OF STATE
MONAE L. JOHNSON**

In partnership with
DWU DAKOTA WESLEYAN
UNIVERSITY

**PUBLISHED BY:
DAKOTA WESLEYAN UNIVERSITY
MUSICK FAMILY DEPARTMENT OF BUSINESS**

I am thrilled to announce the reintroduction of our Economic Report, a collaborative effort with Dakota Wesleyan University. Since its inception in 2011, these reports have served as a vital resource, offering insights into the economic landscape of South Dakota. As the custodians of all business entity filings, the Secretary of State's office plays a crucial role in deciphering the state's economic pulse. After a hiatus since 2019, I am delighted to unveil the first of many forthcoming reports. While the pandemic introduced unprecedented challenges, it's fascinating to observe its impact on new business filings, reflecting the resilience and adaptability of South Dakota's entrepreneurial spirit. This 66-page report promises a comprehensive analysis, and I invite you to delve into its findings.

**Monae L. Johnson
South Dakota Secretary of State**



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Openings 31
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SPECIAL THANKS TO

In the spring of 2024, Dr. Tracy Dice's students in Dakota Wesleyan University's Principles of Macroeconomics course undertook the creation of a business and economic data analysis summary report, leveraging the expertise of local professionals, data from the South Dakota Secretary of State's office and online resources. This project was motivated by a desire to highlight the economic story of the Mitchell area, recognizing the importance of local economic dynamics and providing students with a practical application of their economic knowledge.

We would like to thank the following people and companies that made this possible.

- SD Secretary of State Monae Johnson
- SD Governor's Office of Economic Development
- SD Department of Labor
- City of Mitchell
- Mitchell City Administrator - Stephanie Ellwein
- Mike Lauritsen - CEO of the MADC and Chamber of Commerce
- High Plains Processing - Pat Gathman
- Krall Eye Clinic
- Trail King - Clark Breitag
- Trevor Dierks - First Dakota National Bank
- Jennifer Haddon - Mitchell Area Chamber of Commerce
- Jodi Landgaard - DWU Vice President of Finance and Administration
- Jeff Larson - Quality Homes
- Chuck Mauszycki - Mitchell Realty
- Designs by Mesa - Mesa Bartmann
- Dakota Wesleyan University
- DWU Professors Stuart Keenan, Justin Battistoni, and Dr. Samantha Dunn
- DWU Spring 2024 Principles of Macroeconomics Class:

- | | | |
|---------------------|--------------------|---------------------|
| • Nolan Adkisson | • Matthew Hagen | • Chelsey Mohr |
| • Ashton Austreim | • Michael Hart | • Ashton Munsell |
| • Peyton Bettcher | • Kallan Herman | • Seth Muth |
| • Riley Brennan | • Emma Hunt | • Salvatore O'Neill |
| • Anna Campbell | • Jace Larson | • Rett Osthus |
| • Jaxon Christensen | • Blaze Lubbers | • Jackson Quam |
| • Nolan Dvorak | • Ethan McCune | • Lily Ranschau |
| • Morgan Edelman | • Caleb Meyers | • Carter Rentz |
| • Juan Florez | • Nathan Meyers | • Quenton Walls |
| • Isaac Foust | • Alexander Mizzak | |



ENTITY FILINGS

High Plains Processing

The decision to build the soybean plant in Mitchell was made based on several strategic advantages. These included:

- the proximity to local soybean and sunflower supplies,
- ensuring a steady source of raw materials,
- access to a major railway like BNSF,
- which facilitates efficient transportation, and
- connectivity with potential customers.

The establishment of the soybean plant is expected to contribute significantly to Mitchell's growth and economic development. The creation of 70-80 jobs with competitive wages will provide employment opportunities for residents and potentially attract new residents to the area. During the construction phase, the influx of contractors staying in local accommodations will stimulate economic activity, benefiting businesses in Mitchell.

Despite Mitchell's low unemployment rate, acquiring a workforce for the plant may pose challenges. However, various strategies are in place to address this. These include offering relocation opportunities for individuals interested in moving to Mitchell, partnering with educational institutions like MTI, DWU, and the Build Dakota program to train and attract skilled workers, and drawing from employees at existing sites in nearby towns.

The establishment of the soybean plant in Mitchell is expected to have a positive impact on the community by:

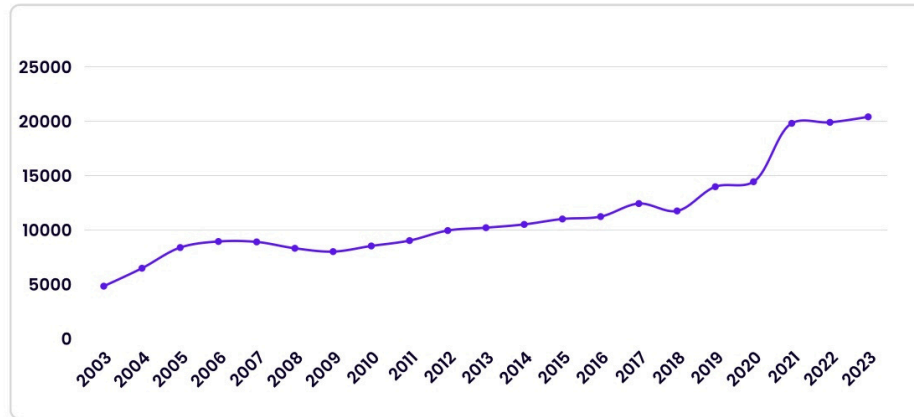
- fostering economic growth,
- providing employment opportunities, and
- strengthening the local agricultural sector.



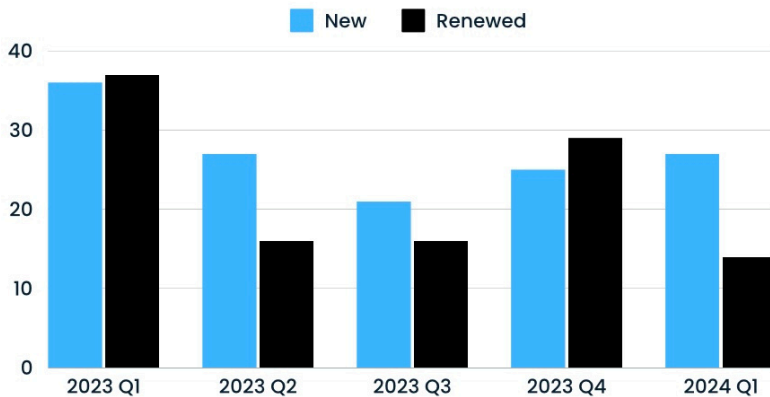
High Plains
—PROCESSING—

SOUTH DAKOTA BUSINESS ENTITY

South Dakota New Entity Filings 2003-2023

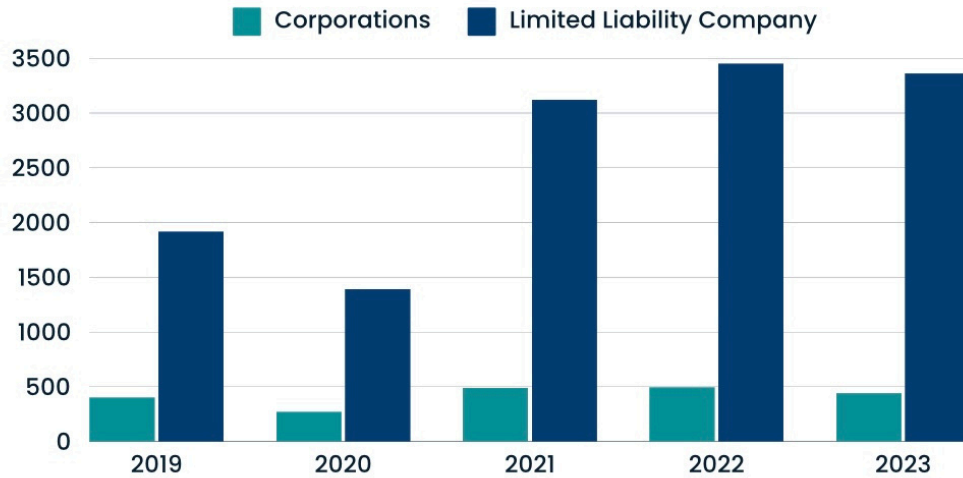


SD TRADEMARKS



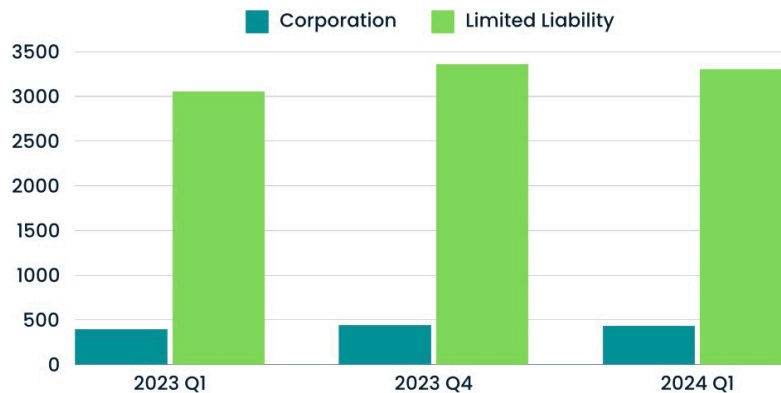
Overall, trademarks have decreased from 2022 Quarter 1 to 2023 Quarter 1

BUSINESS ENTITY BREAKDOWN



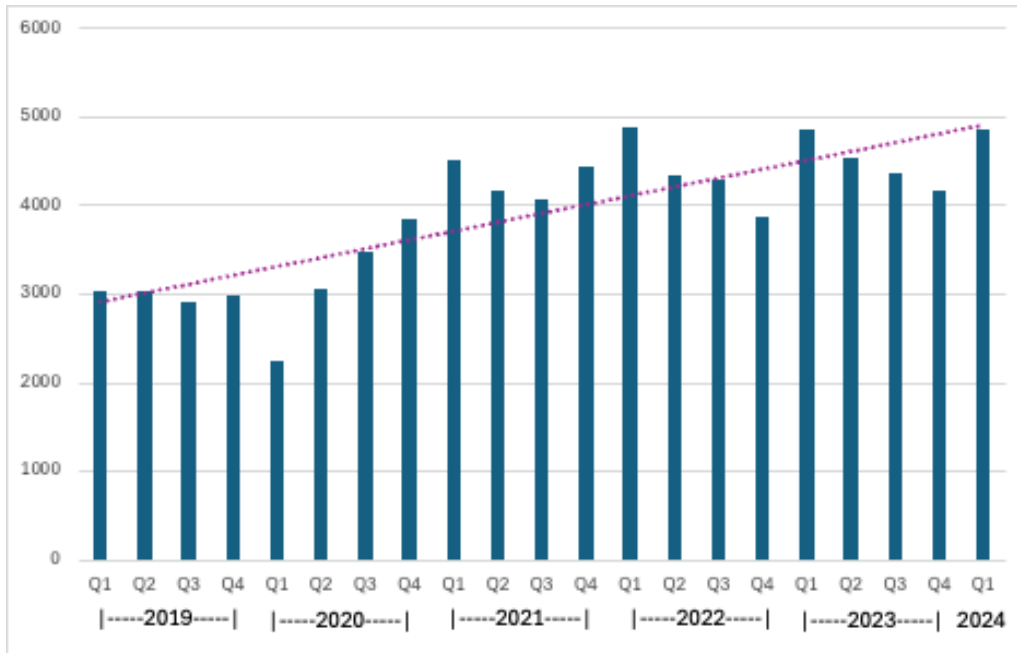
Changes 2023-2024

- Limited Liability Companies and Corporations are the most common type of business in South Dakota
- LLCs have increased while Corporations have maintained since 2019

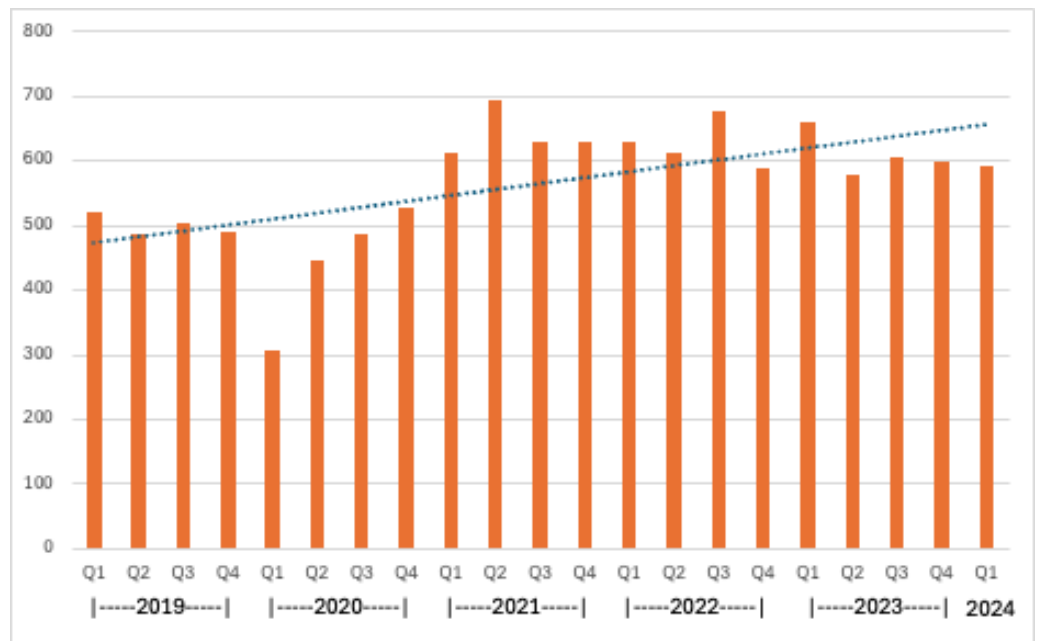


BUSINESS CORPORATIONS

Quarterly Domestic Filings 2019-2024

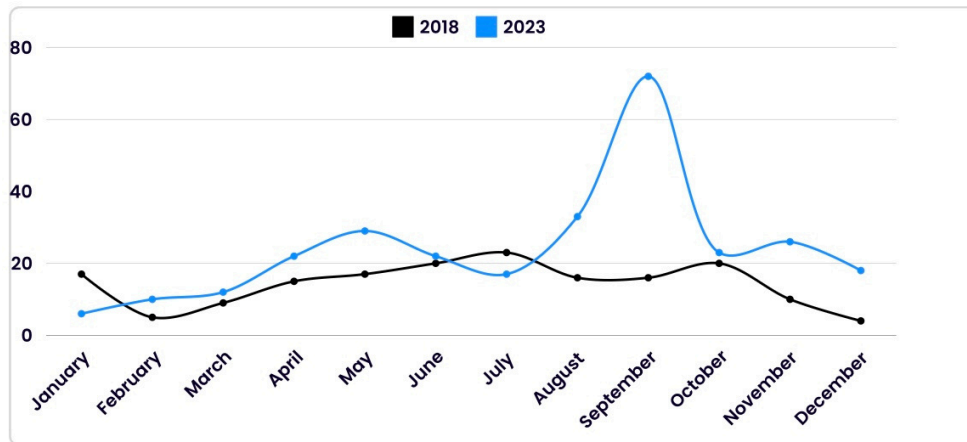


Quarterly Foreign Filings 2019-2024



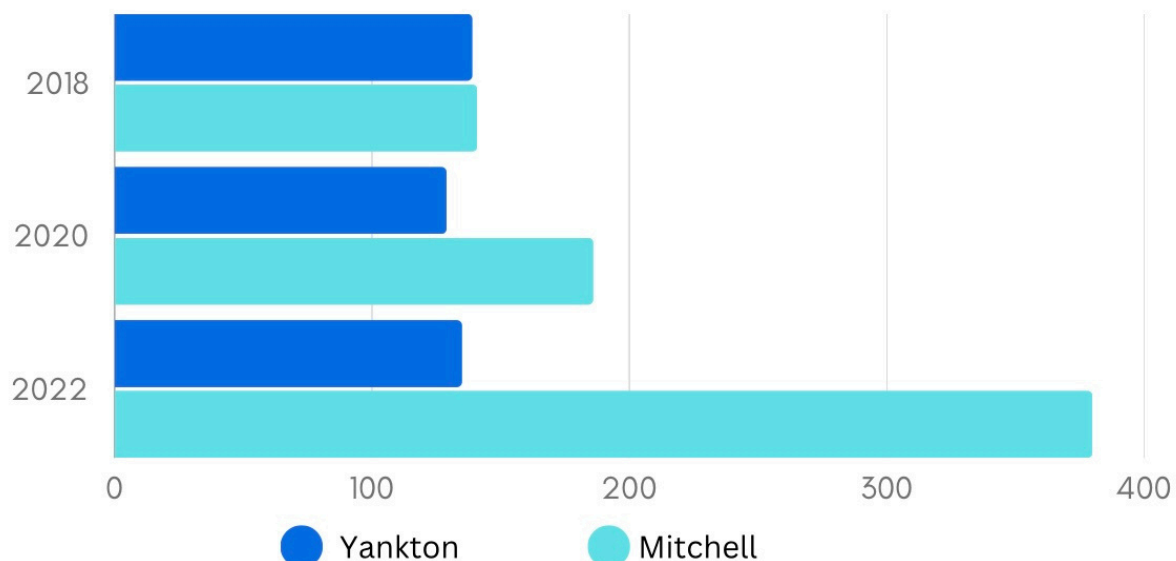
BUILDING PERMITS

Building Permits 2018-2023



- Spikes during the building season
- Lower during winter months
- 2023 September spike caused by late July hail storm,
 - 75% reroofing jobs = \$1,831,529
- A rise in numbers during the summer months
- Fall during the winter
- Very steady over last 5 years

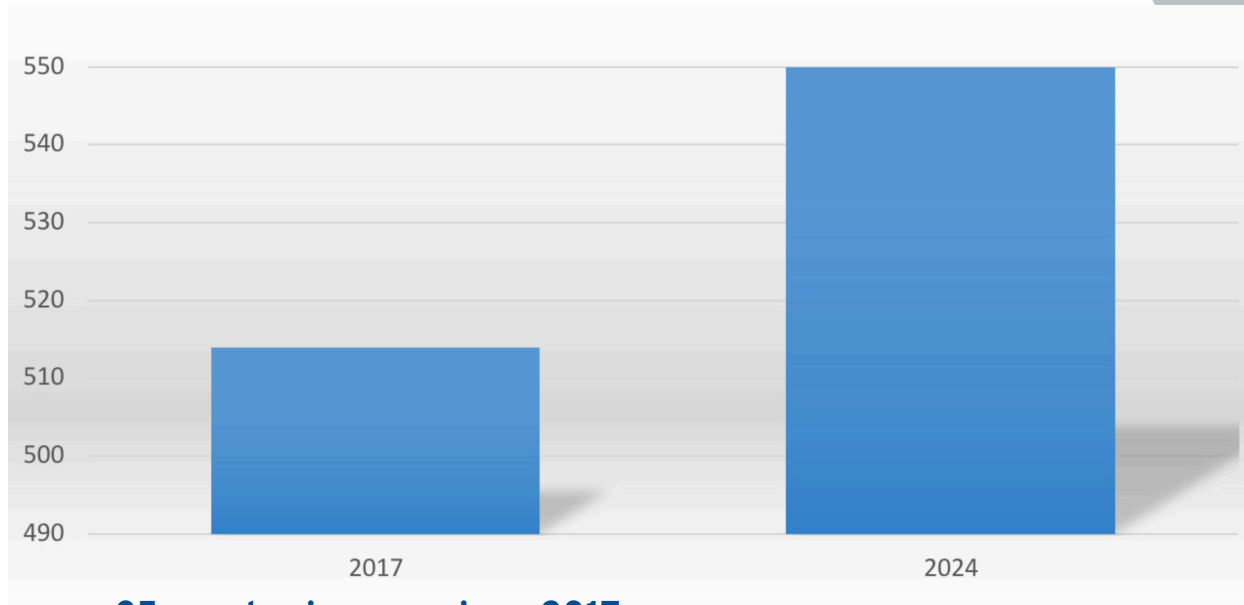
Building Permit Comparison



<https://www.cityofmitchellsd.gov/DocumentCenter/Index/225>

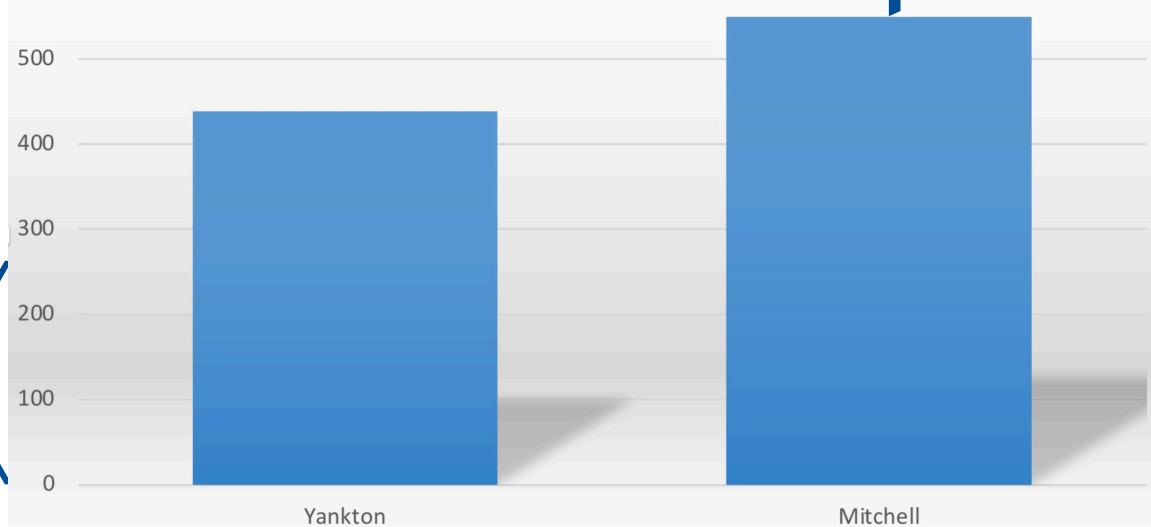
NUMBER OF BUSINESSES

Mitchell Business Numbers



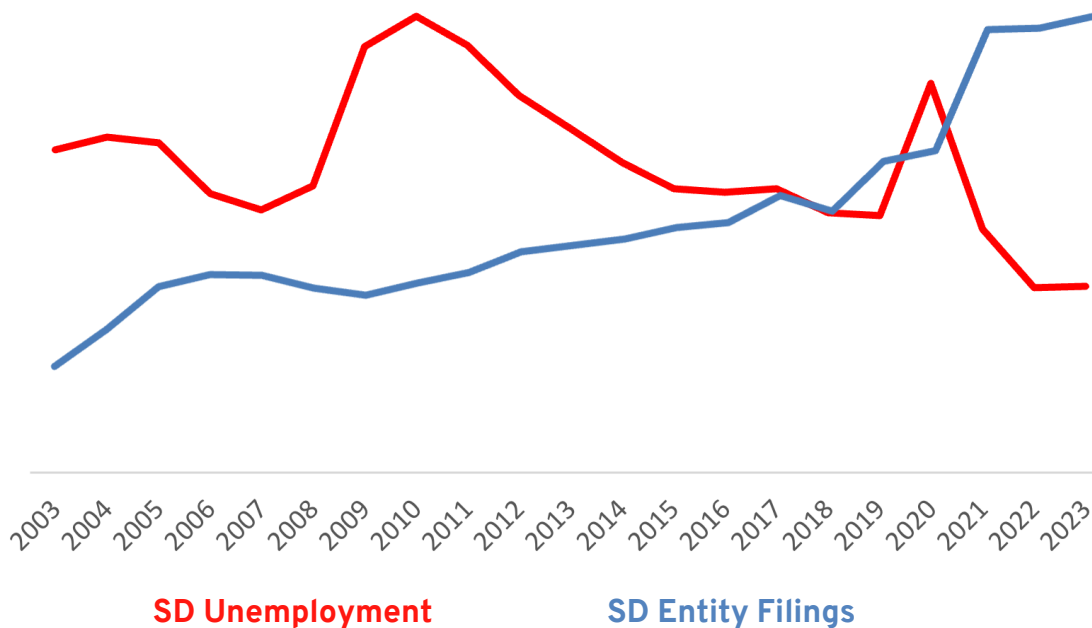
- 35 new businesses since 2017
 - 4% growth over a 7-year span
- Roughly 550 businesses in Mitchell currently
- Established businesses are growing and new businesses are forming which has attributed to Mitchell's economy

Yankton vs Mitchell Business Number Comparison



<https://business.mitchellchamber.com/list/>

UNEMPLOYMENT VS. BUSINESS FILINGS



- Statewide Entity Filings and Unemployment tend to move in opposite directions.
- Even with unemployment spike in 2020, businesses were still growing in different ways

WHAT DOES THIS MEAN?

The correlation between new entity business filings and unemployment trends in South Dakota over the period from 2003 to 2023 shows a relationship between entrepreneurial activity and labor market dynamics. Across the years examined, there appears to be a consistent pattern wherein spikes in new business filings coincide with declines in unemployment filings, indicating a potential relationship between job creation through entrepreneurship and reduced unemployment. This suggests that as new businesses emerge, they contribute to job opportunities, absorbing the labor force and reducing the need for unemployment support.

Notably, in 2020, amidst the unprecedented challenges posed by the global pandemic, South Dakota witnessed a remarkable surge in new entity business filings. This trend persisted through 2023, illustrating growth in the state's economy. The surge in business formations during this period may reflect a response to shifting market demands, as entrepreneurs sought to innovate and address emerging needs brought about by the pandemic. Moreover, governmental support programs and incentives may have encouraged entrepreneurial ventures, further driving the surge in new business formations. Over the following three years, we have seen decreased unemployment filings as individuals found opportunities within these new businesses.

STORY

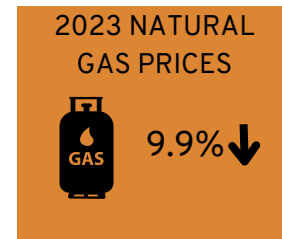
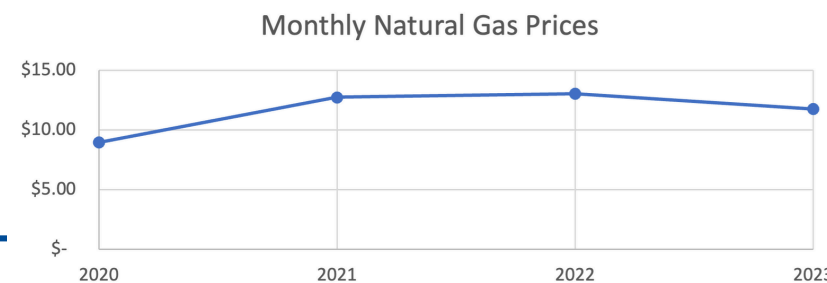
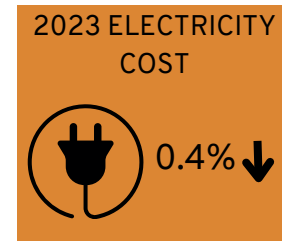
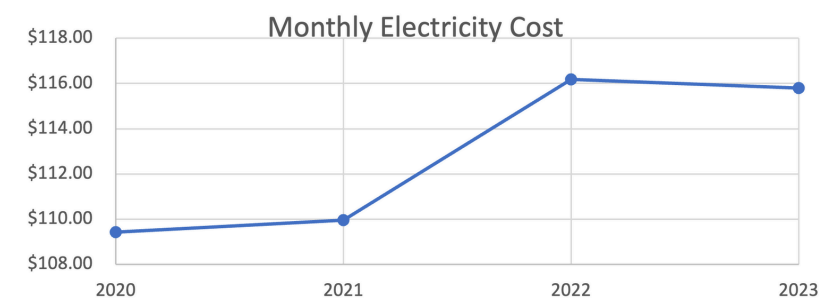
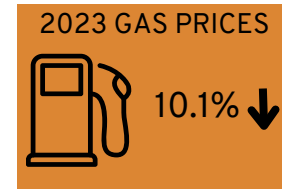
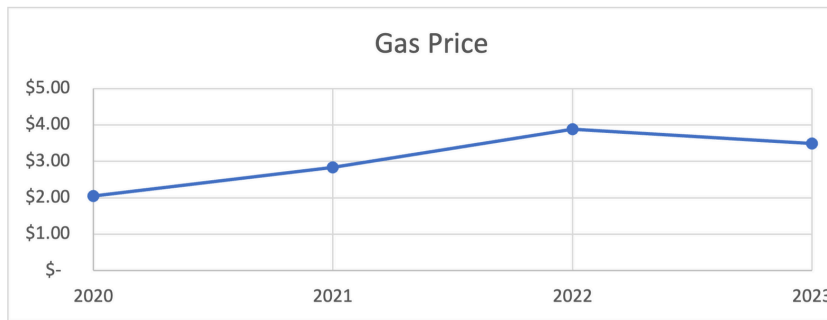
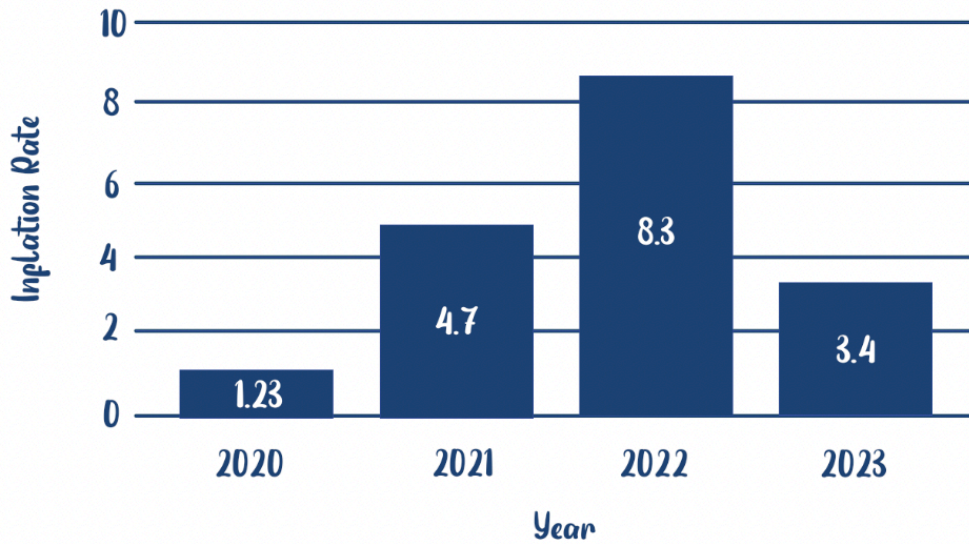
South Dakota is a great place to start a business and to run a business. This is because of the ease of filing and the laws in place that make operating a business easier in South Dakota. For example, in Minnesota, it costs double the amount of money to do repairs on university buildings when compared to South Dakota. The reason behind this increased payout is due to all of the regulations and building requirements involved. Many of the construction companies in South Dakota will actually file the paperwork for the projects you have planned. A firsthand example of this is when the DWU CFO showed the plans for the new DWU Business building.

This story is relevant to Mitchell's growth due to a link between DWU's expansion and the growth of Mitchell itself. If DWU retains and grows in the student population, more businesses and money will be invested in the community. Having college students in a community can help get people straight into the workforce by allowing them to apply for jobs within the community. Building permits are used to track progress within the City of Mitchell. We first looked at the numbers from 2019, before the COVID-19 pandemic. The total valuation of building permits in the City of Mitchell was \$14.8 million dollars. Then in 2020 - through the peak of the pandemic - the total rose to \$25 million. In 2021, Mitchell had a slight decline with a total valuation of \$22.8 million dollars. This is typical because the effects of COVID were just being realized at this time. During the year 2022, Mitchell had a massive amount of growth, with people investing more in the city itself. At the conclusion of the year, the valuation came to a total of \$58.2 million dollars. Mitchell, South Dakota had a 155% increase in building permit investments during this time. Some of this influx in cash can be attributed to higher inflation, more companies moving into Mitchell (the soybean plant is an example), and more residential investments. Overall, there has been considerable growth in the amount of money that has been invested into the growth of Mitchell's community.



INFLATION, INTEREST RATES, AND GDP.

Inflation Rates



Interest Rates

	2024	2023
6 Month	5.22%	3.50%
1 Year	4.78%	3.50%
5 Year	3.97%	3.38%
8 Year	4.00%	3.25%
20 Year	4.34%	3.50%
30 Year	4.23%	3.30%

- 2023-2024 the interest rates have a steady increase.
- 1-month interest rates were higher than the long-term rates

What This Means to Consumers

- Interest rates have increased 0.93% between 2023 and 2024 (from 3.30% to 4.23%)

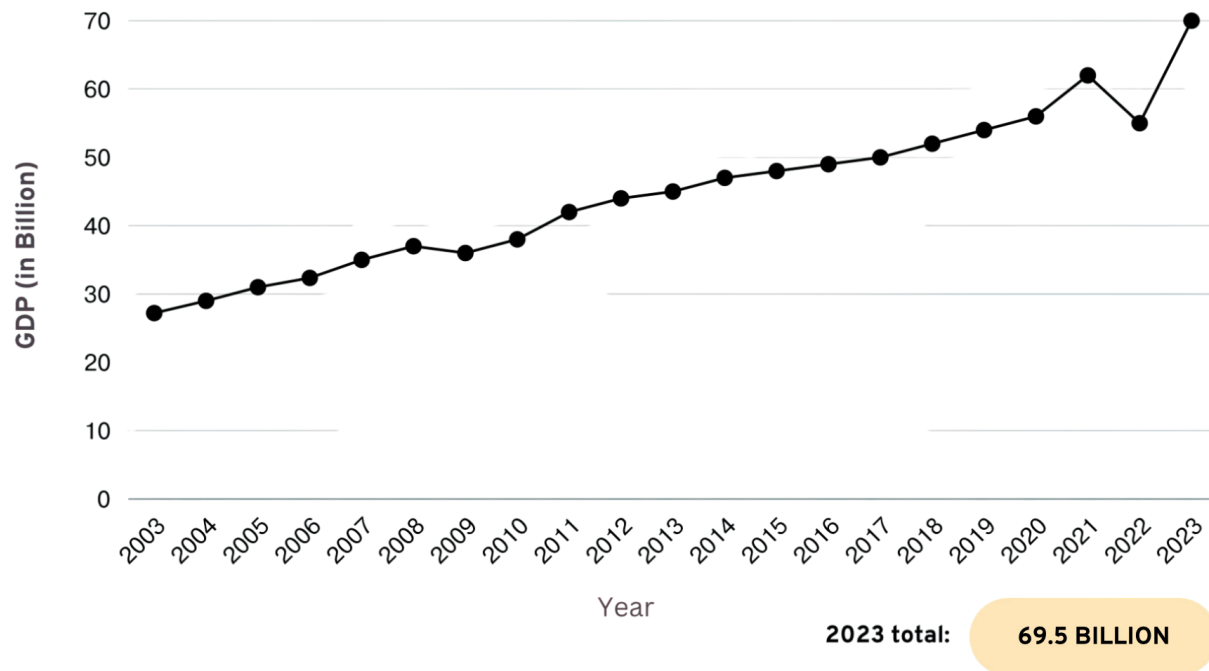
30 Year Mortgage

Mitchell Median Home
Price: \$284,000



Interest Increase:
↑ \$54,000

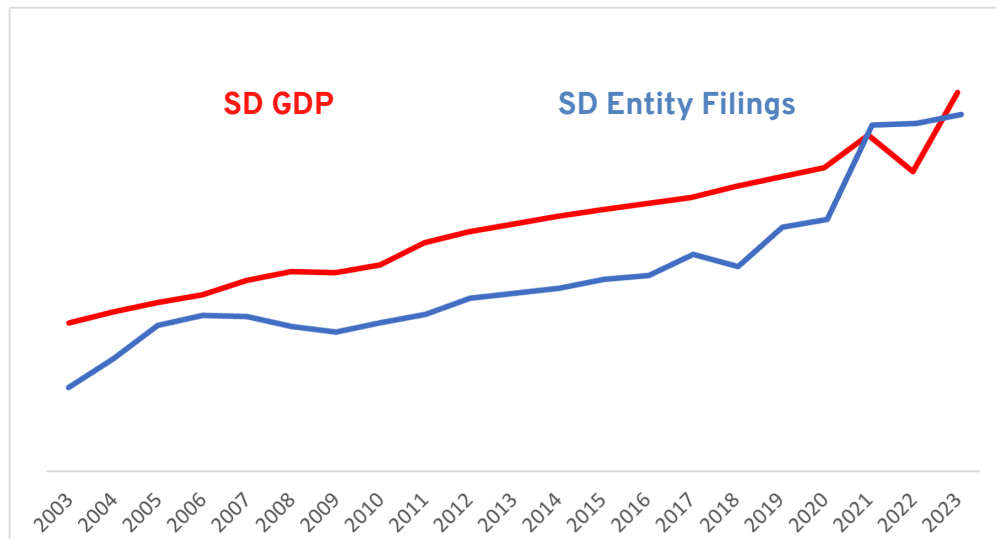
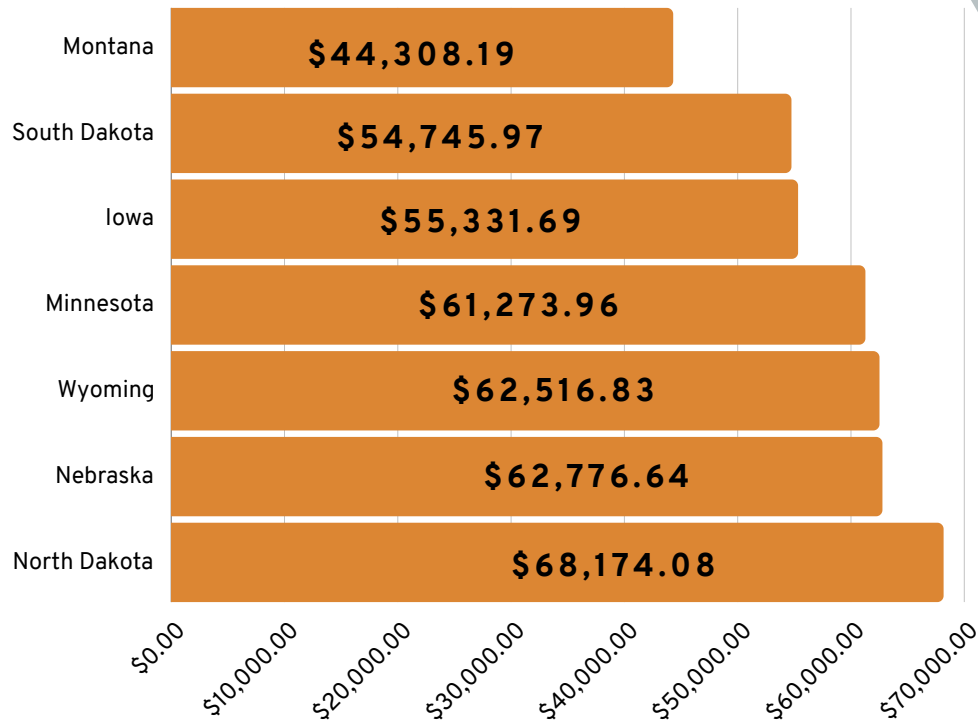
SD GDP Since 2003



GDP

- South Dakota's GDP has increased by 155% since 2003
- In 2022 South Dakota's GDP decreased 4.3% in the 4th quarter

SD Real GDP Per Capita Compared to Neighboring States 2022



- **Statewide Entity Filings and GDP tend to move in the same direction.**

Interest Rates and Their Effects on Mitchell and Surrounding Areas



Interest rates have been a huge factor that has changed the economy of Mitchell, South Dakota, and its surrounding area. Ever since the beginning of Covid-19, it has been prevalent that interest rates have been changing and increasing each year. Trevor Dierks, the president at First Dakota National Bank, states, “It definitely affects the local economy. It slows down some things, but since Mitchell and the surrounding areas compose more small businesses. Interest rates can make it difficult for those small businesses to grow.” Allowing Mitchell and its surrounding area to adjust to interest rates changing up and down will allow more people to be prepared for important financial situations.

One thing that Trevor made clear is how he expects interest rates to look within Mitchell in the next 6-12 months. He stated, “I think they will be stable, but it’s hard to tell because of the changing economy. I could see it maybe lowering, which would help out our area, but again, it should be stable.” Mitchell and its surrounding areas seem to be consistent when it comes to interest rates. Overall, Mitchell seems to be in a good spot with future interest rates. If Mitchell’s interest rates rise or decline, it shouldn’t affect the area like it could affect other cities or areas. For as of now, the interest rates continue to say that they will stay stable.

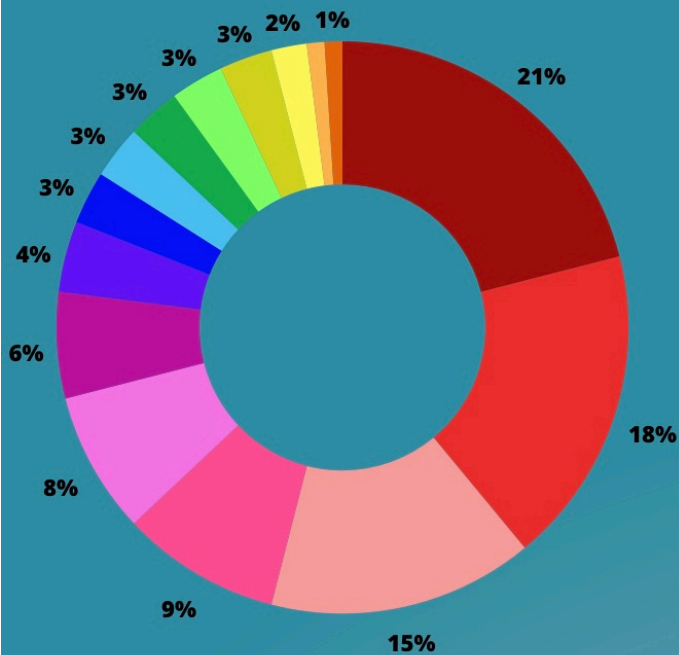


COST OF LIVING, PERSONAL INCOME, AND NUMBER OF WORKERS COMMUTING

COST OF LIVING

MITCHELL, SD YEAR 2023

Household Expenditures



Yankton, SD

Total Household Expenditures

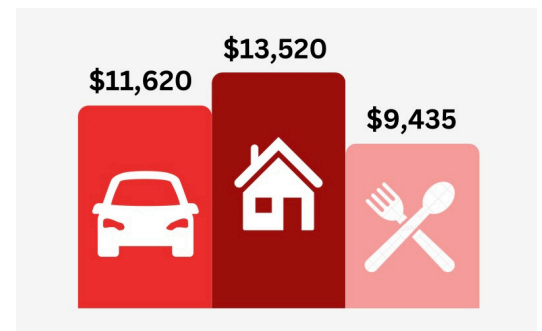
\$71,514



Mitchell, SD

Total Household Expenditures

\$63,770



INDIVIDUAL INCOME

MITCHELL, SD YEAR 2023

2019 Income



vs. Prior Year

2020 Income



vs. Prior Year

2021 Income

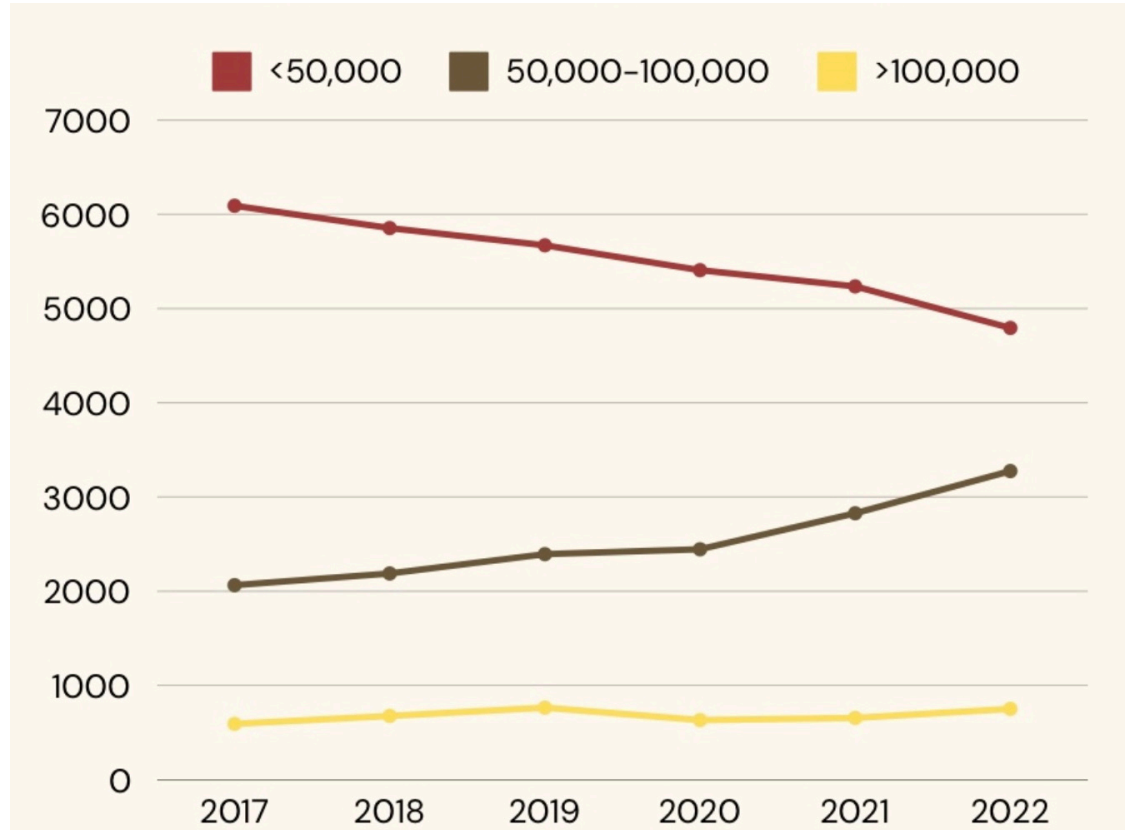


vs. Prior Year

2022 Income



vs. Prior Year



MEAN INCOME

\$58,109

Less than \$50,000



\$50,000-\$100,000



Greater than \$100,000



COMPARING INCOME & EXPENSES

MITCHELL, SD YEAR 2023

Are Mitchell Residents Living Beyond their Means?

HOUSEHOLD
INCOME

VS

HOUSEHOLD
EXPENSES

\$54,505

Mitchell

\$63,770

\$65,667

Yankton

\$71,514

\$71,247

South Dakota

\$69,695

\$74,580

United States

\$72,967

Mitchell, SD

Average
Household Deficit

 **-\$9,265**

**37% less than
Yankton**

**117% less than
the state**

**117% less than
the nation**

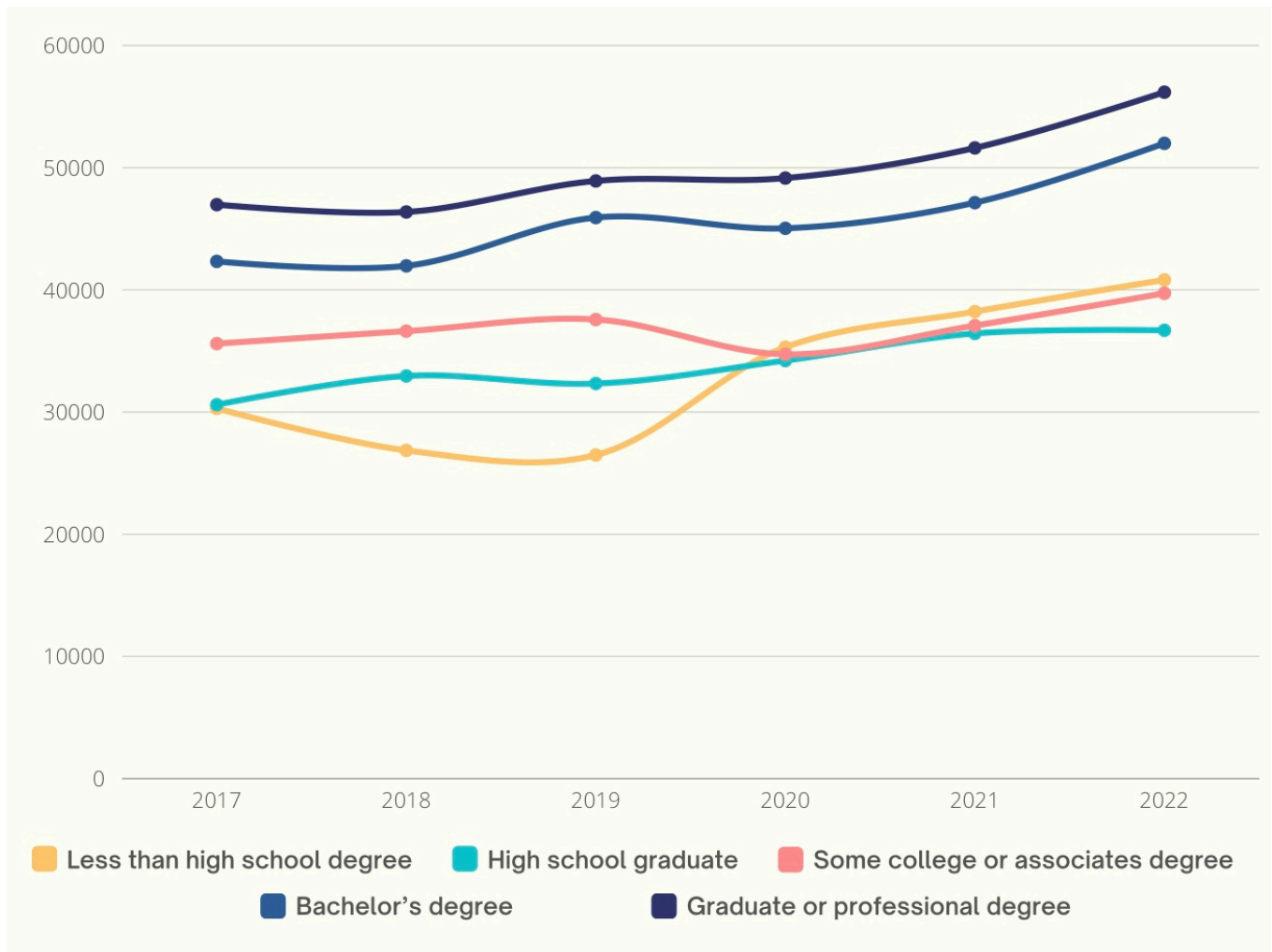
Reasons for Household Deficits

- 65.5% of the population are homeowners
- 62.3% of homeowners have a mortgage
- Housing is about 25% of household income
- Median property value is \$155,900
- 13.3% live below the poverty line
- 8.5% of the population earn \$100,000+

INCOME BY EDUCATION

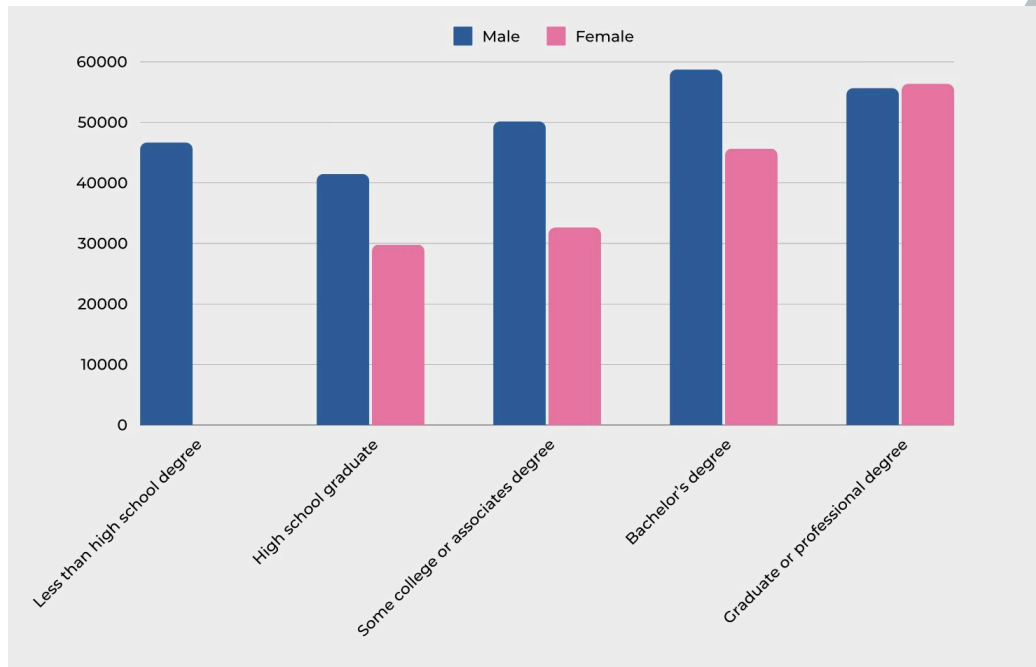
MITCHELL, SD YEAR 2023

Reasons for Increase in High School Dropout Income



INCOME BY GENDER

MITCHELL, SD YEAR 2023



Men consistently earn higher incomes than women, with Mitchell's gender pay gap surpassing the national average. The disparity is notably pronounced in the agriculture sector, where women typically earn over \$27,000 less annually than their male counterparts, as reported by the Census Bureau.

Mitchell Income



MEAN INCOME
\$67,316

\$22,128



MEAN INCOME
\$45,188

National Income

MEAN INCOME
\$88,350

\$21,163

MEAN INCOME
\$67,187

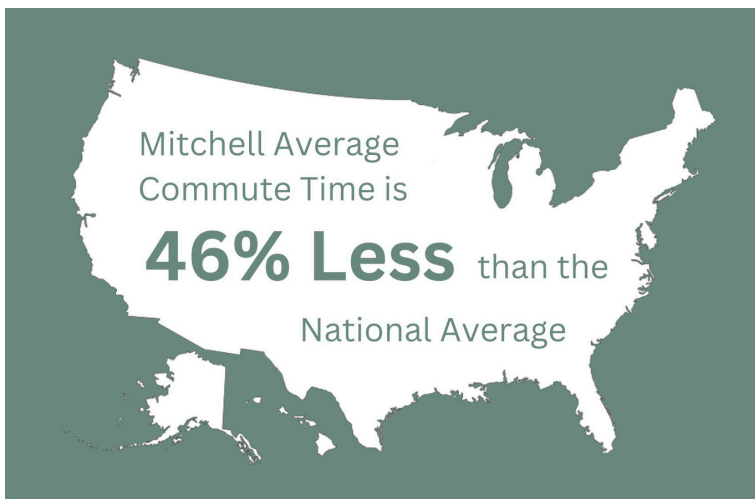
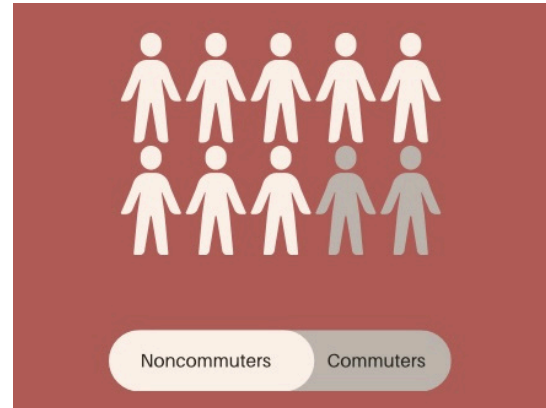
\$21,034

\$21,999

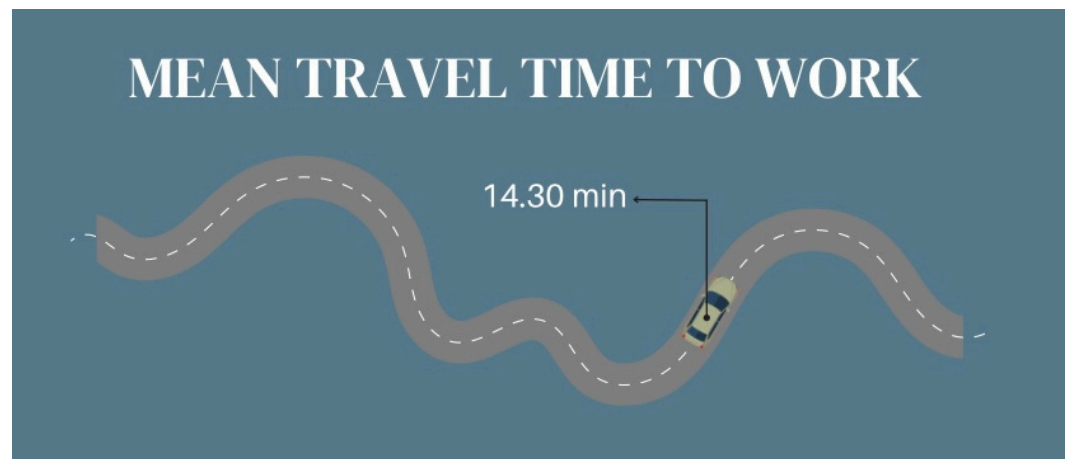
COMMUTING ANALYTICS

MITCHELL, SD YEAR 2023

- Remote working has increased since 2020
- Rising gas prices
- City size and road infrastructure
- Little traffic congestion
- Relatively low population density

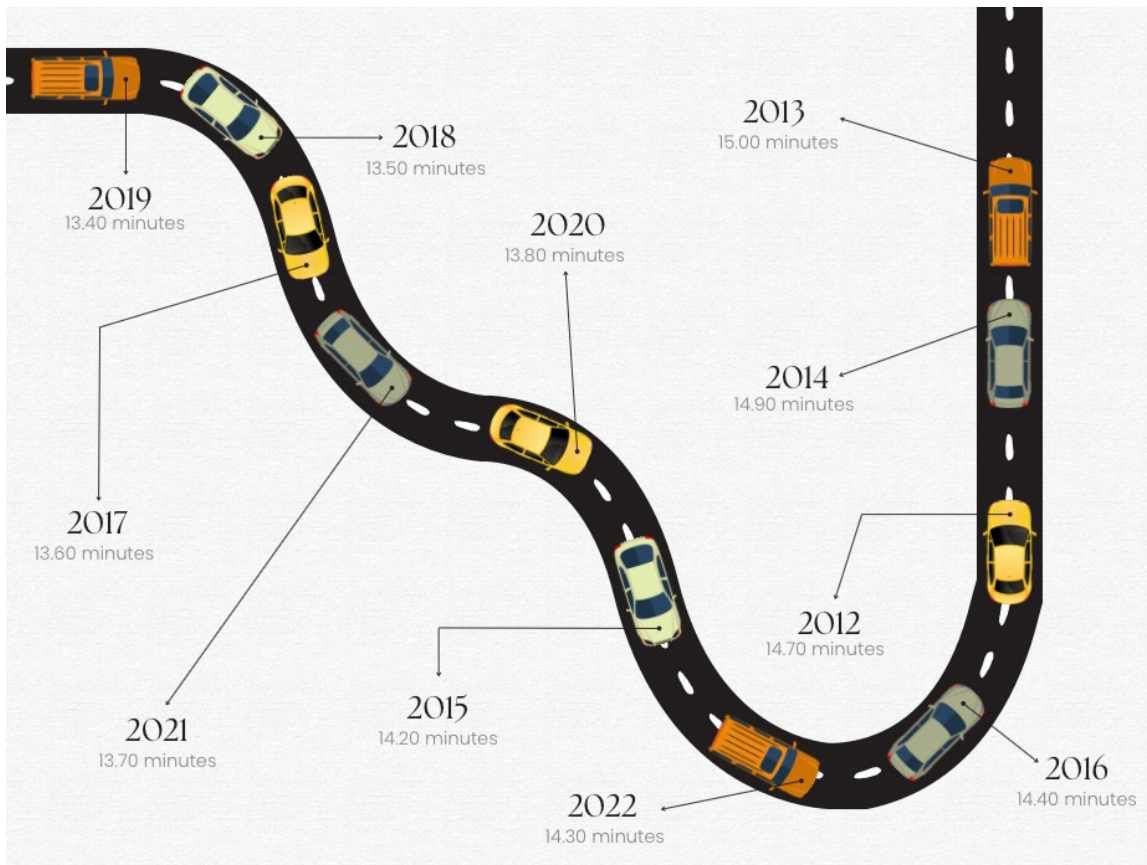


Commuting to work plays a crucial role in fostering economic vitality and urban development. By connecting workers to job centers, commuting facilitates the flow of labor and talent, contributing to the growth of businesses and industries.



COMMUTE TIME

MITCHELL, SD YEAR 2023



REASONS FOR COMMUTING

- Accessing better job opportunities
- Living in affordable areas
- Advancing careers
- Accessing specialized industries
- Maintaining social connections
- Fulfilling family obligations
- Balance of professional aspirations with personal preferences and obligations
- Broader range of career opportunities

STORY: NAVIGATING INCOME, LIVING COSTS, AND COMMUTER TRIALS

MITCHELL, SD

One-third of the employees at Krall Eye Clinic commute to work every day and have an average commute time of 25 minutes. Compared to Mitchell, smaller towns in the surrounding area have a lower cost of living. Multiple employees who commute at Krall Eye Clinic stated the reason for their commute does not have to do with the higher cost of living in Mitchell. However, the cost of living in Mitchell is not unreasonable. Employees who do not commute to Krall Eye Clinic and live in Mitchell claim the cost of living in Mitchell is relatively low compared to other places in South Dakota. These employees also felt their personal income was adequate to sustain a high quality of life in Mitchell. Only two employees at Krall Eye Clinic are pursuing additional sources of income. This indicates the personal income to cost of living ratio at Krall Eye Clinic is favorable for employees.

From 2012-2022, employees in Mitchell averaged a commute time of around 14 minutes. This is significantly lower than the average commute time at Krall Eye Clinic, which is 25 minutes. Krall Eye Clinic also has a higher percentage of employees who commute than Mitchell as a whole. 33% of employees at Krall Eye Clinic commute to work every day while only 20% of employees in Mitchell commute. This data may be skewed because the clinic is a small business with only 15 employees, including the doctors. Multiple workers at the clinic have not received a college education; however, these workers make the same amount as the other workers who share the same job responsibilities. The doctors, insurance manager, lab manager, and office manager all receive higher pay compared to other employees at the clinic. All of these individuals have received higher education than high school. This is consistent with the data in Mitchell. Overall, data shows the cost of living is relatively low in Mitchell, which is consistent with the information that was collected from the clinic.



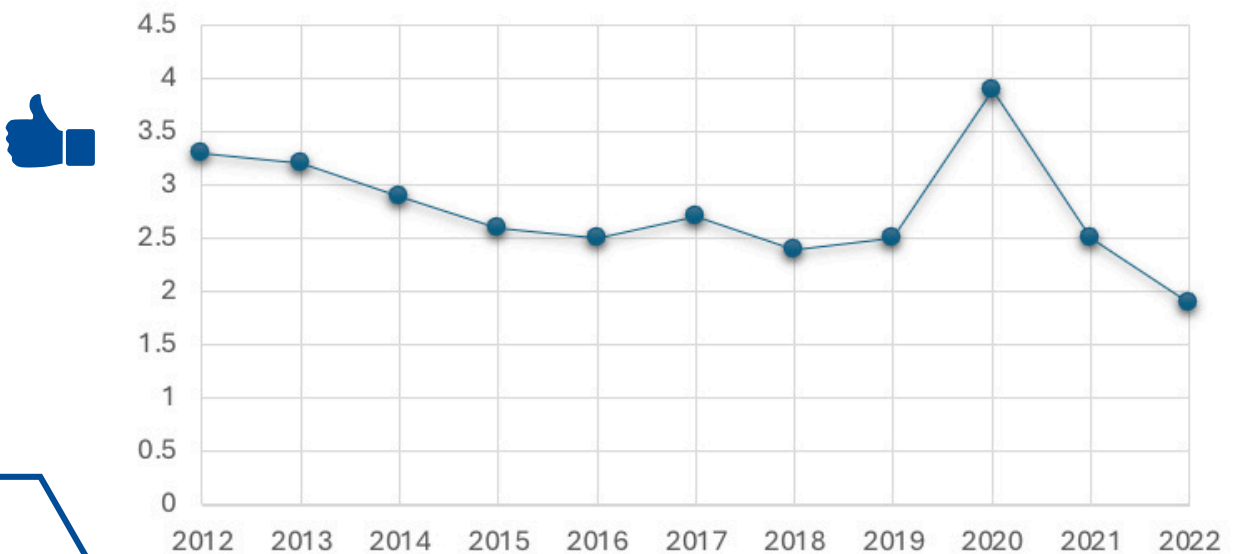
UNEMPLOYMENT, WORKFORCE DEMOGRAPHICS, AND JOB OPENINGS

UNEMPLOYMENT

YEARS 2012-2022



Unemployment Rate - Mitchell, SD

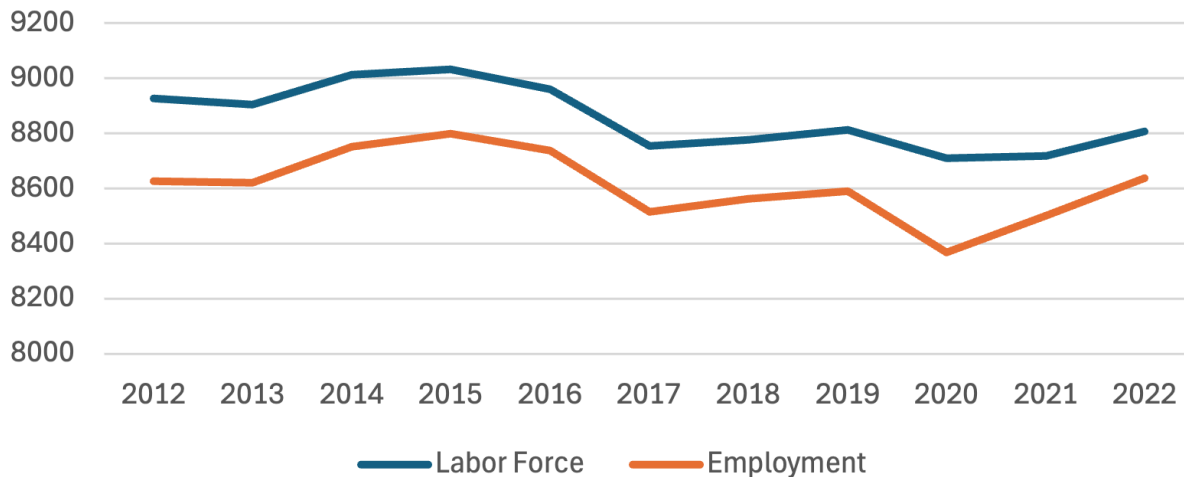


- The labor force and employment data in Mitchell stays steady over time. However, the unemployment rate consistently drops, showing growth in the workforce.

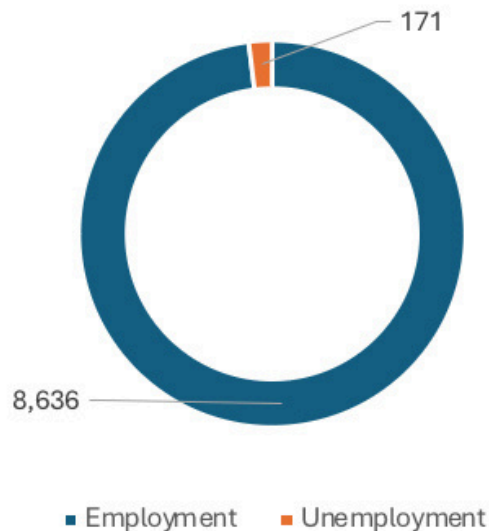
WORKFORCE DEMOGRAPHICS

YEARS 2012-2022

Labor Force and Employment
Mitchell, SD

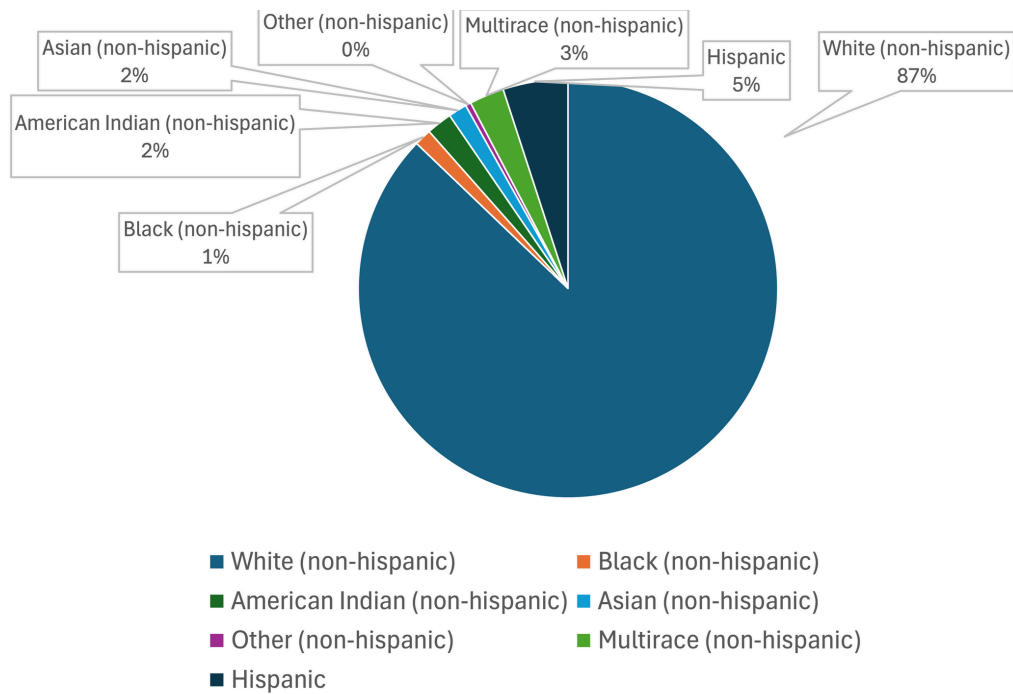


Employment vs Unemployment, Mitchell, SD



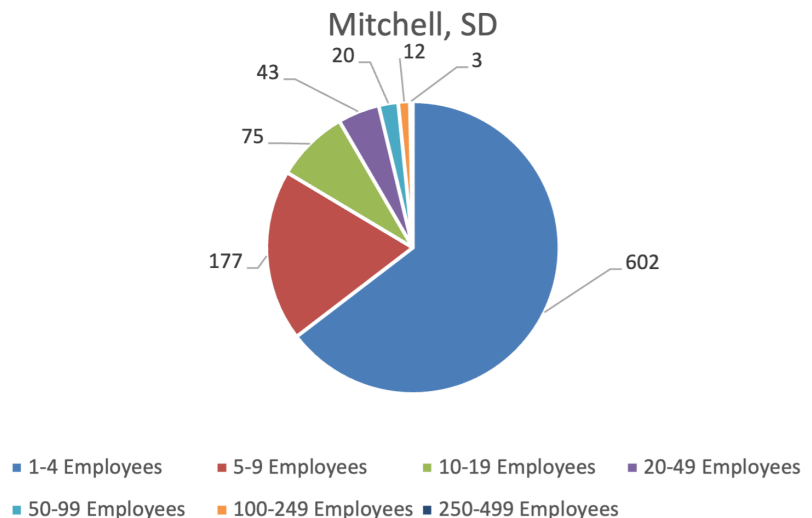
- In 2020, unemployment rose due to COVID-19. However, in other years, unemployment steadily declined. By 2022, the employment rate reached 98%.

2023 WORKFORCE DEMOGRAPHICS

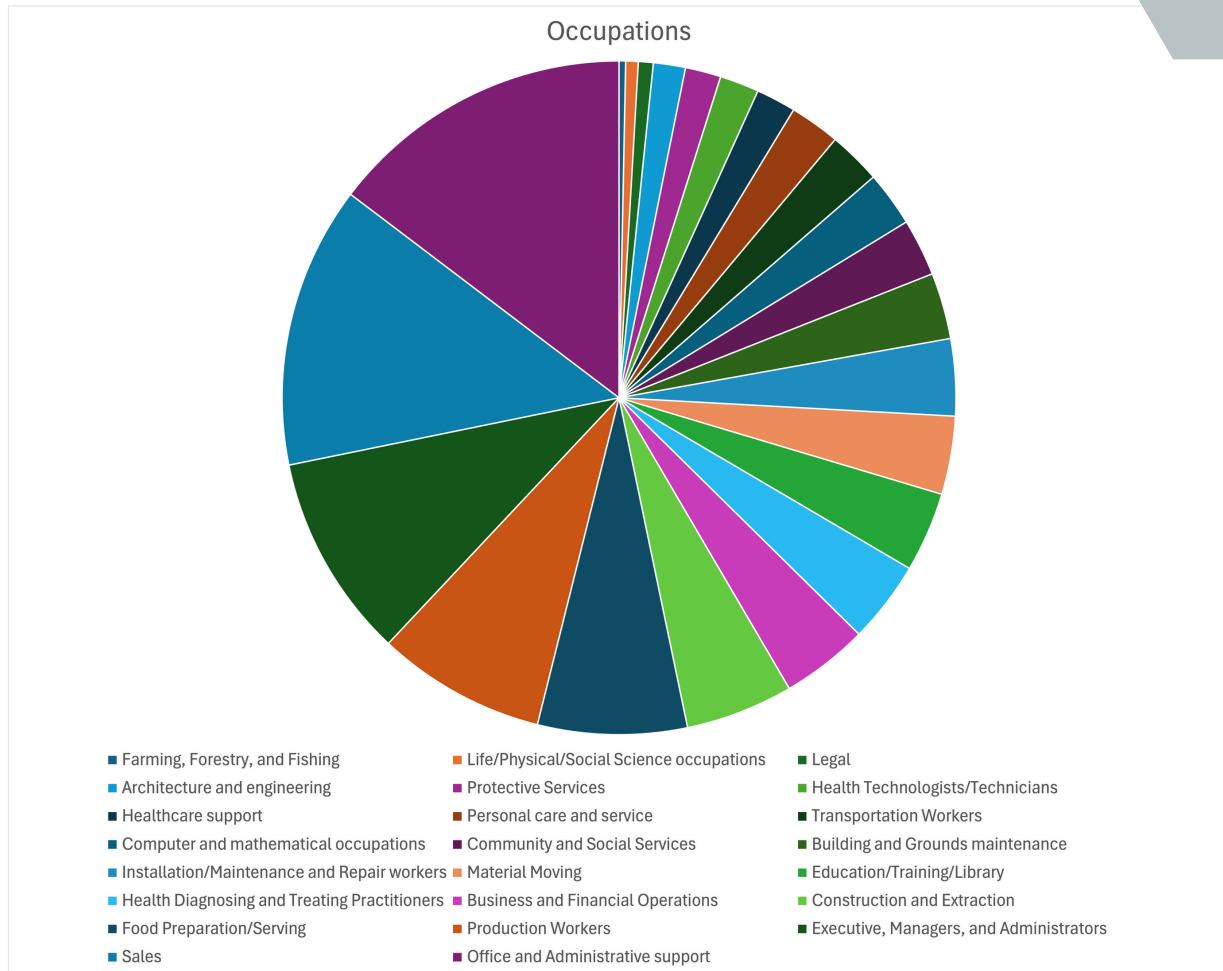


- The three largest ethnic groups:
 - White (Non-Hispanic)
 - Hispanic
 - Multi-racial (Non-Hispanic)
- In 2023, White (Non-Hispanic) represented 87% of the Mitchell, SD population.

Establishments by Number of Employees



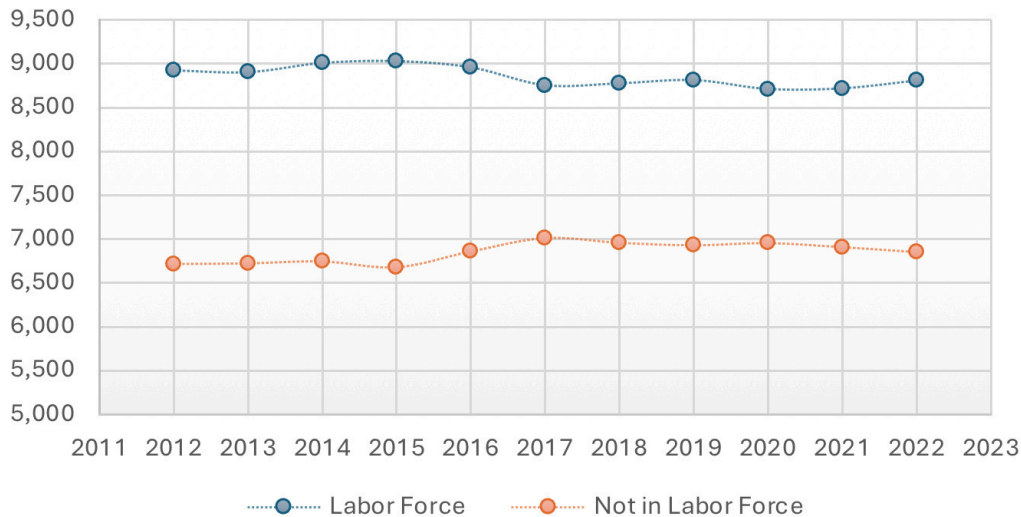
2023 WORKFORCE DEMOGRAPHICS



- **The most common occupations in 2023:**
 - **Office and Administrative support (1252 people)**
 - **Sales (1154 people)**
 - **Executive, Managers, and Administrators (836 people)**

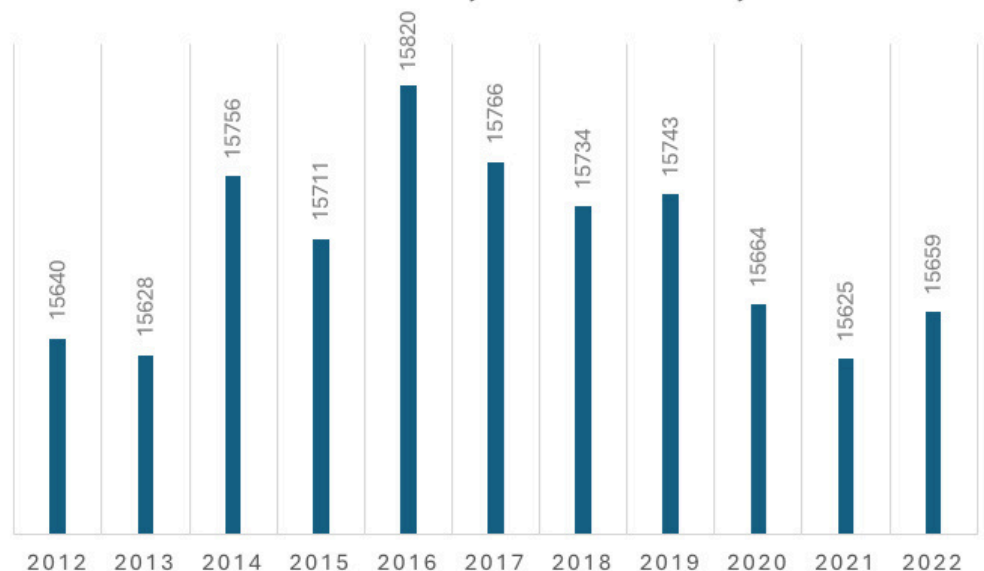
2023 WORKFORCE DEMOGRAPHICS

Labor Force vs Not in Labor Force, Mitchell, SD

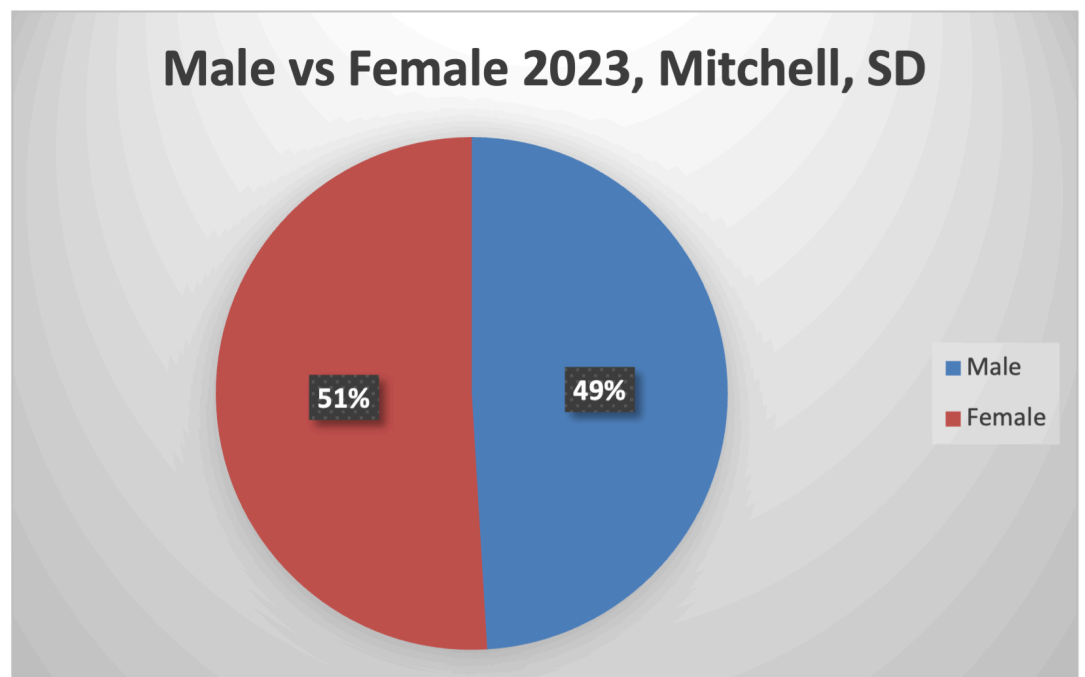
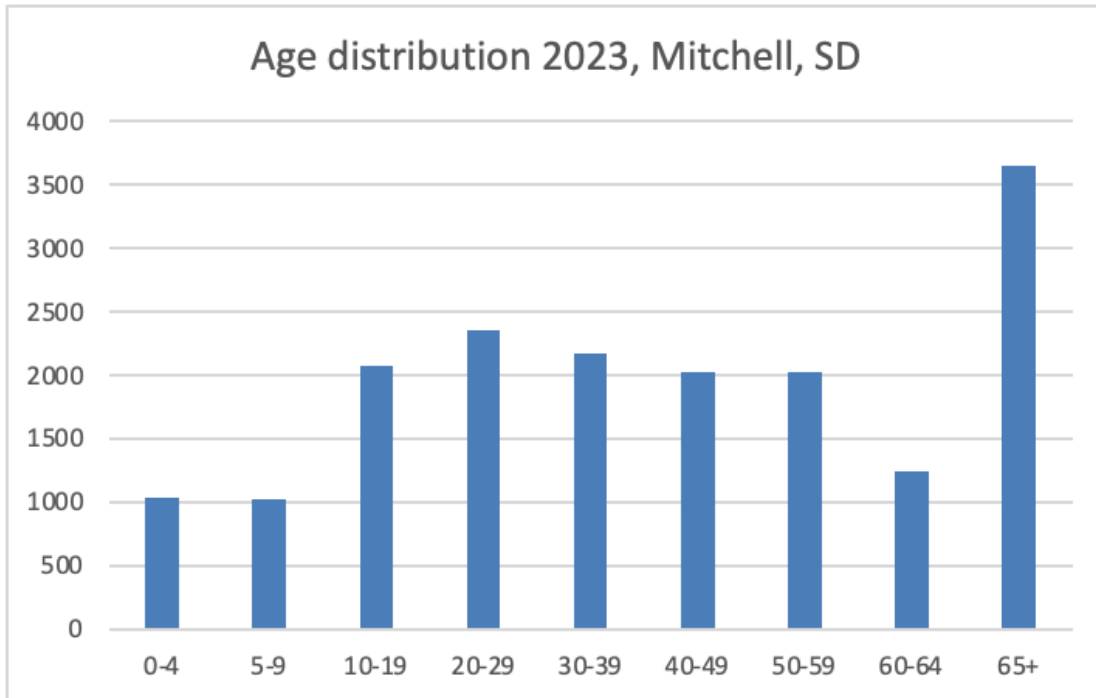


- From 2012 to 2022, there wasn't a significant increase. One graph depicts the composition of the labor force.
- The labor force graph indicates stability, while Mitchell's population shows fluctuations.

POPULATION, MITCHELL, SD



2023 GENDER DEMOGRAPHICS



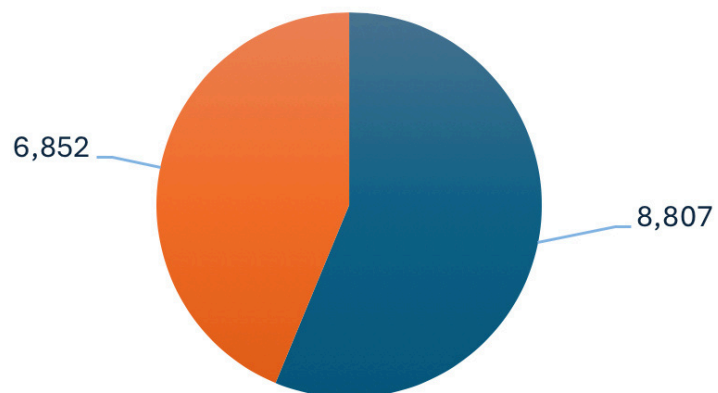
JOB OPENINGS

YEARS 2012-2022



- The number of job openings in Mitchell is increasing, while the unemployment rate continues to decrease. This rise in opportunities is being noticed and filled.

Labor Force vs Not in Labor Force 2022, Mitchell, SD

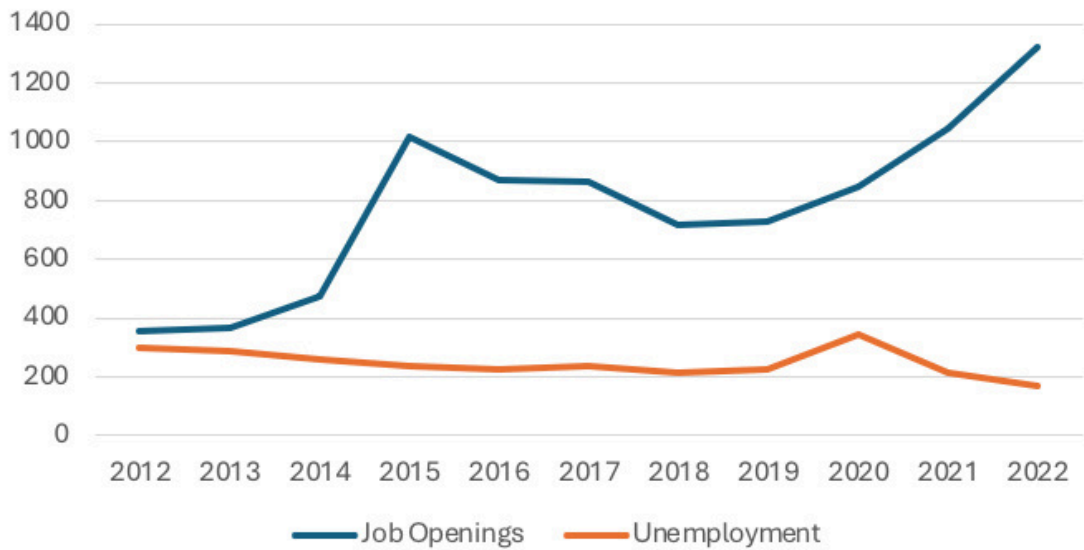


■ Labor Force ■ Not in Labor Force

WORKFORCE DEMOGRAPHICS

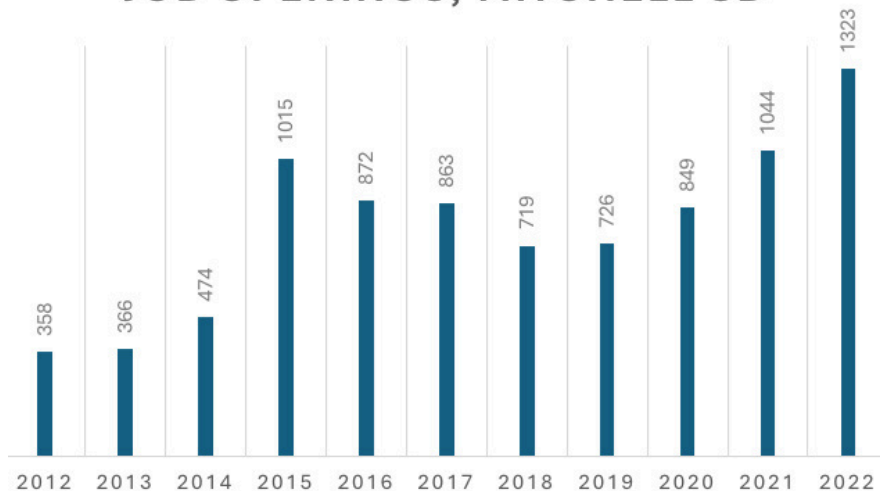
YEARS 2012-2022

Job Openings vs Unemployment, Mitchell, SD



- Mitchell consistently has more job openings than unemployed individuals, resulting in one of the lowest unemployment rates in the state.

JOB OPENINGS, MITCHELL SD



Trail King Industries Story

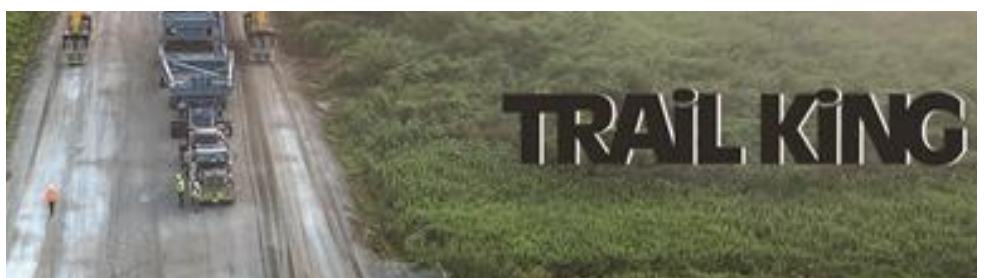
To provide further insight and a sense of practicality to our economic report, an interview with Trail King Industries has been conducted. The following story will outline how macroeconomics specifically relates to Trail King Industries and the data we collected. To begin with, Trail King Industries is a trailer manufacturing company located in Mitchell, South Dakota. The company currently has just over four hundred employees which makes them one of the largest employers in Mitchell.

Despite already having four hundred employees, Trail King is still looking to fill fifty open positions. These open job positions are for duties on Trail King's production line. These job positions do not have education or work experience requirements. Trail King also stated that it is gradually becoming more challenging to find suitable employees to hire who already possess the knowledge needed for the jobs they are hiring for. For these reasons, they have adopted on-the-job training as a part of their new employee initiation process.

Automation and technological advances have also started to play a large part with how products are manufactured at Trail King. The implementation of newer machines and equipment has had a mixed impact on employment within Trail King. The advancement of technology used at Trail King has taken away a substantial number of jobs specifically within the production line. However, this technology has also created new job opportunities outside of the production line for employees. Overall, the automation of some production line jobs at Trail King hasn't caused employees to be out of a job some have just had to adjust the duties they carry out at Trail King.

A large percentage of Trail King's workforce also consists of those of Hispanic descent, leading to communication issues within their work environment. To combat this issue, Trail King now offers English classes to all its employees. It has also been noted that Trail King's workforce is largely male dominated, with the average employee's age ranging between twenty-five to thirty years old. However, no matter the age, Trail King values each of their employees with a high level of importance.

Everything that has been discussed this far can be related to macroeconomics in some way, shape, or form. The trends discovered within workforce demographics, unemployment, and job openings all play a critical role in the operations and functions within Trail King. These trends also affect the community of Mitchell and macroeconomics as a whole. Since Trail King has some major diversities within their company compared to other companies in Mitchell, their influence is quite significant on all factors related to macroeconomics.





POPULATION, HOUSING, AND HOMEOWNERSHIP

POPULATION BY YEAR

MITCHELL, SD vs. YANKTON, SD

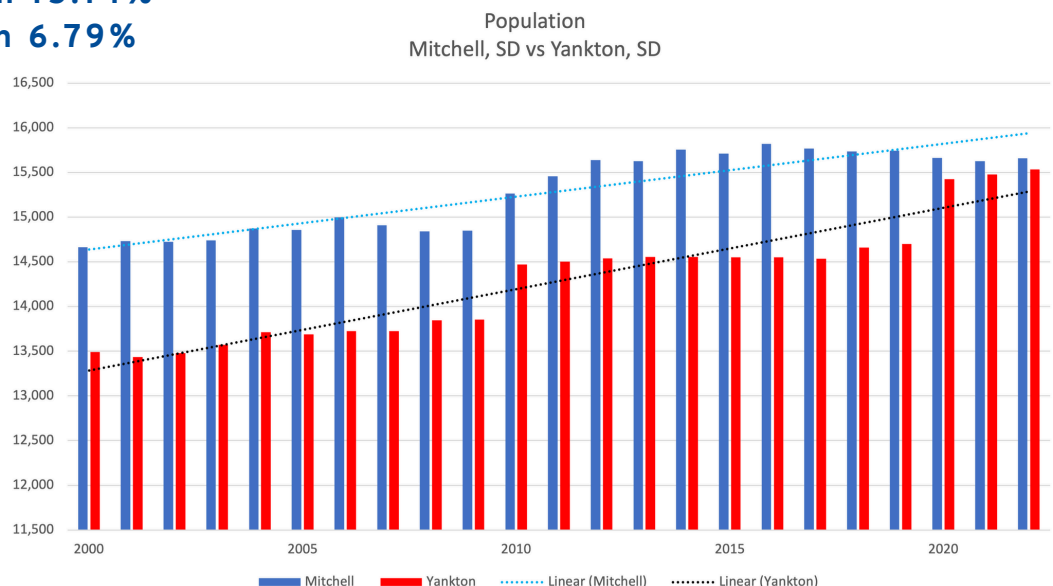
In this comprehensive overview of population, housing, and homeownership dynamics, we examine the evolving landscapes of Mitchell, SD, in comparison to Yankton, SD, a similar South Dakota community. While Mitchell boasts a larger population, Yankton's growth rate since 2000 signals a demographic shift. Factors such as low tax rates, a lower cost of living, and interstate migration, notably influenced by the COVID-19 pandemic, contribute to these population dynamics.

Contrasting occupied versus unoccupied homes and comparative average listing prices provide further insights into the housing markets of these regions. Jeff Larson, owner of Quality Homes, sheds light on Mitchell's housing market trends, emphasizing the depletion of lakefront properties and nuanced drivers of housing prices, including workforce shortages and national real estate investment trends. Through initiatives such as the construction of new apartment buildings, businesses like Quality Homes remain steadfast in their commitment to providing affordable and quality housing options to meet the evolving needs of Mitchell's residents.

While Mitchell population is larger overall, Yankton is growing at a faster rate.

Since 2000:

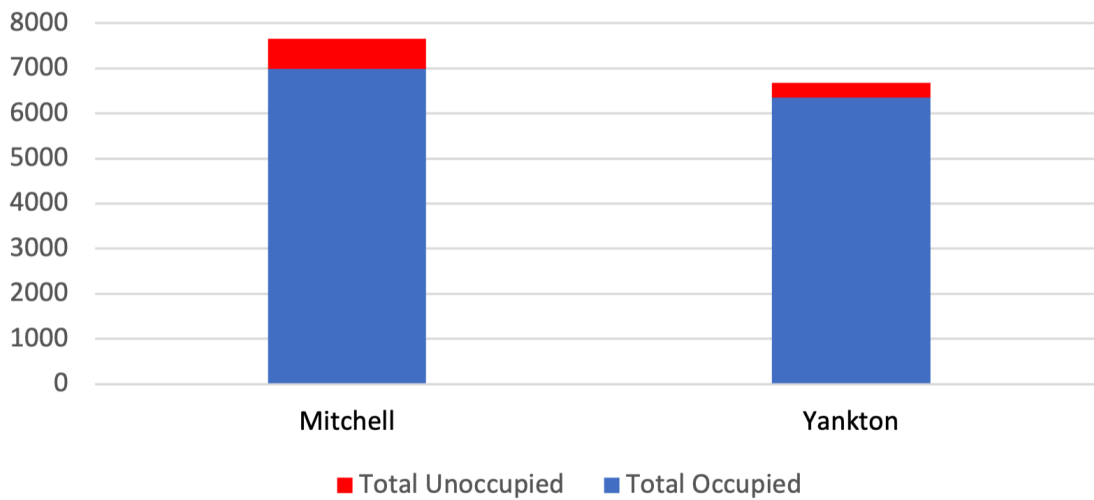
- Yankton has grown 15.14%
- Mitchell has grown 6.79%



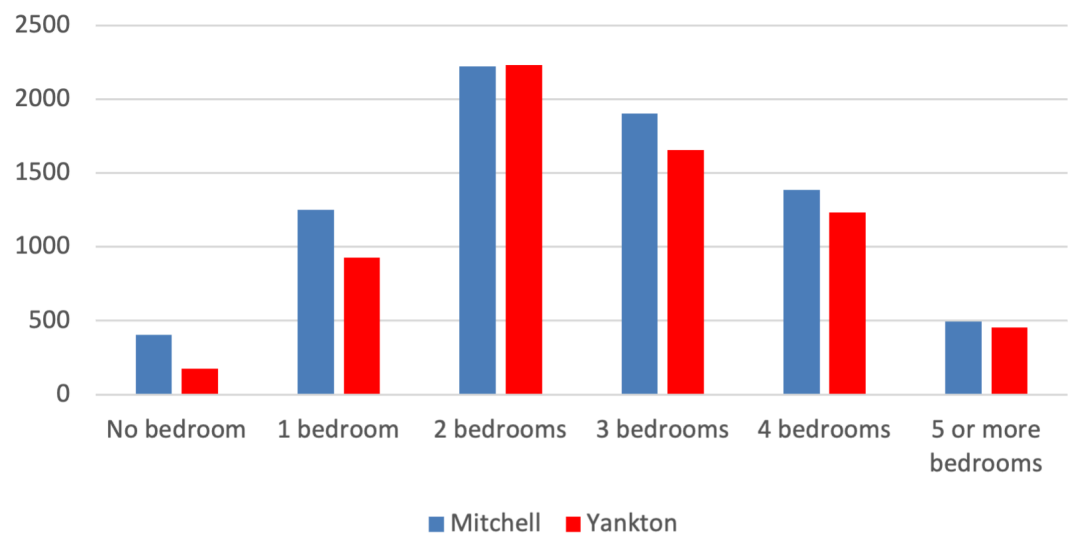
OCCUPIED vs. UNOCCUPIED HOMES

MITCHELL, SD vs. YANKTON, SD

Occupied Housing
Mitchell, SD vs Yankton, SD

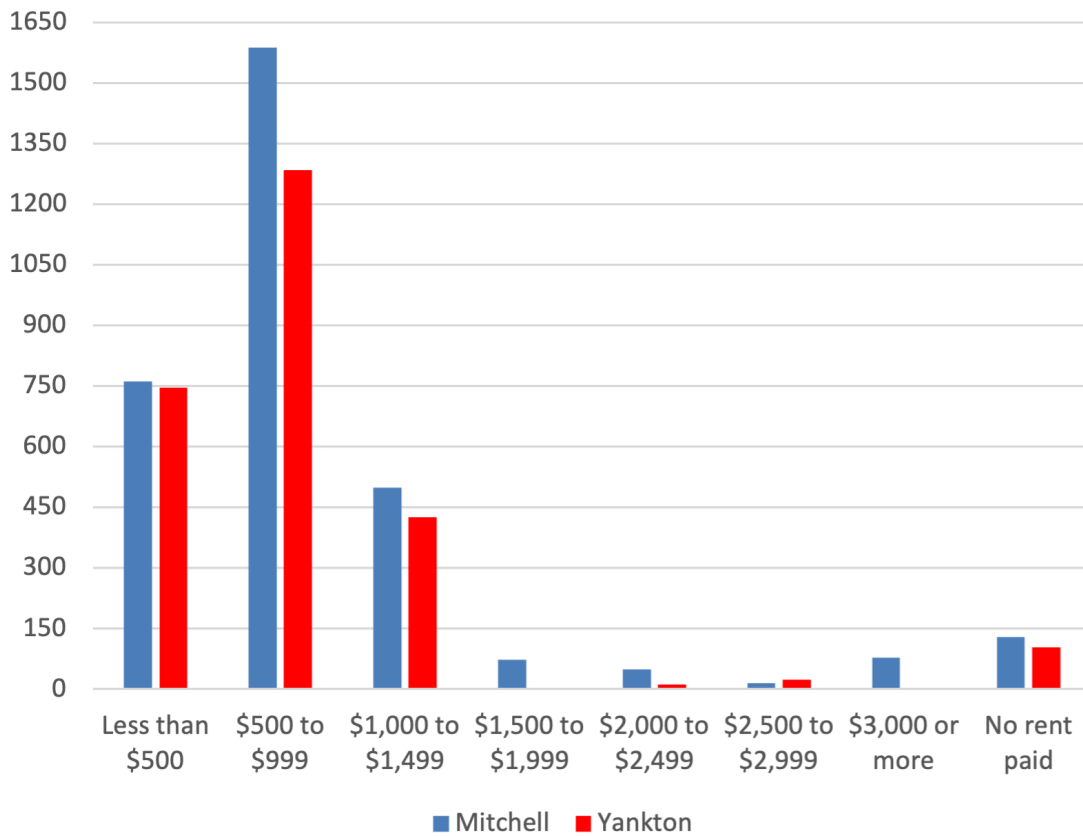


Household Bedrooms

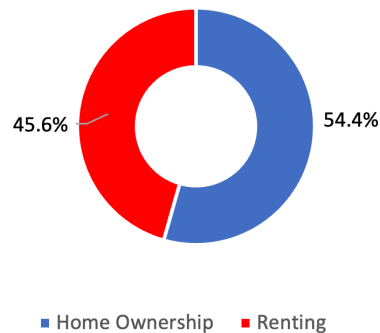


Gross Rent

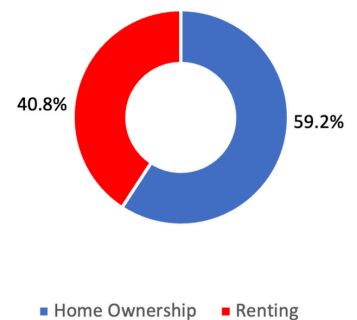
Gross Rent
Mitchell, SD vs Yankton, SD



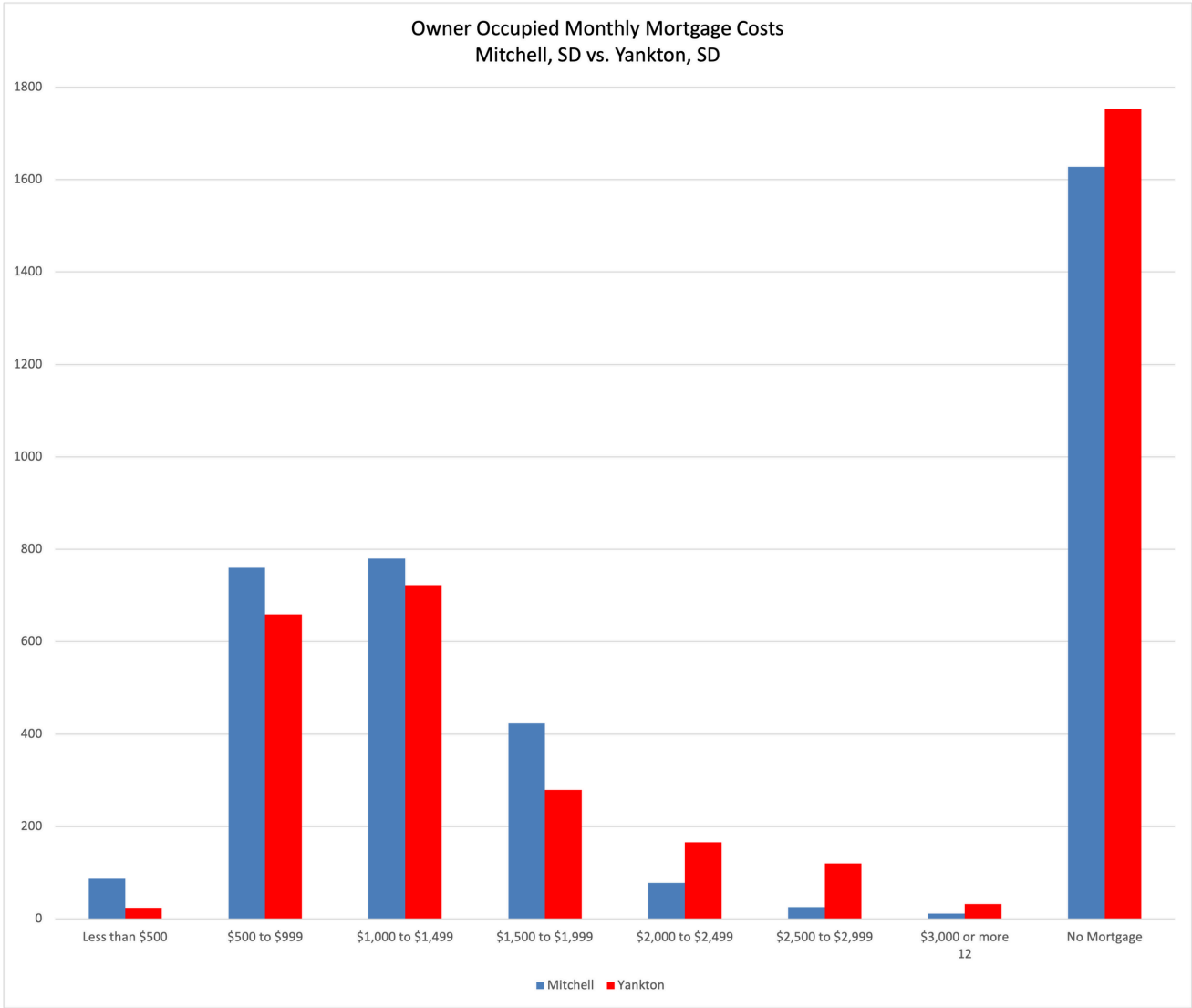
Home Ownership vs Renting
Mitchell, SD



Home Ownership vs Renting
Yankton, SD



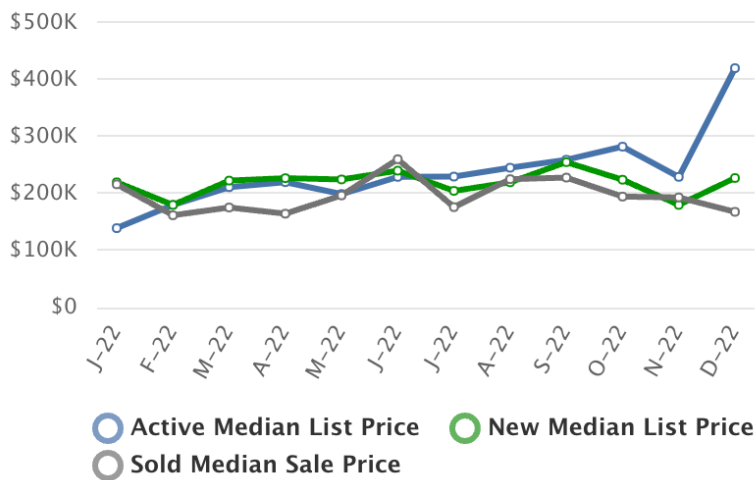
Occupied Housing



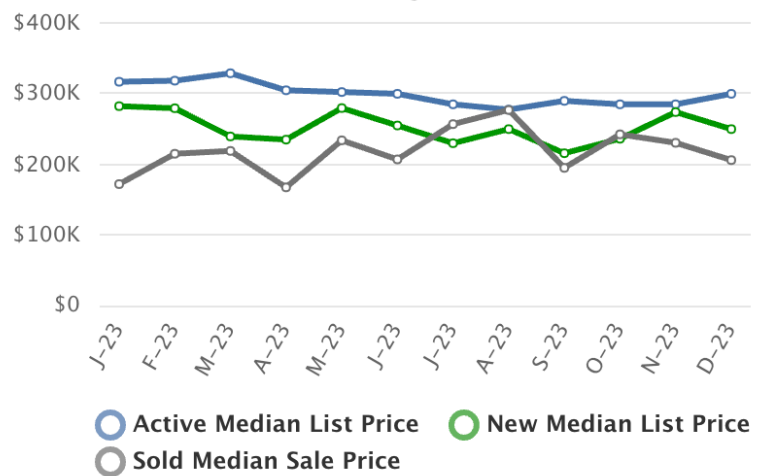
COMPARATIVE AVERAGE LISTING PRICE

MITCHELL MEDIAN LISTING PRICE

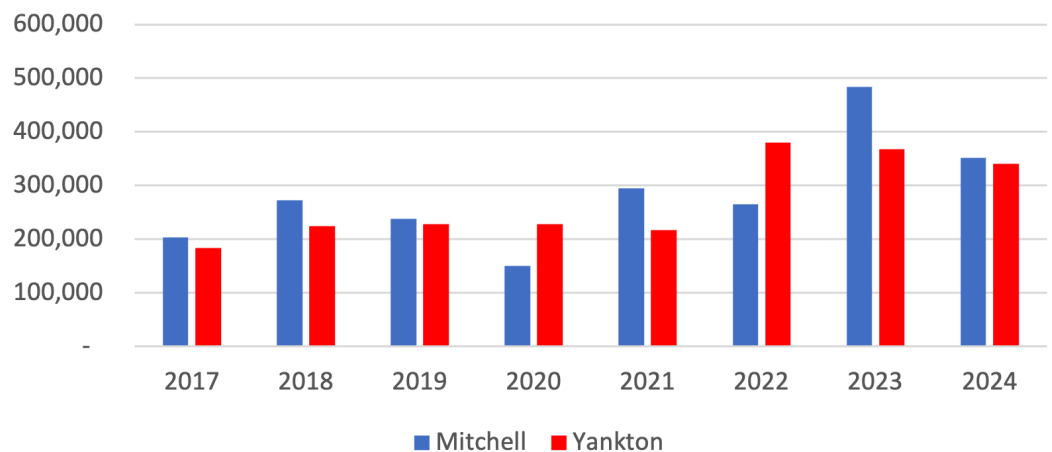
Listing Prices



Listing Prices



Average Listing Price Mitchell, SD vs Yankton, SD



QUALITY HOMES

The housing market in Mitchell has followed trends compared to neighboring cities. What are those trends? What makes Mitchell different from other cities? Jeff Larson is an owner of Quality Homes, a general contractor, and he can explain why Mitchell's housing market is the way that it is. In the past, demand for buildings out by the lake was very high. Now, the lots on the lake are being filled up, depleting the number of homes in this area, and causing more to build South of Mitchell.

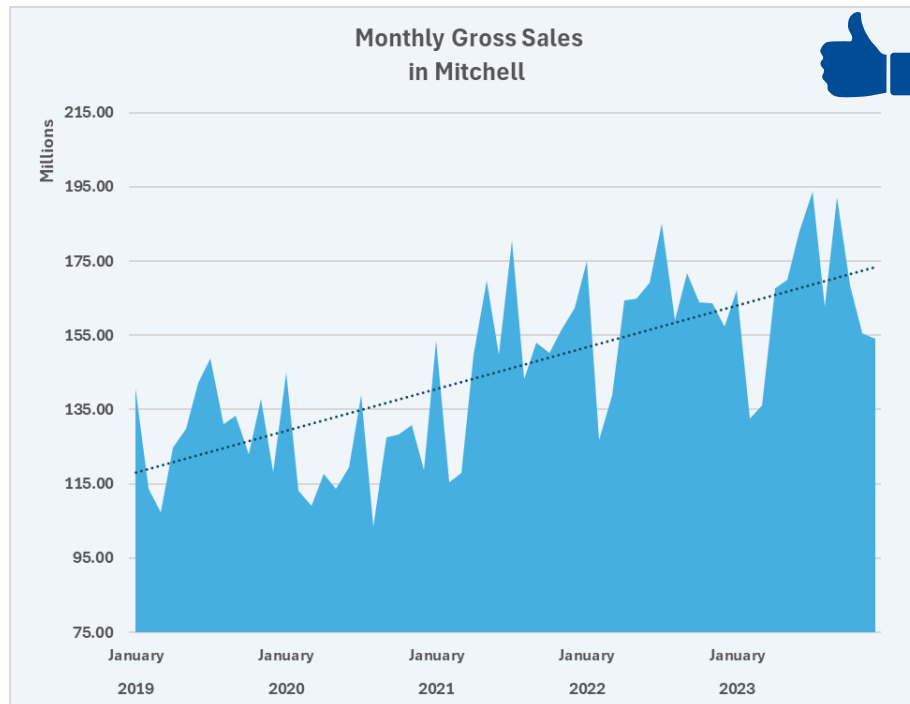
Interest Rates and inflation are very general explanations for a rise in housing prices but not the only reasons. Workforce shortages have caused many to look away from building their own house. In 2020, investors purchased real estate all over the nation, causing a national spike in housing prices. Renting has also been a challenge for citizens. This is a problem looking to be resolved with a new apartment building, generating more competition and ultimately cheaper renting prices. Businesses are always looking forward to ways they can make it easier and less expensive for everyone looking for a new home. As Mitchell's housing market evolves to meet the changing needs of its citizens, businesses like Quality Homes remain dedicated to facilitating access to affordable and quality housing options for the community.





MITCHELL SALES REPORT

GROSS SALES



Based on data from the South Dakota Department of Revenue, this figure illustrates the total gross sales in Mitchell, SD. Data is represented as monthly sales from 2019-2023.

- Peaks typically in December and June.
- Recurrent drop in February.
- 5-year increase in Mitchell by about \$40 million

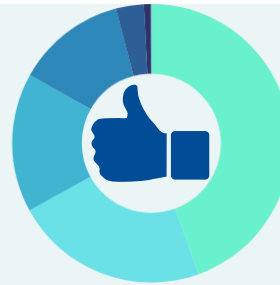
GROSS SALES CATEGORIES:

Agriculture, Forestry, & Fishing
Construction
Manufacturing
Transportation & Public Utilities
Wholesale Trade
Retail Trade
Finance, Insurance, & Real Estate
Services

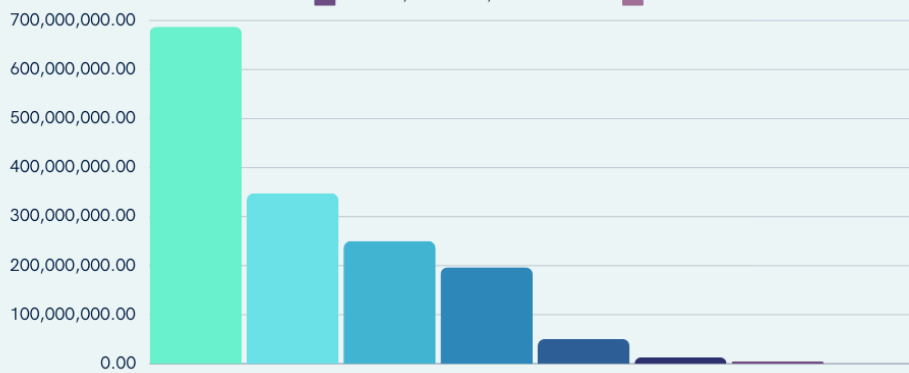
GROSS SALES

Mitchell Gross Sales Breakdown 2019

Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the gross sales in Mitchell, SD in 2019.



Retail Trade Manufacturing Wholesale Trade Services
Transportation & Public Utilities Agriculture, Forestry, & Fishing
Finance, Insurance, & Real Estate Construction

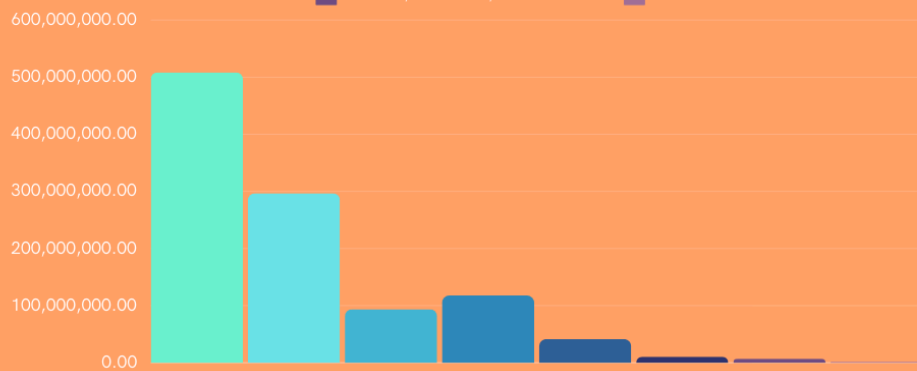


Yankton Gross Sales Breakdown 2019

Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the gross sales in Yankton, SD in 2019.

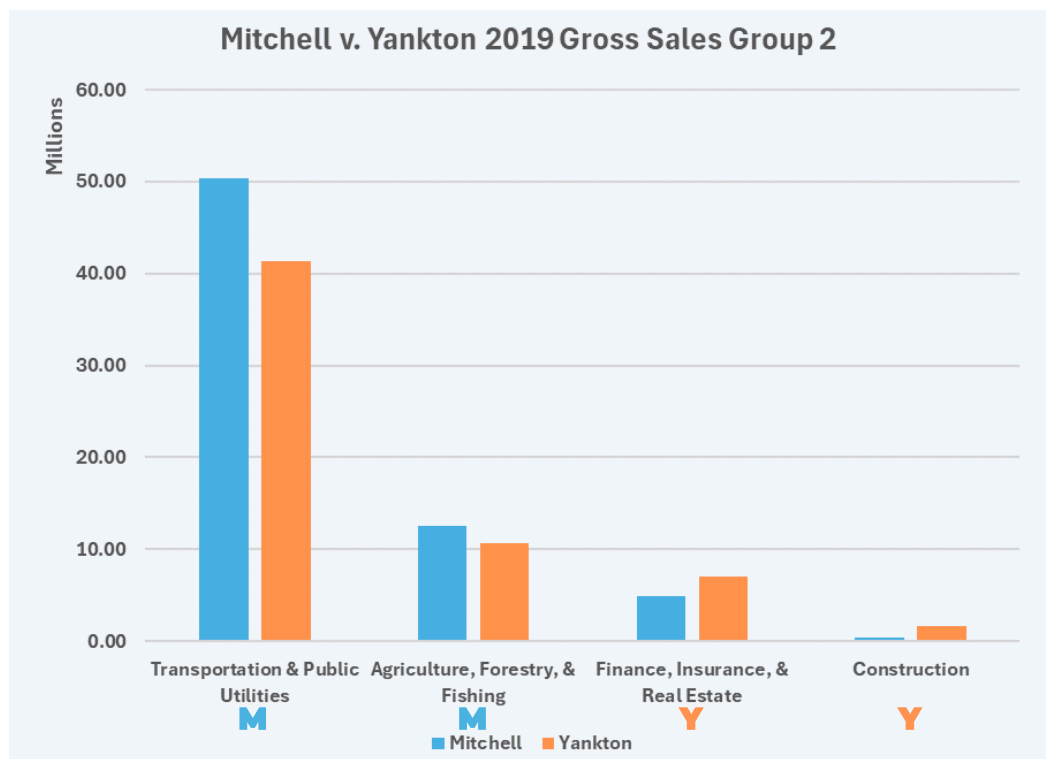
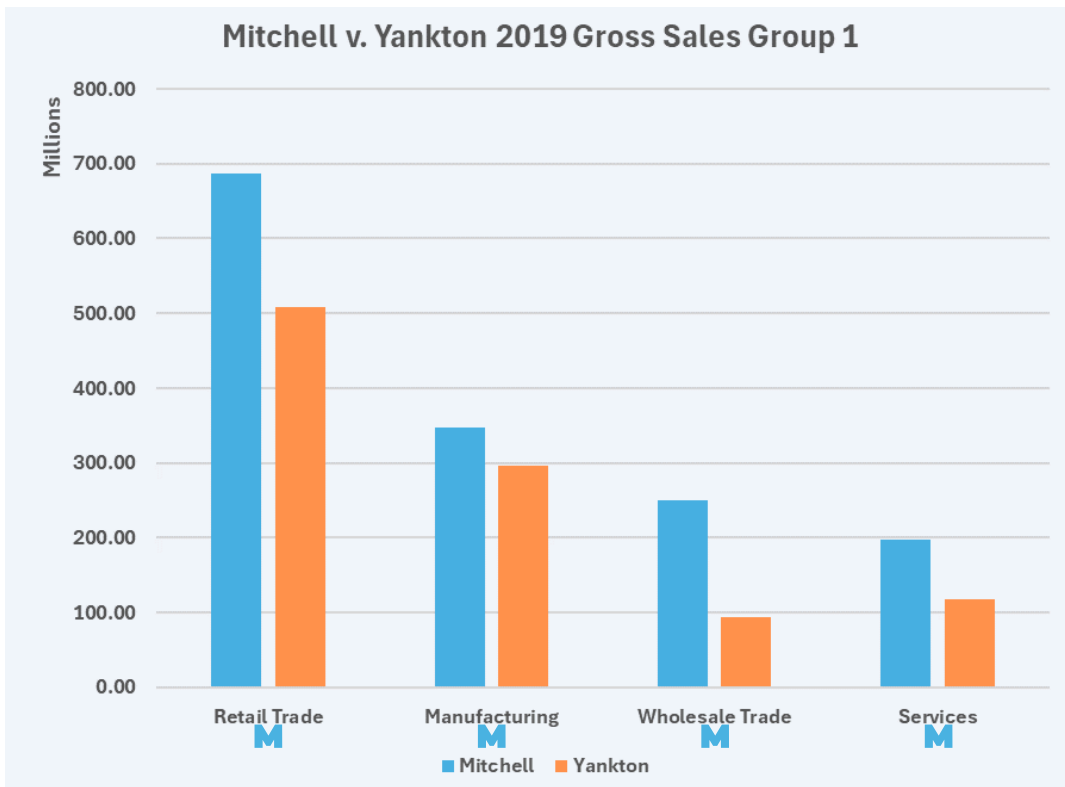


Retail Trade Manufacturing Wholesale Trade Services
Transportation & Public Utilities Agriculture, Forestry, & Fishing
Finance, Insurance, & Real Estate Construction



Based on data from the South Dakota Department of Revenue, these figures illustrate the gross sales breakdown by category in Mitchell and Yankton, SD, from 2019.

GROSS SALES

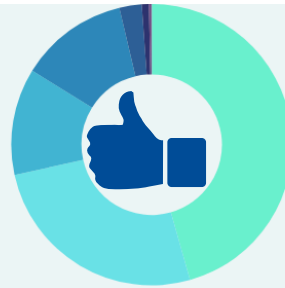


Based on data from the South Dakota Department of Revenue, these figures illustrate the gross sales breakdown by category in Mitchell and Yankton, SD, from 2019.

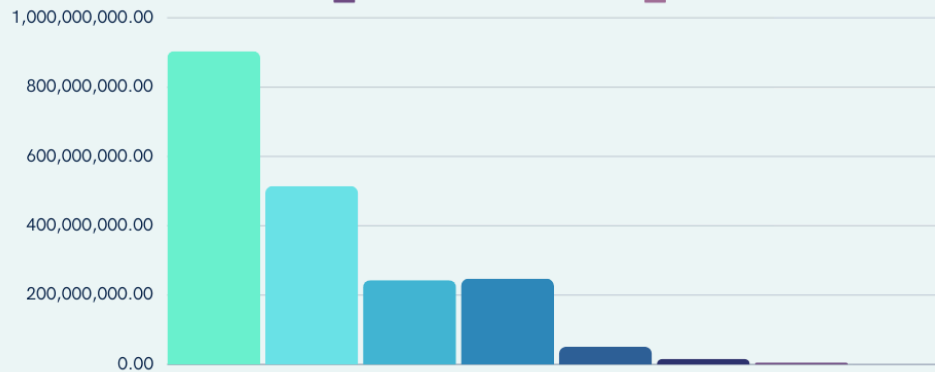
GROSS SALES

Mitchell Gross Sales Breakdown 2023

Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the gross sales in Mitchell, SD in 2023.



Retail Trade Manufacturing Wholesale Trade Services
Transportation & Public Utilities Agriculture, Forestry, & Fishing
Finance, Insurance, & Real Estate Construction

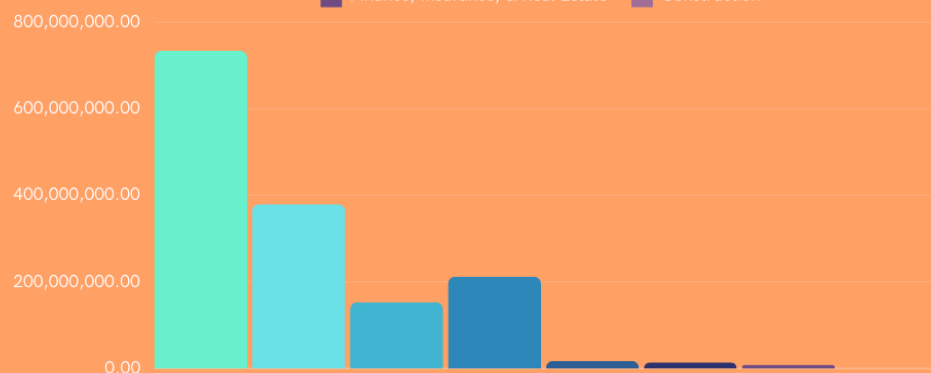


Yankton Gross Sales Breakdown 2023

Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the gross sales in Yankton, SD in 2023.

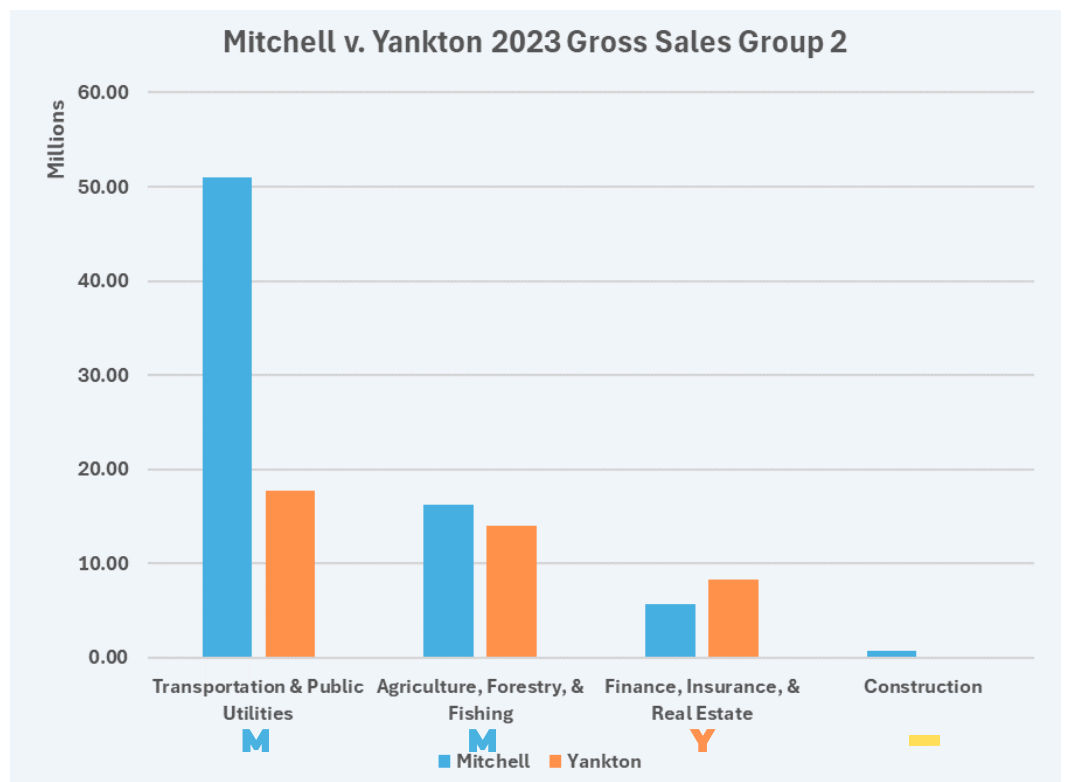
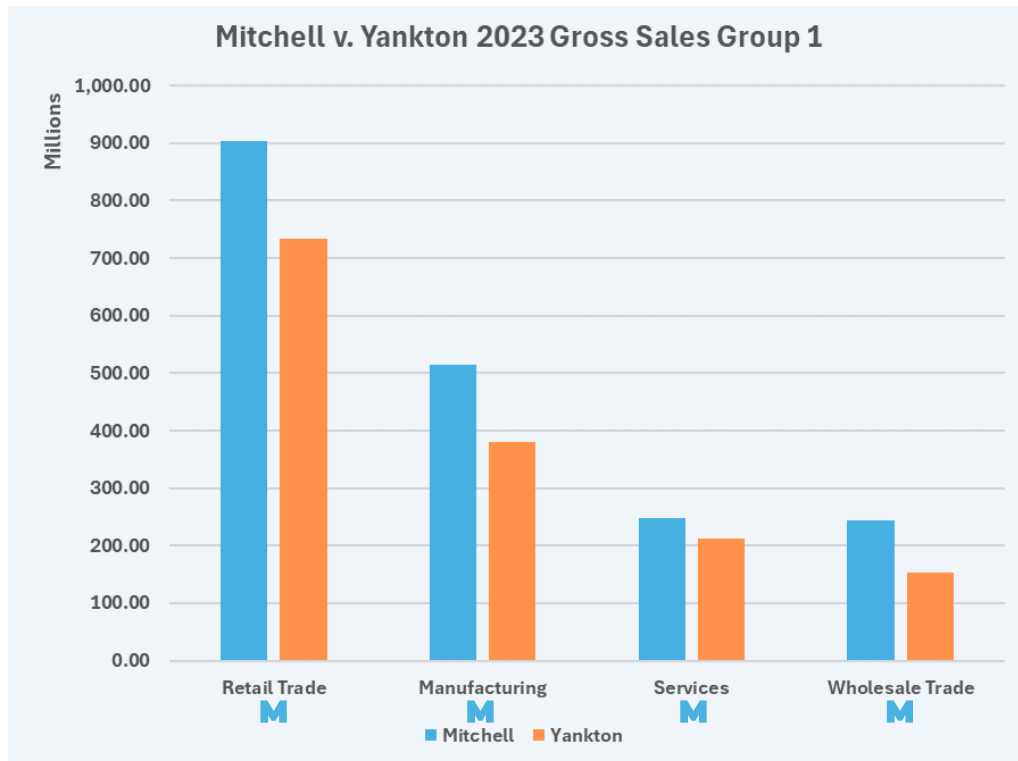


Retail Trade Manufacturing Wholesale Trade Services
Transportation & Public Utilities Agriculture, Forestry, & Fishing
Finance, Insurance, & Real Estate Construction



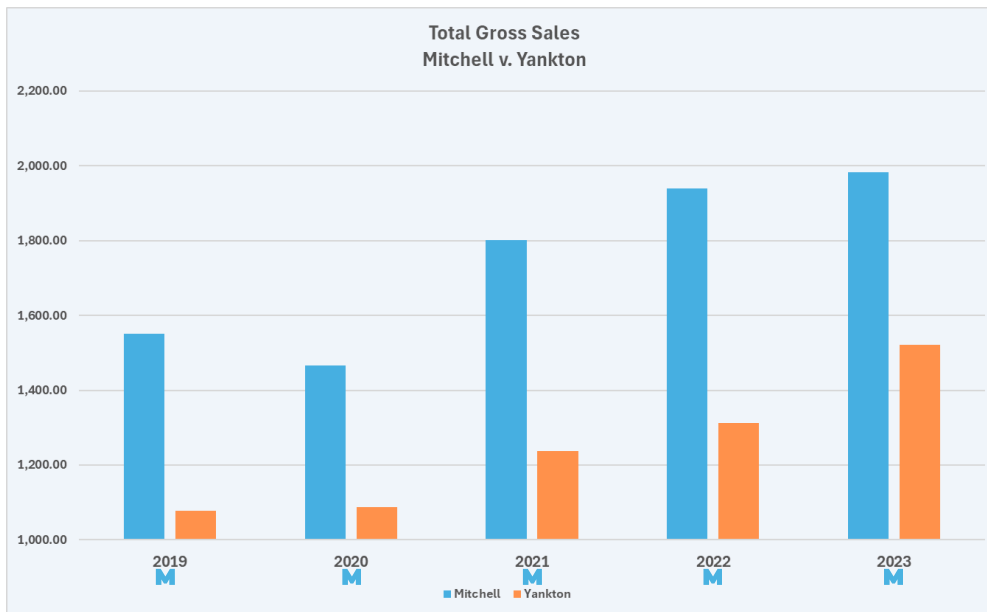
Based on data from the South Dakota Department of Revenue, these figures illustrate the gross sales breakdown by category in Mitchell and Yankton, SD, from 2023.

GROSS SALES



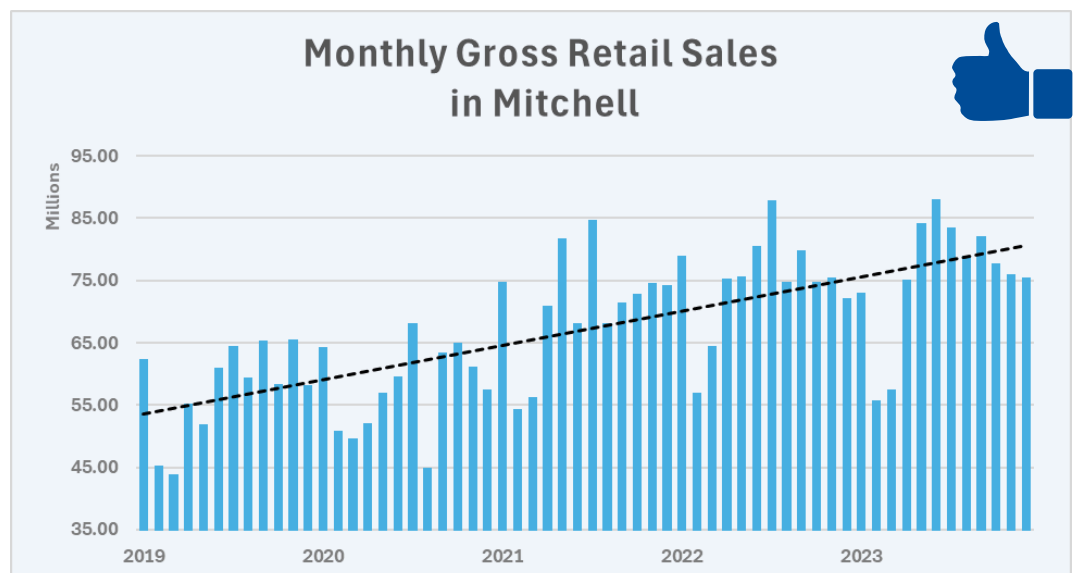
Based on data from the South Dakota Department of Revenue, these figures illustrate the gross sales breakdown by category in Mitchell and Yankton, SD, from 2023.

GROSS SALES



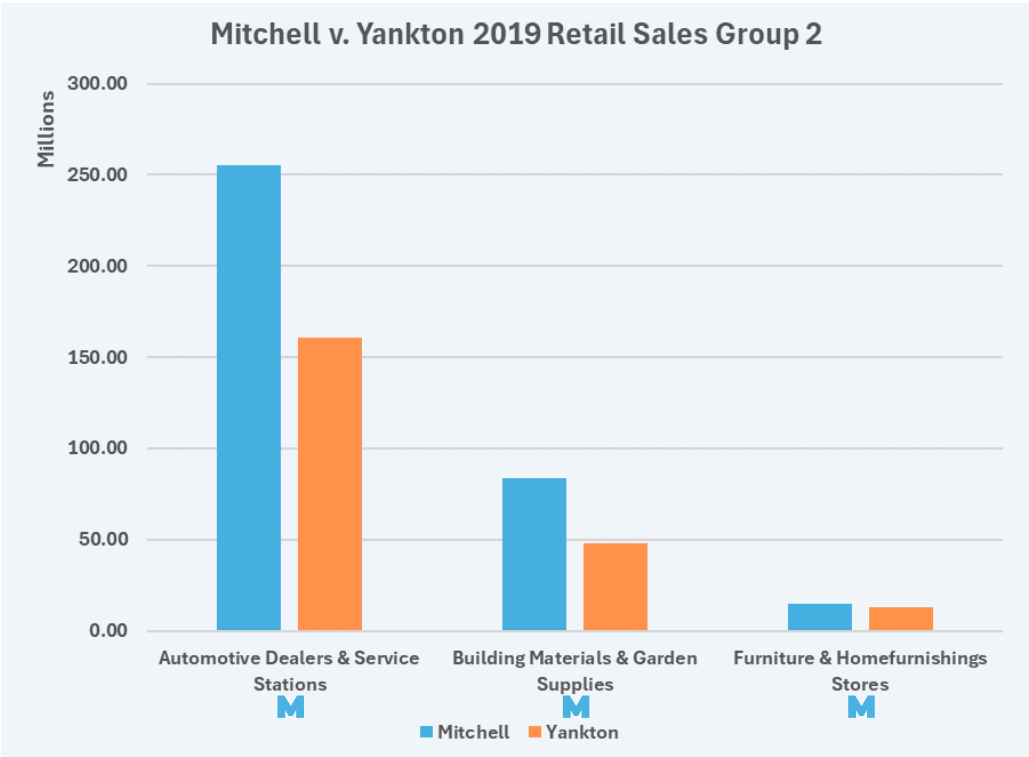
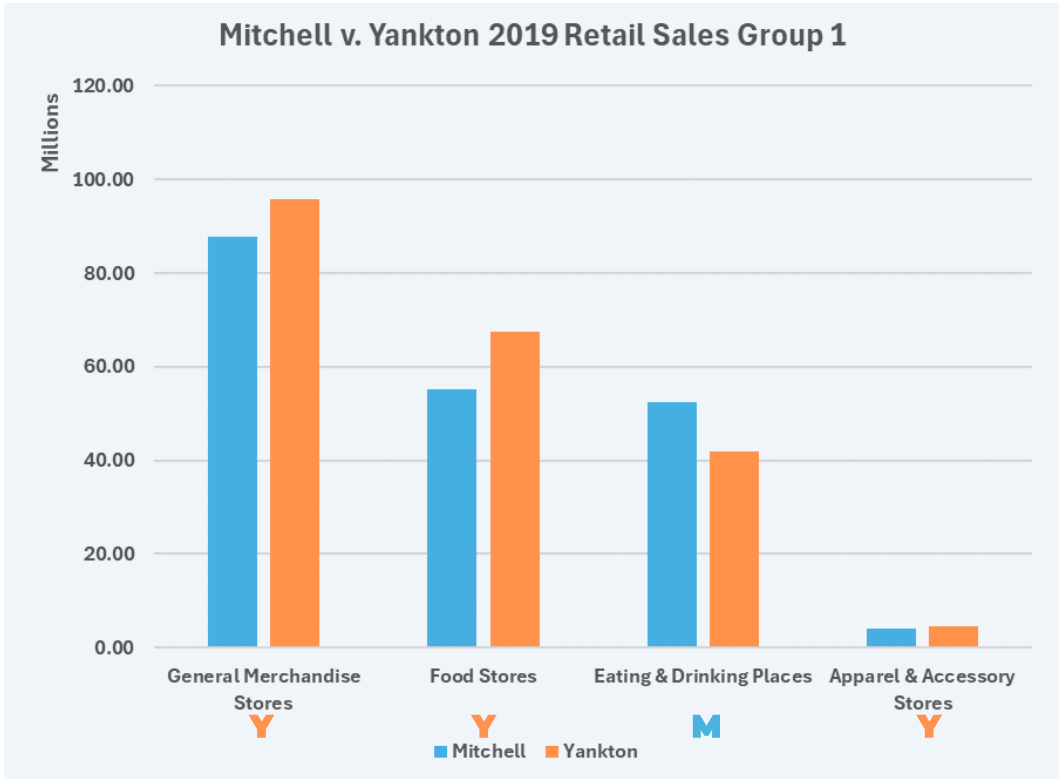
Based on data from the South Dakota Department of Revenue, this figure illustrates the total gross sales in Mitchell, SD, from 2019 - 2023.

- Peaks observed mid-year
- Steady decrease into winter months leading up to the new year
- Big drop-off noticed around February
- Starts increasing again towards the end of the first quarter



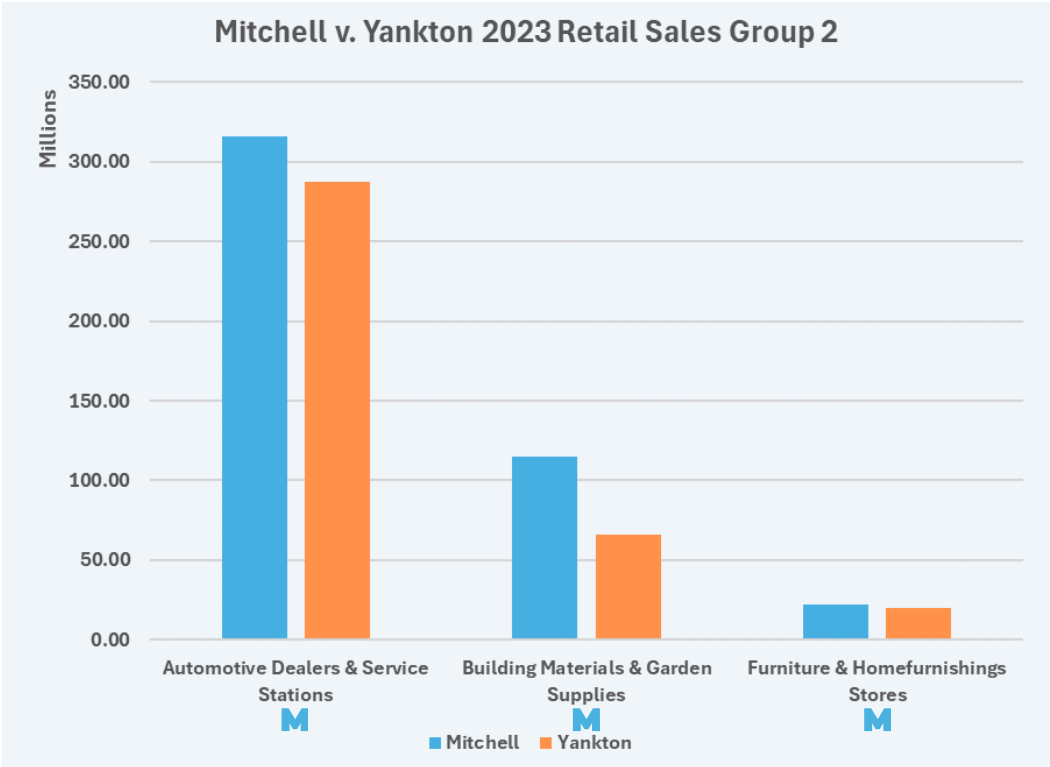
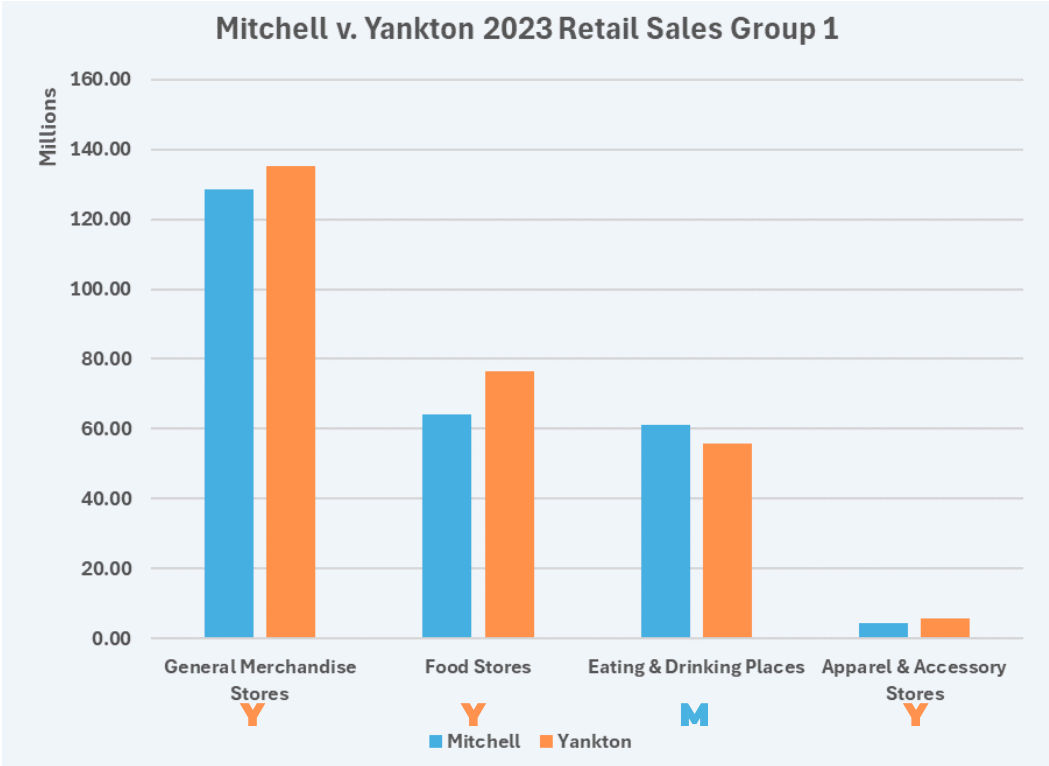
Based on data from the South Dakota Department of Revenue, this figure illustrates the total retail sales in Mitchell, SD. Data is represented as monthly sales from 2019 - 2023.

RETAIL SALES



Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the retail sales in Mitchell and Yankton, SD in 2019.

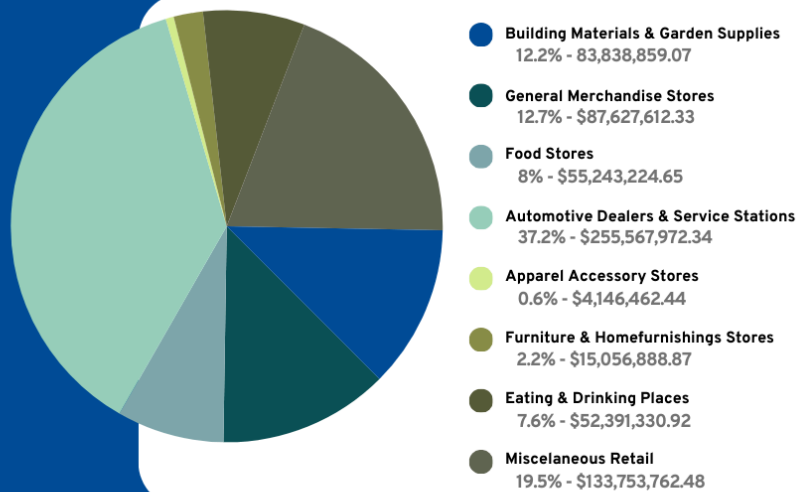
RETAIL SALES



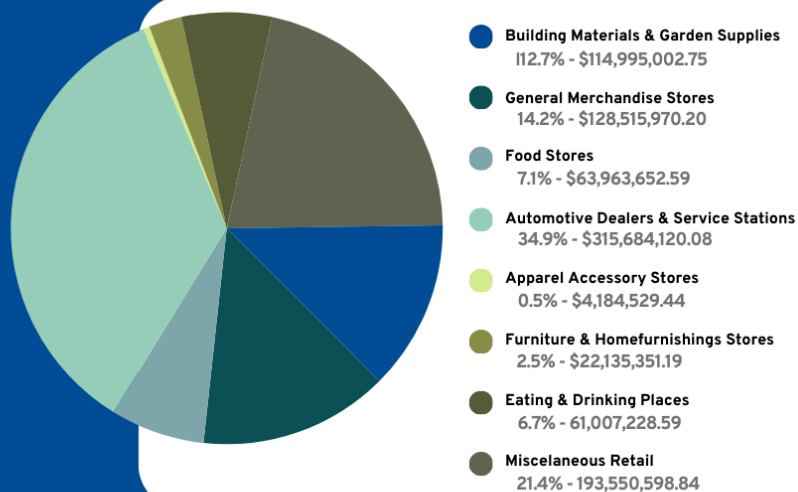
Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the retail sales in Mitchell, SD in 2023.

RETAIL SALES

MITCHELL RETAIL SALES BREAKDOWN 2019



MITCHELL RETAIL SALES BREAKDOWN 2023

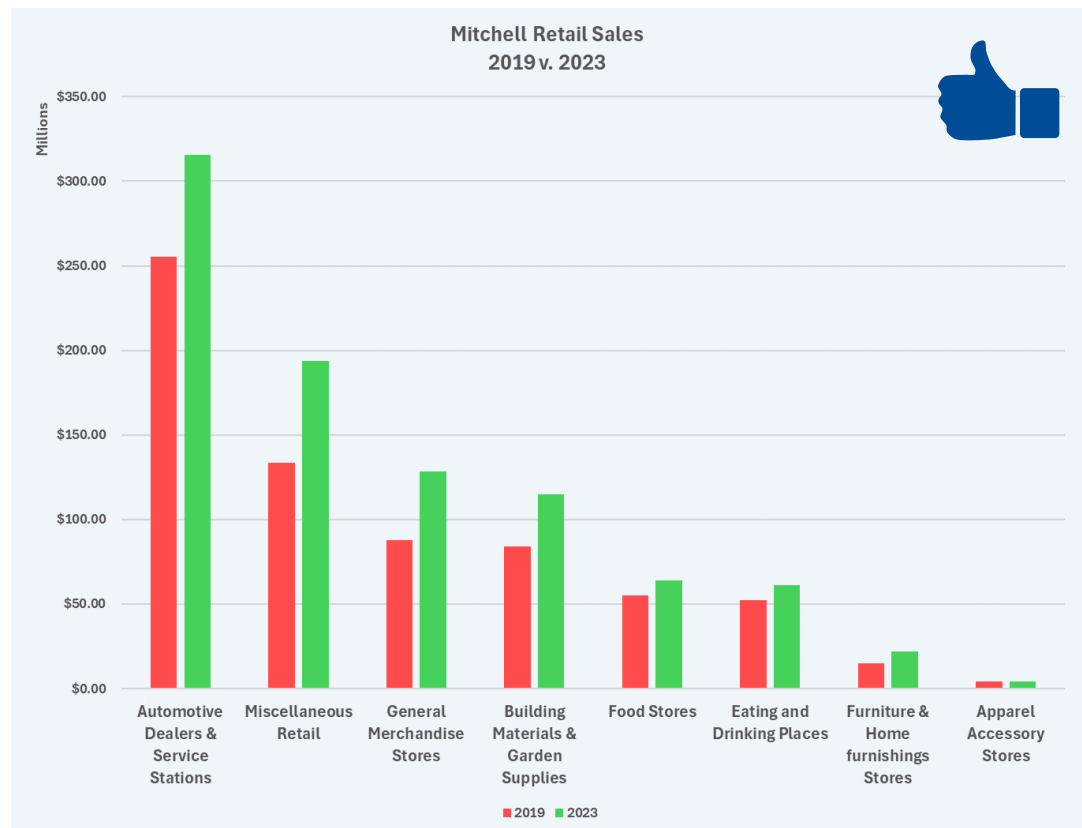


Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the retail sales in Mitchell, SD in 2019 and 2023.

RETAIL SALES

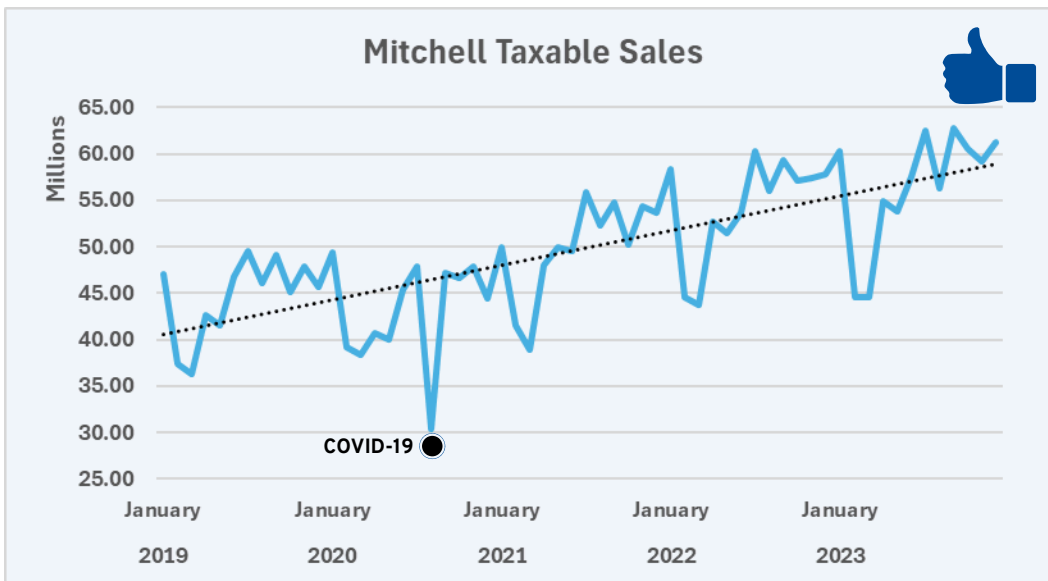
Yearly Change

Automotive Dealers & Service Stations:	+60,116,147.74
Miscellaneous Retail:	+59,796,836.84
General Merchandise Stores:	+40,888,357.87
Building Materials & Garden Supplies:	+31,156,143.68
Food Stores:	+8,720,427.87
Eating and Drinking Places:	+8,615,897.67
Furniture and Homefurnishings Stores:	+7,078,462.32
Apparel Accessory Stores:	+38,067



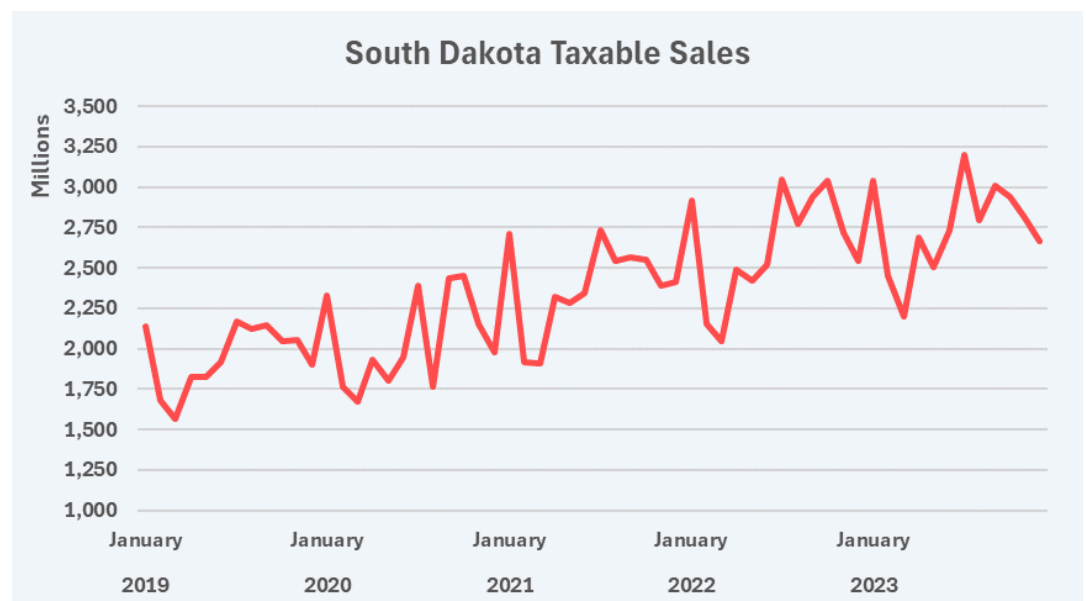
Based on data from the South Dakota Department of Revenue, this figure illustrates a breakdown of the retail sales by year in Mitchell, SD from 2019 and 2023.

TAXABLE SALES



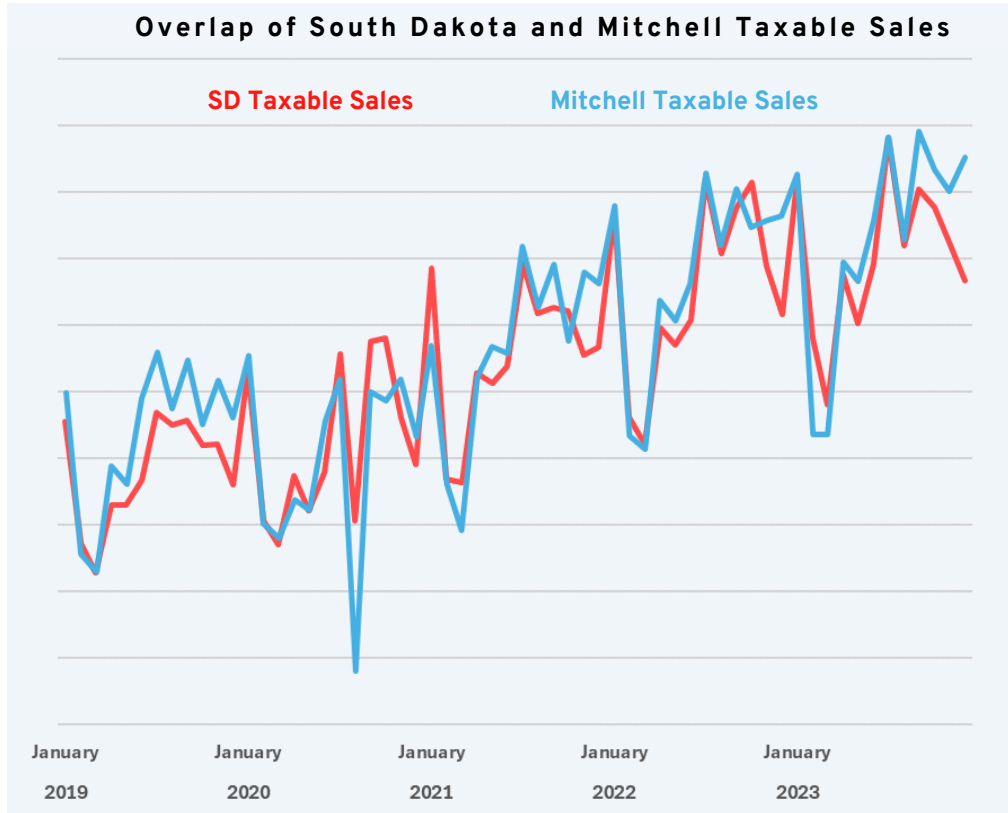
This figure illustrates the amount of taxable sales in Mitchell, SD, based on data from the South Dakota Department of Revenue. Data is represented as monthly taxable sales from 2019-2023.

- Excluding the decline in August 2020 during COVID-19, significant dips are observed in February and March.
- Over the last five years, taxable sales in Mitchell have increased by about \$20 million.



This figure illustrates the amount of taxable sales based on South Dakota data from the South Dakota Department of Revenue. Data is represented as monthly taxable sales from 2019-2023.

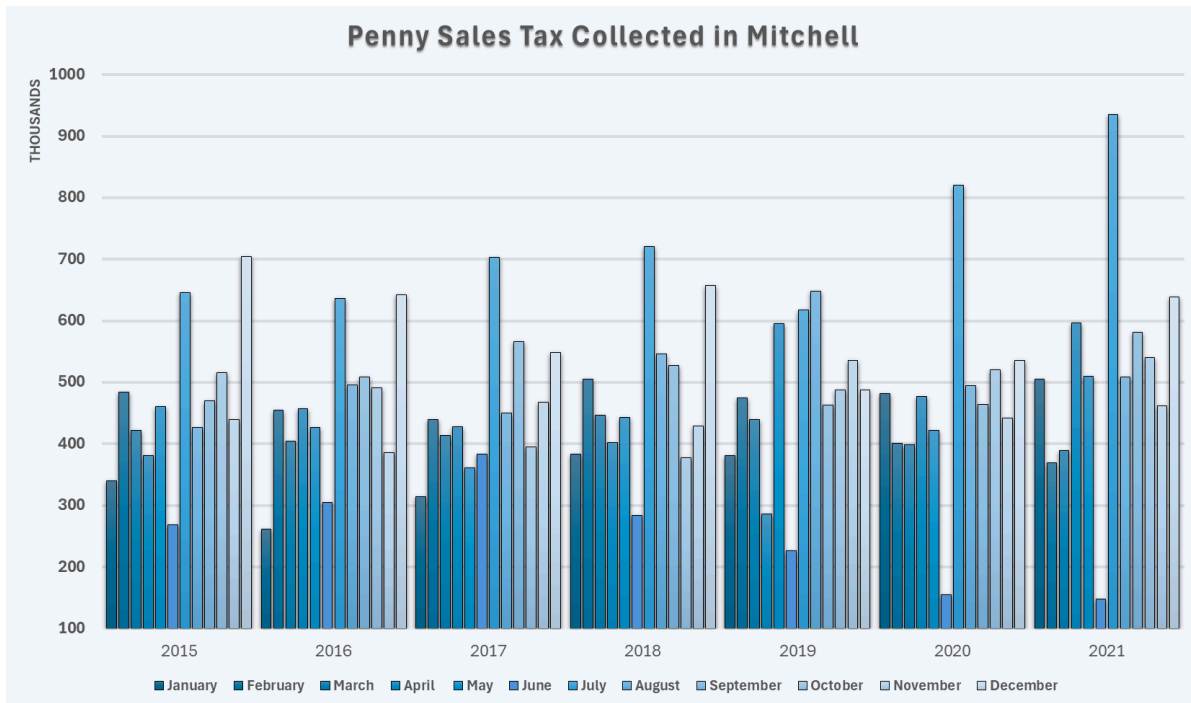
TAXABLE SALES



- The overlapping graph does not show a direct dollar amount comparison.
- Trends indicate comparable growth in taxable sales, indicating a healthy contribution to the state.
- Key comparison indicates the economic drops in times of crisis are also comparable.

This figure illustrates an overlap of taxable sales in Mitchell, SD, in South Dakota, based on data from the South Dakota Department of Revenue. Data represented as monthly amounts from 2019-2023.

TAX COLLECTED



This figure illustrates the penny sales tax collected in Mitchell, SD, based on data from the City of Mitchell. Data is represented as monthly penny tax collected from 2015-2021.

- Prominent peaks occur bi-yearly, notably mid-year and December.
- In the past five years, the mid-year spike has outperformed the spike in December.
- Largest spike occurred in July 2021 of \$900 Thousand

MUNICIPAL SALES TAX - PENNY TAX

This applies to all sales of products and services subject to the state sales tax or use tax if the purchaser receives or uses the product or service in a municipality that imposes a sales tax or use. Mitchell, SD has a 2% municipal tax rate.

MITCHELL TOURISM & DOWNTOWN SHOPS

Tourism plays a massive role in Mitchell's overall economy, especially retail sales. This is evident based on the success seen by Mitchell's downtown shops. According to Jennifer Haddon, the tourism retail director at the Mitchell Area Chamber of Commerce, "All of the downtown shops work well together. Chain members work well together. First Fridays, Second Saturday events, and Crazy Days are huge sales days. There is efficient communication between store owners. Everyone wants to see each other succeed." Because most of the downtown shops and stores are located next to the Corn Palace, it becomes a significant benefactor for the businesses in that area.

One thing downtown shops look to continue striving after is promoting and selling South Dakota-made products. Doing this provides multiple benefits. It offers unique items for the shops that promote South Dakota and its history and culture, as well as revenue for the South Dakota artisans and creators, helping South Dakota communities. Another thing that these shops look to do as they head into the future is continue to build their online shops. These shops have become very popular and allow these stores to continue to bring sales even during the winter months when fewer shoppers are walking around the downtown area.



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CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	May 20, 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 following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application to transfer RB-26966 Retail (on-off Sale) Malt Beverage & SD Farm Wine License from Lucky Clovers LLC, 720 South Montana to Lucky Clovers LLC, 909 North Main Street. Video Lottery is included. b. On the application to transfer RB-26967 Retail (on-off Sale) Malt Beverage & SD Farm Wine License from Lucky Clovers LLC, 720 South Montana to Lucky Clovers LLC, 909 North Main Street. Video Lottery is included. Background checks have been completed and property taxes have been checked.		

Date Received _____
Date Issued _____

License No. RB-26964

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

LUCKY CLOVER LLC
25721 State Hwy 37
Mitchell SD 57301

Owner's Telephone #: 605 999 5448

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

LUCKY CLOVERS LLC
909 N Main St
Mitchell SD 57301

Business Telephone #: 605 999 5448

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

County: Dawson

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

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

D. Legal description of licensed premise:

LT8 BIK 12 D.A. SCOTT 1st ADDN SW

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

E. State Sales Tax Number 10391-7321-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein 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 4-21-2024 Print Name John McLeod Signature John McLeod

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 at location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC LUCKY CLOWERS LLC
Address of office and principal place of business of corporation/partnership/LP/LLC 909 N Main St Mitchell SD

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of 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>See attached document #1</u>			

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
<u>Patricia (on-off) Maltbaur</u>	<u>SD Wine RB 26967 909 N Main St Mitchell SD 57301</u>
<u>Karla McClaud 16.65%</u>	<u>Seth Sprock 16.65%, Angie Doehen 16.67%, Zach Doehen 16.67%</u>
<u>Greg Doehen 16.65%, Daisy Doehen 16.65%</u>	

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

Karla McClaud 25721 3D Hwy 37 Mitchell SD

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

Karla McClaud

4-28-2024

Date Received _____
Date Issued _____

License No. RB 26967

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

LUCKY CLOVERS LLC
25721 State Hwy 37
Mitchell SD 57301

Owner's Telephone #: 605 999 5448

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

LUCKY CLOVERS LLC
909 N Main St
Mitchell SD 57301

Business Telephone #: 605 999 5448

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:

LT 8 Bk 12 D.A. Scotts 1st ADDN

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

E. State Sales Tax Number 1039-7321-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein 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 4-21-2024 Print Name Karla McCloud Signature Karla McCloud

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 a location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC Lucky Clavers LLC
Address of office and principal place of business of corporation/partnership/LP/LLC 909 N Main St Mitchell SD

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of 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
See attached document #1			

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
Debra (en-off)	Malt Bev & SD Wine RB 26966 909 N Main St Mitchell SD 57301
Karla McClelland	16.65% Seth Sprock 16.65% Angie Doehen 16.65% Zach Doehen 16.65%
Greg Doehen	16.65% Daisy Doehen 16.65%

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

Karla McClelland 25721 SD Hwy 37 Mitchell SD

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

Karla McClelland

4-28-2024

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	May 20, 2024	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Applications for Renewal of Malt Beverage Licenses for 2024-2025		
Explanation/Background of Agenda Item Requested:	Background checks have been completed and property taxes are current.		



NOTICE OF APPLICATIONS FOR SALE OF ALCOHOLIC BEVERAGES

It appearing that application for license for the sale of alcoholic beverages, in the City of Mitchell, South Dakota, as the same are defined and classified under the provision of 1967 SDCL, Title 35, and Acts Amendatory thereof, has been presented to the governing body and filed in the office of the Finance Officer, as follows:

License #	Retail (On-Off Sale) Malt Beverage	Business Address
RB-2169	Lab LLC	501 South Sanborn Boulevard
RB-2679	Twin Dragon Inc dba Twin Dragon Restaurant	704 East Norway Street
RB-2828	M.G. Oil Company dba Village Bowl 2	1500 North Duff Street Suite B
RB-2833	Eric Hieb dba Lakeview Golf	3300 North Ohlman Street
RB-2834	Hohn Partnership dba Platinum Players Club 2	719 North Sanborn Boulevard Ste 2
RB-2835	Hohn Partnership dba Platinum Players Club III	719 North Sanborn Boulevard Ste 3
RB-2838	Meyers Oil Co Inc dba Dakota Sunset Shell	1524 West Havens Avenue
RB-2839	CDH Inc dba Kwik-Phil	520 East Havens Avenue
RB-2841	Eight West LLC dba Super 8 Motel	1700 South Burr Street
RB-2842	Holiday Stationstores LLC #490	1821 South Burr Street Suite A
RB-2844	M.G. Oil Company dba Village Bowl 4	1500 North Duff Street Suite D
RB-2846	Bradley Theme LLC dba Scoreboard Pub & Grill	522 North Main Street
RB-3124	Austen LLC dba Corn Palace Inn	1001 S Burr St Ste A
RB-3133	Hohn Partnership dba Platinum Players Club 1	719 North Sanborn Boulevard Ste 1
RB-3434	V.V. Inc dba Sudz	508 & 510 East Havens Street
RB-19078	V.V. Inc dba The Hideout	510 East Havens Street
RB-20236	Jeanne Blaaidid dba Leader Sporting Goods	712 West Spruce Street
RB-23601	M.G. Oil Company dba Village Bowl 5	1500 North Duff Street Suite E
RB-25698	Hungry's dba Marlin's Roadhouse Grill	Highway 37 & Junction I-90
RB-25699	Tokyo Japanese Cuisine LLC	819 East Spruce Street
RB-25700	Team Haus Inc dba Westside Sinclair	1527 West Havens Avenue
RB-25701	Team Haus Inc dba Northside Sinclair	1905 North Main Street
RB-25702	Graham Oil Inc dba Graham's Interstate BP	I 90 & Highway 37
RB-25704	Cubby's Inc dba Cubby's Mitchell East	1000 S Burr Street
RB-25705	Cubby's Inc dba Cubby's Mitchell West	1700 West Havens Avenue
RB-25707	Niew LLC dba Arnie's	1218 East 1 st Avenue
RB-25709	Walgreen Co dba Walgreens #10347	901 South Burr Street
RB-25710	Casey's Retail dba Casey's General #3321	100 S Main Street
RB-25857	Corn Palace Shrine Club	112 East 5 th Avenue



RB-25872	Coborn's Inc	1800 North Main Street
RB-25873	Kareem Inc., dba I Mart Stores USA	512 South Sanborn Boulevard
RB-26009	V.V. Inc dba Outback Casino	508 East Havens Street Suite 2
RB-26216	Los 3 Amigos LLC dba Los 3 Amigos	1522 West Havens Avenue
RB-26966	Lucky Clovers LLC	909 North Main St
RB-26967	Lucky Clovers LLC	909 North Main St
RB-27122	Chamber of Commerce	601 North Main Street
RB-27313	Blarneys LLC dba Blarneys Sports Bar & Grill	2100 Highland Way Suite W
RB-28007	Bhole LLC dba Motel 6	1309 S Ohlman Street
RB-28093	Bates Enterprises LLC dba Big Dummy's Bar	110-112 North Main
RB-28223	JLIN Crafts LLC dba Board & Brush Mitchell SD	405 North Main Street
RB-28269	2 nd & Lawler Co LLC dba Main St Mercantile	615 North Main Street
RB-28510	VV Inc, dba The Garage	909 North Ohlman #3

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:	May 20, 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:	Action to Approve Special Event Permit Application For MAC Triathlon on Saturday, June 8th, 2024		
Explanation/Background of Agenda Item Requested:	The MAC Area Events Inc. is requesting a Special Event Permit for their annual MAC Triathlon on Saturday, June 8th, 2024. Event hours are from 5:30 AM until 12:00 PM. The event is open to the public and will be held in a City Park (Hitchcock Park) and throughout Mitchell. 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) * The MAC Area Events Inc. is requesting that City Council waive the Special Event Permit fee, since they are a non-profit and continually working on community projects. The following street closures are requested on Saturday, June 8th, from 5:30 AM until 12:00 PM: • E. Hanson Ave. from S. Foster St. to S. Capital St. • E. 1st Ave. from Marshall St. to Hunter St. *Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s). Please reference the attached MAC Triathlon Street Closure(s) Map, Bike Route Map, and Run Route Map for further information. There is no additional equipment needed, as the outdoor pool has already been reserved for the event. The MAC Area Events Inc. will provide the Certificate of Liability Insurance as soon as it is available. *Approval of the submitted Special Event Permit Application will be contingent upon receipt of the Certificate of Liability Insurance.		

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

[Print](#)**Special Event Permit Application - Submission #3524****Date Submitted: 5/8/2024**

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 and additional equipment rental should also be completed at this time (if applicable).

Event Name:*

MAC Triathlon

Event Date:*

6/7/2024

—

6/8/2024

Event Hours:*

05:30 AM

—

12:00 PM

Permit(s) & License(s) 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)

6/8/2024	05:30 AM	—	6/ 8/ 2024	12:00 PM
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Time Requested for Parking Lot Closure(s)

mm/dd/yyyy	hh:mm am/pm	—	mm/dd/yyyy	hh:mm am/pm
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Event Information:

Overall Event Description:*

We are looking to have the following streets closed for the MAC triathlon on June 8th 2024:

Hanson street in front of the Aquatic Center from Foster to Capital.

1st Street from Marshall to Hunter.

We have cyclists on the roadways and want to try and avoid cars driving down Hanson so when athletes enter the transition area they will be safe from traffic.

At 1st and Foster there's no stop sign on 1st and our cyclists need to remain safe and be able to put their heads down and go. This would prevent extra volunteers at that spot and ensure biker safety.

The MAC Area Events Inc. is requesting that City Council waive the Special Event Permit fee, since we are a Non-Profit and continually working on community projects.

Thank you for your consideration and help.

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:*

75

Name of Group Sponsoring the Event:*

MAC Area Events

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

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

501C Exemption Letter Attachment

Choose File No file chosen

Event Application Contact Person:*

Emily Hohn

Contact Person's Email:*

emily.hohn@anytimefitness.com

Phone Number: *

4029220438

Day of Event Contact Person:*

Emily Hohn

Contact Person's Email:*

emily.hohn@anytimefitness.com

Phone Number:*

4029220438

Facility Use, Route Map, and Impacted Areas

Please provide a detailed description of what facilities and additional equipment will be needed, along with how many bleachers and picnic tables need to be reserved. (including bleachers, picnic tables, water, electricity, etc.). Also, please provide a detailed list/description of what street/parking lot closure(s) 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.*

Hanson from Foster to Capital closure 5:30am - 12pm
1st Street from Marshall to Hunter from 5:30am - 11am

no additional equipment is needed and the pool has already been reserved for athlete use.

This event will include the use of:

* Please reserve any item(s) selected below and submit fee to the respective City Department along with the completion and submission of the application.

- ☐ Indoor Park Shelter (\$117.15/day - Park & Rec Fee)
- ☐ Outdoor Park Shelter (\$58.58/day - 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.*

People will be parking in the parking lot across from the aquatic center and all bikes and other equipment will be off the street. No need for shuttles or crowd control.

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*

MNB Bank

Agent's Name

Ashley Brandl

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.*

Emily Hohn

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.*

Emily Hohn

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.*

Emily Hohn

I am attaching the following items:

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

Parade Route Map Attachment

Choose File No file chosen

Street or Parking Lot Closure Map Attachment

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 _____

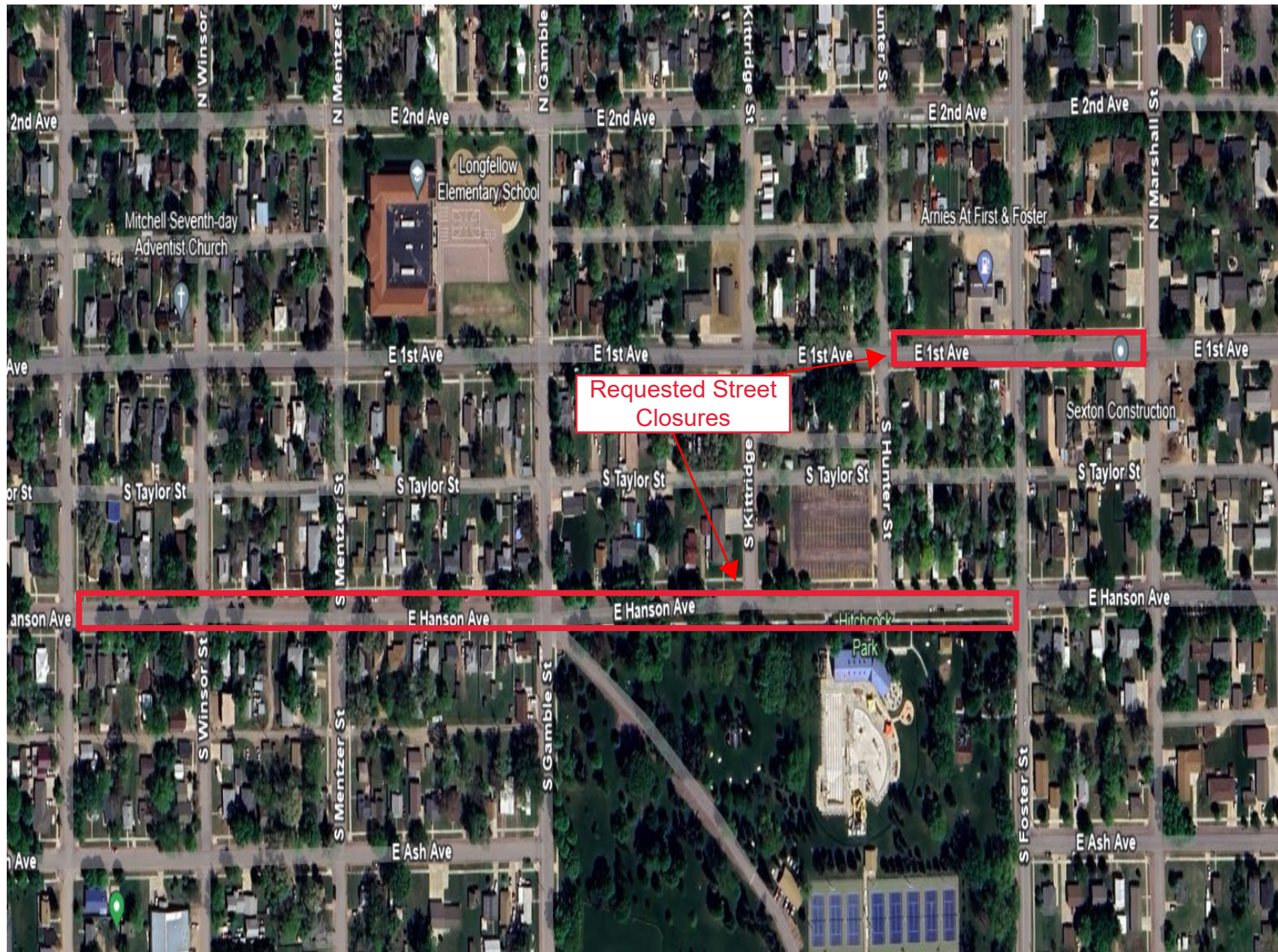
Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



Foster Street &
East 54th Street

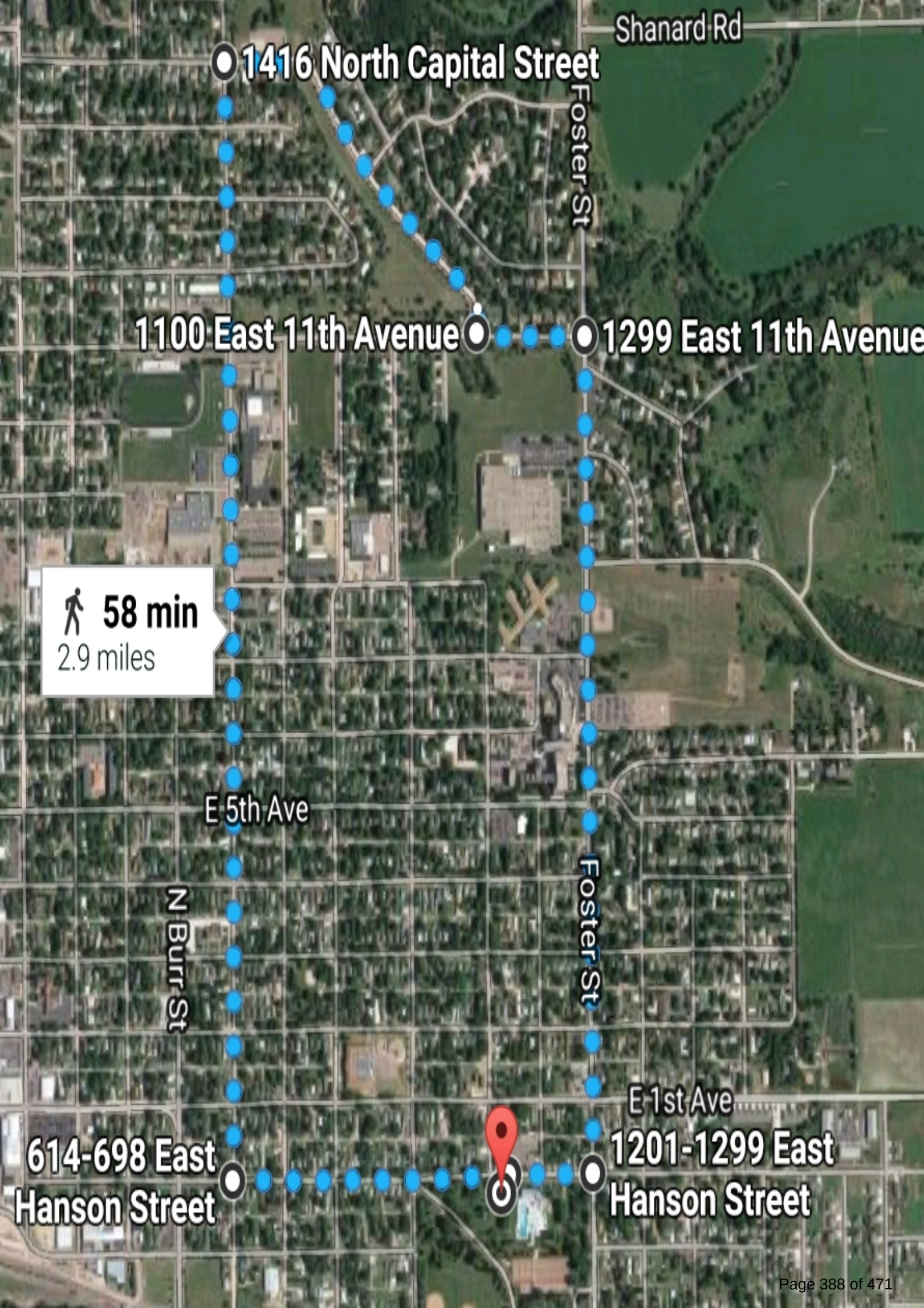
413th Avenue

James River

chell Convention
Visitors Bureau

101 East Hanson Street

South Dakota 38
& 413th Avenue



Shanard Rd

1416 North Capital Street

Foster St

1100 East 11th Avenue

1299 East 11th Avenue

 **58 min**
2.9 miles

E 5th Ave

N Burr St

Foster St

E 1st Ave

614-698 East Hanson Street

1201-1299 East Hanson Street

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:	May 20, 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:	Action to Approve Special Event Permit Application For Palace City Pre-Sturgis Party on Thursday, August 1st, 2024		
Explanation/Background of Agenda Item Requested:	The City of Mitchell is requesting a Special Event Permit for the annual, Palace City Pre-Sturgis Party on Thursday, August 1st, 2024. Event hours are from 5:00 PM until 10:00 PM. The Palace City Pre-Sturgis Party has expanded to incorporate most of Main Street from 1st Ave. to 7th Ave, which will require street and parking lot closures, as well as, additional permits and equipment to assist with the success of the Party. The Palace City Pre-Sturgis Party is partnered with Mitchell Main Street & Beyond: 1st Fridays, so there will be various vendors, food trucks, and other musical entertainment and events on Main Street. The Party is open to the public, vendor and/or participant fees required, includes the sale and use of alcoholic beverages, items and/or services will be sold, and takes place on Mitchell's Main Street. 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(s)-(\$200 Fee-waived if also requesting street closure) • Parade Permit with escort & closures-(\$250 Fee) • Noise Permit • Consumption Permit-(\$500 Fee) * The Palace City Pre-Sturgis Party is requesting that City Council waive all permit(s)/license fees, as well as, all the Park & Rec equipment fees (picnic tables/bleachers/etc.). The following street and parking lot closures are requested on Thursday, August 1st, from 3:00 PM until 11:00 PM: • Main Street from 1st Avenue to 7th Avenue • 5th Avenue from Lawler Street to Rowley Street • 2nd, 3rd, and 4th Avenues from west alley to east alley • 6th Avenue from Main Street to west alley • 2nd & Main Street parking lot • 5th & Main Street parking lot		

- Corn Palace Plaza/Scoreboard parking lot

***Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s).**

Please reference the attached Road Parking Lot Closures Map and Event Map for further information.

Additional equipment requested, along with fees:

- 6 bleachers (\$35/bleacher)
- 25 picnic tables (\$25/picnic table)

Also, the Special Event Permit Application is requesting a Parade Permit with escorts and closures, which starts at 4:45 PM at Klock Werks and will arrive between 5:30-5:45 PM on Main Street in front of The World's Only Corn Palace. For this motorcycle ride, we are requesting a police escort - lead car and a 2nd car to assist with the safety of the ride.

The Noise Permit will include sound amplification from 5:00 PM until 10:00 PM, with sound checks being performed at 4:00 PM. The music entertainment will take place on the Corn Palace Plaza Stage.

Finally, the Consumption Permit will allow alcoholic beverages to be carried within the closed area.

Please see the attached Special Event Permit Application, 2024 Ride Map, Road and Parking Lot Closure Map, Pre-Sturgis Event Map, Certificate of Liability Insurance Form, and Pre-Sturgis Schedule of Events for more information.

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

Special Event Permit Application**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 and additional equipment rental should also be completed at this time (if applicable).

Event Name:*

Palace City Pre-Sturgis Party

Event Date:*

8/1/2024

—

8/2/2024

Event Hours:*

05:00 PM

—

10:00 PM

Permit(s) & License(s) 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)

8/1/2024

03:00 PM

—

8/1/2024

11:00 PM

Time Requested for Parking Lot Closure(s)

8/1/2024

03:00 PM

—

8/1/2024

11:00 PM

Event Information:

Overall Event Description:*

On Thursday, August 1st, 2024, from 5PM until 10 PM, the City of Mitchell, Corn Palace, Mitchell Chamber/CVB, Mitchell Main Street & Beyond and their 1st Fridays on Main, Klock Werks, along with many loyal partners and sponsors, are proud to host the annual, Palace City Pre-Sturgis Party!

Palace City Pre-Sturgis Party is an annual gathering of motorcycle enthusiasts, as we hope to encourage a stop in Mitchell while on their way out to the Sturgis Bike Rally. Over the last few years, the Party has expanded to incorporate most of Mitchell Main Street from 1st Avenue to 7th Avenue. Because of this expansion, it will continue to require additional street and parking lot closures, as well as, permits/licenses to assist with the success of the Party.

The Party will have entertainment on the Corn Palace Plaza Stage starting at 6 PM. Consistent with the last few years, becoming an annual Pre-Sturgis Party tradition is the motorcycle ride around Mitchell that starts at Klock Werks at 4:45 PM and will arrive between 5:30-5:45 PM on Main Street in front of The World's Only Corn Palace. For this motorcycle ride, we are requesting a police escort-lead car, and 2nd car to assist in the safety of the ride. The Ives Brother FMX will have three performances on Main Street just north of 1st Avenue to 3rd Avenue. Also, there will be a Car/Bike Show & Shine on Main Street from 6th Avenue to 4th Avenue, along with the National Guard and Mitchell PD/Fire/EMS stationed on the north side of the crosswalk bump up to 7th Avenue.

Please see the attached Event Map, Bike Route Map, and Schedule of Events.

This Party is partnered with MMS&B and their 1st Friday event, so there will be a Kids Zone, various vendors, food trucks, a STRIDER BIKES course, and other entertainment options on Main Street.

Since 5th Avenue is closed for the event, 7th Avenue will remain open.

Please see the attached Event Map.

Also, we are requesting a consumption permit. To follow suit with the past few years, we have invited all the Mitchell Main Street restaurants/bars to continue their support and participation of the Palace City Pre-Sturgis Party with the STRIDER BIKES \$1/cup donation. Just like previous years, these specific, Jack Daniel's/Palace City Pre-Sturgis Party cup(s) need to be sold by the participating establishments and contain the alcoholic beverage, if attendees want to Party on Main Street and bring their alcoholic drink outside of the establishment, but within the designated consumption permit area(s). The \$1/cup donation will go towards providing a local school with a STRIDER BIKES set.

Finally, the Palace City Pre-Sturgis Party is requesting that City Council waive all permit(s)/license fees, as well as, all of the Park & Rec equipment fees (picnic tables/bleachers/etc.).

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:*

5,000-7,000

Name of Group Sponsoring the Event:*

City of Mitchell, Corn Palace, Mitchell Chamber/CVB, Mitchell Main Street & Beyond, and Klock Werks

Is your organization a "Tax Exempt", non profit organization?*☒ yes (please attach 501C Exemption Letter)☐ no**501C Exemption Letter Attachment**

Choose File No file chosen

Event Application Contact Person:*

Aaron Hieb

Contact Person's Email:*

Aaron.Hieb@cityofmitchellsd.gov

Phone Number: *

605-990-7942

Day of Event Contact Person:*

Aaron Hieb

Contact Person's Email:*

Aaron.Hieb@cityofmitchellsd.gov

Phone Number:*

605-366-8348

Facility Use, Route Map, and Impacted Areas

Please provide a detailed description of what facilities and additional equipment will be needed, along with how many bleachers and picnic tables need to be reserved. (including bleachers, picnic tables, water, electricity, etc.). Also, please provide a detailed list/description of what street/parking lot closure(s) 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.*

Street and Parking Lot Closures will begin at 3 PM on the north side of 1st Avenue leaving 1st Avenue open for emergencies and community/pedestrian safety.

Street closures from 1st Avenue to the south side of 7th Avenue will allow for parking of ATVs/UTVs, classic cars, motorcycles, and pedestrian traffic. As stated above, since 5th Avenue is a part of the street closure, 7th Avenue will remain open for emergencies and community/pedestrian safety. Additional street closures consist of: 5th Avenue from Lawler to Rowley Street, and 2nd, 3rd, and 4th Avenue from west alley to east alley, and 6th Avenue west to alley.

Parking lot closures begin at 3 PM and will consist of: 2nd and Main Street parking lot (southeast), 5th and Main Street parking lot (southeast), Plaza parking lot and Scoreboard parking lot.

Please see the attached Event Map.

Turning into an annual tradition, we will continue, like the last couple years, conducting a motorcycle ride around Mitchell that starts at Klock Werks and will end in front of The World's Only Corn Palace, south of the crosswalk bump.

Please see the attached Bike Route Map.

We are requesting the use of the following additional equipment from the Park & Rec.

- 6 bleachers: Please provide two of the bleachers in the Corn Palace Plaza, two set up at the north end of The Ives Brothers FMX show, facing south, and the last two will be positioned at E. 2nd Ave facing west.
- 25 picnic tables: Please provide 20 picnic tables in the 5th Ave & Main Street parking lot and 5 picnic tables as W. 3rd Ave & Main Street.

This event will include the use of:

* Please reserve any item(s) selected below and submit fee to the respective City Department along with the completion and submission of the application.

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

Safety, Security, and Accessibility

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

We would partner with the City of Mitchell Law Enforcement for security.

Corn Palace, Mitchell Chamber/CVB, MMS&B, and volunteers would assist with set-up and supervision of barriers for performances.

Signage would be placed around the closure area to inform about alcohol consumption and containment.

Adequate parking would still exist around the event area for attendees. Many of the attendees with qualifying vehicles would be parking on Main Street, as their vehicles would be driven to 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?

05:00 PM

—

10:00 PM

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?

04:00 PM

Fireworks Permits

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

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

Name

Address

City

State

Zip Code

Phone Number

Email Address

ahieb@cityofmitchell.org

Date of Display

mm/dd/yyyy

Time of Display

hh:mm am

—

hh:mm am

Type of Fireworks

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

Exact Location of Display:

What are the width perimeter requirements?

Insurance Requirements

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

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

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

Name of Insurance Company*

Agent's Name

South Dakota Public Assurance Alliance

Policy Number

Phone Number

005

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.*

Aaron Hieb

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.*

Aaron Hieb

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.*

Aaron Hieb

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

PCPSP 2024 Ride Map.JPG

Street or Parking Lot Closure Map Attachment

Road and Parking Lot Closure Map.png

Event Map Attachment

Pre-Sturgis (8) Event Map.pdf

Certificate of Liability Insurance Attachment

Certificate of Liability Insurance Form.pdf

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document

Pre-Sturgis 2024 Schedule of Events - Special Event Permit.pdf

Additional Document

Choose File No file chosen

Action of City Council _____

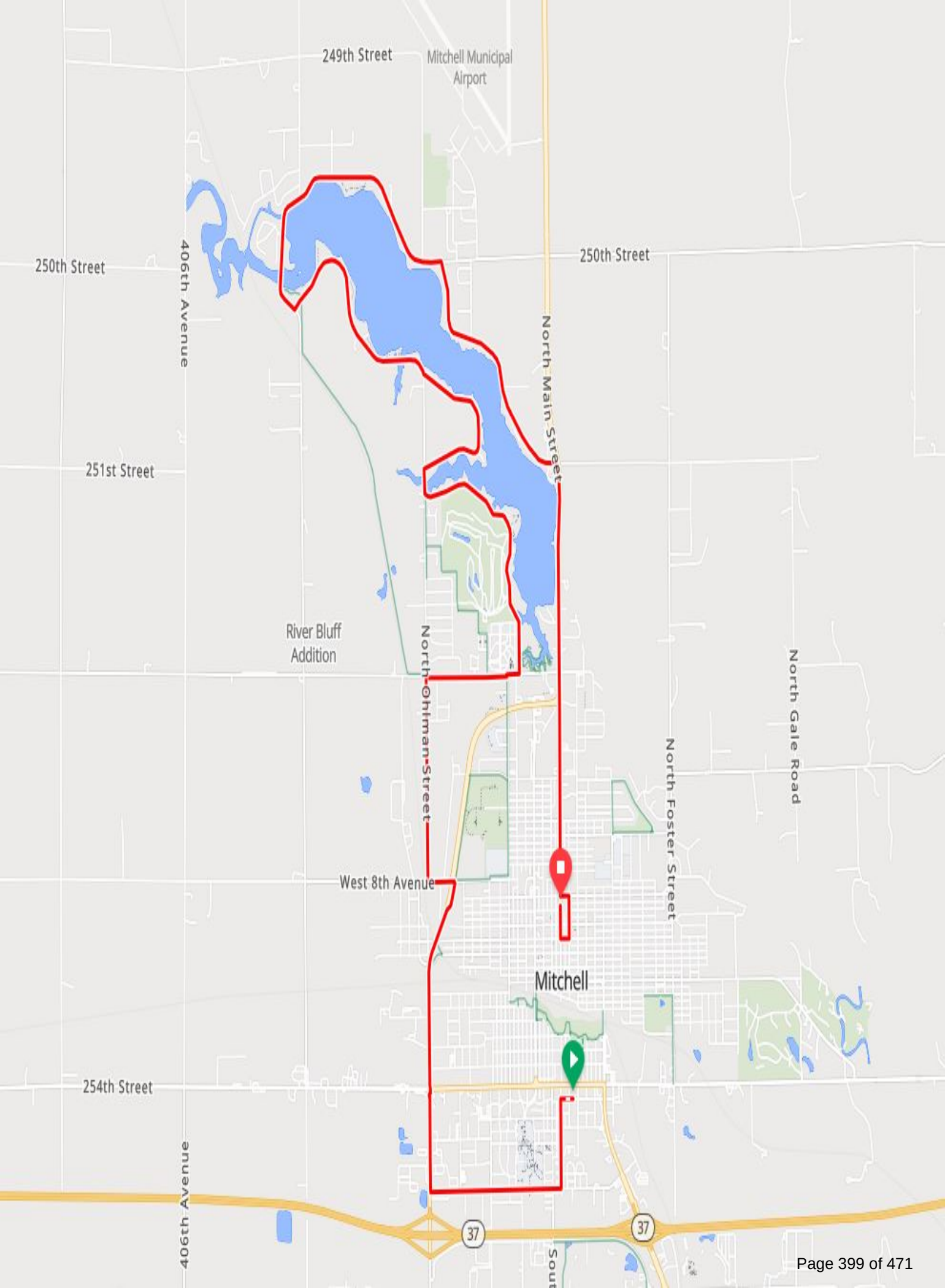
Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



249th Street

Mitchell Municipal
Airport

250th Street

406th Avenue

250th Street

251st Street

River Bluff
Addition

North Ohlman Street

North Main Street

North Gale Road

North Foster Street

West 8th Avenue

Mitchell

254th Street

406th Avenue

37

37

The World's
Only Corn Palace

Mitchell Public Library

PALACE CITY **PRE-STURGIS** PARTY

BIKE/CAR EXIT

**CAR/BIKE
SHOW ENTER**



Portable Restrooms



Crosswalk Area

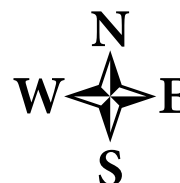
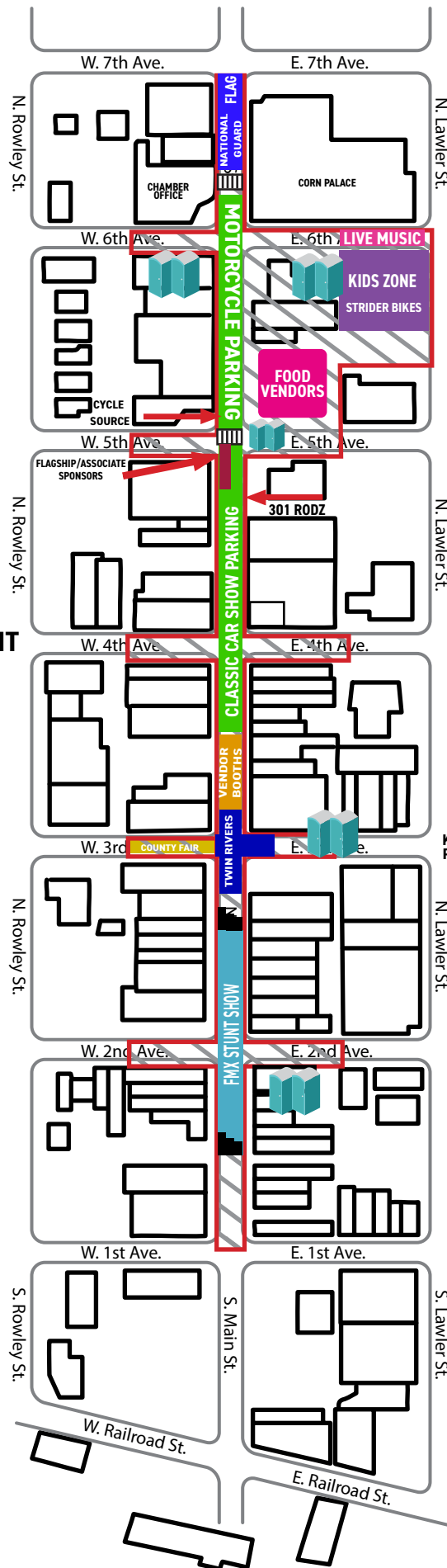


Alcohol Boundary



Bleachers

**KLOCK WERKS
PARADE ENTER**



Palace City Pre- Sturgis Party 2024
Thursday, August 1st
5 PM – 10 PM

Starts at 5:00 PM

- Motorcycle Ride: Kick stands up at Klock Werks at 4:45 PM, arrive on Main Street at the southside of the crosswalk bump between 5:30 - 5:45 PM
- Mitchell Fire/EMS/PD – American flag
- National Guard
- Kids Zone/STRIDER BIKES – Corn Palace Plaza parking lot
- Pre-recorded music from Corn Palace Plaza & speakers from 5:00 – 6:00 PM
- Food Trucks:
 - 5th & Main parking lot:
 - Schroeder's Snak Shak
 - Scotty D's
 - Big Daddy D's
 - Hungry Dog
 - Farm Life Creamery
 - Cheezy Noodlez Gourmet Mac & Cheeze
 - Donut Department
 - Down by 3rd Ave:
 - County Fair Food Store
- Car Show & Shine - east (301 Rodz); Bike Show & Shine - west (Cycle Source); 6th Ave. to 4th Ave. 5:00 – 7:00 PM
- Pre-Sturgis Party sponsor booth(s) (south of 5th Ave. on Main Street)
 - Flagship – 1st in line on west side of Main Street
 - Associate – Next in line on west side of Main Street
- Vendor booths
- Twin Rivers Iron
- The Ives Brothers FMX (1st ½ Ave to 3rd Ave.):
 - Two performances prior to Judd Hoos:
 - 5:15 PM
 - 6:15 PM
 - Third/Final performance after Judd Hoos:
 - 9:45 PM

6:00 PM

- Jimmy River Band performs from 6:00 – 7:30 PM

7:30 PM

- Car Show & Shine Awards; Bike Show & Shine Awards by registration tents at 7:30 PM
- **Big Friend Little Friend Raffle Announcement at 7:45 PM**
- Judd Hoos performs from 8:00 PM – 9:30 PM

9:30 PM

- The Ives Brothers FMX final performance at 9:45 PM.

Ends at 10:00 PM

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Risk Sharing Certificate listed below.

NAME AND ADDRESS OF MEMBER: City of Mitchell

612 N. Main St., Mitchell, SD 57301

RISK SHARING/MEMBER NO.: 005

This is to certify that the Risk Sharing Certificates listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the Risk Sharing Certificate described herein is subject to all the terms, exclusions and conditions of such Risk Sharing Certificate and the Intergovernmental Contract under which it is issued.

EFFECTIVE DATES	TYPE OF COVERAGE	LIMIT OF COVERAGE	
<u>1/01/2024 -</u> <u>1/01/2025</u>	Governmental General Liability		
	General Cvg	<u>\$3,000,000</u>	Each Occurrence
		<u>\$5,000</u>	Deductible Each Claim Including LAE
<u>/01/2024 -</u> <u>1/01/2025</u>	Governmental Automobile Liability		
	General Cvg	<u>\$3,000,000</u>	Each Occurrence
		<u>\$0</u>	Deductible Each Claim Including LAE
<u>1/01/2024 -</u> <u>1/01/2025</u>	Municipal Property		
	Buildings - Blanket Coverage	<u>\$117,218,575</u>	<u>\$5,000</u> Deductible
	Contents - Blanket Coverage	<u>\$15,087,335</u>	<u>\$5,000</u> Deductible

This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the coverage document. In the event the coverage document is cancelled prior to the expiration date, notice will be delivered in accordance with the coverage provisions.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Mitchell
612 N. Main St.
Mitchell, SD 57301

DATE ISSUED: 1/09/2024



Authorized Representative

South Dakota Public Assurance Alliance
208 Island Drive
Ft. Pierre, SD 57532

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:

BID TABULATION
MITCHELL REGIONAL LANDFILL RECYCLING BUILDING
MITCHELL, SD
A-8033
May 14, 2024 at 1:30:00 PM

BASE BID

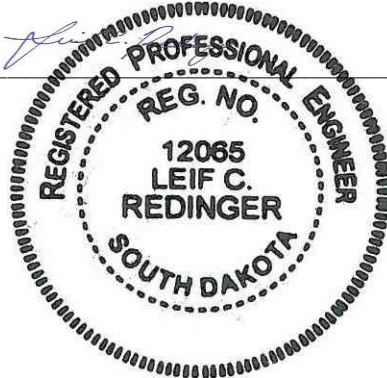
				WS Construction Management, LLC Sioux Falls, SD		Sunkota Construction Sioux Falls, SD		Hegg Construction Sioux Falls, SD		Engineer's Estimate	
Item	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$144,382.00	\$144,382.00	\$77,245.00	\$77,245.00	\$410,610.00	\$410,610.00	\$240,400.00	\$240,400.00
2	Pre-Engineered Metal Building, Complete	1	LS	\$1,772,765.00	\$1,772,765.00	\$1,667,332.00	\$1,667,332.00	\$1,677,435.00	\$1,677,435.00	\$2,000,000.00	\$2,000,000.00
3	Electrical Construction, Complete	1	LS	\$36,086.00	\$36,086.00	\$51,991.00	\$51,991.00	\$34,866.00	\$34,866.00	\$110,000.00	\$110,000.00
4	Clearing and Grubbing	1	LS	\$5,796.00	\$5,796.00	\$19,316.00	\$19,316.00	\$5,600.00	\$5,600.00	\$1,500.00	\$1,500.00
5	Unclassified Excavation	9,743	C.Y.	\$3.63	\$35,367.09	\$4.91	\$47,838.13	\$3.50	\$34,100.50	\$5.00	\$48,715.00
6	Topsoiling from Stockpile	1,095	C.Y.	\$12.42	\$13,599.90	\$24.52	\$26,849.40	\$12.00	\$13,140.00	\$5.00	\$5,475.00
7	2' x 3' Type B Inlet w/ Frame and Grate	6	Each	\$3,442.00	\$20,652.00	\$5,611.00	\$33,666.00	\$3,325.00	\$19,950.00	\$3,500.00	\$21,000.00
8	18" RCP Storm Sewer	172	Ft	\$65.61	\$11,284.92	\$143.14	\$24,620.08	\$63.39	\$10,903.08	\$80.00	\$13,760.00
9	15" RCP Storm Sewer	340	Ft	\$55.85	\$18,989.00	\$94.30	\$32,062.00	\$53.96	\$18,346.40	\$80.00	\$27,200.00
10	12" RCP Storm Sewer	49	Ft	\$50.12	\$2,455.88	\$328.35	\$16,089.15	\$48.43	\$2,373.07	\$80.00	\$3,920.00
11	45 Degree Bend 18" RCP	1	Each	\$1,740.00	\$1,740.00	\$15,397.00	\$15,397.00	\$1,682.00	\$1,682.00	\$400.00	\$400.00
12	Connect to Existing Inlet	1	LS	\$1,242.00	\$1,242.00	\$14,916.00	\$14,916.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
13	Gravel Base Course	330	Tons	\$23.80	\$7,854.00	\$64.56	\$21,304.80	\$23.00	\$7,590.00	\$25.00	\$8,250.00
14	8" Concrete Approach Pavement	7,070	SqFt	\$8.79	\$62,145.30	\$10.44	\$73,810.80	\$8.50	\$60,095.00	\$16.00	\$113,120.00
15	Gravel Surfacing	1,554	Tons	\$19.66	\$30,551.64	\$27.82	\$43,232.28	\$19.00	\$29,526.00	\$26.00	\$40,404.00
16	Seed, Fertilizer and Mulch	1.01	Acres	\$6,727.00	\$6,794.27	\$38,342.57	\$38,726.00	\$26,038.00	\$26,298.38	\$6,000.00	\$6,060.00
17	Erosion Control Waddle	64	Ft	\$6.21	\$397.44	\$220.31	\$14,099.84	\$6.00	\$384.00	\$10.00	\$640.00
18	Inlet/Culvert Protection	7	Each	\$155.00	\$1,085.00	\$2,109.43	\$14,766.01	\$150.00	\$1,050.00	\$350.00	\$2,450.00
TOTAL BASE BID				\$2,173,187.44		\$2,233,261.49		\$2,355,149.43		\$2,644,794.00	

I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE REPRESENTATION AND TABULATION OF ALL BIDS RECEIVED AND THAT THE MATHEMATICS HAVE BEEN CHECKED AND IS TO THE BEST OF MY KNOWLEDGE CORRECT:

PROJECT ENGINEER: _____

DATE: _____

5/14/2024



Recycling Transfer Center



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:	May 20, 2024	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	129,600		
Agenda Item:	Action to Approve Agreement #A2024-23, South Dakota Department of Transportation 5339 Grant Funds		
Explanation/Background of Agenda Item Requested:	This agreement is to accept Palace Transit's 5339 grant funding through the South Dakota Department of Transportation as part of the the Infrastructure Investment and Jobs Act of 2021. Funds for the following projects have been budgeted for 2024: - Vehicle Cameras - Facility Cameras - Bus 2-Way Radio Systems - Dispatch Software - Bus Dispatch/Routing Tablets - Bus Routers/Cradle Points Funds for the following projects will be budgeted in 2025: - Garage Lighting - Passenger Vans The funding breakdown is listed in Exhibit G of the grant agreement.		

Infrastructure Investment and Jobs Act (IIJA) of 2021 [Section 5339] (CFDA NO. 20.526)

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

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

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

Referred to in this Agreement as the Sub-Recipient

Referred to in this Agreement as the State

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

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

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's name: city of Mitchell, South Dakota
- b. Sub-Recipient's Unique Entity ID: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SD-2024-004
- d. Federal award date: 5/13/2024
- e. Sub-award period of performance: 10/1/2023 - 9/30/2025
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$207,680
- g. Total amount of federal funds obligated to the Sub-Recipient: \$207,680
- h. Total amount of the federal award committed to the Sub-Recipient: \$207,680
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Bus & Bus Facilities Formula Program
- j. Name of federal awarding agency: Federal Transit Administration
Pass-through entity: South Dakota Department of Transportation
Contact information for awarding official of the pass-through entity:
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre SD 57501

- k. CFDA No. and name: 20.526; Bus & Bus Facilities Formula Program
- l. Is the grant award for research and development (R&D)? Yes ☐ No ☒
- m. Indirect Cost Rate for federal award: n/a

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

- A. This Agreement will be effective on 10/1/2023, and will end once the parties have met all obligations under this Agreement, unless sooner terminated pursuant to the terms of this Agreement.
- B. All costs incurred must be submitted to the State no later than 30 days after the end of the Period of Performance.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- ii. The BIL continues the Section 5339 Grants for Buses and Bus Facilities Program established pursuant to 49 U.S.C. Section 5339, which makes funding available to states and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
- iii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- iv. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

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

c. SCOPE OF PROJECT:

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

4. BASIS FOR SUBAWARD AMOUNT:

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

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

Vehicle & Facility Cameras, Radios, Facility Improvements, Software, Hardware & Vehicle

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

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

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

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

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

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

7. AUDIT REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

8. SUB-RECIPIENT ATTESTATION

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

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

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

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

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

expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

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

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

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

2. RECORDS AND REPORTS

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

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

3. TERMINATION

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:
 - i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
 - ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
 - iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
 - iv. The Sub-Recipient is in default under any provision of this Agreement.
 - v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
 - vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.
- c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

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

5. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

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

6. PROHIBITED INTEREST

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

7. EQUAL EMPLOYMENT OPPORTUNITY

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

8. CIVIL RIGHTS

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

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

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

9. DISADVANTAGED BUSINESS ENTERPRISES

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

10. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

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

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

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

11. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of

Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

12. INTEGRITY

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

13. DEBARMENT AND SUSPENSION

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

14. CONTROLLING LAW

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

15. SUPERCESSION

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

16. SEVERABILITY

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

17. TITLE VI ASSURANCE

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

18. CERTIFICATION REGARDING LOBBYING

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

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose

accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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

19. FEDERAL CHANGES

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

20. NOTICE

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

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

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

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

21. FUNDING

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

22. STATE'S RIGHT TO REJECT

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

23. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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

24. CONFLICT OF INTEREST

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

25. TERMS

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

C. GRANT SPECIFIC PROVISIONS

1. PURCHASE OF PROJECT EQUIPMENT

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

Statement of Financial Assistance:

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

2. TITLE TO PROJECT EQUIPMENT

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

3. USE OF PROJECT EQUIPMENT

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

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

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

4. MOTOR VEHICLE SAFETY AND POLLUTION

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

5. CHARTER BUS AND SCHOOL BUS PROVISIONS

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

6. LABOR PROTECTION WARRANTY

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

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

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

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

- b. Standard Terms and Conditions.

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

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

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

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

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

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

- vi. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.
- vii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective

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

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

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

7. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

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

- a. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Sub-Recipient will carry out the transit operations work on this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees under this

Agreement and to meet the employee protective requirements of 49 U.S.C. A-5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Sub-Recipient's PROJECT from which the federal assistance is provided to support work on this Agreement. The Sub-Recipient will carry out that work in compliance with the conditions stated in said U.S. DOL letter.

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

8. ACCESSIBILITY REQUIREMENTS

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

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

9. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

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

10. DRUG-FREE WORKPLACE

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

11. ENERGY EFFICIENCY AND CLEAN AIR ACT

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

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

13. PRIVACY ACT

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

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

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

15. EMPLOYEE POLITICAL ACTIVITY

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

16. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

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

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

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

17. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained

in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

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

18. FEDERAL WATER POLLUTION CONTROL ACT

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

19. ENERGY CONSERVATION

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

20. REPORTING OF PROJECT EVENTS

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

D. STANDARD PROVISIONS CONTINUED

1. IT STANDARDS:

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

2. INDEMNIFICATION:

The Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents and employees, from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents and employees against any claim, including any claim, action, suit or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of south Dakota, its officers, agent and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South

Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require the Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

3. INSURANCE:

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

A. Commercial General Liability Insurance:

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

B. Business Automobile Liability Insurance:

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

C. Worker's Compensation Insurance:

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

D. Professional Liability Insurance:

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

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

4. CONFIDENTIALITY OF INFORMATION:

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

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

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

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

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

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

5. AUTHORIZATION

The Sub-Recipient has designated its Mayor as the Sub-Recipient's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the Sub-Recipient. A copy of the Sub-Recipient's Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the Sub-Recipient's authorized representative is attached to this Agreement as **Exhibit H**.

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

City of Mitchell, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)

LOCAL CIVIL RIGHTS ASSURANCES

City of Mitchell, South Dakota, certifies as a condition to receiving federal assistance under Section 5304 of the Intermodal Surface Transportation Efficiency Act of 1991, as amended, that:

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

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

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

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

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

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

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

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

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

City of Mitchell

By: _____

Its: _____

Date: _____

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

City of Mitchell

By: _____

Its: _____

Date: _____

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

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

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

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

City of Mitchell

By: _____

Its: _____

Date: _____

Budget No. 1

<u>Application Project</u>	<u>Federal Amount</u>	<u>Local Amount</u>	<u>Total Amount</u>
12 - Vehicle Cameras	\$24,960.00	\$6,240.00	\$31,200.00
2 - Facility Cameras	\$6,400.00	\$1,600.00	\$8,000.00
16 - Radios	\$3,456.00	\$864.00	\$4,320.00
Garage Lighting (Specialized App)	\$14,000.00	\$3,500.00	\$17,500.00
Dispatch Software	\$40,000.00	\$10,000.00	\$50,000.00
2 - Computers with Software	\$1,600.00	\$400.00	\$2,000.00
16 - Tablets	\$1,664.00	\$416.00	\$2,080.00
16 - Routers/Cradle Points	\$25,600.00	\$6,400.00	\$32,000.00
2 - Passenger Van - 7+0	\$90,000.00	\$22,500.00	\$112,500.00
Total	\$207,680.00	\$51,920.00	\$259,600.00

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	May 20, 2024	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Resolution 2024-31 setting the date for a public hearing on the creation of the Davison County Regional Rail Authority		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Action to Approve Resolution #R2024-31: A Resolution providing for a Public Hearing on the Creation of the Davison County Regional Rail Authority		
Explanation/Background of Agenda Item Requested:	The City of Mitchell was asked to consider creating a regional rail authority to assist economic development projects in the region. Below is information on regional rail authorities. The enclosed resolution sets the date for the public hearing as June 17th. A rail authority is created when two political subdivisions create an agreement to form a rail authority. The purpose of a rail authority is to promote and develop industries that utilize rail for their business. The regional rail authority would have the ability to own and operate rail lines (MRC), apply for grants and loans from State as well as the Federal Government, and act as a conduit for industry located along a rail line to obtain low interest loans or grants. The creation of a rail authority would give the City of Mitchell and Davison County another economic development tool to compete with other areas when recruiting new industries that utilize rail, as well as help current businesses in the area as well.		

RESOLUTION #2024-31

A RESOLUTION PROVIDING FOR A PUBLIC HEARING ON THE CREATION OF
THE DAVISON COUNTY REGIONAL RAILROAD AUTHORITY

BE IT RESOLVED by the City of Mitchell, South Dakota that a hearing shall be held on June 17, 2024, for hearing public comment on the creation of the DAVISON COUNTY REGIONAL RAIL AUTHORITY which will encompass the jurisdiction of the City and that the finance officer shall cause to be published notice of such hearing to be published not less than 10 days prior to the hearing.

Mayor

ATTEST:

Finance Officer

(SEAL)

NOTICE IS HEREBY GIVEN that the City Council (the “City”), will hold a public hearing on Monday, June 17, 2024, at 6:00 pm. in the City Council Room in the City Hall, 612 N Main Street, Mitchell SD 57301. The purpose of the public hearing is to provide an opportunity to hear public comment on the proposed creation of the DAVISON COUNTY REGIONAL RAIL AUTHORITY under SDCL Chapter 49-17A.

The purpose of the public hearing is to provide a reasonable opportunity for members of the public to express their views, orally or in writing, regarding the creation of THE DAVISON COUNTY REGIONAL RAIL AUTHORITY. The hearing will be conducted in a manner that provides a reasonable opportunity for persons with differing views to be heard on the question of creating the rail authority. Written comments may be submitted to the City by mailing to City Council at 612 N Main Street, Mitchell SD 57301 until the close of business on Monday, Jun 17 2024, the last business day before the hearing, or may be delivered at the public hearing at the address indicated above.

CITY OF MITCHELL, 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:	May 20, 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 #R2024-32, Plat of Lot 5-A, a Subdivision of Lot 5 of North Maui's First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 5-A, a subdivision of Lot 5 of North Maui's First Addition, a subdivision of Lot 4 in the East 1/2 of the West 1/2 of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Scott Palmer. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 05-13-24.		

RESOLUTION #R2024-32

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 13th day of May, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, 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 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 20th day of May, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 100 Feet

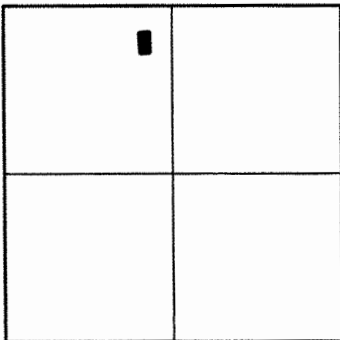
- LEGEND**
- = FOUND IRON MONUMENT
 - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
 - 100' (P) = PLATTED BEARING OR DISTANCE
 - 100' = MEASURED BEARING OR DISTANCE
 - = SET NAIL
 - ▲ = SET SURVEY SPIKE
 - 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
 - = FOUND NAIL
 - ◇ = SET 3/8" X 12" SPIKE W/WASHER PJR-6702
 - WM = WITNESS MONUMENT

PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

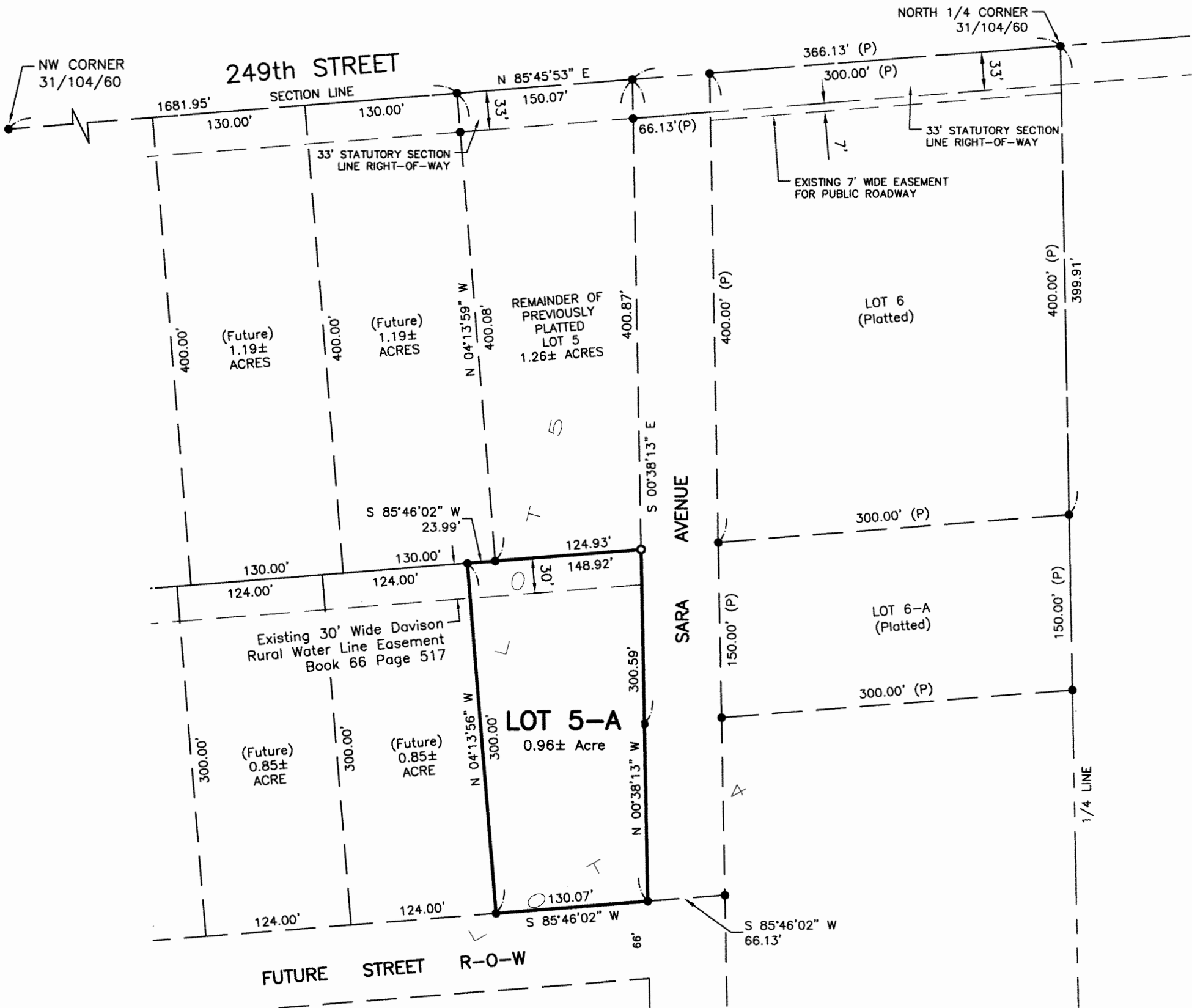
COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 12B
GRID BEARINGS AND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

SEC. 31, T 104 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

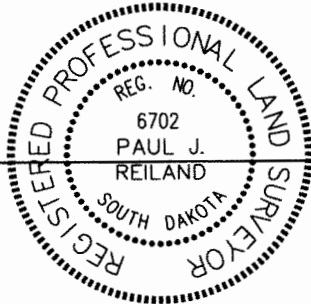
SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Scott G. Palmer, as owner, and under his direction for purposes indicated therein, I did on or prior to April 17, 2024, survey those parcels of land described as follows: LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ 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

A PLAT OF LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF 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 LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, 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 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, 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 LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

The undersigned 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

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this _____ day of _____, 2024.

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 of Davison County



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing approach(es) is hereby approved. Any change in the location of the existing approach(es) 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 of Davison County

Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOT 5-A, A SUBDIVISION OF LOT 5 OF NORTH MAUI'S FIRST ADDITION, A SUBDIVISION OF LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

Director of Equalization/Deputy Director of Equalization of Davison County

Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

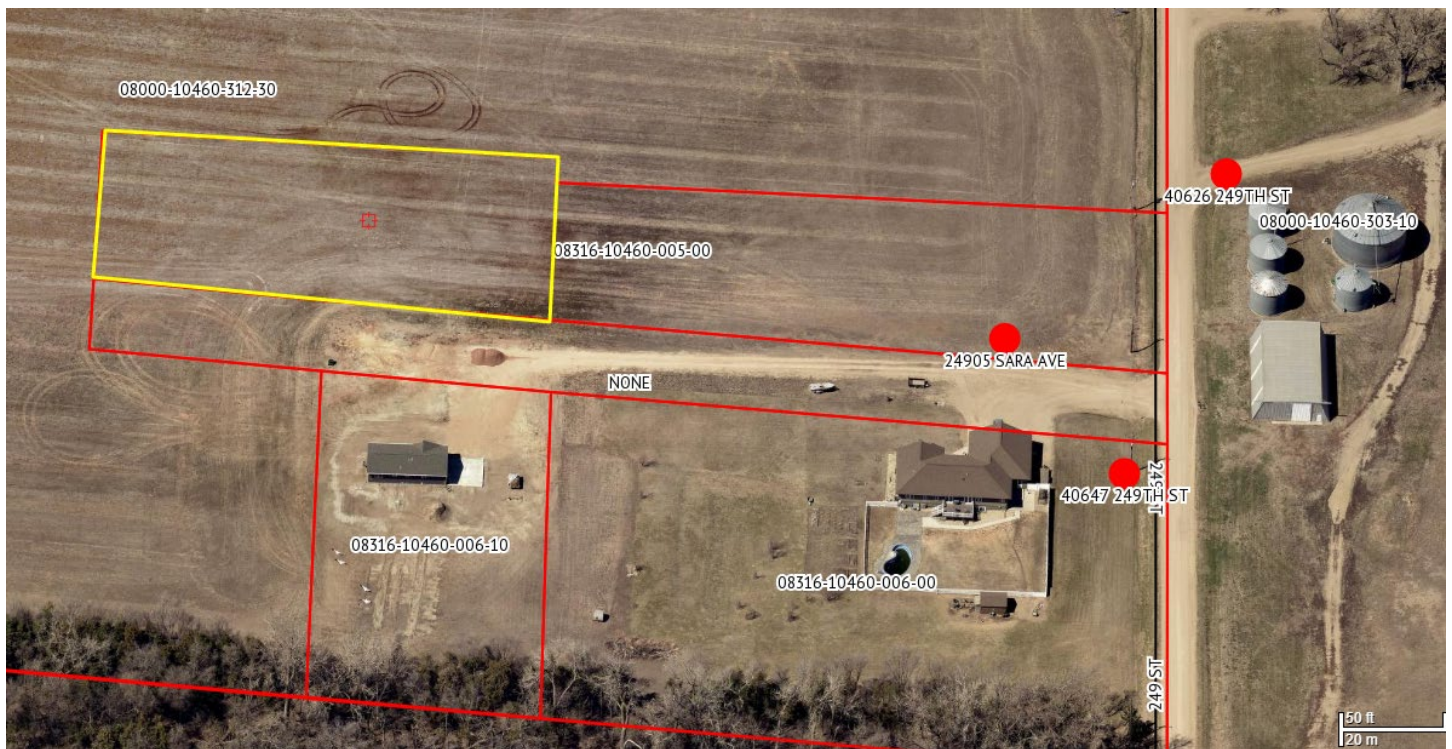
FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

By _____

Deputy





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:	May 20, 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 #R2024-33, Plat of Lot 4 of D. & D. Long's First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 4 of D. & D. Long's First Addition, a subdivision of Irregular Tract No. 3 in the Northeast Quarter (NE 1/4) of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota; as requested by Daren & Lisa Long and Devon & Ann Long. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 05-13-24.		

RESOLUTION #R2024-33

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 13th day of May, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D. Kummer, 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 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D. Kummer, 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 20th day of May, 2024.

MAYOR

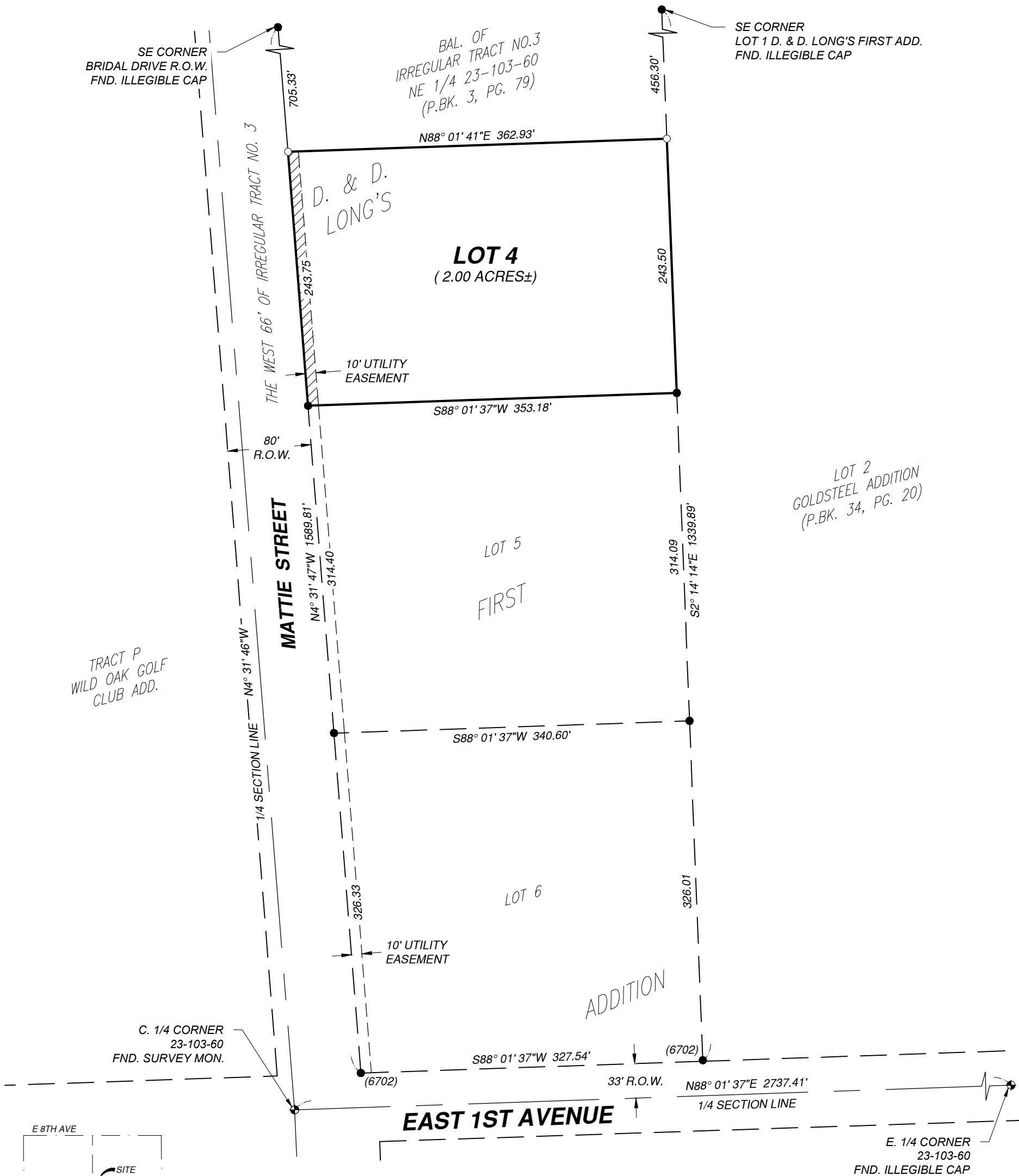
ATTEST:

FINANCE OFFICER

{SEAL}

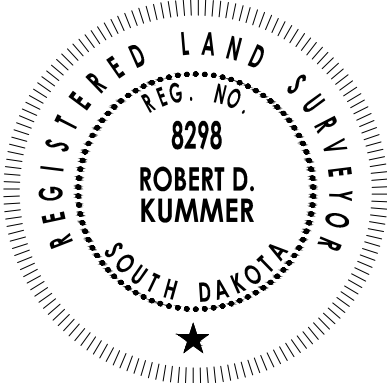
LOT 4 OF D. & D. LONG'S FIRST ADDITION

A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 23,
TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA



SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON UTM ZONE 14 NORTH.
2. ALL DISTANCES ARE GROUND.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED.



LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- FOUND NO.5 REBAR W/CAP
RLS NO. 8298 (UNLESS NOTED)
- SET NO.5 REBAR W/CAP
RLS NO. 8298

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

LOT 4 OF D. & D. LONG'S FIRST ADDITION

A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST
QUARTER (NE 1/4) OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M.,
DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 24060

DATE: 04/16/2024

DRAWN BY: MAB

CHECKED BY: RDK

SHEET NO: 1 OF 3

LOT 4 OF D. & D. LONG'S FIRST ADDITION

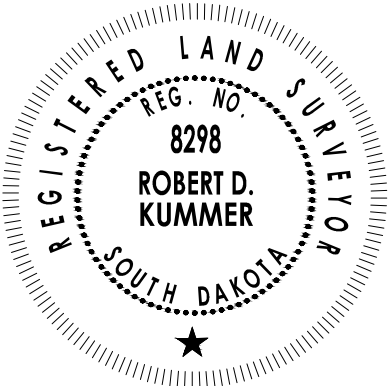
A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 23,
TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUMMER, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID ON OR BEFORE APRIL 16, 2024, FOR THE PURPOSE OF PLATTING FOR CONVEYANCE, DID SURVEY THAT PORTION AS SHOWN OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA AS SHOWN ON THE ABOVE PLAT. THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**

DATED THIS ____ DAY OF _____, 2024.

ROBERT D. KUMMER
REGISTERED LAND SURVEYOR NO. 8298



DATED THIS ____ DAY OF _____, 2024.

DEVON J. LONG (OWNER)

DATED THIS ____ DAY OF _____, 2024

ANN L. LONG (OWNER)

STATE OF: SOUTH DAKOTA)
COUNTY OF: DAVISON)

ON THIS ____ DAY OF _____, 2024, BEFORE ME, _____, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED, **DEVON J. LONG AND ANN L. LONG**, 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 THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC, SOUTH DAKOTA

MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND EROSION AND SEDIMENT CONTROL LAWS, ORDINANCES, AND REGULATIONS, 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 WATER 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 REGULATION OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT 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 HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREETS, ROADS AND ALLEYS, AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT , INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ALLEYS, PARKS AND PUBLIC GROUNDS WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. I/WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICE UNDER, ON, OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

DATED THIS ____ DAY OF _____, 2024.

DAREN DALE LONG (OWNER)

DATED THIS ____ DAY OF _____, 2024

LISA JO LONG (OWNER)

STATE OF: SOUTH DAKOTA)
COUNTY OF: DAVISON)

ON THIS ____ DAY OF _____, 2024, BEFORE ME, _____, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED, **DAREN DALE LONG AND LISA JO LONG**, 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 THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC, SOUTH DAKOTA

MY COMMISSION EXPIRES: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF 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 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, 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/VICE 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 _____, 2024.

CHAIRMAN, CITY PLANNING COMMISSION

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

LOT 4 OF D. & D. LONG'S FIRST ADDITION

A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 24060
DATE: 04/16/2024

DRAWN BY: MAB
CHECKED BY: RDK
SHEET NO: 2 OF 3

LOT 4 OF D. & D. LONG'S FIRST ADDITION

A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 23,
TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., 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 **LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, 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 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** BE AND THE SAME IS APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER/DEP. 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 _____ DAY OF _____, 2024.

FINANCE OFFICER

CERTIFICATE OF ROAD AUTHORITY

THE LOCATIONS OF THE EXISTING APPROACHES ARE HEREBY APPROVED. ANY CHANGE IN THE LOCATIONS OF THE EXISTING APPROACHES SHALL REQUIRE ADDITIONAL APPROVAL.

BY: _____
ROAD AUTHORITY TITLE DATE

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF **LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, 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 **LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY ROBERT D. KUMMER, 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.

CHAIRMAN, DAVISON COUNTY PLANNING COMMISSION

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS _____ DAY OF _____, 2024.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DAVISON COUNTY, SOUTH DAKOTA

AUDITOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, AND 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 PLAT.

AUDITOR/DEPUTY AUDITOR
DAVISON COUNTY, SOUTH DAKOTA

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND THE FOREGOING) PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS _____ DAY OF _____, 2024.

COUNTY TREASURER
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I HEREBY CERTIFY THAT A COPY OF THE PLAT OF **LOT 4 OF D. & D. LONG'S FIRST ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, HAS BEEN RECEIVED BY ME AND FILED IN MY OFFICE.

DIRECTOR OF EQUALIZATION
DAVISON COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS _____ DAY OF _____, 2024, AT _____

O'CLOCK __.M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructureddg.com

LOT 4 OF D. & D. LONG'S FIRST ADDITION

A SUBDIVISION OF IRREGULAR TRACT NO. 3 IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M.,
DAVISON COUNTY, SOUTH DAKOTA

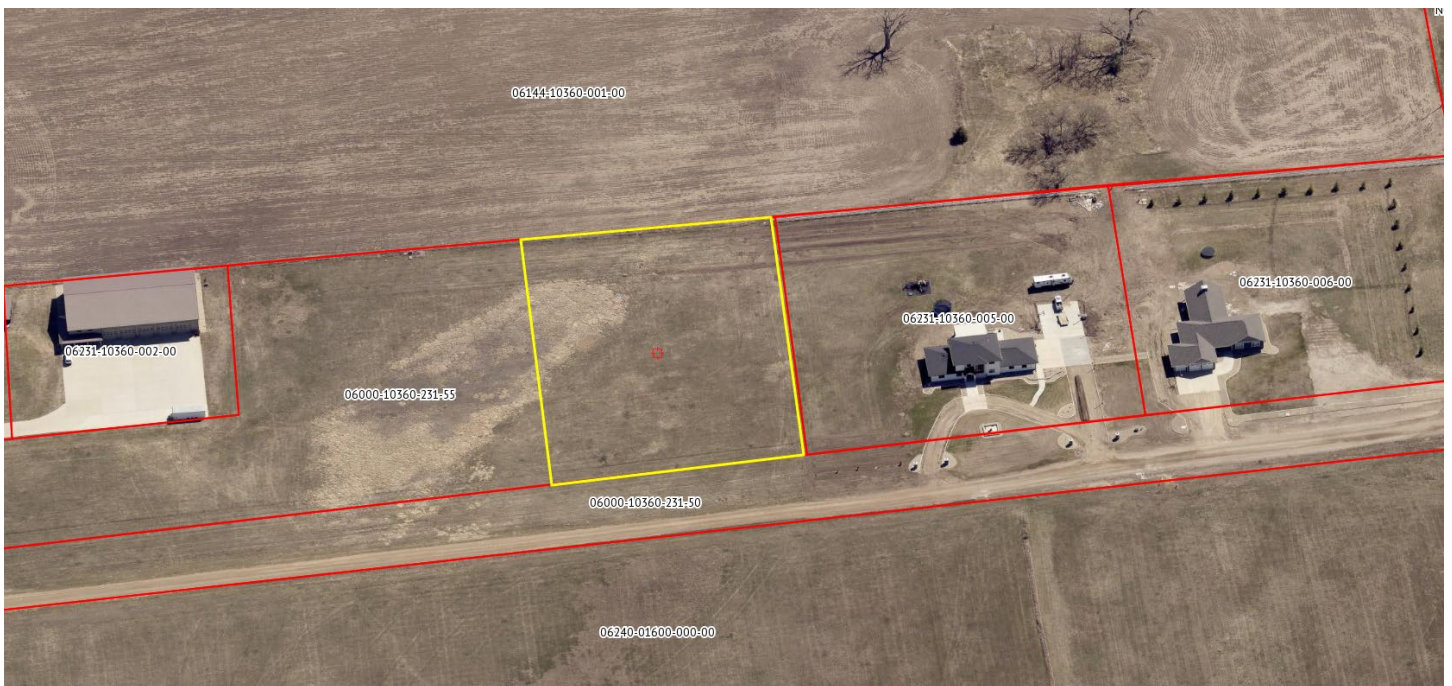
PROJ. NO.: 24060

DATE: 04/16/2024

DRAWN BY: MAB

CHECKED BY: RDK

SHEET NO: 3 OF 3



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:	May 20, 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 #R2024-34, Plat of Tract 1 of Blacksten Addition		
Explanation/Background of Agenda Item Requested:	Plat of Tract 1 of Blacksten Addition in the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of Section 2, Township 102 North, Range 60 West of the 5th P.M., Davison County, South Dakota; as requested by Scott Blacksten. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 05-13-24.		

RESOLUTION #R2024-34

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 13th day of May, 2024; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4, SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D. Kummer, 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 BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4, SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D. Kummer, 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 20th day of May, 2024.

MAYOR

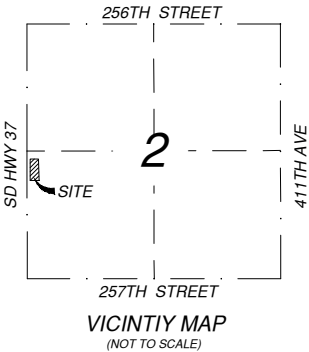
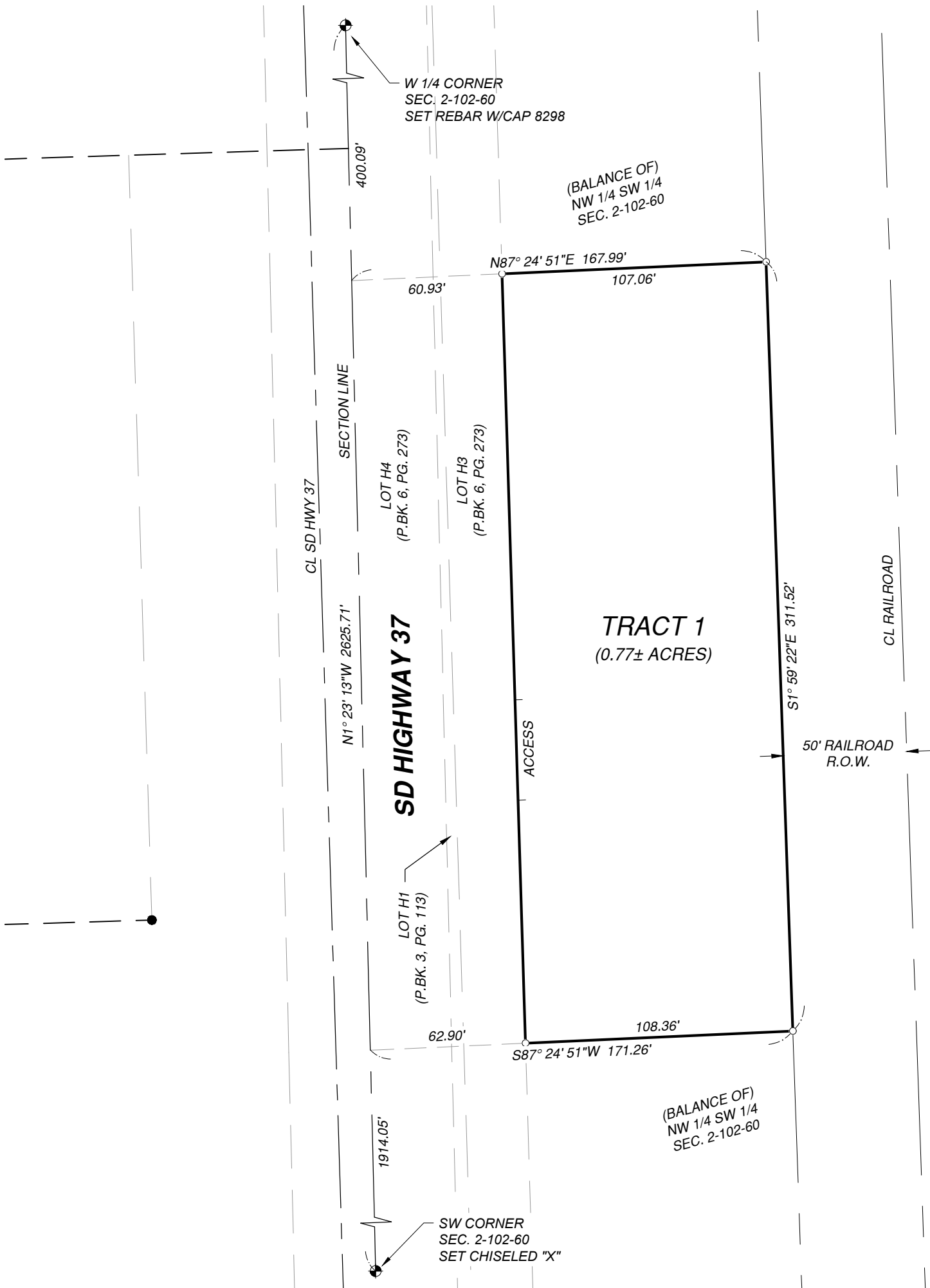
ATTEST:

FINANCE OFFICER

{SEAL}

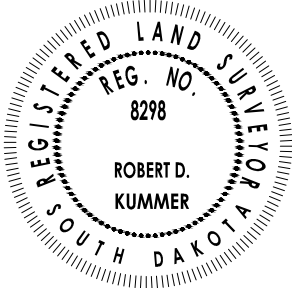
TRACT 1 OF BLACKSTEN ADDITION

IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2,
TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA



SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON SOUTH DAKOTA STATE PLANE, SOUTH ZONE.
2. ALL DISTANCES ARE GROUND.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED.



LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- FOUND SURVEY MONUMENT
- SET NO.5 REBAR W/CAP RLS NO. 8298

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructureedg.com

TRACT 1 OF BLACKSTEN ADDITION

IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2,
TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 24067

DATE: 04/25/2024

DRAWN BY: RDK

CHECKED BY: RDK

SHEET NO: 1 OF 3

TRACT 1 OF BLACKSTEN ADDITION

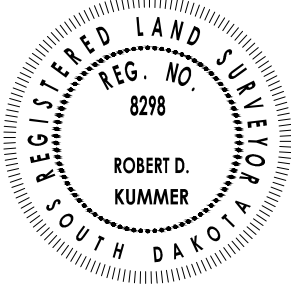
IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2,
TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUMMER, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID ON OR BEFORE APRIL 21, 2024, FOR THE PURPOSE OF PLATTING FOR CONVEYANCE, DID SURVEY THAT PORTION AS SHOWN OF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA AS SHOWN ON THE ABOVE PLAT. THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**

DATED THIS ____ DAY OF _____, 2024.

ROBERT D. KUMMER
REGISTERED LAND SURVEYOR NO. 8298



RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF 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 BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, 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/VICE 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 _____, 2024.

CHAIRMAN/VICE CHAIRMAN CITY PLANNING COMMISSION

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE DO HEREBY CERTIFY THAT I AM THE OWNER OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT MY REQUEST AND IN ACCORDANCE WITH MY INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND EROSION AND SEDIMENT CONTROL LAWS, ORDINANCES, AND REGULATIONS. 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 WATER 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 REGULATION OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT 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.

I HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREETS, ROADS AND ALLEYS, AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT , INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ALLEYS, PARKS AND PUBLIC GROUNDS WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. I/WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICE UNDER, ON, OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

DATED THIS ____ DAY OF _____, 2024.

SCOTT BLACKSTEN
OWNER

STATE OF: SOUTH DAKOTA)
COUNTY OF: DAVISON) :SS

ON THIS ____ DAY OF _____, 2024, BEFORE ME, _____, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED, SCOTT BLACKSTEN, 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 THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC, SOUTH DAKOTA

MY COMMISSION EXPIRES: _____

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 **TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, 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 BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** BE AND THE SAME IS APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER/DEP. 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 ____ DAY OF _____, 2024.

FINANCE OFFICER/DEP. FINANCE OFFICER

CERTIFICATE OF ROAD AUTHORITY

ACCESS TO _____ IS APPROVED. THIS ACCESS APPROVAL DOES NOT REPLACE THE NEED FOR ANY PERMITS REQUIRED BY LAW TO ESTABLISH THE PRECISE ACCESS LOCATION, INCLUDING PERMIT REQUIREMENTS SET FORTH IN ADMINISTRATIVE RULE OF SOUTH DAKOTA 70:09:01:02.

HIGHWAY OR STREET AUTHORITY

DATE

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

TRACT 1 OF BLACKSTEN ADDITION

IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2,
TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 24067
DATE: 04/25/2024

DRAWN BY: RDK
CHECKED BY: RDK
SHEET NO: 2 OF 3

TRACT 1 OF BLACKSTEN ADDITION

IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2,
TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, 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 **TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**, PREPARED BY ROBERT D. KUMMER, 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.

CHAIRMAN/VICE-CHAIRMAN OF DAVISON COUNTY PLANNING COMMISSION

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND THE FOREGOING) PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF _____, 2024.

COUNTY TREASURER/DEPUTY TREASURER
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I HEREBY CERTIFY THAT A COPY OF THE PLAT OF **TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, HAS BEEN RECEIVED BY ME AND FILED IN MY OFFICE.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
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 **TRACT 1 OF BLACKSTEN ADDITION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2, TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**, WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS ____ DAY OF _____, 2024.

CHAIRPERSON/VICE CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
DAVISON COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS ____ DAY OF _____, 2024, AT ____ O'CLOCK __.M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE ____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

AUDITOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, AND 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 PLAT.

AUDITOR/DEPUTY AUDITOR, DAVISON COUNTY, SOUTH DAKOTA

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

TRACT 1 OF BLACKSTEN ADDITION

IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 SW 1/4) OF SECTION 2,
TOWNSHIP 102 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 24067
DATE: 04/25/2024
DRAWN BY: RDK
CHECKED BY: RDK
SHEET NO: 3 OF 3



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:	May 20, 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 #R2024-35, Plat of Tract A and Tract B of Skinner's Addition		
Explanation/Background of Agenda Item Requested:	Plat of Tract A and Tract B of Skinner's Addition, in the SW 1/4 of Section 14, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Loren & Suzanne Skinner. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 05-13-24.		

RESOLUTION #R2024-35

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 13th day of May, 2024; and

WHEREAS, it appears from an examination of the PLAT OF TRACT A AND TRACT B OF SKINNER'S ADDITION, IN THE SW 1/4 OF SECTION 14, 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 A AND TRACT B OF SKINNER'S ADDITION, IN THE SW 1/4 OF SECTION 14, 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 20th day of May, 2024.

MAYOR

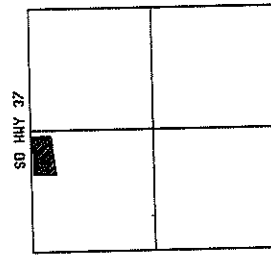
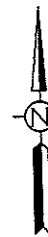
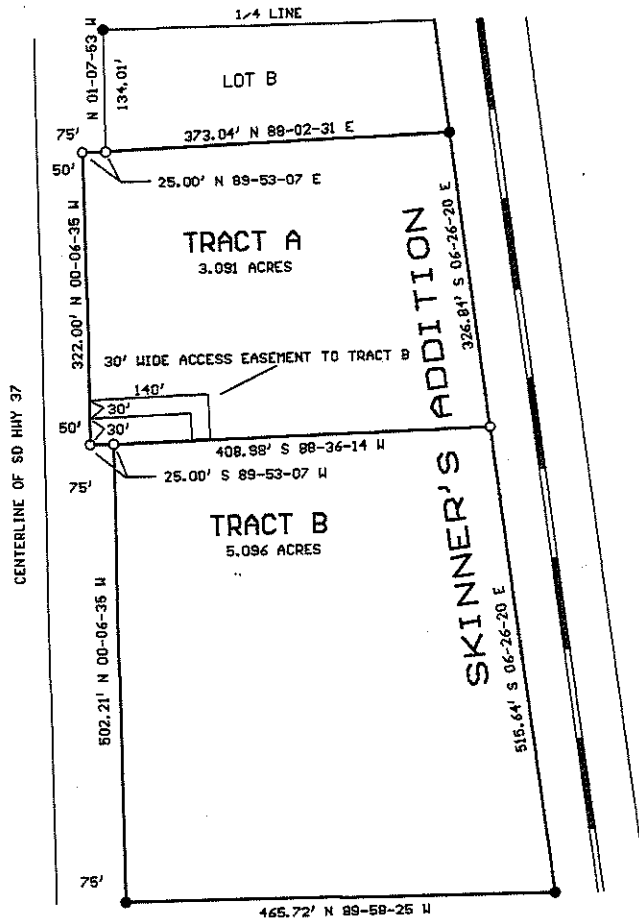
ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF TRACT A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

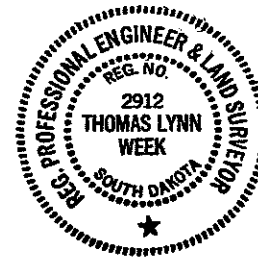
THIS PLAT VACATES THE PREVIOUSLY PLATTED LOT A IN THE SW1/4 OF SECTION 14, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.
RECORDED ON JANUARY, 6TH, 1969, IN BOOK 8, PAGE 52.



258TH STREET
SECTION 14, T102N, R60W

SCALE :

- FOUND PIPE
- SET 5/8" REBAR WITH CAP STAMPED TOM WEEK LS 2912



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNER, MADE A SURVEY OF TRACT A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE SET IRON PINS AS SHOWN AND SURVEY AND PLAT ARE CORRECT TO MY KNOWLEDGE AND BELIEF.

DATED THIS 30TH. DAY OF JANUARY, 2024.

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

CERTIFICATE OF STREET AUTHORITY

ACCESS TO SD HWY 37 IS APPROVED. THIS ACCESS APPROVAL DOES NOT REPLACE THE NEED FOR ANY PERMITS REQUIRED BY LAW TO ESTABLISH THE PRECISE ACCESS LOCATION, INCLUDING PERMIT REQUIREMENTS SET FORTH IN ADMINISTRATIVE RULE OF SOUTH DAKOTA 70:09:01:02.

DATED THIS _____ DAY OF _____, _____.

STATE HIGHWAY AUTHORITY

SHEET 1 OF 3

PREPARED BY:
TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
605-665-8333

PLAT OF TRACT A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

WE, LOREN L. SKINNER AND SUZANNE J. SKINNER, AS TRUSTEES OF THE LOREN L. SKINNER AND SUZANNE J. SKINNER JOINT TRUST DATED THE 25TH. DAY OF OCTOBER, 2019, DO HEREBY CERTIFY THAT THE LOREN L. SKINNER AND SUZANNE J. SKINNER JOINT TRUST, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF TRACT A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. THIS WAS PREVIOUSLY DESCRIBED AS LOT A AND THAT PART OF THE SW1/4 OF SECTION 14, LYING WEST OF LOT A, NORTH OF LOT H-3, EAST OF LOT H-1 AND SOUTH OF LOT H-2, ALL BEING IN T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

THAT THE ABOVE SURVEY AND PLAT WERE MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF TRACT A AND TRACT B, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

DATED THIS _____ DAY OF _____, _____.

LOREN L. SKINNER,
TRUSTEE

SUZANNE J. SKINNER,
TRUSTEE

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, _____, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED LOREN L. SKINNER AND SUZANNE J. SKINNER, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY AS TRUSTEES, 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 A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, 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 HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, 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 A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, 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 A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, 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 A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, 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 A AND TRACT B OF SKINNER'S ADDITION, IN THE SW1/4 OF SECTION 14, 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: _____

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS _____ DAY OF _____, _____.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER/DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, _____.

TREASURER/DEPUTY TREASURER DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, _____, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.



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:	May 20, 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 #R2024-36, Plat of Lots 1, 2, and 3, and Trudeau Court, all in Trudeau Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lots 1, 2, and 3, and Trudeau Court, all in Trudeau Addition in the East 1/2 of the SW 1/4 of the SE 1/4 of Section 3, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Ray & Rhonda Trudeau. Planning Commission motioned to approve; 4 aye, 0 nay, 3 absent. Motion carried. See Planning Commission Unsigned Minutes 05-13-24.		

RESOLUTION #R2024-36

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 13th day of May, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 1, 2, AND 3, AND TRUDEAU COURT, ALL IN TRUDEAU ADDITION IN THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., 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 1, 2, AND 3, AND TRUDEAU COURT, ALL IN TRUDEAU ADDITION IN THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

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 20th day of May, 2024.

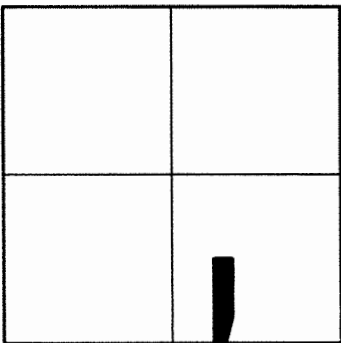
MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

SEC. 3, T 102 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
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- R = RADIUS
- L = ARC LENGTH

A PLAT OF LOTS 1, 2, AND 3, AND
TRUDEAU COURT, ALL IN TRUDEAU
ADDITION IN THE EAST 1/2 OF THE
SW 1/4 OF THE SE 1/4 OF SECTION 3,
T 102 N, R 60 W OF THE 5TH P.M.,
DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Raymond Trudeau and Rhonda Trudeau, as owners, and under their direction for purposes indicated therein, I did on or prior to April 22, 2024, survey those parcels of land described as follows: LOTS 1, 2, AND 3, AND TRUDEAU COURT, ALL IN TRUDEAU ADDITION IN THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct

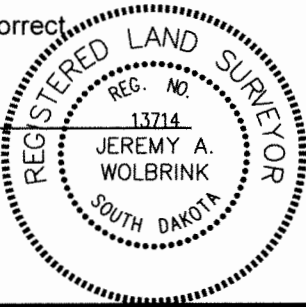
Dated this _____ day of _____, 2024.

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



OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Rhonda Trudeau

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

Notary Public, South Dakota
My Commission Expires:

Chairperson/Vice-Chairperson of Mitchell City Planning Commission

Finance Officer/Deputy Finance Officer of City of Mitchell

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 1, 2, AND 3, AND TRUDEAU COURT, ALL IN TRUDEAU ADDITION IN THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOTS 1, 2, AND 3, AND TRUDEAU COURT, ALL IN TRUDEAU ADDITION IN THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., 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 1, 2, AND 3, AND TRUDEAU COURT, ALL IN TRUDEAU ADDITION IN THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., 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

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 1, 2, AND 3, AND TRUDEAU COURT, ALL IN TRUDEAU ADDITION IN THE EAST 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this _____ day of _____, 2024.

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 of Davison County

CERTIFICATE OF HIGHWAY AUTHORITY

The location of the existing approach(es) is hereby approved. Any change in the location of the existing approach(es) shall require additional approval.

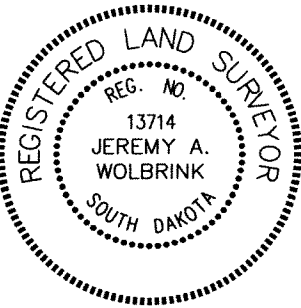
By: _____ Title: _____ Date: _____
Highway Authority

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 of Davison County

Date



& 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

