



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
July 1, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Trinity Lutheran**
- 4. Roll Call**
- 5. Oath of Office**
Magistrate Judge Donna Bucher to Issue of Office to Mayor Jordan Hanson and City Council Members-Dan Sabers, Kevin McCardle, Marty Barington, and Jeff Smith
- 6. Election of Officers**
 - A. President of City Council
 - B. Vice-President of City Council
- 7. Approval Of Consent Agenda Items**

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

 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Raffle Permits**
 - D. Surplus Items to be Sold on Purple Wave-Finance**
 - E. City of Mitchell Volunteer List**
 - F. Acceptance of 2024 SD DOH Regional Services Designation Grant**
 - G. Contingency Funding Request for Rec Center Pool Area HVAC Repairs**
 - H. Fireworks Permit Request for P&J Pyrotechnics 4th of July Display**
 - I. Change Order #3 to Top Grade Concrete, LLC for Concrete Schedule A Project #2023-04**
 - J. Approval of Gasoline & Fuel Quotes**
 - K. Pay Estimates**
 - L. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**

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

9. Citizens Input

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

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

A. Hearing and Action on an Application for Tor Tovsland-Variance Permit

Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

B. Hearing and Action on an Application for Mike Royston-Variance Permit

Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

C. Hearing and Action on an Application for Angie Moon-Conditional Use Permit

Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

D. Action to Set Date for Board of Adjustment Hearing 07-15-24

Darla Kummer has applied for a conditional use permit to operate a Family Residential Daycare; located at 1503 S Miller St, legally described as N 130' of Lot 16A, Block 16, Sunny Side Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

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

12. Hearing and action on the following Alcohol License Applications

a. On the application of the Palace City Lions for a Special Event Malt Beverage & SD Farm Wine License located at Hitchcock Park for July 27 & 28, 2024 for Arts in the Park

b. On the application to transfer RL-5758 Retail (On-Sale) Liquor License from Mitchell Steak Company LLC dba Whiskey Creek Wood Fire Grill, 909 East Spruce Street to Alfonso Rodriguez dba Puerto Vallarta, 905 East Spruce Street

13. Action to Approve Special Event Permit Application For Tour de Corn on Saturday,

August 17, 2024

- Street Closure
- Parking Lot Closure
- Parade Permit - with escort & closures

The Palace City Pedalers would ask for consideration from City Council to waive all the Special Event Permit and Park & Rec fees for this event. We are a non-profit entity where the proceeds of this ride are used to enrich bicycle riding in this community. We provide work and maintenance on the trails surrounding the lake. We are very proud to be an involved group in this community.

14. Action to Approve Special Event Permit Application For Corn Palace Festival on Tuesday, August 20 through Monday, August 26, 2024

- Street Closure(s)
- Parking Lot Closure(s)
- Noise Permit
- Consumption Permit

The event is requesting that all Special Event Permit and Park & Rec equipment fees be waived.

- 15. Action to Approve Office of Economic Development Administration Certificate as to Site, Rights-of-Way, and Easements**
- 16. Action to Approve Agreement #A2024-30, TIF 35 Developer Agreement**
- 17. Approve Agreement #A2024-31, Permanent Easement with Robert Young and Norman Schoenfelder for EDA Sidewalk for Jetty and Trail Project #2023-03**
- 18. Action to Approve Agreement #A2024-32, Proposed Engineering Services with SPN & Associates for Pickleball Courts Project #2023-14**
- 19. Approve Amendment #2 to Agreement #A2021-07, Construction Services with Infrastructure Design Groups Inc., (IDG) for Livesay Lane Utility Improvements**
- 20. Action to Approve Resolution #R2024-44, A Resolution Designating the City Administrator as the City Council's Representative for Union Negotiations & Labor Contract Issues**
- 21. Action to Approve Resolution #R2024-45, Creating Tax Increment District 36 and Approving Project Plan**
- 22. Action to Approve Resolution #R2024-46, Plat of Lot 4 of Iverson's Second Addition**
- 23. Action to Approve Resolution #R2024-47, Plat of Lot 58 of the Island First Addition**
- 24. Second Reading on Ordinance #O2024-05, Rezoning Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota; Northerly 13.6' of Lots 1-6, Block 1 & West ½ of**

vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota; Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota; West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota; All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District

25. Motion to Adopt Ordinance #O2024-05, Request Public Comment, Roll Call

26. 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**

**June 17, 2024
6:00 P.M.**

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

ABSENT:

PRESIDING: Mayor Bob Everson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council June 3, 2024
 - 2. Special City Council June 10, 2024
- b. Committee Reports
 - 1. Planning Commission May 28, 2024
 - 2. Planning Commission June 10, 2024 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (May)
 - 2. Finance (May)
 - 3. Building Permits (May)
 - 4. Police (May)
 - 5. Fire (May)
 - 6. Code Enforcement (May)
 - 7. Water (May)
- d. Raffle Permits
 - 1. Davison County Democrats with the drawing to be held October 28, 2024
 - 2. Mitchell Baseball Association with the drawing to be held August 8, 2024
 - 3. Ducks Unlimited with the drawing to be held October 3, 2024
- e. Special Event Application for the Corn Palace Stampede Rodeo & Chili Cook-Off on July 18-21, 2024
- f. Special Event Application for the Outkast Car Show on Saturday, September 21, 2024
- g. Volunteer Board Appointments
 - 1. Reappoint Jacob Sonne to the Planning Commission for a term of July 2024-June 2029
 - 2. Appoint Jay Schreurs to the Planning Commission for a term of July 2024-June 2029
- h. Change Order #2 for Pump Station and Ground Storage Reservoir Project #2020-20 increasing

the contract amount by \$10,533.00 to Rice Lake West, adjust contract amount to \$11,647,910.02

- i. Set date of July 1, 2024 for hearing and action on the following alcohol license applications:
 - 1. Palace City Lions Club for a Special Event Malt Beverage & SD Farm Wine License located at Hitchcock Park on July 27-28, 2024 for Arts in the Park
 - 2. Transfer RL-5758 Retail (on-sale) Liquor License from Mitchell Steak Company LLC dba Whiskey Creek Wood Fire Grill, 905 East Spruce Street to Alfonso Rodriquez dba Puerto Vallarta, 905 East Spruce Street
- j. Approval of Gas and Fuel Quotations

<u>Howes Oil Company</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
Unleaded Gas-10% ethanol	7,500	7,500	\$2.4815	\$18,611.25
Total Bid:				\$18,611.25

- k. Pay Estimates June 17, 2024
 - Pay Estimate #13 in the amount of \$975,506.54 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West
 - Pay Estimate #1 in the amount of \$116,375.00 for Firesteel Creek NAWCA Grant #2021-18 contracted to Rempfer Lake Patnership
 - Pay Estimate #27 in the amount of \$5,592.08 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering
 - Pay Estimate #23 in the amount of \$321,999.67 for North Wastewater Improvements #2021-31 contracted to PKG Contracting
 - Pay Estimate #10 in the amount of \$16,535.00 for Spruce Street Railroad Crossing #2021-39 contracted to Brosz Engineering
 - Pay Estimate #9 in the amount of \$30,640.00 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering
 - Pay Estimate #5 in the amount of \$2,336.80 for Lake Mitchell Jetty #2023-03 contracted to Shive-Hattery
 - Pay Estimate #4 in the amount of \$2,105.00 for East 5th-Burr to Foster Utilities #2024-02 contracted to Brosz Engineering
 - Pay Estimate #5 in the amount of \$7,810.00 for East 5th-Burr to Foster Utilities #2024-02 contracted to Brosz Engineering
 - Pay Estimate #4 in the amount of \$32,723.25 for Randall Regional Waterline #2024-07 contracted to Randall Community Water District
 - Pay Estimate #1 in the amount of \$251,250.00 for Asphalt/Concrete Crushing #2024-09 contracted to Zacharias Construction
 - Pay Estimate #2 in the amount of \$11,327.55 for Rock Chips #2024-10 contracted to Spencer Quarries
- l. 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 MAY 26, 2024 – JUNE 8, 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 \$14,400.25, Human Resources \$4,379.84, Municipal Building \$3,555.57, Information Technology \$3,286.77, Police \$75,794.86, Traffic \$5,580.46, Fire \$40,480.30, Street \$34,720.57, Public Works \$25,355.26, Cemetery \$8,563.80, Library \$18,686.62, Recreation & Aquatics \$25,479.17, Recreation Center \$18,020.22, Sports Complexes \$19,988.85, Ballpark Concessions \$1,181.28, Parks \$22,690.36, Supervision \$6,441.15, Corn Palace \$31,342.12, E911 \$24,535.56, Palace Transit \$32,118.70, JVCC \$2,231.16, Nutrition \$4,482.46, Airport \$2,768.24, Water Distribution \$16,518.86, Sewer \$15,904.51, Recycling Program \$7,876.53, Waste Collection \$7,603.33, Landfill \$11,483.84, Golf Course \$9,858.02, Campground \$2,544.00, Emergency Medical Services \$34,337.06

NEW HIRES:

CORN PALACE: Henry Beckstrom-\$11.20, Drew Bollinger-\$14.20, Reese Sievert-\$15.20

FIRE: Daniel Esh-\$24.811, Brendan Poore-\$20.669

GOLF: Jacob Marxhausen-\$12.70

RECREATION & AQUATICS: Ciara Blake-\$12.20, Kindra Clark-\$13.20, Elizabyth Clement-\$12.70, Rubiany Ferreira-Escalera-\$11.70, Kadence Halvorson-\$11.70, Olivia Huber-\$12.70, Nancy Leach-\$15.20, Kenna Magee-\$11.20, Jewel McGeough-\$12.70, Chaydon Metzger-\$13.20, Mallory Miedema-\$11.20, Kathleen Morgan-\$11.20, Alyssa Moschell-\$11.20, Avery Moschell-\$11.70, Christina Rystrom-\$12.20, Lori Schmidt-\$15.20, Kenna Soulek-\$11.70, Addisen Vander Wilt-\$11.70

RECREATION CENTER: Carver Denning-\$12.70, Andrew Kampmann-\$12.70, Ethan Lofgren-\$12.70, Ethan Plamp-\$12.70, Bella Russell-\$12.70

SPORTS COMPLEXES: Brenon Hanson-\$12.70, Rhett Marek-\$12.70

TRAFFIC: Gavyn Erickson-\$15.20

WASTE WATER: Connor Davis-\$20.363

SALARY ADJUSTMENTS:

E-911: Kathleen Brink-\$31.474

FINANCE: Jerilyn Mickelson-\$23.386

FIRE: Chad Cody-\$30.691, Zachary Dalrymple-\$30.691, Joel Reiter-\$21.082

PARKS: Tyler Vetch-\$26.336

POLICE: Bradley Buysse-\$40.675, Wyatt Hunt-\$27.934

PUBLIC WORKS: Debra Hanson-Sudbeck-\$30.251

TERMINATIONS:

AIRPORT: Michael Scherschligt

CORN PALACE: Gary Walton

WARRANTS: A&B Business Solutions, Supplies-\$4,731.13; A-Ox Welding Supply, Supplies-\$596.25; AAA Lawn Care and Maintenance, Service-\$650.00; Advance Auto Parts, Supplies-\$47.93; AFSCME Council 65, Union Dues-\$533.45; Agronomy Plus, Supplies-\$82.50; Alivia Siegel, Department of Health Program-\$15.00; Amazon Capital Services, Supplies-\$1,428.98; AT&T Mobility, Utilities-\$443.71; AT&T Mobility, Utilities-\$1,102.55; ATV Holdings, LLC dba Mitchell Telecom, Utilities-\$2,821.15; Automatic Building Control, Alarm Monitoring-\$300.00; Avera Queen of Peace, Supplies-\$233.97; B-Y Water District, Utilities-\$61,357.32; Baker & Taylor, Books-\$668.17; Barr Engineering, 2021-20 P.E. #PH2-27-\$5,592.08; Bechen Electric, Maintenance-\$247.91; Bender's Sewer Cleaning, Maintenance-\$400.00; Big Daddy D's, Contract Services-\$1,836.00; Broad Reach, Books-\$193.60; Brosz Engineering, 2021-39 P.E. #10-\$26,450.00; Buhl's Drycleaners & Linen, Maintenance-\$32.50; Butler Machinery, Supplies-\$279.19; Cadwell Sanford Deibert & Garry, Indoor Pool/Puetz-\$96.00; Center Point Large Print, Books-\$94.08; Century Link, Utilities-\$64.64; Chesterman, Supplies-\$977.90; CHS Farmers Alliance, Supplies-\$2,122.60; City of Mitchell, May 2024 Hotel Tax-\$636.00; CK Bicycles & Locks, Supplies-\$76.00; CMX Excavation, Maintenance-\$11,819.90; Coborns, Contract Services-\$786.50; Column Software, Advertising-\$356.71; Core & Main, Maintenance-\$1,720.00; Core-Mark Midcontinent, Supplies-\$17,764.71; Corporate Translation Service, Translation Services-\$180.99; County Fair, Contract Services-\$1,306.55; Creekside Veterinary Clinic, Supplies-\$100.90; Dakota Pump, Repairs-\$1,263.57; Darrington Water Conditioning, Rental-\$3.00; Davison County Treasurer, Supplies-\$15.00; Davison Rural Water Systems, Utilities-\$98.70; Department of Agriculture, Solid Waste-\$9,527.01; Department of Social Services, Child Support-\$633.69; Doug L Driggs, Repairs-\$4,182.00; Educate Station, Subscription-\$200.00; Elfstrand's Ace Hardware, Supplies-\$59.98; Fedex, Shipping-\$39.98; First Dakota National Bank, TID #20-Morris-\$9,429.17; Fisher Scientific, Supplies-\$1,211.31; Foreman Charters, Bus Trip-\$1,400.00; Gaylen's Gourmet Popcorn, Supplies-\$2,106.00; Grainger, Supplies-\$312.80; Guardian Alliance Technology, Background Checks-\$50.00; Hawkins, Supplies-\$9,896.28; Henry Schein, Supplies-\$620.25; Honda of Mitchell, Supplies-\$744.28; Ican, Advertising-\$725.00; Ingram Library Services, Books-\$334.71; Insurance Benefits, Liability-\$2,703.00; Intellipro Security, Supplies-\$10,807.15; Interstate Office Products, Supplies-\$218.10; James Valley Landscape Solutions, Supplies-\$324.04; Jones, Supplies-\$1,613.42; Jordon Sehnert, CDL Renewal-\$83.00; Karl's, Supplies-\$574.99; Krohmer Plumbing, Maintenance-\$362.25; Lakeview Veterinary Clinic, Supplies-\$974.95; Larry's I-90 Service, Supplies-\$1,019.83; Lighthouse Uniform, Supplies-\$2,695.60; M&T Fire and Safety, Supplies-\$2,907.00; Make it Mine Designs, Supplies-\$49.00; Maximum Promotions, Supplies-\$359.00; McLaury Engineering, 2022-26 P.E. #9-\$30,640.00; McLeod's Printing, Supplies-

\$272.44; Menard's, Supplies-\$1,083.93; Mettler Implement, Repairs-\$275.15; Michelle Bathke, Travel-\$216.46; Mid States Audio, Maintenance-\$1,443.93; Midamerica Books, Books-\$358.35; Midcontinent Communication, Advertising-\$1,494.00; Midwest Oil, Supplies-\$882.28; Midwest Turf & Irrigation, Supplies-\$90.35; Mike Carpentier, CDL Testing-\$150.00; Miner County Auditor, Alcohol Compliance-\$79.32; Mitchell Convention & Visitors, June 2024 Funding-\$20,800.00; Mitchell Iron & Supply, Maintenance-\$342.08; Mitchell School District, Sports Authority Promo-\$700.00; Mitchell United Way, United Way Deductions-\$173.00; Muth Electric, Repair-\$37,448.14; National Independent Health Club, Annual Membership-\$209.00; Northern Lake Service, Lab Tests-\$840.00; Northwestern Energy, Utilities-\$74,783.99; Office Advantage, Supplies-\$26.00; One Source The Background, Background Checks-\$698.00; Overdrive, Ebooks-\$466.12; Overtime, Contract Services-\$2,538.00; Penworthy, Books-\$588.85; Pepsi Cola, Supplies-\$8,148.07; Pkg Contracting, 2021-31 P.E. #23-\$321,999.67; Premier Pest Control, Maintenance-\$375.00; Qualified Presort, Postage-\$397.43; Randall Community Water District, 2024-7 P.E. #4-\$32,723.25; Rempfer Lake Partnership, 2021-18 P.E. #1-\$116,375.00; Rexwinkel Concrete, Maintenance-\$4,000.00; Rice Lake West, 2020-20 P.E. #13-\$975,506.54; Rion, Supplies-\$652.64; Rod Brown, Department Health Program-\$15.00; Rosemarie Hafner, Bus Refund-\$55.00; Runnings Supply, Supplies-\$655.60; S&M Printing, Advertising-\$74.80; Saga Communications of South Dakota, Advertising-\$939.10; Sally Moody, Hydrant Meter Deposit Refund-\$2,000.00; Sanford Health Mitchell, Supplies-\$155.00; Sanitation Products, Supplies-\$5,468.63; Santel Communications, Utilities-\$30.00; Schumacher Elevator, Service Call-\$996.00; South Dakota Police Chiefs', Supplies-\$544.35; South Dakota-Supplemental Retirement, Supplemental Retirement-\$2,894.50; South-Supplemental Roth 457, Roth 457 Contributions-\$1,787.50; Shannon Lerew, Department Health Program-15.00; Sherwin-Williams, Supplies-\$108.09; Shi International, License-\$531.90; Shive-Hattery, 2023-3 P.E. #5-\$2,336.80; Sign Solutions USA, Supplies-\$1,994.22; Spencer Quarries, 2024-10 P.E. #2-\$11,327.55; Standard Insurance, Life Insurance-\$422.74; Staples, Supplies-\$144.73; Sturdevants Auto Value, Supplies-\$2,477.24; Sun Gold Sports, Supplies-\$1,908.78; Teamsters Local No. 120, Union Dues-\$1,459.00; Tessier's, Supplies-\$211.60; Tessman, Supplies-\$2,486.20; The Dugout, Contract Services-\$2,019.00; Thomson Reuters-West, Subscription-\$824.82; Thune True Value & Appliance, Supplies-\$241.62; Titan Machinery-Mitchell, Supplies-\$3.03; TMA Stores, Supplies-\$34.30; Uline, Supplies-\$138.49; Upper Midwest Garage Door, Maintenance-\$903.06; UPS Store #4227, Postage-\$842.41; US Bank, Administration Charge-\$660.00; Van Wall Equipment, Supplies-\$939.79; Verizon Wireless, Utilities-\$796.82; Vern Eide Chevrolet GMC, Repairs-\$448.70; Vern Eide Ford, Supplies-\$336.88; Vestis, Supplies-\$151.41; Walmart/Capital One, Supplies-\$475.00; Wisconsin Child Support, Garnishment-\$395.58; Zacharias Construction, 2024-9 P.E. #1-\$251,250.00; The Safe Place of Eastern South Dakota. Grant #2021-106-CV-\$137895.93; US Bank-Bond Payments-\$245,411.17

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 commented that the city was busy this past weekend with baseball, tennis, and golf tournaments.

Council Member Tim Goldammer wished everyone a Happy Father's Day! and noted that he stopped out at the new rodeo grounds this past weekend and it looks fantastic and cannot wait to attend.

Council Member Susan Tjarks is very excited that 3rd & Main is open. Public Works Director Joe Schroeder stated that the work on Main and Railroad will begin in August.

Mitchell resident, Mike Vehle and Joe Kippes, representing Friends of Firesteel, thanked Mayor Everson for all of his work since 2018 and for his commitment to the lake and finding a solution to the problem.

Council Members Kevin McCardle, Jeff Smith, and Marty Barington thanked Mayor Everson for his last 6 years, bringing professionalism to City Hall, and leaving on a positive note. Barington also presented Mayor Everson with a key to the City.

RESOLUTION:

Moved by Tjarks, seconded by Smith, to approve Resolution #R2024-43, a Resolution Approving Honoric Naming of City Land, as follows:

RESOLUTION #R2024-43

Honorific Naming of City Land

WHEREAS, the Mitchell City Council adopted a Naming policy for the City of Mitchell in Resolution R2018-12;

WHEREAS, the Naming Policy allows the City Council to approve honorific naming for City land, facilities, and amenities if approved by resolution and adopted with a majority vote of the Council;

WHEREAS, John & Linda McLeod have made significant contributions in enhancing the quality of life and well-being of the City in the improvements made at Lake Mitchell including:

- Coordination of volunteers to implement the forestry plan as adopted by the Park & Recreation Board;
- Donation & planting of new trees at Lake Mitchell;
- Building & grounds improvements made to the Sportsman's Club; and &
- Building & grounds improvements made to the Day Camp.

WHEREAS, the City Council believes these contributions are significant, and warrant the honorific naming in honor of those contributions;

WHEREAS, according to the Policy outlined in Resolution R2018-12, honorific namings are in place for fifteen years from the date of the passage of the approving resolution;

NOW THEREFORE, BE IT RESOLVED that the area between the Sportsman's Club and the Pre-Historic Indian Village as shown in the enclosed map be named the John & Linda McLeod Park in honor of the contributions made by the McLeods to Lake Mitchell and the Mitchell Community.

Motion carried and resolution declared duly adopted.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Zion Lutheran Church for a signage variance for maximum total square feet of signage of 40 square feet vs 16 square feet located at 601, 605, and 611 East 4th Avenue (620 East 3rd Avenue existing church address), legally described as Lots 5-7, Block 32, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application. Moved by McCardle, seconded by Barington, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Terry Rietveld for a variance for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet located on the lot between 84 and 92 South Harmon Drive, legally described as Lot 2, Block 4, 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 Sabers, seconded by Barington, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Arlen Schuh for a conditional use permit for self-service storage facility with varying compartment sizes located at 1910 North Foster, legally described as W 425' of N 240.42' of Lot A-2 except S 105' all in Skyline Estates in the NW ¼ of Section 14, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The property is zoned R4 High Density Residential District. The Planning Commission recommended approval of said application. Moved by McCardle, seconded by Sabers, to approve said application. Motion carried.

Moved by Goldammer, seconded by Barington, to set date for July 1, 2024 on the application of Tor Tovsland for a variance for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet located at 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Goldammer, seconded by Sabers, to set date for July 1, 2024 on the application of Mike Royston for a front yard variance of 17' vs 25' to build a 16' x 26' attached garage located

at 412 South Iowa, legally described as Lot 9A and South 20' of Lot 10A, Block 22, Railroad Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Smith, seconded by Tjarks, to set date for July 1, 2024 on the application of Angie Moon for a conditional use permit to operate a family residential daycare located at 1024 Palmer Place, legally described as Lot 2 & West 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. Motion carried.

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

HEARING:

It was advised that this is the date and time set for hearing on the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall on July 6, 2024 for a wedding. Notice of hearing has been given and affidavit of publication is on file. Moved by Goldammer, 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 the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall on July 27, 2024 for a fundraiser. Notice of hearing has been given and affidavit of publication is on file. Moved by Goldammer, seconded by Barington, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of the Corn Palace Stampede Inc. for a Special Event Liquor License located at 6320 North Ohlman Street on July 18-21, 2024 for the Corn Palace Stampede Rodeo. Notice of hearing has been given and affidavit of publication is on file. Moved by McCardle, seconded by Goldammer, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Smith, seconded by McCardle, to approve the Special Event Application for Mitchell Open Disc Golf Tournament on Saturday, July 20, 2024 with no waiver of fee. Motion carried.

Moved by Smith, seconded by Tjarks, to approve the Special Event Application for The 437 Project on Saturday, September 21, 2024 with the permit fee waived as requested. Motion carried.

Moved by McCardle, seconded by Barington, to approve the Cadwell Press Box contingency funding request in the amount of \$16,257.82. Motion carried.

Moved by McCardle, seconded by Tjarks, to approve the purchase of two Ford transit vans from South Dakota federal Surplus with the City's local match in the amount of \$9,620.00. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve Agreement #A2024-25, Tornado Room at Lake Mitchell Campground Design Services with Larry Jirsa, AIA Architect in the amount of \$48,990.00. Motion carried.

Moved by Smith, seconded by Goldammer, to approve Agreement #A2024-28, Fuel Tax Funds Financial Assistance Agreement AP0037-2024 for 2024 with the South Dakota Department of Transportation. Motion carried.

Moved by Sabers, seconded by Bathke, to approve Agreement #A2024-29, MLC Addition Special Assessments with SPN & Associates in the amount of \$23,500.00. Motion carried.

HEARING:

It was advised that this is the date and time set for hearing on improvements to the City's wastewater treatment facility. Public Works Director Joe Schroeder reviewed the details of the project. The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Clean Water State Revolving Fund Program. The City is seeking up to \$13,000,000.00 from the program, the expected loan term is 30 years at 3.75%.

RESOLUTIONS:

Moved by Barington, seconded by Tjarks, to approve the additional funds request application and Resolution #R2024-38, Authorizing Application to State of South Dakota State Revolving Fund, as follows:

RESOLUTION #R2024-38

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS the **City of Mitchell** (the "City") has determined it is necessary to proceed with improvements to the city's wastewater treatment facilities (the "Project"); and

WHEREAS the City has received funding for the project from the South Dakota Board of Water and Natural Resources; and

WHEREAS the City has determined that additional financial assistance will be necessary to undertake the Project and an application for the additional financial assistance to the South Dakota Board of Water and Natural Resources is being prepared; and

WHEREAS it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed **\$13,000,000** to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Motion carried and resolution declared duly adopted.

AWARD BID:

Bids were opened and read on South Wastewater Treatment Plant Phase II Project #2022-01 on the 30th day of May, 2024. Moved by Sabers, seconded by Tjarks, to award contingent on DANR approval, as follows:

**SOUTH WASTEWATER TREATMENT PLANT-PHASE II
PROJECT #2022-01**

John T. Jones Construction Company, 2213 7th Ave. N., Fargo, ND 58102

Bid Schedule A	\$30,036,000.00
Alternate 1	\$ 986,500.00
Alternate 3	\$ 306,250.00

First Rate Excavate, Inc., 1509 East 39th St N, Sioux Falls, SD 57104

Bid Schedule B	\$ 619,478.00
----------------	---------------

Motion carried.

RESOLUTIONS:

Moved by McCardle, seconded by Sabers, to approve Resolution #R2024-40, Plat of Tracts 1, 2, 3 and 4 in Lot 1-A, Block C of Westview Addition in the SE ¼ of Section 20, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota, as follows:

RESOLUTION #R2024-40

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 10th day of June, 2024; and

WHEREAS, it appears from an examination of the PLAT OF TRACTS 1, 2, 3 AND 4 IN LOT 1-A, BLOCK C OF WESTVIEW ADDITION IN THE SE 1/4 OF SECTION 20, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said 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 TRACTS 1, 2, 3 AND 4 IN LOT 1-A, BLOCK C OF WESTVIEW ADDITION IN THE SE 1/4 OF SECTION 20, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2024-41, Plat of Lot AB, Block 1 of Lakeridge Addition, a subdivision of Irregular Tract No. 1 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota, as follows:

RESOLUTION #R2024-41

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 10th day of June, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT AB, BLOCK 1 OF LAKERIDGE ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 1 IN THE NW 1/4 OF SECTION 10, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT AB, BLOCK 1 OF LAKERIDGE ADDITION, A SUBDIVISION OF IRREGULAR TRACT NO. 1 IN THE NW 1/4 OF SECTION 10, T 103 N, R 60 W OF THE 5TH P.M., CITY

OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

HEARING:

It was advised that this is the date and time set for hearing on creation of the Davison County Regional Railroad Authority. City Administrator Stephanie Ellwein opened the hearing for public comment. Mitchell resident, Steve Sibson, spoke against the creation of the regional rail authority. Davison County Commissioner John Claggett, also commented on the creation of the regional rail authority and its benefits. There were no other comments, Ellwein closed the hearing.

RESOLUTIONS:

Moved by Goldammer, seconded by Tjarks, to approve Resolution #R2024-42, A Resolution Authorizing an Agreement to Create the Davison County Regional Railroad Authority, Appointing Initial Members, and Authorizing the Execution Thereof, as follows:

RESOLUTION #R2024-42

A RESOLUTION AUTHORIZING AN AGREEMENT TO CREATE THE DAVISON COUNTY REGIONAL RAILROAD AUTHORITY, APPOINTING INITIAL MEMBERS, AND AUTHORIZING THE EXECUTION THEREOF.

WHEREAS, a public hearing was held June 17, 2024, after public notice thereof was published in the official newspaper of the City on May 29, 2024; and

WHEREAS, the public was given opportunity to give public comment on the creation of a rail authority; and

WHEREAS, the City finds and does hereby declare it necessary for the creation of a rail authority.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota (the "City"), as follows:

1. Authorization of Agreement. The City does hereby authorize the execution of an agreement by and between the City of Mitchell and Davison County in substantially the form on file with the finance officer and open to public inspection.

2. Authorization of Officers. The Mayor and Finance Officer are authorized to take such action as they deem necessary to carry out the intent of this resolution, including but not limited to the execution of the agreement described herein.
3. Designation of persons representing City. The following individuals are appointed as the initial representatives of the City to act as commissioners under the agreement:
 - a. Jeff Smith
 - b. Mike Bathke
 - c. Mike Lauritsen

Motion carried and resolution declared duly adopted.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Smith, to approve Transfer of Entitlements in the amount of \$260,000.00 to the State of South Dakota Department of Transportation and to authorize contingency funds for the city's contribution in the amount of \$15,000.00. Motion carried.

ORDINANCE:

Moved by Goldammer, seconded by Sabers, to place Ordinance #O2024-05, Rezoning of Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota; Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota; Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota; West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota from R2 Single Family Residential District to TWC Transportation, Warehousing and Commercial District on first reading. Motion carried.

EXECUTIVE SESSION:

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

Mayor Everson declared the board out of executive session at 7:59 p.m. and the City Council to reconvene in regular session at 8:00 p.m.

ADJOURN:

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



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission
City Council Chambers, City Hall, 612 N. Main Street
June 10, 2024

1. Call to Order

Chairperson Larson called the June 10, 2024 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Doescher, Genzlinger, Havlik, Larson, Osterloo, Schmitz, Sonne.

Absent: Jirsa.

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: May 28, 2024

Motion by Havlik, seconded by Osterloo to approve the proposed minutes of the May 28, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: June 24, 2024

Motion by Schmitz, seconded by Genzlinger to set the date for the next Planning Commission Meeting for June 24, 2024. All present voting aye; motion carried.

7. Rezone Hearing and Recommendation: Muth Properties LLC and Puetz Realty LLC

Muth Properties LLC and Puetz Realty LLC has requested the following lots be rezoned:
Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said
Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of
Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated
Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H.
Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were two letters returned in favor that made the packet and one in favor that did not make the packet. The applicants were present to answer questions.

Jenniges said this rezone came to light because Muth Properties is listing their property for sale and part of it is zoned R2 and part is zoned TWC. After doing some research there are some old maps that have all their property as TWC and some like it currently is. Puetz Realty LLC has the same issues with some old maps being different from what it is currently zoned. The zoning map was codified in 2012, so that is the map of record that has to be used. The Comprehensive Plan has these locations listed as Heavy Commercial/Transportation/Warehousing/Utilities.

Schmitz questioned if changing the zoning would affect any property tax? Jenniges said the zoning is separate from the county's taxing, he said he figured it was already being taxed as a commercial property and not a residential property.

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

8. Variance Permit: Zion Lutheran Church

Zion Lutheran Church has applied for a Variance Permit for maximum total square feet of signage of 40 square feet vs 16 square feet. This is located at 601, 605 and 611 E 4th Ave (620 E 3rd Ave existing church address), legally described as Lots 5-7, Block 32, Cooley & Guernsey Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were two letters returned in favor that made the packet and one letter opposed to a sign on 4th Ave. The applicant was not present to answer questions.

Jenniges stated the existing monument sign on the south side of the alley will be removed and the new freestanding pole sign will be placed on the north side of the alley.

Motion by Schmitz, seconded by Osterloo to recommend approval of the variance. Roll call vote: Genzlinger – nay, Havlik – aye, Jirsa – absent, Larson – aye, Osterloo – aye, Schmitz – aye, Sonne – aye. 5 aye, 1 nay, 1 absent; motion carried.

9. Conditional Use Permit: Arlen Schuh

Arlen Schuh has applied for a conditional use permit for self-service storage facility with varying compartment sizes; located at 1910 N Foster St, legally described as W425' of N240.42' of Lot A-2 Ex S 105' all in Skyline Estates in the NW ¼ of Section 14, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were no letters returned. The applicant was present to answer questions.

Jenniges stated the applicant came for a building permit and upon research, they are over 2,000 square feet allowed for accessory buildings within the R4 District but there is actually no primary permitted use building. So, it was decided this is actually a self-storage facility since he is renting out space to people for storage and a CUP should be approved prior to any other building permits being approved.

The applicant presented a photo of the 40' x 40' building he would like to move from Dakota Fest grounds to use for storage.

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

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

10. Variance Permit: Terry Rietveld

Terry Rietveld has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located on the lot between 84 and 92 S Harmon Dr, legally described as Lot 2, Block 4, 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 were 2 letters returned in favor that made the packet and one in favor that did not make the packet. The applicant was present to answer questions.

Jenniges stated the applicant is removing one of the existing buildings and would like to build a new accessory building to fit his RV.

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

11. Plat: Volesky Properties LLC

Plat of Tracts 1, 2, 3 and 4 in Lot 1-A, Block C of Westview Addition in the SE 1/4 of Section 20, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area. The applicant would like to subdivide an existing parcel into 4 smaller lots to build contractor's shops and storage area which is permitted within

TWC. All proposed lots meet lot size and width requirements for TWC. 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. Plat: Ethan Coop Lumber

Plat of Lot AB, Block 1 of Lakeridge Addition, a subdivision of Irregular Tract No. 1 in the NW 1/4 of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area. This plat is following the master plan, they are just combining two of the proposed lots from the master plan. The applicant was not present to answer questions.

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

13. Other Business:

None.

14. Public Input:

None.

15. Adjourn

Chairperson Larson adjourned the meeting at 12:22 P.M.



Jay A. Larson
Planning Commission Chairperson



Planning Commission
City Council Chambers, City Hall, 612 N. Main Street
June 24, 2024

1. Call to Order

Chairperson Larson called the June 24, 2024 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

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

Absent: Havlik

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

3. Declaration Of Conflicts Of Interests

Sonne items #10 and 12.

Jirsa Item #10.

4. Approve Agenda

Motion by Schmitz, seconded by Genzlinger to approve the proposed agenda. Roll call vote:

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

5. Approval of Previous Minutes: June 10, 24

Motion by Sonne, seconded by Osterloo to approve the proposed minutes of the June 10, 2024, 2024 Planning Commission Meeting. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

6. Schedule Next Meeting: July 8, 2024

Motion by Schmitz, seconded by Genzlinger to set the date for the next Planning Commission Meeting for July 8, 2024. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

7. Conditional Use Permit: Angie Moon

Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is

zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were three letters that made the packet, two in favor and one with traffic concerns. There were also three letters that were returned in favor that did not make the packet but had no comments. The applicant was not present to answer questions.

Jenniges said she has operated a family residential daycare on Quiett Lane for a number of years and there have been no issues, she is just moving to a new location.

Genzlinger asked if an inspection has been completed, which was answered it has not, but they are working to set up a time.

Motion by Sonne, seconded by Genzlinger to recommend approval of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – aye, Sonne – aye. 6 aye, 0 nay, 1 absent; motion carried.

8. Variance Permit: Tor Tovsland

Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

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

Jirsa stated the applicant could build under 2,000 total square feet and not require a variance.

Osterloo questioned if there were any other sheds like this in the neighborhood, where looking at GIS there are only smaller garden sheds. He also questioned how much room there was between the house and the property line, which from GIS shows about 14' there, but Jenniges iterated that is not an official measurement. It would be the applicant's responsibility to make sure he is not trespassing or has an easement from the neighbor to drive on the neighbors' property.

The applicant stated he would put siding on to match the house and shingle the roof. His plan is to work on a couple of cars at a time over a couple-year period.

Sonne questioned if the applicant was going to improve the driveway all the way back to the shed, and was answered he would just drive on the grass.

Corrine Larson is a neighbor to this property and believes the new shed will block the view for everyone. Also, there is no alley to get in there and not enough room for emergency vehicles. She highly objects to this.

Motion by Genzlinger, seconded by Sonne to recommend approval of the variance. Roll call vote: Genzlinger – nay, Havlik – absent, Jirsa – nay, Larson – nay, Osterloo – nay, Schmitz – nay, Sonne – nay. 0 aye, 6 nay, 1 absent; motion failed.

9. Variance Permit: Mike Royston

Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located at 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one letter that made the packet that was in favor. There were also three letters that did not make the packet, two in favor and one opposed but had no comments. The applicant was present to answer questions.

The applicant stated the recently purchased the house and a relator told them they could build an attached garage. His wife has some health issues and would like to have the attached garage so she doesn't have to go into the elements. They are requesting the variance because there is only one window on the north side of the house, and they do not want to lose that. The existing house sits at 23' vs the 25'. The proposed garage would stick past the house 6' and there would be 4' on the north side to the wall or 3' to the overhang.

Hegg confirmed that a relator could have told them correctly that they could build an attached garage if it met setbacks, otherwise a variance would be required.

Osterloo questioned if they would ever park in the driveway, noting that there is no sidewalk there now, but it could be in the future and have the potential to block the sidewalk.

Schroeder noted Public Works staff would prefer it to be 20' for the reason of not blocking the sidewalk in the future and having to have PD involved in citations or asking them to move the vehicle.

Carroll and Sandra Twedt live next door and object to the variance but would have no issues if the garage was built to code and setbacks. They have concerns about water and snow issues created from the proposed garage variance setback. They also believe the garage will be used for a business, not for Mike's wife to park in.

Motion by Schmitz, seconded by Sonne to recommend approval of the variance. Roll call vote: Genzlinger – nay, Havlik – absent, Jirsa – nay, Larson – nay, Osterloo – nay, Schmitz – nay, Sonne – nay. 0 aye, 6 nay, 1 absent; motion failed.

10. Plat: Iverson Chrysler Center Inc

Plat of Lot 4 of Iverson's Second Addition, a subdivision of Lot 1-C within Lot C, formerly a portion of Irregular Tract No. 4A in the South 1/2 of Section 22, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges noted this meets zoning lot requirements for Highway Business. The plat is the first step towards the future development of the property. There are some city utility easements on the plat. SD DOT has been contacted about the existing approach and possibly widening it.

They have no concerns. The applicant was present to answer questions.

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

11. Plat: Maui Farms Inc

Plat of Lot 58 of the Island First Addition, a subdivision of the SE 1/4 of Section 31, T 104 N, R 60 W of the 5th P.M. and Tract A in the NE 1/4 of the NE 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M., All in the City of Mitchell, Davison County, South Dakota.

Jenniges noted this meets zoning requirements for Urban Development. They are platting off the existing park. The applicant was present to answer questions.

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

12. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #36

Jenniges gave a brief overview of the location of the two developments and the ROW joining them into TIF 36. He noted South Lake is zoned RL and consists of 37 lots and Ridge View on Foster is zoned R3 and R4 and consists of 32 lots.

Johnson stated that this TIF functions like the recent TIF's that have been approved and is a grant pass through and does not go against the city's constitutional debt. The developer is responsible for paying back any shortages should any arise. The two developments are linked into one TIF because they need each to function together to make the TIF work. There are other grants for each of the development areas as well. The TIF review committee reviewed the project and requested revisions and answers to questions which were provided in the final project plan submitted.

Genzlinger questioned if there could be any legal challenges to the boundaries like this one, to which Johnson answered he does not believe so.

Osterloo questioned if both developments would be built at the same time. Johnson noted the different grants that have been applied for to help with the two developments. Also, any work to be reimbursed must be completed within the first 5 years of the TIF.

Ellwein noted that if the projects aren't built out as shown, it would affect the amount of reimbursement the developer would be able to collect back. This is considered workforce housing. An annual audit is required for the TIF before funds are distributed back to the developer.

Skyler Mickelson from Morgan Theeler was available to answer any questions the board had.

Terry Sabers, President of MAHI, stated they have built 3 houses in the past three years and are in the process of building three more. There is a shortage of housing in Mitchell. There will be 37 single family residential units at South Lake and 32 at Ridge View on Foster. The

new soybean plant will require 60–70 workers and they need housing. There are an additional 17 houses in Ridge View on Foster that MTC will build on outside the TIF. He estimates it would cost \$75k to sell each lot without the TIF for the infrastructure that is being placed in there and they plan to sell 61 lots for \$25k each. They are looking to build and sell houses around the \$250K. Jenniges noted the project plans call for housing purchase prices being up to \$370k. Ellwein noted there are 29 houses at \$370k, 5 houses at \$340K, 21 houses at \$330k and 14 houses at \$300k listed in the project plan. Sabers said what they sell for vs what they are appraised at could be different values.

Motion by Genzlinger, seconded by Schmitz, to set the boundaries for TIF District #36 to include the following:

LOTS 3 THROUGH 6, BLOCK 14, AND VACATED ALLEY ABBUTTING, AND LOTS 8 THROUGH 10, BLOCK 15, AND VACATED ALLEY ABBUTTING, OF INDIAN HEAD THIRD ADDITION TO THE CITY OF MITCHEL;

LOTS 22 THROUGH 46, BLOCK 5 AND LOTS 1 THROUGH 5, BLOCK 6 OF SOUTH LAKE ESTATES SUBDIVISION TO THE CITY OF MITCHELL;

THAT PORTION OF SOUTH HARMON DRIVE R-O-W THAT ALIGNS WITH DAKOTA AVENUE R-O-W EXTENDED;

THAT PORTION OF DAKOTA AVENUE R-O-W LYING BETWEEN THE WESTERLY R-O-W OF SOUTH HARMON DRIVE AND THE EASTERLY R-O-W OF INDIAN HEAD DRIVE;

THAT PORTION OF INDIAN HEAD DRIVE R-O-W THAT ALIGNS WITH THE NORTHERLY R-O-W OF DAKOTA AVENUE AND EXTENDS TO THE NORTH PROPERTY LINE OF BLOCK 15 OF INDIAN HEAD THIRD ADDITION; THENCE WESTERLY CONTINUING ALONG AND INCLUDING THAT PORTION OF INDIAN HEAD DRIVE R-O-W TO THE INTERSECTION OF THE EAST R-O-W OF NORTH OHLMAN STREET;

THAT PORTION OF NORTH OHLMAN STREET R-O-W WITHIN CITY LIMITS FROM A POINT THAT IS PERPENDICULAR TO THE NORTH PROPERTY LINE OF LOT 46, BLOCK 5 OF SOUTH LAKE ESTATES SUBDIVISION, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF INDIAN VILLAGE ROAD;

THAT PORTION OF INDIAN VILLAGE ROAD R-O-W LYING BETWEEN THE EAST R-O-W OF NORTH OHLMAN STREET AND THE NORTH R-O-W OF WEST 23RD AVENUE;

THAT PORTION OF WEST / EAST 23RD AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF INDIAN VILLAGE ROAD, THENCE EAST TO A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH KIMBALL STREET;

THAT PORTION OF NORTH KIMBALL STREET R-O-W FROM A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF EAST 23RD AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE;

THAT PORTION OF EAST 11TH AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH KIMBALL STREET, THENCE EAST TO A POINT THAT ALIGNS

WITH THE WEST R-O-W OF NORTH FOSTER STREET;

THAT PORTION OF NORTH FOSTER STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF NAGLE LANE;

THAT PORTION OF NAGLE LANE R-O-W FROM A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH FOSTER STREET, THENCE EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH CALHOUN STREET;

THAT PORTION OF NORTH CALHOUN STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF NAGLE LANE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF BRIDLE DRIVE;

ALL OF PEACE PLACE R-O-W LOCATED BETWEEN NAGLE LANE R-O-W AND EAST 8TH AVENUE R-O-W;

ALL OF NURSIA DRIVE R-O-W LOCATED BETWEEN NAGLE LANE R-O-W AND PEACE PLACE R-O-W; and

LOT 6, BLOCK 1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; AND LOTS 1 THROUGH 13, BLOCK 5-A; ALL IN RIDGE VIEW ON FOSTER ADDITION TO THE CITY OF MITCHELL.

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

Motion by Genzlinger, seconded by Osterloo to approve the project plan and recommend approval of TIF District #36. Roll call vote: Genzlinger – aye, Havlik – absent, Jirsa – aye, Larson – aye, Osterloo – aye, Schmitz – aye, Sonne – abstain. 5 aye, 0 nay, 1 abstain and 1 absent; motion carried.

13. Other Business:

Jenniges announced this would be Jay Larson's last meeting on Planning Commission. He was appointed to the board on June 14, 1984. Jenniges thanked him for his years of service and invited him to the July 8, 2024, meeting in recognition of his 40 years of service. He agreed.

Larson stated these boards are at the pleasure of the mayor, and he has been appointed by a lot of mayors and thanked them for that. He has served on many different boards and feels this current board is one of the best he has sat on. He has been chair of this board for many years and thanked the members for that.

Mayor Everson thanked Larson for his years of service and the years they sat on Planning Commission together.

14. Public Input:

None.

15. Adjourn

Chairperson Larson adjourned the meeting at 12:45 P.M.

Jay A. Larson
Planning Commission Chairperson

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 6-18-24

Organization: 301 Rodz

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: KayLynn Bren

Address: 508 E Ash Ave Mitchell

Phone #: 605 770 0511

Email: the301rodz.sd@outlook.com

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

Dates of Ticket Sales: 9-21-24

Date of Raffle Drawing: 9-21-24

Value of Raffle Prize: 50/50 tickets: 1 for \$100, 5 for \$500, arms length \$2000

Proceeds Benefitting: Pink ladies & Mitchell Animal Rescue

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

Date Received: 6-18-24

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 6-25-2024

Organization: Mitchell Arts in the Park

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: Jordan Hanson

Address: 5724 island Court, Mitchell SD

Phone #: 605-999-2975

Email: jordan@firesteelcapital.com

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

Dates of Ticket Sales: July 26-28th 2024

Date of Raffle Drawing: July 28th 2024

Value of Raffle Prize: multiple items valued less than \$2000 each

Proceeds Benefitting: Mitchell Arts in the park

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

Date Received: 6-25-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer: _____

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 6-25-2024

Organization: Mitchell Arts in the Park

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: Jordan Hanson

Address: 5724 Island Court, Mitchell SD

Phone #: 605-999-2975

Email: jordan@firesteelcapital.com

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

Dates of Ticket Sales: July 26-28th 2024

Date of Raffle Drawing: Bingo July 26-28th 2024

Value of Raffle Prize: less than \$50 per game

Proceeds Benefitting: Mitchell Arts in the park

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

Date Received: 6-25-2024

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:	July 1, 2024	Requested By:	Michelle Bathke
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Surplus Items to be Sold on Purple Wave-Finance		
Explanation/Background of Agenda Item Requested:	Fax Machine		

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:	July 1, 2024	Requested By:	Elizabeth Kitchens
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	City of Mitchell Volunteer List		
Explanation/Background of Agenda Item Requested:	Alivia Siegal Kevin Thurman Mark Hieb Thomas Brown Tom Fridley Josh Starzman Grant Lanning Roxy Larson Pam Wolff Charles Wolff David Thompson Marlene Schafer Glenn Lambert George Breidenbach Joan Heemstra John Heemstra Diane Kenkel Donna LaFortune JoAnn Moeller Joan Selfridge Pat Trode		

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:	July 1, 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:	Acceptance of 2024 SD DOH Regional Services Designation Grant		
Explanation/Background of Agenda Item Requested:	The Fire/EMS department would like acceptance of \$94,982.70 from the SD Department of Health Regional Designation grant. These funds would be used to purchase the following training equipment; 3 full-size mannequins (adult, child, trauma), 1 airway head, 1 anatomical mannequin, 1 tablet (plus 3 year software agreement) to run mannequins, and the LLEAP license for all mannequins. By having this equipment, we are hoping to be a training hub for everyone in our district. The total cost of this grant would be 100% funded by the State.		

600 East Capitol Avenue | Pierre, SD 57501 P605.773.3361 F605.773.5683



Division of Administration

June 5, 2024

Mitchell Regional Ambulance Service
Dan Pollreisz
201 West 1st
Mitchell, SD 57301

RE: Subrecipient Agreement between the South Dakota Department of Health and Mitchell Regional Ambulance Service

Dear Subrecipient:

On behalf of the South Dakota Department of Health (SDDOH), the Office of EMS & Trauma is pleased to welcome you as a subrecipient and collaborator on the above referenced sponsored project. The SDDOH is responsible for the programmatic and financial monitoring of their subrecipients receiving federal pass through dollars.

In addition to the proposed contract, this welcome package provides important information and documentation that is critical to the successful administration and fiscal management of this subrecipient agreement. The documents enclosed are:

- The proposed subrecipient agreement between your organization and the SDDOH. The agreement contains all relevant budgetary, programmatic, administrative, and financial information, terms and conditions, and reporting requirements.
- A sample Invoice which your organization may use as a template for billing the SDDOH for reimbursement of project expenses. If you opt not to use this template, please ensure your invoice includes all the same information provided in the template.
- A Subaward Closeout report which will be completed by your organization and sent in upon completion of the period of performance and submission of the final invoice.
- Power Point Presentation, "What to Expect as a Dept of Health Subrecipient".

At your earliest convenience, please review and DocuSign the attached agreement. DocuSign will automatically move the document through the signature process, and you will receive a fully executed copy electronically once all signatures have been obtained. If you have any questions or concerns regarding the agreement, please contact the State contact listed on the signature page.

We look forward to working with you in facilitating a fruitful and productive collaboration.

Sincerely,

Marty Link
Office of EMS and Trauma

<u>2</u>	<u>4</u>	<u>S</u>	<u>C</u>	<u>0</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
----------	----------	----------	----------	----------	----------	-----------	-----------	-----------	-----------

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF HEALTHCARE ACCESS
Sub-Recipient Agreement
Between**

Mitchell Regional Ambulance Service 201 West 1st Mitchell, SD 57301	South Dakota Department of Health Division of Healthcare Access Office of EMS and Trauma 600 East Capitol Avenue Pierre, SD 57501-2536 (605) 773-3361
Referred to as “Sub-recipient”	Referred to as “State”

The State and Sub-Recipient hereby enter into this agreement (the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below 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.

- a. Sub-recipient’s name, City, State, and Zip+4 (which must match the name associated with its unique entity identifier): City of Mitchell, Mitchell, SD 57301
- b. Sub-Recipient’s unique entity identifier (UEI): JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SLFRP5319
- d. Federal Award Date: 08/25/2021
- e. Sub-award Period of Performance: April 1, 2024 - December 31, 2024
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$94,982.70
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$94,982.70
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Develop education and sustainability for emergency medical services in South Dakota.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity US Treasury, South Dakota Department of Health, and Marty Link, marty.link@state.sd.us or 605-367-5372

- k. ALN No(s) and Name(s): 21.027 and Coronavirus State and Local Fiscal Recovery Funds
- l. Is the grant award for research and development (R&D)? YES X NO
- m. Department of Health Indirect Cost Rate for federal award:
06/01/2023 to 05/31/2024 = 1.8%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT

This agreement shall be effective on April 1, 2024 and will end on December 31, 2024, unless sooner terminated pursuant to the terms hereof.

- a. **SCOPE OF WORK AND PERFORMANCE PROVISIONS** Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient will not use equipment, supplies or facilities owned by the state of South Dakota.
- d. Sub-recipient will not purchase capital assets or equipment using State funds.
- e. The Sub-Recipient will undertake and complete the work or performance described as:
 - i. Assist and support State in complying with Federal Funding Accountability 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.
 - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision 3.(E) (i) above. Sub-recipient 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 Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.

- iii. Will comply with the terms and conditions of the Department of Health and Human Services (HHS) Grant Policy Statements found at: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> and 45 CFR part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards found at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr75_main_02.tpl
 - iv. Grant applicants must provide detailed EMS related concepts with specific, measurable, attainable, realistic, relevant, and time-bound solutions in specific detail when describing objectives and key activities. such as the development and implementation of regional hubs, billing software solutions, documentation education, EMS supply procurement systems, workforce recruitment and retention, training programs, or consultation services. Applicants should review and incorporate recommendations from the Regional Service Designation final report.
 - v. As part of the EMS Regional Service Designation grant funding, sub-recipient shall complete various projects to the sustainability of emergency medical services in South Dakota, as outlined in Addendum I.
- f. If the State will undertake or complete any work or performance under this Agreement it is described as follows:
- i. State will pay, upon the State’s satisfaction that the payments are in accordance with all terms of the contract, up to \$94,982.70. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
 - ii. State will not pay Sub-recipient expenses as a separate item.
 - iii. TOTAL CONTRACT AMOUNT (Not to Exceed) \$94,982.70. Payment will be made consistent with SDCL Ch. 5-26.
 - iv. All invoices for payment must be received by the State no later than January 30, 2025.

3. BASIS FOR SUBAWARD AMOUNTS

This grant is made for the purpose of developing education and sustainability of Emergency Medical Services in South Dakota.

Amount provided by State/Grantor is	\$94,982.70
Amount matched by Sub-Recipient	\$0.00
Total Grant Amount	\$94,982.70

Dollars provided by State consist of the following:

Non-Federal State dollars	\$0.00
Federal dollars	\$94,982.70

4. RISK ASSESSMENTS, MONITORING AND REMEDIES

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

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

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

5. RETENTION AND INSPECTION OF RECORDS

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

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

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

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

6. AUDIT REQUIREMENTS

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

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

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

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

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

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

7. CLOSEOUT

- a. The Sub-Recipient shall submit the following required report(s) to the State within 30 days following the period of performance end date.
 - 1) Closeout report
 - 2) Financial report
 - 3) Inventory report for capital acquisitions over \$5,000
- b. Within 30 days of the period of performance end date, the subrecipient must return any unspent funds or overpayments.
- c. All expenditure activity must be completed prior to the submission of the final report.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS

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

2. COST PRINCIPLES

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

3. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Sub-Recipient breaches any of the terms of conditions hereof, this Agreement may be terminated by State at any time, with or without notice. If termination for a breach is affected by the State, any payments due to Sub-Recipient at the time of termination may be adjusted to cover any additional costs to the State because of Sub-Recipient's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by Sub-Recipient it is determined that Sub-Recipient was not at fault, then Sub-Recipient shall be paid for eligible services rendered and expenses incurred up to the date of termination.

4. CERTIFICATIONS

i. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement Contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this Agreement. Contractor further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination of this Agreement.

ii. COMPLIANCE WITH SDCL ch 5-18A

Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the

Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

iii. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

iv. CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Contractor (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, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

5. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress and or the State 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 law or federal funds reductions, this Agreement will be terminated by the State upon five (5) business days written notice. Sub-Recipient agrees that termination for any of these reasons is not a default by State nor does it give rise to a claim against State or any officer, agent or employee of the State, and Sub-Recipient waives any claim against the same.

6. ASSIGNMENT AND AMENDMENT

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

7. CONTROLLING LAW

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

8. 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.

9. SEVERABILITY

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

10. 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 State Contact Person on behalf of State, and by and to the Sub-Recipient Contact Person on behalf of the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed

to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

11. SUB-CONTRACTORS/SUB-RECIPIENTS

The Sub-Recipient will not use sub-contractors 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.

12. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

13. CONFLICT OF INTEREST

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

14. TERMS

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

C. AGENCY OR GRANT SPECIFIC CLAUSES

1. This agreement is exempt from the request for proposal process.
2. Does this agreement involve Protected Health Information (PHI)?
YES () NO (X)
 - a. This contract does not require Consultant to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

3. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

4. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

5. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with 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. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

6. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedure, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by Sub-Recipient in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by Sub-Recipient without the written consent of the State. Papers, reports, forms, software programs, source code(s)

and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

7. 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/>.

8. HOLD HARMLESS:

The Sub-Recipient 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 Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

9. 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:

i. Commercial General Liability Insurance:

Sub-Recipient shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$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.

- ii. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
Sub-Recipient agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than one million dollars (\$1,000,000).
- iii. Business Automobile Liability Insurance:
Sub-Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.
- iv. Worker's Compensation Insurance:
Sub-Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal 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, 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 State.

10. CONFIDENTIALITY OF INFORMATION:

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to the Sub-Recipient by the State and all information, regardless of format, obtained by Sub-Recipient through the provision of services as contemplated by this Agreement. Sub-Recipient, and any person or entity affiliated with Sub-Recipient, shall not disclose any Confidential 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, and any person or entity affiliated with Sub-Recipient, shall not:

- A. disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement;
- B. make any use of Confidential Information except to exercise rights and perform obligations under this Agreement;
- C. make Confidential Information available to any of its employees, officers, agents, or consultants except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement 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, and any person or entity affiliated with Sub-Recipient, is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential

Information in the strictest confidence. Sub-Recipient, and any person or entity affiliated with Sub-Recipient, shall protect the 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.

Confidential Information shall not include information that:

- A. was in the public domain at the time it was disclosed to Sub-Recipient, and any person or entity affiliated with Sub-Recipient;
- B. was known to Sub-Recipient, and any person or entity affiliated with Sub-Recipient, without restriction at the time of disclosure from the State;
- C. was disclosed with the prior written approval of State's officers or employees having authority to disclose such information;
- D. was independently developed by Sub-Recipient, and any person or entity affiliated with Sub-Recipient, without the benefit or influence of the State's information; or
- E. becomes known to Sub-Recipient, and any person or entity affiliated with Sub-Recipient, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers, or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information may be confidential and protected under applicable state or federal law. Sub-Recipient agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

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 or may be required to sign separate confidentiality agreements, and will limit access to the confidential information and related work activities to employees who have executed such agreements.

Sub-Recipient will enforce the terms of this Confidentiality Provision to its fullest extent.

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 Provision 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.

11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

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

Sub-Recipient'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. Sub-Recipient's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to State under this section shall not excuse or satisfy any obligation of Sub-Recipient to report any event to law enforcement or other entities under the requirements of any applicable law.

13. FORCE MAJEURE:

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

14. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

- A. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

- B. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- C. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

D. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

1. A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
2. 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;
3. An effective internal control system is employed by the recipient's or Sub-recipient's organization; and
4. 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.
5. 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.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance

requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

- 1) Is your organization required to file the Internal Revenue Service Form 990?
 ___Yes ___No

If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.

- 2) Is your organization subject to compliance with the federal Single Audit Act?
 ___Yes ___No

If you answered "YES," in the space provided below, please provide the link to your website where the audits can be found.

- 3) Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy? ___Yes ___No

If you answered "YES," in the space provided below, please list any and all identified conflicts of interests.

A. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Emily Kiel, Director Division of Healthcare Access Department of Health	Date	Sub-Recipient Signature	Date
		Dan Pollreisz	
		Print or Type Sub-Recipient Name	
		dan.pollreisz@cityofmitchellsd.gov	
Darcy McGuigan, Director Division of Finance Department of Health	Date	Sub-Recipient Email	

State Agency Coding:

ALN#				
Company	1000	1000	1000	1000
Account	5206570	5206570	5206570	5206570
Program	0901006	0901001	0901001	0901001
Fund Src-subfund	R21-RS			
Dollar Total	\$94,982.70			

State Program Contact Person	Marty Link
Phone	605-367-5372
State Fiscal Contact Person	Contract Accountant
Phone	605 773-3361
Sub-Recipient Program Contact Person	
Phone	
Sub-Recipient Program Email Address	
Sub-Recipient Fiscal Contact Person	
Phone	
Sub-Recipient Fiscal Email Address	

Addendum I

Scope of Work and Performance Provisions

In addition to the Provisions outlined in section A.3 of the agreement, as part of the EMS Regional Service Designation grant funding, sub-recipient shall complete to following:

- A. Develop an EMS training equipment hub
- B. Purchase:
 - 1 - Sim Man ALS LLEAP
 - 1-Life/Form CRiSis child
 - 1-CPR/Trauma Full Body Manikin
 - Trauma Manikin Moulage Kit
 - AirSim Difficult Airway Training Manikin
 - American Deluxe Dual Sex Human Torso
 - SimPad Pl

Subrecipient Invoice

Mitchell Regional Ambulance Service
201 West 1st
Mitchell, SD 57301

Invoice Date: _____
Invoice Number: _____

Subrecipient Agreement Number: _____

Period Covered by this invoice: _____

Total Expenses by Category

Salaries	\$	-
Fringe	\$	-
Supplies	\$	-
Travel	\$	-
Other (please explain)	\$	-
Total Direct	\$	-

Indirect cost:	\$	-
Total expenses for billing period	\$	-

Amount to be Reimbursed by DOH	\$	-
---------------------------------------	----	---

I certify that this request represents actual, allowable costs incurred during the invoice period and these costs are appropriate in accordance with the above mentioned subrecipient agreement.

Signature of Authorized Official

For questions on this invoice, please contact: _____
(subrecipient contact info)

Congratulations! You're a Subrecipient.

What does that mean?



What is a Subrecipient?

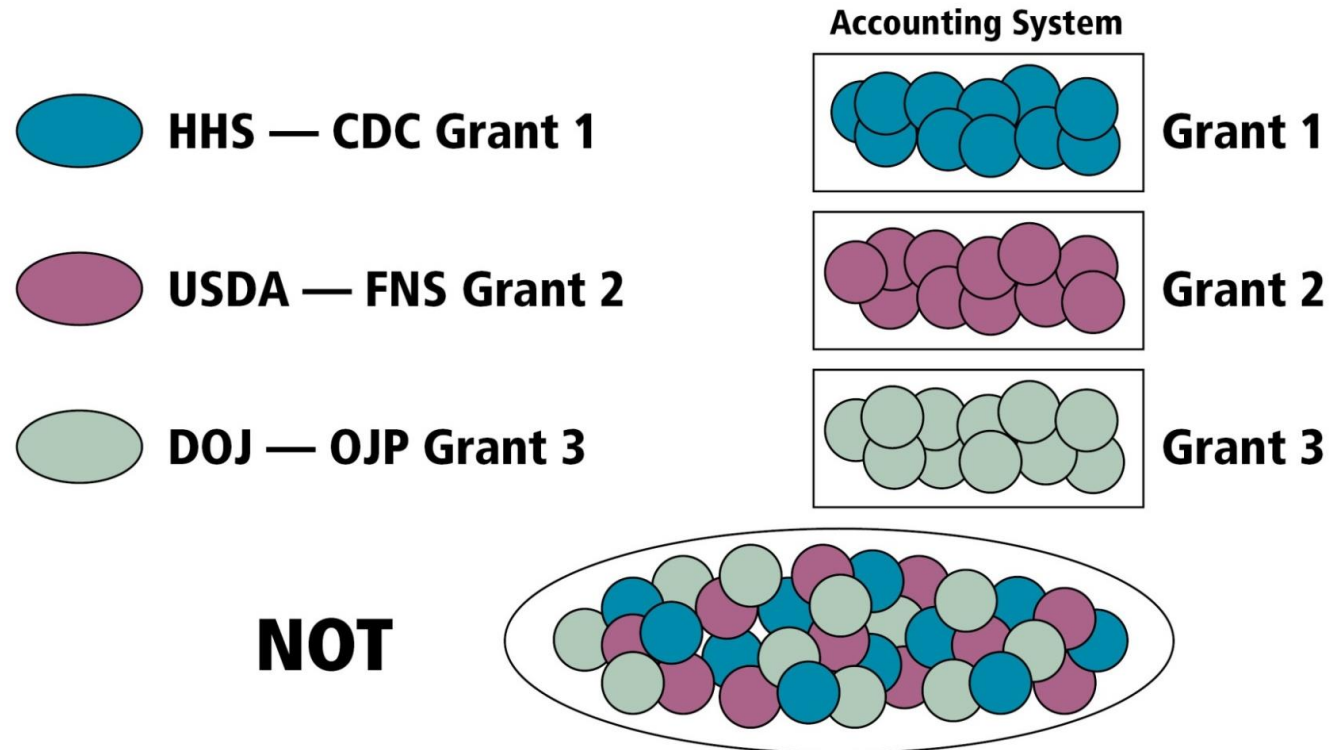
- A **subrecipient** is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program.
- A **subrecipient** may also be a recipient of other federal awards directly from a federal awarding agency.

Subrecipient Agreement

- The terms and conditions of the subrecipient agreement contain state and federal regulations that all parties must follow.
- Each agreement lists the links to the federal guidance which governs the award. By accepting this award, all parties agree to follow these regulations.

Adequate Safeguarding of Federal Assets

Segregation of Funds



- Make separate accounts
- Do **NOT** commingle federal funds

General Ledger Account

- Create a separate general ledger account for each federal fund.
- The general ledger account will show the revenue and expenditures and should net to zero.
- The Division of Finance will verify expenses and revenues are recorded in a separate account during desk and on-site reviews.

What does DOH review?

- Department of Health (DOH) validates the provided Unique Entity Identifier (UEI) on the federal website **Sam.gov** for suspension and debarment.
- DOH reports subawards (over \$30,000) within 30 days of signing the agreement as required by **Federal Funding Accountability and Transparency Act** (FFATA).
- Awards can be found on **USAspending.gov**.

What Records Need to be Maintained?

- Source documents - documentation that provides back up for **all revenue and expenditures** charged to the federal award **including time and effort reports** for staff paid by the award
- All completed financial or programmatic reports
- A copy of the agreement and any third-party agreements
- All records, associated with this award, must be kept for a **minimum** of 3 years from close out date of the award

Acceptable Invoices Will Include:

Actual, Allowable, and Reasonable Expenses

- Invoice date
- DOH assigned subrecipient agreement number
- Time period covered
- Submission by original invoice or contractor letterhead
- Subrecipient entity signature will include, “I certify that this request represents actual, allowable costs incurred during the invoice period and these costs are appropriate in accordance with the subrecipient agreement.”
- Invoice must be auditable, clear, and detailed

Invoice

Subrecipient Name
Subrecipient Address
Subrecipient City, State, Zip+4

Invoice Date _____
Invoice Number _____

Subrecipient Agreement Number 21SC09XXX

Period covered by this Invoice _____

Total Expenses by Category

Salaries	\$	-
Fringe Benefits	\$	-
Supplies	\$	-
Travel	\$	-
Other (please explain)	\$	-
Total Direct Expenses	\$	-

Indirect Cost: \$ -

Total Expenses for billing period \$ -

Amount to be reimbursed by DOH \$ -

I certify that this request represent actual, allowable costs incurred during the invoice period and these costs are appropriate in accordance with the above mentioned subrecipient agreement.

Signature of Authorized Official

For questions on this invoice, please contact: _____
Subrecipient contact info

Sample Invoice



SOUTH DAKOTA DEPARTMENT OF HEALTH

Do You Pass Any of These Federal Funds from DOH to Another Entity?

- The entity must receive **written approval** from DOH prior to entering into any agreement with a third-party.
- The entity must perform an analysis to determine if the relationship with the third-party will be that of a contractor or a subrecipient.
- If the agreement with the approved entity is a subrecipient agreement, then certain information is required to be in the agreement and additional actions are required by the entity.



Requirements of a Subrecipient for Monitoring their own Subrecipient

18. 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.

19. STATE'S RIGHT TO REJECT

- **The entity should only accept funds for activities it can carry out for the scope of the federal funds awarded.**
 - **When a subrecipient accepts federal funds for an activity it is unable to perform and passes those funds on to their subrecipient, additional subrecipient monitoring is required for the entity.**



Does the entity have a subrecipient agreement with the federal funds received from DOH?

- **Prior to completing the agreement, the entity will need to follow Federal guidance for subrecipients which includes, but is not limited to:**
 - Complete a risk assessment of the entity
 - Make sure the entity has a **"Conflict of Interest Policy"**
 - Verify the entity's DUNS and that the entity is not listed on the Suspension and Debarment Federal website
 - Have policies, procedures, and forms in place for monitoring to make sure the entity follows federal requirements
 - Have a procedure to close out the award at the end of the period of performance prior to the end of the agreement with DOH to allow time for reporting
 - Reference all federal guidance found in the DOH subrecipient agreement to ensure the third-party monitoring and federal requirements are met
- **Why is this important?**
 - Agencies are focused on ensuring that prime grantees are acting in accordance with their duties and that they have comprehensive policies, procedures, and monitoring tools in place to ensure that terms and conditions are met by the subrecipient to not put federal funding in danger.
 - Grantees that are pass-through entities must be prepared to evaluate subrecipients' compliance with their subawards, monitor the activities of their subrecipients, impose specific conditions as necessary, ensure required audits are completed, and take enforcement action when and if necessary.



Does the Entity's Agreement with DOH allow Staff to Code Time to the Federal Funding Source?

- If the entity will charge employee time to the award, verify with the entity's financial staff to set up proper tracking of time and effort for the federal award.
- If time and service are included in the agreement, correct documentation is required. Timecards should be kept on-site and accurately reflect employees time with managerial authorization/signed approval.

ABC Non-profit
1254 United Blvd
Pierre, SD 57501
Telephone 605.223.1234

Employee Name _____
Title _____
Department _____

Project Name _____
Pay Period _____
Supervisor _____

Bi-Weekly Timesheet

Day Date	Sun 3.7.21	Mon 3.8.21	Tue 3.9.21	Wed 3.10.21	Thu 3.11.21	Fri 3.12.21	Sat 3.13.21	Sun 3.14.21	Mon 3.15.21	Tue 3.16.21	Wed 3.17.21	Thu 3.18.21	Fri 3.19.21	Sat 3.20.21	Total Hours
Task or Grant Project															
After School Program		5	4.75	4.5		2			4	8	7	8	8		51.25
Fundraising				2							1				3
Headstart Program		3				6			4						13
Annual Leave			3.25		8										11.25
Sick Leave															0
Holiday															0
Leave: Other															0
TOTALS	0	8	8	6.5	8	8	0	0	8	8	8	8	8	0	78.5

By signing below, I hereby attest that the time recorded on this time sheet is true and accurate to the best of my knowledge.

Employee Signature Date

Supervisor Signature Date

Example of Proper Time and Effort Reporting





How to Capture Time & Effort

The entity must have a **Time and Effort written policy** that address the following:

- Record actual hours worked for each federal and non-federal project for those employees that work on multiple projects within your organization
- Employee signature on time forms and review and approval signature by the employee's supervisor
- Electronic timesheets are allowed when an entity has an established written policy recorded by the electronic timekeeping system



SOUTH DAKOTA DEPARTMENT OF HEALTH

Top 5 Items DOH Division of Finance Staff Will Review

1. **Inadequate policies and procedures**

- Internal Controls
- Security of Data
- Procurement – Equipment Management and Fixed Asset Inventory
- Subrecipients

2. **Reporting**

- Inaccurate and/or late financial/performance reports
- Cash Management – Advance Draw Down – Interest Earned
- Audit requirements not met

3. **Allowable Costs / Unallowable Expenditures**

- Unallowable expenditures
- Unsupported
- Unauthorized
- Unreasonable

4. **Documentation of Time and Effort**

- No Time and Effort Policy
- Not recording Federal funding correctly

5. **Program Income**

Gross income – earned by a recipient, subrecipient, or a contractor under a grant – directly generated by the grant-supported activity or earned as a result of the award.

- Not properly recorded
- Sliding Fee causes improper calculation of program income generated
- Improper use of program income



SOUTH DAKOTA DEPARTMENT OF HEALTH

What DOH Provides to a Subrecipient

- Welcome letter, forms, and **“What to Expect as a DOH Subrecipient”**, will be sent with agreement
- A request for proof of insurance, if applicable
- Invoice checklist guidance, minimum requirements for invoices requesting payment through reimbursement
- Guidance from your DOH contact
- Links to Federal requirement and guidelines
- On-going monitoring, training, and technical assistance given the dollar amount of the agreement, risk assessment score, experience of Entity, percentage of Federal funds that make up Entity's Income
- Possible desk review monitoring or on-site review monitoring from DOH Division of Finance
- Program reviews
- Notice of Single Audit requirements and disclosure of amount of federal funding paid to your entity
- Close out letter



What to Take Away

- Ask DOH for additional training, if needed
- Work with your DOH contact to answer any questions that arise
- Remember every federal award is different
 - **Review each agreement to know what is required of your entity**
- Make sure your finance office, accountants, and supervisors are aware of subrecipient funding
- Ask questions



Reference Materials

- **Awards funded with Health and Human Services funds:**

- The HHS Grants policy manual

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

- The Uniform Administrative Requirements, Cost Principles, and Audit requirements for HHS awards (45 CFR part 75)

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr75_main_02.tpl

- **Awards funded with US Dept. of Agriculture WIC funds:**

- The Child Nutrition Act of 1966 (WIC is section 1786)

https://fns-prod.azureedge.net/sites/default/files/CNA_1966_12-13-10.pdf

- The Healthy, Hunger-Free Kids Act of 2010

<https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf/PLAW-111publ296.pdf>

- The Electronic Code of Federal Regulations (7 CFR 246)

<https://www.ecfr.gov/cgibin/textidx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>

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:	July 1, 2024	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	None		
Agenda Item:	Contingency Funding Request for Rec Center Pool Area HVAC Repairs		
Explanation/Background of Agenda Item Requested:	One of the roof HVAC units above the pool at the Rec Center is need of repairs. This unit also provides coverage for the preschool gym. Materials cost will total \$7,064.58. Labor will be time and miles @ \$115.00/hr and 85 cents/mile both ways from Sioux Falls. We've been assured that the total related expense will not exceed \$20,000, so this request is for \$20,000. Staff Recommends Approval.		

Mitchell Aquatic Center

Innovent Quote

1009953	VFD Cabinet Fan Assembly	1.00000	3-5 Days	\$390.97
1002274	Pressure Sensor Cable	12.00000	3-5 Days	\$1,006.63
386348	Pressure Sensors	12.00000	3-5 Days	\$3,654.34
300050654	R410A 25lbs	200lbs	3-5 Days	\$1,257.14
971-0064-05	Copeland motor protector	2.00000	3-5 Days	\$755.50

-- Total --	\$7,064.58
-------------	------------

This quote is just for material only.

Labor will be time and miles @ \$115.00hr and .85c a mile both ways

This quote will not exceed \$20,000.00

Thank you

Tyler Wolff

Tyler Wolff | Aftermarket Service Support

HVAC Elements

O'Connor Company

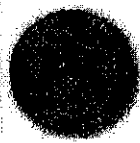
CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 1, 2024	Requested By:	shannon sandoval
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Fireworks Permit Request for P&J Pyrotechnics 4th of July Display		
Explanation/Background of Agenda Item Requested:	The Exchange Club, in conjunction with P&J Pyrotechnics, is requesting a permit for an aerial pyrotechnics show to be conducted at Windy Point on Lake Mitchell. The show is scheduled to start at 10:00 PM on July 4th, 2024. It is expected to last approximately 20 minutes. A road closure is being requested on West Harmon from 12:00 PM on July 4th until the conclusion of the display. This road closure should include any bike/walking path. This is in order to maintain the 700 ft. distance from the point of the fireworks discharge. A copy of the permit, certificate of liability insurance, and map is included in this request.		



Mitchell Dept. of Public Safety
Fire Prevention Division
Pyrotechnics or Open
Flame Permit Application

Insurance Liability Certificate on file: _____

Permit No. _____ App. _____ Date _____
 Receipt No. _____ Issue _____ Date 6/24
 Fee: \$ 50.00 Approved By: [Signature]

Applicant's Information

Name/Business: Exchange Club of Mitchell
 Address: PO Box 811
Mitchell, SD 57301
 Phone No.: 605-996-6083

Person in Charge of Display

Name/Business: P & J Pyrotechnics/ Paul Tol
 Address: 1073 210th Ave.
 City: Canby State: Mn. Zip 56220
 Phone No.: 507-530-1883

Discharge Location

Name/Business: Windy Point on Lake Mitchell
 Address: PO Box 811
Mitchell, SD 57301
 Phone No.: N/A

Insurance Company

Name: RRM&H
 Address: 509 W. Koenig St.
 City: Grand Island State: Nebraska Zip 68801
 Phone No.: 800-658-4200 or 308-382-2330

Description of Activity (in detail)

☒ Pyrotechnics ☐ Open Flame

Date and Time of Display

Start Date and Time: July 4th 10:00 PM
 Finish Date and Time: July 4th 10:21 PM

Type of Display

☒ Aerial Show ☐ With Class C/Division 1.4 ☒ With Class B/Division 1.3
☐ Ground Display ☐ With Class C/Division 1.4 ☐ With Class B/Division 1.3

Outdoor (see note below)

Indoors

☐ Film or Stage Use ☐ Concert ☒ Public Show ☐ Private Show
☐ Film or Stage Use ☐ Concert ☐ Public Show ☐ Private Show

NOTICE

To help prevent confusion with citizens calling for emergency services during the time of outside pyrotechnic (fireworks) display, please call The Mitchell Department of Public Safety nonemergency number (605-995-8400) and inform them that you have a permit to discharge fireworks and state the time, location of discharge, and permit number. The permitted work as described herein shall meet the current requirements of the fire code.

Outdoor Displays

In accordance with City of Mitchell fire code, standby personnel and equipment may be required based on potential fire conditions and weather conditions both prior to and on the day of display/discharge. Should standby be deemed necessary, cost associated with standby will be billed to, and shall be paid by, the permittee. The Mitchell Department of Public Safety reserves the right to cancel permits based on fire potential, given determining factors such as atmospheric and foliage conditions.

NO WORK, DISPLAY, OR DISCHARGE SHALL COMMENCE WITHOUT A VALID PERMIT ISSUED BY FIRE PREVENTION DIVISION.

Applicant

I, the undersigned, do hereby affirm that the statements contained on this form are true and correct. I further agree to comply with the provisions of applicable ordinances of the City of Mitchell and all other requirements of this application. In addition, it is understood that the installation of permitted items shall be made only by persons properly trained and qualified to install and discharge the specific items being provided. The installer certifies to this authority: that the installation and discharge is in complete agreement with the terms of the listing and manufacturer's instructions and/or approved requirements.

Furthermore, I accept responsibility for costs associated with standby personnel and equipment, when required, that may be needed to conduct the display as noted on this permit application.

Signature: [Signature]

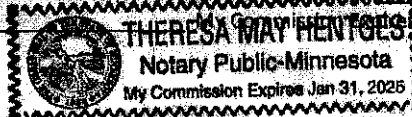
Name (print): Paul Tol

Title: Owner of P+J Pyrotechnics

Representing: Exchange Club of Mitchell

Dated this 4 day of JUNE, 2024. Subscribed and sworn to (or affirmed) before me this 4 day of JUNE, 2024.

Notary Public: [Signature]



JAN 31, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2024

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

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

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com FAX (A/C, No): 308-382-7109														
INSURED Tol LLC Powerhouse Fireworks; P&J Pyrotechnics 1073 210th Ave Canby MN 56220	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : SCOTTSDALE INS CO</td><td>41297</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SCOTTSDALE INS CO	41297	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : SCOTTSDALE INS CO	41297														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 297451783**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			CPS4067843	6/13/2024	6/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Additional Insured: City of Mitchell
Date: 7/4/24

CERTIFICATE HOLDER**CANCELLATION**

City of Mitchell
612 N Main Street
Mitchell SD 57301

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

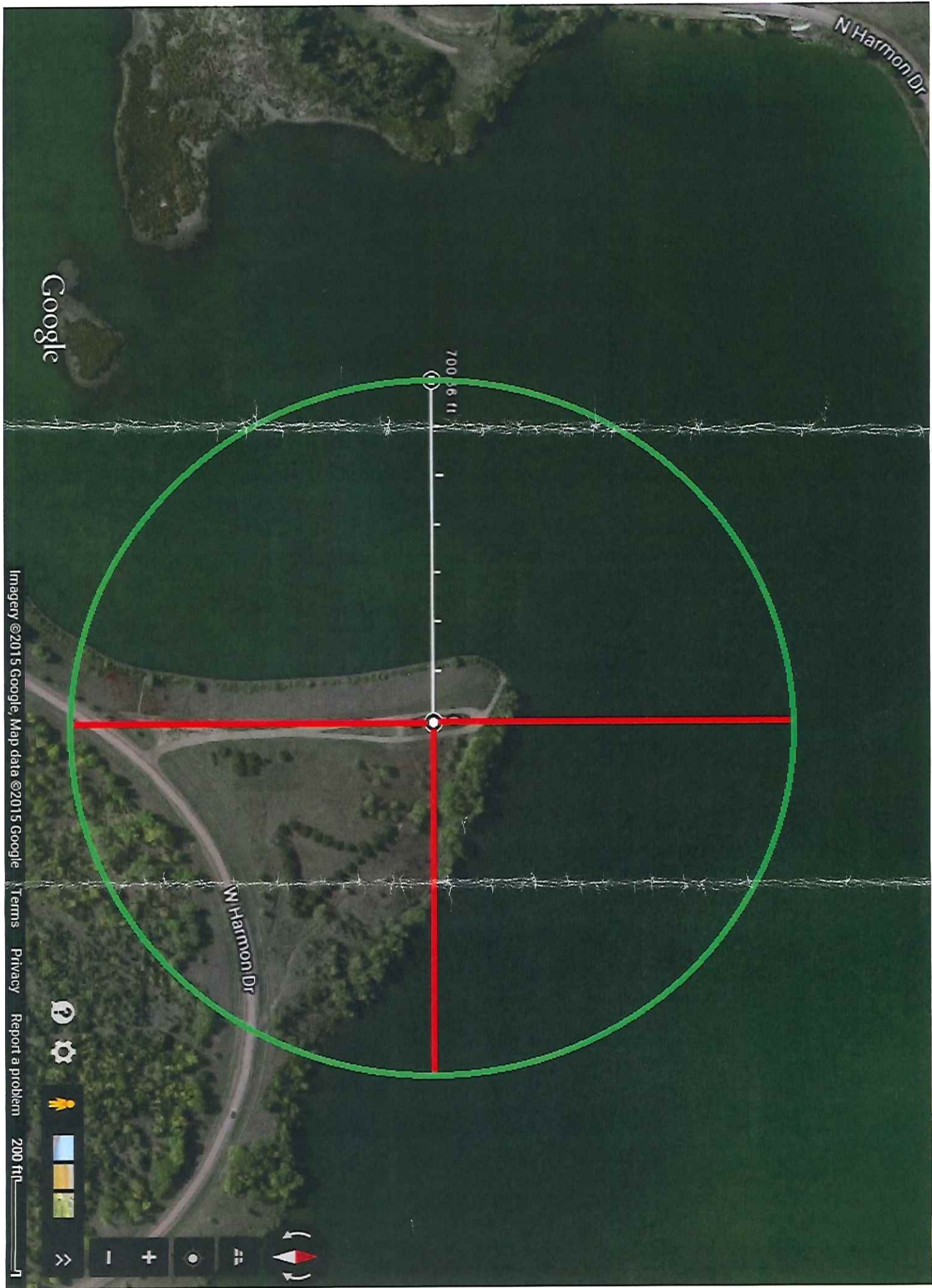
written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004



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:	July 1, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-42520 - Hazardous Sidewalk Repair, \$15,000
101-43120-42521 - Sidewalk Construct, \$75,000
101-43120-43300 - Street Overlay Maint, \$1,585,000		
Agenda Item:	Change Order #3 to Top Grade Concrete, LLC for Concrete Schedule A Project #2023-04		
Explanation/Background of Agenda Item Requested:	Change Order No 3 Concrete Project #2023-4 Schedule A

Top Grade Concrete has agreed to extend last year's bid prices for miscellaneous concrete work. The contract has been extended by one year.

Change order No 3 updates quantities installed to date and adds additional quantities.

Change in Contract Price
Original Contract - \$126,839.00
Current Contract - \$162,141.14
Increase of this Change Order - \$37,198.00
Contract Price Including this Change Order = \$199,339.14		

CHANGE ORDER NO.: 2

Owner: City of Mitchell
 Contractor: Top Grade Concrete, LLC
 Project: Bid Schedule A: Misc Curb, Sidewalk, Concrete Surfacing and Miscellaneous
 Date Issued: 7/1/2024

City's Project No.: 2023-4

Effective Date of Change Order: 7/1/2024

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

The contract is being amended to reflect additional quantities to be installed. The project completion date will be extended by one year.

Quantities were updated to reflect the actual quantities installed for concrete curb and gutter replacement along chip seal projects, to repair hazardous sidewalk and to install ADA corners as requested by residents.

Attachments: See Attached

Change in Contract Price	Change in Contract Time
Original Contract Price: \$126,839.00	Original Contract Times: Substantial Completion: <u>October 22, 2023</u> Ready for final payment: <u>November 22, 2023</u>
Increase from previously approved Change Order No. 2 \$35,302.14	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$162,141.14	Contract Times prior to this Change Order: Substantial Completion: <u>October 22, 2023</u> Ready for final payment: <u>November 22, 2023</u>
Increase of this Change Order: \$37,198.00	Increase of this Change Order: Substantial Completion: <u>365</u> Ready for final payment: <u>365</u>
Contract Price incorporating this Change Order: \$199,339.14	Contract Times with all approved Change Orders: Substantial Completion: <u>October 21, 2024</u> Ready for final payment: <u>November 21, 2024</u>

Approved by Contractor

By: _____
 Title: _____
 Date: _____

Recommended for Approval

By: _____
 Title: _____
 Date: _____

Approved by Owner

By: _____
 Title: _____
 Date: _____

EJCDC® C-941, Change Order.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 2

Owner: City of Mitchell						City's Project No.: 2023-4			
Contractor: Top Grade Concrete, LLC									
Project: Bid Schedule A: Misc Curb, Sidewalk, Concrete Surfacing and Miscellaneous									
Effective Date of Change Order: 07/01/24									
A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
BASE BID									
1	Concrete and Asphalt Removal	520	SY	\$ 27.00	\$ 14,040.00	200	SY	720.00	\$ 19,440.00
2	Curb & Gutter Removal	400	LF	\$ 10.00	\$ 4,000.00	300	LF	700.00	\$ 7,000.00
3	Curb and Gutter Replacement	831	LF	\$ 50.00	\$ 41,550.00	300	LF	1,131.00	\$ 56,550.00
4	4" Concrete Surfacing	6521	SF	\$ 8.00	\$ 52,168.00	1000	SF	7,521.00	\$ 60,168.00
5	6" Concrete Surfacing	1605	SF	\$ 9.00	\$ 14,445.00	150	SF	1,755.00	\$ 15,795.00
6	8" Concrete Surfacing	578	SF	\$ 12.00	\$ 6,936.00	164	SF	742.00	\$ 8,904.00
7	Remove Fillet Section	29	SY	\$ 100.00	\$ 2,900.00	5	SY	34.00	\$ 3,400.00
8	6" Reinforced Fillet Section	29	SY	\$ 180.00	\$ 5,220.00	5	SY	34.00	\$ 6,120.00
9	Remove Valley Gutter	2	SY	\$ 100.00	\$ 200.00		SY	2.00	\$ 200.00
10	6" Reinforced Valley Gutter	3	SY	\$ 180.00	\$ 540.00	6	SY	9.00	\$ 1,620.00
11	Erosion Control	0	LF	\$ 20.00	\$ -		LF	-	\$ -
12	Sump Opening in Curb (Sump Pump Hose Opening)	0	Each	\$ 25.00	\$ -		Each	-	\$ -
CO#1-1	4" Colored Concrete Surfacing	1735	SF	\$ 11.00	\$ 19,085.00		SF	1,735.00	\$ 19,085.00
CO#1-2	Adjust Manhole to Grade	1	Each	\$ 357.14	\$ 357.14		Each	1.00	\$ 357.14
CO#1-3	Curved ADA Panel	1	Each	\$ 700.00	\$ 700.00		Each	1.00	\$ 700.00
Totals					\$ 162,141.14				\$ 199,339.14



June 17, 2024

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	3200	3200	\$2.8025	\$8,968.00*
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4300	4300	\$2.5275	\$10,868.25*
Total:				\$19,836.25*

Vollan Oil

On Road Diesel- #2	3200	3200	\$3.0275	\$9,688.00
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4300	4300	\$2.5095	\$10,790.85
Total:				\$20,478.85

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 JULY 1, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#39	\$ 41,704.91	\$ 1,250,038.97	\$ 1,462,687.34
Geo-Tek Engineering & Testing	#2020-20 Mitchell Pump Station Above Ground	#10	\$ 1,578.00	\$ 41,159.25	\$ 42,950.00
Rexwinkle Concrete Inc.	#2021-39 East Spruce Street Construction	P.E. #1	\$ 246,878.60	\$ 246,878.60	\$ 875,652.04
Helms & Associates	#2021-30 New Recycling Bldg at Landfill	#17	\$ 1,650.08		
Helms & Associates	#2021-30 New Recycling Bldg at Landfill	#18	\$ 1,050.00	\$ 106,506.16	\$ 106,505.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#17	\$ 91,557.25	\$ 1,146,424.00	\$ 1,908,860.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#15	\$ 1,777.50	\$ 38,280.87	\$ 49,500.00
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#17	\$ 121.25	\$ 66,773.28	\$ 123,648.00
SPN & Associates	#2022-23 South Lake Estates Development	#17	\$ 1,253.75	\$ 111,398.08	\$ 340,000.00
Schoenfelder Construction Inc.	#2022-26 3rd & Main Streetscape	#2	\$ 215,676.81	\$ 179,037.41	\$ 663,573.90
Rexwinkel Concrete Inc.	#2022-34 Cadwell Park Press Box	#8	\$ 5,625.00	\$ 461,572.34	\$ 557,928.16
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#12	\$ 7,652.50	\$ 94,352.50	\$ 309,630.00
Top Grade Concrete, LLC	#2023-4 Concrete Bid	#6	\$ 28,125.00	\$ 190,266.14	\$ 199,399.14
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#12	\$ 1,347.50	\$ 52,055.06	\$ 110,000.00
SPN & Associates	#2023-7 West Harmon Watermain Loop	#12	\$ 1,500.17	\$ 61,764.72	\$ 127,900.00
SPN & Associates	#2023-8 12th & 13th Avenue Watermain Loop	#12	\$ 9,636.93	\$ 80,092.00	\$ 86,400.00
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#14	\$ 1,551.25	\$ 33,794.85	\$ 42,900.00
Virtower, LLC	#2024-25 Airport Tracking System	#1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
GeoTek Engineering & Testing	#2024-28 Old Landfill Leachate Monitoring	#3	\$ 1,670.00	\$ 7,035.00	\$ 10,475.00
GeoTek Engineering & Testing	#2024-29 New Landfill Monitoring	#3	\$ 2,740.00	\$ 14,038.50	\$ 22,590.00
Helms & Associates	AIP '28 Airport ALP/Master Plan	#36	\$ 1,859.81	\$ 360,803.98	\$ 371,962.87
Helms & Associates	AIP '32 Airport Hangar Design	#4	\$ 928.08	\$ 90,023.41	\$ 92,807.64
	TOTALS		\$ 671,884.39	\$ 4,638,295.12	\$ 7,511,369.09

Prepared by Deb Hanson-Sudbeck

PACKET : 06930 06931 06932 06933

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-35882B15-0058	101-41110-42300	LEGAL PUBLICA 05.29,06.05,06.19 MUTH & PUETZ	202511	94.84
		I-35882B15-0062	101-41110-42300	LEGAL PUBLICA 06.05 MITCHELL WASTEWATER HRNG	202511	14.50
		I-35882B15-0064	101-41110-42300	LEGAL PUBLICA 06.08 ALCOHOL BEVERAGE HEARING	202511	17.63
		I-35882B15-0065	101-41110-42300	LEGAL PUBLICA 06.03 COUNCIL MINUTES	202511	256.91
		I-35882B15-0066	101-41110-42300	LEGAL PUBLICA 06.12 TOVSLAND HEARING NOTICE	202511	10.94
		I-35882B15-0067	101-41110-42300	LEGAL PUBLICA 06.12 ROYSTON HEARING NOTICE	202511	10.40
		I-35882B15-0068	101-41110-42300	LEGAL PUBLICA 06.12 NOTICE OF MOON HEARING	202511	10.40
		I-35882B15-0069	101-41110-42300	LEGAL PUBLICA 06.12 SOUTH LAKE HEARING NOTC	202511	46.24
		I-35882B15-0070	101-41110-42300	LEGAL PUBLICA 06.15 PUBLIC NOTICE	202511	38.58
01-04015	CORN PALACE					
		I-MIT05312024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	202516	14.75
		I-MIT06072024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	202516	14.75
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 529.94

PACKET : 06930 06931 06932 06933
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
=====						
01-00140	AL'S ENGRAVING					
		I-18479	101-41210-42600	SUPPLIES & MA HANSON NAME PLATE	202486	8.95
		I-18487	101-41210-42600	SUPPLIES & MA HANSON NAME PLATE	202486	8.95
01-02615	SD MUNICIPAL LEAGUE					
		I-200001065	101-41210-42700	TRAVEL, CONFE HANSON-ELCTD OFFCL MEETING	202617	50.00
DEPARTMENT 1210 MAYOR'S OFFICE						TOTAL: 67.90

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1220 CITY ADMINISTRATOR
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03678	INTERSTATE OFFICE PRODU					
	I-01ED0359		101-41220-42600	SUPPLIES & MA STAPLER	202553	24.68
DEPARTMENT 1220 CITY ADMINISTRATOR						TOTAL: 24.68

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09893	AMERICINN FORT PIERRE					
	I-261666495		101-41410-42700	TRAVEL, CONF J JOHNSON FT PIERRE ROOMS	202488	363.98
DEPARTMENT 1410 ATTORNEY'S OFFICE						TOTAL: 363.98

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00739	GOVERNMENT FINANCE OFFI					
	I-2453114	101-41420-42700	TRAVEL	MEMBERSHIP 07.01.24-06.30.25	202536	190.00
01-03678	INTERSTATE OFFICE PRODU					
	I-01EC9663	101-41420-42600	SUPPLIES & MA POCKET FILE		202553	3.30
	I-01EC9664	101-41420-42600	SUPPLIES & MA POCKET FILES		202553	188.44
01-05955	MARILYN JANSEN					
	I-06202024	101-41420-42650	UNIFORMS	LOGOD UNIFORMS REIMBURSED	202556	106.98
DEPARTMENT 1420 FINANCE					TOTAL:	488.72

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1440 HUMAN RESOURCES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-76480	101-41440-42600	SUPPLIES & MA BINDERS	202568	105.80
01-01716	NEPSTADS FLOWER SHOP					
		I-025999	101-41440-42232	EMPLOYEE RECO MCCARDLE FUNERAL PLANT	202589	61.60
		I-026017	101-41440-42232	EMPLOYEE RECO CUNNINGHAM FUNERAL PLANT	202589	61.60
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00110168-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS,SCREENINGS,DRUG TSTN	202492	4,662.00
		I-00110336-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS,SCREENINGS	202492	823.00
01-07628	STRYKER SALES, LLC					
		I-9206387974	101-41440-42630	AED REPLACEME AED SUPPLY REPLENISHMENT	202628	1,128.05
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	6,842.05

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-2902/1	101-41920-42620	SUPPLIES-CITY CITY HALL RESTROOM SINK BATTERY	202529	33.98
01-00445	CITY OF MITCHELL					
		I-04.000600.00.05.24	101-41920-42812	UTILITIES-CIT 612 N MAIN ST	202506	311.30
01-08281	VESTIS					
		I-6380202135	101-41920-42520	REPAIR-CITY H MAT CLEANING	202648	66.84
01-08540	DAKOTA DATA SHRED					
		I-4168799	101-41920-42520	REPAIR-CITY H DOCUMENT SHREDDING SERVICE	202518	176.53
01-10171	DOUG L DRIGGS					
		I-06062024	101-41920-42520	REPAIR-CITY H WINDOW & WALL LEAK REPAIRS	202528	1,192.38
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	1,781.03

PACKET : 06930 06931 06932 06933

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-2279-4873	101-41935-42615	POSTAGE POSTAGE 06.01-15.2024	202603	235.69
		I-600967	101-41935-42615	POSTAGE FLATS POSTAGE 06.01-15.2024	202603	7.77
01-09050	MICROSOFT CORPORATION					
		I-E0300SLDK4	101-41935-42920	COMPUTER SOFT MAY-JUN 2024 SUBSCRIPTION	202573	908.00
		I-E0300SLJAY	101-41935-42920	COMPUTER SOFT MAY-JUN 2024 ONLINE SERVICE	202573	2.00
01-09126	IDENTISYS INC					
		I-661930	101-41935-42600	SUPPLIES XCEED HID KEY TAG	202548	375.00
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-3647109	101-41935-42920	COMPUTER SOFT DATA BACKUP & RECOVERY	202585	164.56
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						1,693.02

PACKET : 06930 06931 06932 06933

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
01-00130	DAVISON COUNTY TREASURE	I-06212024	101-42110-42600	SUPPLIES TITLES FOR ABONDONED VEHICLES	202525	100.00
01-00424	RUNNINGS SUPPLY INC	I-1869278	101-42110-42600	SUPPLIES TOUGH TOTE	202607	59.97
01-00445	CITY OF MITCHELL	I-04.001200.00.05.24	101-42110-42810	UTILITIES 201 W 1ST AVE	202506	973.07
		I-04.001250.00.05.24	101-42110-42810	UTILITIES 122 S ROWLEY ST	202506	116.04
01-01050	IVERSON CHRYSLER CENTER	I-STD-0006713	101-42110-42902	ALCOHOL TASK VEHICLE RENTAL	202554	69.95
01-01199	STURDEVANTS AUTO VALUE	I-815037864	101-42110-42500	REPAIR & MAIN BRAKE PADS, FILTERS, BATTERY	202629	312.75
		I-815038274	101-42110-42500	REPAIR & MAIN FILTERS, BATTERY	202629	203.97
01-01322	LARRY'S I-90 SERVICE IN	I-102666	101-42110-42610	GAS OIL TIRES MOUNT & BALANCE TIRE	202560	30.00
		I-102714	101-42110-42500	REPAIR & MAIN TRANSFER CASE CONTROL MODULE	202560	726.75
		I-102741	101-42110-42610	GAS OIL TIRES TIRE	202560	133.39
		I-102763	101-42110-42610	GAS OIL TIRES MOUNT & BALANCE	202560	30.00
01-03279	INTERSTATE GLASS & DOOR	I-64899	101-42110-42500	REPAIR & MAIN SERVICE CALL FOR ADA DOOR	202552	66.33
01-07308	HOHN'S CARPET CLEANING,	I-11809	101-42110-42500	REPAIR & MAIN CARPET CLEANING	202545	405.00
01-08014	VERN EIDE CHEVROLET GMC	I-16093325/1	101-42110-42980	VEHICLE TOWIN POLICE NIGHT TOWING	202647	205.00
01-08281	VESTIS	I-6380202844	101-42110-42200	PROFESSIONAL MAT CLEANING	202648	56.27
01-08759	KYLE MCLAUGHLIN	I-06202024	101-42110-42700	TRAVEL, CONF ABERDEEN TASER TRNG MEALS	202567	20.00
01-09000	CASEY TEGETHOFF	I-06072024	101-42110-42640	UNIFORM ALLOW SHIRTS, PANTS REIMBURSED	202633	307.56
01-09349	HOWES OIL CO	I-342335	101-42110-42610	GAS OIL TIRES UNLEADED GAS	202546	4,273.44
01-09388	AXON ENTERPRISE INC	I-INUS249558	101-42110-42700	TRAVEL, CONF TASER TRAINING VOUCHERS	202494	990.00
01-09509	INNOVATIVE OFFICE SOLUT	I-IN4558236	101-42110-42600	SUPPLIES WRIST REST, BATTERY, PAPER, FOLDR	202551	136.05

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2110 POLICE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10486	AT&T MOBILITY - POLICE					
	I-9001X06232024	101-42110-42800	TELEPHONE	ACCT #287283989001	202490	1,050.84
01-10617	JUSTIN STOLTENBURG					
	I-06202024	101-42110-42700	TRAVEL, CONF	ABERDEEN TASER TRNG MEALS	202627	20.00
DEPARTMENT 2110 POLICE DEPARTMENT						TOTAL: 10,286.38

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-312745	101-42130-42500	REPAIRS LAMP	202503	10.79
01-00445	CITY OF MITCHELL					
		I-04.001700.00.05.24	101-42130-42830	UTILITIES-WAT 705 N CAPITAL ST	202506	162.48
01-01830	NORTHWESTERN ENERGY					
		I-2576730-2.06.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	202592	73.20
		I-2577687-3.06.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	202592	60.80
		I-2577895-2.06.24	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	202592	13.19
		I-2578443-0.06.24	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	202592	231.12
		I-2579139-3.06.24	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	202592	14.38
		I-2579461-1.06.24	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	202592	66.61
		I-2580311-5.06.24	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	202592	12.51
		I-2580312-3.06.24	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	202592	50.38
		I-2580491-5.06.24	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	202592	12.51
		I-2581249-6.06.24	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	202592	26.42
		I-2581250-4.06.24	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	202592	25.74
		I-2581252-0.06.24	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	202592	28.45
		I-2581521-8.06.24	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	202592	83.63
		I-2582741-1.06.24	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	202592	557.22
		I-2583138-9.06.24	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	202592	12.68
		I-2583147-0.06.24	101-42130-42810	UTILITIES-TRA 310 W NORWAY	202592	12.51
		I-2583319-5.06.24	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	202592	81.33
		I-2719916-5.06.24	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY	202592	25.74
		I-2734281-5.06.24	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	202592	26.93
		I-2735044-6.06.24	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	202592	12.00
		I-2745956-9.06.24	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	202592	24.39
		I-2784889-4.06.24	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	202592	12.17
		I-2784890-2.06.24	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	202592	12.17
		I-2943370-3.06.24	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR	202592	60.34
		I-3045379-9.06.24	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	202592	12.67
		I-3045401-1.06.24	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	202592	12.67
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-5275-2	101-42130-42545	PAINT PAINT	202619	1,916.00
		I-9934-4	101-42130-42545	PAINT STRAINER PRO	202619	39.70
01-02679	MENARD'S INC					
		I-70968	101-42130-42500	REPAIRS TRAILER WHEEL	202570	49.99
		I-71233	101-42130-42600	SUPPLIES CAR WASH CLEANER	202570	6.17
01-02880	THUNE TRUE VALUE & APPL					
		I-B290064	101-42130-42600	SUPPLIES ZINC NOZZLE	202635	9.99
		I-B291106	101-42130-42530	TRAFFIC LIGHT WIRE CONNECTORS	202635	13.47
01-03099	LAWSON PRODUCTS INC					
		I-10076701	101-42130-42530	TRAFFIC LIGHT CONNECTORS,NYLON QUICK SLIDE	202561	90.90

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03126	LIGHT & SIREN					
		I-16972	101-42130-42600	SUPPLIES PLUG ADAPTER HARNESS,LIGHTS	202564	2,103.00
01-04871	SD DEPT OF TRANSPORTATI					
		I-S00135563	101-42130-42545	PAINT GLASS BEADS	202615	1,007.40
01-06045	TRAFFIC CONTROL CORPORA					
		I-151504	101-42130-42530	TRAFFIC LIGHT REPAIR CAMPBELL WIAAPS	202641	554.00
		I-151505	101-42130-42530	TRAFFIC LIGHT REPAIR CAMPBELL TORX	202641	645.00
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #6	101-42130-42570	REPAIRS-TRAFF 2023-4 P.E. #6	202640	1,279.00
01-08524	HR GREEN INC					
		I-2022-8 P.E. #17	101-42130-43343	7TH & 1ST INT 2022-8 P.E. #17	202547	121.25
01-09349	HOWES OIL CO					
		I-342335	101-42130-42610	GAS, OIL, TIR UNLEADED GAS	202546	444.19
		I-342866	101-42130-42610	GAS, OIL, TIR ON ROAD FUEL	202546	35.16
01-10382	SIGN SOLUTIONS USA LLC					
		I-412250	101-42130-42540	SIGNS BAND-IT BRACKETS	202621	627.51
		I-412269	101-42130-42550	CONSTRUCTION HARDWARE KITS FOR SIGNAGE	202621	769.91
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	11,447.67

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-2975/1	101-42200-42641	PROTECTIVE CL APRON CHAPS	202529	253.98
01-00949	HEIMAN INC					
		I-0931668-IN	101-42200-42641	PROTECTIVE CL HELMETS	202541	2,411.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815037905	101-42200-42600	SUPPLIES PLASTIC BONDER SYRINGE	202629	8.49
01-01824	BRENDAN J POORE					
		I-06202024	101-42200-42640	UNIFORMS BOOTS REIMBURSED	202600	150.01
01-02679	MENARD'S INC					
		I-70953	101-42200-42600	SUPPLIES DEHUMIDIFIER	202570	319.99
		I-71188	101-42200-42600	SUPPLIES BOUNCE,XTRA DETERGENT,JET DRY	202570	69.80
01-02811	JONES SUPPLIES					
		I-146998	101-42200-42600	SUPPLIES TOILET BOWL CLEANER	202558	37.30
01-03334	MOTOROLA SOLUTIONS INC					
		I-8281918328	101-42200-43400	MACHINERY AND NEW RADIOS	202583	57,341.52
01-03559	A.T. EMBLEM COMPANY					
		I-I24-035	101-42200-42640	UNIFORMS MALTESE CROSS PATCHES	202484	307.45
01-09349	HOWES OIL CO					
		I-342335	101-42200-42610	GAS & OIL UNLEADED GAS	202546	310.43
		I-342866	101-42200-42610	GAS & OIL ON ROAD FUEL	202546	516.59
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4558236	101-42200-42600	SUPPLIES WRIST REST,BATTERY,PAPER,FOLDR	202551	23.35
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	61,749.91

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3100 STREET DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1861401	101-43100-42600	SUPPLIES	GATE WHEEL,HINDGE,WIRE,FENCE	202607	554.06
	I-2173392	101-43100-42600	SUPPLIES	GREEN GATE	202607	219.91
01-00445	CITY OF MITCHELL					
	I-04.001600.00.05.24	101-43100-42830	UTILITIES-WAT	1405 W 8TH AVE	202506	299.69
01-00864	DOCKENDORF EQUIPMENT CO					
	I-4046	101-43100-43421	FUEL SYSTEM U	ELECTRICAL WORK ON DISPENSER	202527	408.00
01-01199	STURDEVANTS AUTO VALUE					
	I-815037858	101-43100-42600	SUPPLIES	FUEL,OIL FILTERS,WIPERS,CAP	202629	410.48
	I-815038273	101-43100-42600	SUPPLIES	BATTERY,FUSES,FUEL/WATER SPRTR	202629	967.08
01-01417	NEWVISION SECURITY LLC					
	I-18998	101-43100-42800	UTILITIES	FIRE ALARM MONITORING	202590	75.00
01-01490	MUELLER LUMBER CO. INC.					
	I-296252	101-43100-42600	SUPPLIES	SPRAYER	202584	13.99
01-01830	NORTHWESTERN ENERGY					
	I-2576521-5.06.24	101-43100-42800	UTILITIES	1405 W 8TH AVE	202592	726.62
01-02527	TRANSOURCE					
	I-41P49714	101-43100-42600	SUPPLIES	SENSOR	202642	840.81
	I-41P49758	101-43100-42600	SUPPLIES	SENSOR KIT	202642	1,383.92
01-02607	SD FEDERAL PROPERTY AGE					
	I-553766647	101-43100-42600	SUPPLIES	JACK,ALLEN WRENCH,CHISEL SET	202616	259.00
01-02679	MENARD'S INC					
	I-70600	101-43100-42600	SUPPLIES	BLEACH,DIXIE CUPS,SOAP	202570	24.84
	I-70772	101-43100-42600	SUPPLIES	WALL CLOCK	202570	19.99
01-02811	JONES SUPPLIES					
	I-147076	101-43100-42600	SUPPLIES	PAPER TOWEL	202558	37.06
01-02880	THUNE TRUE VALUE & APPL					
	I-B290394	101-43100-42600	SUPPLIES	GRAFFITI REMOVER,BRUSH/SCRAPER	202635	15.98
01-03884	COMMERCIAL ASPHALT					
	I-0021512-IN	101-43100-42620	ASPHALT MIX	HOT MIX	202512	1,820.00
	I-0021536-IN	101-43100-42620	ASPHALT MIX	HOT MIX	202512	4,473.00
01-04626	LOCATORS AND SUPPLIES I					
	I-0314670-IN	101-43100-42600	SUPPLIES	HANDLE, SHOVEL,GLOVES,GRIP	202565	481.85
01-08130	C & B OPERATIONS LLC					
	I-12771778	101-43100-42600	SUPPLIES	GREASE GUN,SEALANT GASKET	202502	167.30

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3100 STREET DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09349	HOWES OIL CO					
		I-342335	101-43100-42610	GAS UNLEADED GAS	202546	661.67
		I-342866	101-43100-42610	GAS OFF ROAD FUEL	202546	5,704.62
		I-342866	101-43100-42610	GAS ON ROAD FUEL	202546	58.63
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4566297	101-43100-42600	SUPPLIES BOARD,CLEANER,MARKER	202551	271.86
01-09512	ENVIRONMENTAL EQUIPMENT					
		I-24078	101-43100-42600	SUPPLIES SINGLE WATER VALVE ASSEMBLY	202531	981.84
01-09671	PREMIER EQUIPMENT LLC					
		I-IH54143	101-43100-43418	SKID LOADER AIR,FUEL,HYDRAULIC,OIL FILTERS	202601	432.68
01-10382	SIGN SOLUTIONS USA LLC					
		I-412090	101-43100-42600	SUPPLIES SIGN STAND,ROAD CLOSED SIGNS	202621	2,595.53
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	23,905.41

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00038	PICTOMETRY INTERNATIONAL	I-US441537	101-43110-43440	PICTOMETRY PICTOMETRY-CITY SHARE	202599	11,763.54
01-03114	SUBWAY	I-2/A-646147	101-43110-42750	PLANNING COMM 06.10.24 PLANNING COMM MEALS	202631	39.95
		I-2/A-647625	101-43110-42750	PLANNING COMM 06.24.24 PLANNING COMM MEALS	202631	39.95
01-03130	JOHN HEGG	I-06182024	101-43110-42700	TRAVEL CONF D HEGG-BLDG OFFCL CONF REIMB	202540	351.34
01-03678	INTERSTATE OFFICE PRODU	I-01EC7773	101-43110-42600	SUPPLIES STAPLE REMOVERS	202553	37.75
		I-01ED0039	101-43110-42600	SUPPLIES ADDRESS LABELS	202553	38.88
01-09349	HOWES OIL CO	I-342335	101-43110-42610	GAS UNLEADED GAS	202546	854.53
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	13,125.94

PACKET : 06930 06931 06932 06933

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
01-01036	REXWINKEL CONCRETE INC.					
		I-2021-39 P.E. #1	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #1	202606	215,031.26
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #2	101-43120-43300	STREET OVERLA 2022-26 P.E. #2	202612	94,897.80
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #6	101-43120-43300	STREET OVERLA 2023-4 P.E. #6	202640	15,247.00
		I-2023-4 P.E. #6	101-43120-42521	SIDEWALK CONS 2023-4 P.E. #6	202640	10,571.00
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		335,747.06

PACKET : 06930 06931 06932 06933
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
=====						
01-01036	REXWINKEL CONCRETE INC.					
		I-2021-39 P.E. #1	101-43150-43319	SPRUCE RR CRO 2021-39 P.E. #1	202606	31,847.34
01-01321	MEBIUS NURSERY & LANDSC					
		I-127234	101-43150-43317	LIVESAY UTILI LIVESAY IRRIGATION REPAIR	202569	1,128.00
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.06.24	101-43150-42800	UTILITIES CABELA DR	202592	63.47
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #2	101-43150-43307	3RD & MAIN 2022-26 P.E. #2	202612	60,389.50
01-08484	DAKOTA GREEN LANDSCAPE					
		I-2806	101-43150-43317	LIVESAY UTILI LIVESAY SEWER PROJECT RESEED	202520	910.05
DEPARTMENT 3150 STORM DRAINAGE						TOTAL: 94,338.36

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-2972/1	101-43700-42600	SUPPLIES & MA CLEAR SEALANT	202529	25.98
01-00424	RUNNINGS SUPPLY INC					
		I-1856163	101-43700-42603	WEED EATERS S IMPACT WRENCH	202607	219.99
01-00436	CHS FARMERS ALLIANCE					
		I-IF9195	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER	202505	399.16
		I-IF9196	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER	202505	285.92
		I-IF9197	101-43700-42610	GAS & FUEL GOLF UNLEADED GAS	202505	494.78
01-00445	CITY OF MITCHELL					
		I-04.000400.00.05.24	101-43700-42830	UTILITIES-WAT 600 W 23RD AVE	202506	104.46
		I-04.006500.00.05.24	101-43700-42830	UTILITIES-WAT COUMMUNITY GARDEN	202506	118.15
01-00712	NAPA CENTRAL					
		I-801359	101-43700-42600	SUPPLIES & MA BELT	202587	8.69
01-01199	STURDEVANTS AUTO VALUE					
		I-815037607	101-43700-42600	SUPPLIES & MA BATTERY	202629	138.58
		I-815037619	101-43700-42600	SUPPLIES & MA 12V STARTER	202629	170.75
01-01239	BUTLER MACHINERY INC					
		I-13SS0001740	101-43700-43400	MACHINERY & E MINI HYDRAULIC EXCAVATOR	202501	1,150.00
01-01355	MIDWEST TURF & IRRIGATI					
		I-3931747-00	101-43700-42600	SUPPLIES & MA MOUNT,BEARING ASSEMBLY	202577	126.29
		I-3931747-01	101-43700-42600	SUPPLIES & MA MOUNT	202577	15.25
01-01404	MITCHELL IRON & SUPPLY					
		I-82675	101-43700-42500	REPAIR & MAIN HOSE ASSEMBLY,SLEEVE,FITTINGS	202580	302.07
		I-82688	101-43700-42600	SUPPLIES & MA OIL SEAL METRIC	202580	14.66
		I-82724	101-43700-42600	SUPPLIES & MA OIL SEAL	202580	22.08
01-01590	MCLEOD'S PRINTING					
		I-76295	101-43700-42600	SUPPLIES & MA COPY PAPER	202568	55.99
01-02495	TITAN MACHINERY-MITCHEL					
		I-PS0333067-1	101-43700-42600	SUPPLIES & MA ORING,SWIVEL,HOSE	202637	107.62
01-02650	STAN HOUSTON EQUIP CO I					
		I-2470131	101-43700-42600	SUPPLIES & MA CORDOVAN LEATHER	202624	177.44
01-02679	MENARD'S INC					
		I-70392	101-43700-42600	SUPPLIES & MA TOOLBOX,RATCH WRN	202570	93.40
01-02811	JONES SUPPLIES					
		I-146907	101-43700-42600	SUPPLIES & MA ROLL TOWEL,T-TISSUE,BOWL CLNR	202558	213.20

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL					
		I-A569877	101-43700-42600	SUPPLIES & MA GALV COUPLING,BOILER DRAIN	202635	16.98
		I-A569986	101-43700-42600	SUPPLIES & MA NUTS,BOLTS	202635	21.98
		I-A570225	101-43700-42600	SUPPLIES & MA QUICK LINK	202635	9.16
		I-A570327	101-43700-42600	SUPPLIES & MA POLY SEALANT	202635	21.98
		I-B290338	101-43700-42600	SUPPLIES & MA LANDSCAPE ADHESIVE	202635	18.98
01-08281	VESTIS					
		I-6380197192	101-43700-42600	SUPPLIES & MA MAT CLEANING	202648	31.61
DEPARTMENT 3700 CEMETERY					TOTAL:	4,365.15

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09349	HOWES OIL CO					
		I-342335	101-44120-42610	GAS OIL TIRES UNLEADED GAS	202546	46.51
DEPARTMENT 4120 ANIMAL CONTROL						TOTAL: 46.51

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5000 CULTURE & RECREATION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01414	MITCHELL PREHISTORIC IN					
	I-06242024		101-45000-42908	MIT PREHISTOR 2024 3RD QTR ALLOCATION	202581	4,750.00
DEPARTMENT 5000 CULTURE & RECREATION						TOTAL: 4,750.00

PACKET : 06930 06931 06932 06933

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
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-2927/1	101-45500-42600	SUPPLIES & MA TRIMMER LINE	202529	27.99
01-00445	CITY OF MITCHELL					
		I-04.001100.00.05.24	101-45500-42830	UTILITIES-WAT 221 N DUFF ST	202506	348.24
01-01015	INGRAM LIBRARY SERVICES					
		I-82198656	101-45500-43420	BOOKS BOOKS	202550	55.79
		I-82262099	101-45500-43420	BOOKS BOOK	202550	27.00
		I-82306698	101-45500-43420	BOOKS BOOKS	202550	44.98
		I-82337633	101-45500-43420	BOOKS BOOKS	202550	74.69
01-02811	JONES SUPPLIES					
		I-147024	101-45500-42600	SUPPLIES & MA PAPER TOWELS	202558	37.06
01-03267	WALMART/CAPITAL ONE					
		I-06122024.8692	101-45500-42600	SUPPLIES & MA ART SUPPLIES	202650	18.82
01-06583	BAKER & TAYLOR					
		I-2038342731	101-45500-43420	BOOKS CHILDREN'S BOOKS	202495	59.98
01-08223	OVERDRIVE INC					
		I-02495DA24184985	101-45500-42693	E-BOOKS/AUDIO EBOOK,EAUDIOBOOK	202596	122.50
01-09633	STAPLES					
		I-3564445388	101-45500-42600	SUPPLIES & MA TIMECARDS	202625	42.00
		I-6002834175	101-45500-42600	SUPPLIES & MA CARD STOCK	202625	24.74
				DEPARTMENT 5500 LIBRARY	TOTAL:	883.79
				FUND 101 GENERAL	TOTAL:	572,437.50

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1854549	201-45110-42605	SUPPLIES & MA WASP & HORNET SPRAY	202607	27.16	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
	I-1864028	201-45110-42550	REPAIR & MAIN HOSE	202607	44.99	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
01-00445	CITY OF MITCHELL					
	I-04.000950.00.05.24	201-45110-42850	UTILITIES-AQU HITCHCOCK POOL	202506	12,119.52	
	PROJ: J50-WATER	OUTDOOR AQUATIC CENTER	UTILITIES-WATER			
01-00520	HAWKINS INC					
	I-6770091	201-45110-42602	POOL CHEMICAL AZONE,CALCUIM CHLORIDE,PUMP TB	202538	6,515.14	
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER	CHEMICALS			
	I-6775368	201-45110-42602	POOL CHEMICAL BLACK DRUM,AZONE,CALCIUM CHLRD	202538	3,253.20	
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER	CHEMICALS			
	I-6781032	201-45110-42602	POOL CHEMICAL BLACK DRUM,AZONE,CYANURIC ACID	202538	4,591.29	
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER	CHEMICALS			
01-02560	PEPSI COLA COMPANY					
	I-97797781	201-45110-42601	CONCESSION SU GATORADES,SODAS,BUBBLRS	202598	1,414.11	
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER	CONCESSIONS			
01-02679	MENARD'S INC					
	C-70563	201-45110-42605	SUPPLIES & MA RETURNED CHEST FREEZER	202570	349.00-	
	PROJ: J50-SM-EQUIP	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-EQUIPMENT			
	I-69900	201-45110-42550	REPAIR & MAIN BUSH PVC 80	202570	21.54	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
	I-69962	201-45110-42550	REPAIR & MAIN TEFLON TAPE,BUSH PVC 80	202570	20.28	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
	I-70265A	201-45110-42605	SUPPLIES & MA NOZZLE,MOUNTING TAPE	202570	16.38	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
	I-70343	201-45110-42605	SUPPLIES & MA CHEST FREEZER	202570	349.00	
	PROJ: J50-SM-EQUIP	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-EQUIPMENT			
	I-70753	201-45110-42605	SUPPLIES & MA LAGSHLD	202570	1.09	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
01-02880	THUNE TRUE VALUE & APPL					
	I-A569914	201-45110-42550	REPAIR & MAIN SCREEN REPAIR	202635	26.75	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
01-02904	NAGEL PAINTING, INC.					
	I-06122024	201-45110-43400	CAPITAL EQUIP PAINT WALL,DOME POOL HOUSE	202586	12,240.00	
01-03267	WALMART/CAPITAL ONE					
	I-06182024.8775	201-45110-42600	SUPPLIES & MA PROGRAM TREATS	202650	44.37	
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS	SUPPLIES/MATERIAL-PROGRAMS			
01-03700	CORE-MARK MIDCONTINENT					
	C-1623354	201-45110-42601	CONCESSION SU RETURNED JALAPENO CHEESE	202515	142.62-	
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER	CONCESSIONS			

BUDGET TO USE: CB-CURRENT BUDGET

Page 116 of 417

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER'S SEWER CLEANING					
	I-34143	201-45140-42500	REPAIR & MAIN CLEAN OUT BATHROOM LINE-REC	202497	600.00	
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG	REPAIR/MAINT-PLUMBING			
01-00445	CITY OF MITCHELL					
	I-04.001300.00.05.24	201-45140-42800	UTILITIES 1300 N MAIN ST	202506	3,197.39	
	PROJ: J09-WATER	REC CTR UTILITIES	UTILITIES-WATER			
01-00520	HAWKINS INC					
	I-6775371	201-45140-42602	CHEMICALS REAGENTS,PH SOLUTIONS	202538	167.92	
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR	CHEMICALS			
01-00621	MC&R POOLS INC					
	I-1241514-IN	201-45140-42500	REPAIR & MAIN INTLF,ORING,SEAL	202566	167.98	
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG	REPAIR/MAINT-PLUMBING			
01-01410	MITCHELL SCHOOL DISTRIC					
	I-2707163-1.05.24	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	202582	1,848.12	
	PROJ: J09-ELE/GAS	REC CTR UTILITIES	UTILITIES-ELECTRIC/GAS			
01-01457	MIDWEST FIRE & SAFETY					
	I-060862	201-45140-42500	REPAIR & MAIN FIRE EXTINGUISHER SERVICE	202574	1,372.00	
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG	REPAIR/MAINT-BUILDING			
01-01497	GRAINGER					
	I-9143614668	201-45140-42500	REPAIR & MAIN US FLAG	202537	50.80	
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG	REPAIR/MAINT-GENERAL			
	I-9147231444	201-45140-42600	SUPPLIES & MA ALKALINE BATTERY	202537	7.88	
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-02567	S & M PRINTING INC					
	I-82565	201-45140-42300	PUBLISHING CORE TOPIC BOOK COVERS	202609	780.00	
	PROJ: J08-DOH	REC CTR PUBLISHING	PUBLISHING-DEPT OF HEALTH			
01-02679	MENARD'S INC					
	I-70964	201-45140-42600	SUPPLIES & MA SOCKCAP	202570	1.29	
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-02840	TESSIER'S INC					
	I-TES085146	201-45140-42500	REPAIR & MAIN REC CENTER HVAC REPAIRS	202634	579.33	
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG	REPAIR/MAINT-HVAC			
01-02880	THUNE TRUE VALUE & APPL					
	I-A571067	201-45140-42600	SUPPLIES & MA PREC HOOK/PIC SET	202635	8.99	
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-03279	INTERSTATE GLASS & DOOR					
	I-64885	201-45140-42500	REPAIR & MAIN REC CENTER BACK DOOR REPAIR	202552	288.28	
	PROJ: J06-RM-GENER	REC CTR-GENERAL BLDG	REPAIR/MAINT-GENERAL			

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04352	UPS STORE #4227					
		I-06072024	201-45140-42600	SUPPLIES & MA SHIPPING	202644	12.67
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-09126	IDENTISYS INC					
		I-661930	201-45140-42600	SUPPLIES & MA XCEED HID KEY TAG	202548	408.40
01-09633	STAPLES					
		C-6004997364	201-45140-42600	SUPPLIES & MA RETURNED CWP HWND WHT	202625	39.57-
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3563403152	201-45140-42600	SUPPLIES & MA TOWELS, TISSUES, BOWL CLNR, LINER	202625	462.77
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3563528869	201-45140-42600	SUPPLIES & MA DISINFECTANT WIPES	202625	36.41
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3564222562	201-45140-42600	SUPPLIES & MA GLOVES	202625	157.37
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3564321173	201-45140-42600	SUPPLIES & MA TIDE BLEACH	202625	116.32
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3564632175	201-45140-42600	SUPPLIES & MA LINERS	202625	44.78
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-3565044697	201-45140-42600	SUPPLIES & MA MICROFIBER CLOTH	202625	51.95
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
		I-3565483806	201-45140-42600	SUPPLIES & MA BAR TOWELS	202625	42.62
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
		I-6002672333	201-45140-42600	SUPPLIES & MA TAPE DISPENSER, KLEENEX, DTRGNT	202625	129.56
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6002672334	201-45140-42600	SUPPLIES & MA BOWL CLEANER	202625	67.16
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6002834176	201-45140-42600	SUPPLIES & MA T-TISSUE	202625	130.36
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6004097856	201-45140-42600	SUPPLIES & MA THERMAL ROLLS	202625	77.48
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-6004158578	201-45140-42600	SUPPLIES & MA LINERS	202625	109.38
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6004224274	201-45140-42600	SUPPLIES & MA LAMINATE SHEETS	202625	44.72
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-6004435225	201-45140-42600	SUPPLIES & MA HAND TOWELS	202625	118.71
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-60044894983	201-45140-42600	SUPPLIES & MA FOAMING HAND WASH	202625	39.10
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6004997365	201-45140-42600	SUPPLIES & MA LINER	202625	67.17
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1JJ9-P61W-MNVK	201-45140-42600	SUPPLIES & MA SWEEPING CLOTHS	202487	44.99
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	11,192.33

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		C-2900/1	201-45160-42600	SUPPLIES & MA RETURNED LOCK ENTRY	202529	4.00-
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-00236	BENDER'S SEWER CLEANING					
		I-34201	201-45160-42500	REPAIR & MAIN CLEAN OUT WOMEN'S BATHROOM	202497	125.00
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-00356	QUALIFIED PRESORT					
		I-2279-4873	201-45160-42600	SUPPLIES & MA POSTAGE 06.01-15.2024	202603	0.68
01-00424	RUNNINGS SUPPLY INC					
		I-1860517	201-45160-42600	SUPPLIES & MA PVC COUPLING	202607	42.98
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-II2705	201-45160-42602	CHEMICALS WEEDMASTER	202505	1,330.20
	PROJ: H05-42602	SOFTBALL		CHEMICALS		
01-00445	CITY OF MITCHELL					
		I-04.000300.00.05.24	201-45160-42800	UTILITIES CADWELL PARK BTHRM	202506	276.47
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-04.001000.00.05.24	201-45160-42800	UTILITIES 1001 N MINNESOTA ST	202506	334.52
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-04.001001.00.05.24	201-45160-42800	UTILITIES ICE ARENA-SOUTH BLDG	202506	2,361.47
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
		I-04.001150.00.05.24	201-45160-42800	UTILITIES 5951 AIRPORT RD	202506	208.92
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-04.001550.00.05.24	201-45160-42800	UTILITIES SOCCER COMPLEX	202506	230.03
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
01-00532	A-OX WELDING SUPPLY CO					
		I-0001374763	201-45160-42600	SUPPLIES & MA ARGON CYLINDER FILL	202483	88.15
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-01036	REXWINKEL CONCRETE INC.					
		I-2022-34 P.E. #8	201-45160-43320	CAPITAL IMPRO 2022-34 P.E. #8	202606	5,625.00
01-01054	JAMES VALLEY LANDSCAPE					
		I-2006242	201-45160-42600	SUPPLIES & MA VALVE ELECTRIC TORO	202555	405.99
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815037417	201-45160-42500	REPAIR & MAIN GASKET,SEAL,RADIATOR CAP	202629	19.67
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815037867	201-45160-42500	REPAIR & MAIN OIL FILTERS	202629	34.92
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815038272	201-45160-42500	REPAIR & MAIN SPARK PLUG	202629	17.94
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01819	NORTHWEST PIPE FITTINGS					
		I-444853	201-45160-42600	SUPPLIES & MA PIPE BOE,T-BOLTS,TRANS GASKET	202591	592.37
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-444872	201-45160-42600	SUPPLIES & MA SPINKLER HEAD,COUPLING,ADAPTOR	202591	1,199.34
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-445219	201-45160-42600	SUPPLIES & MA PVC RESTRAINT	202591	163.95
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.06.24	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	202592	1,855.00
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2834109-7.06.24	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	202592	1,374.89
	PROJ: H15-42800	LAK MITCHELL PUMP CADWELL		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S103829254.001	201-45160-42600	SUPPLIES & MA CLEAR CEMENT,PRIMER,ACCT704	202522	43.68
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02495	TITAN MACHINERY-MITCHEL					
		I-PS0313978-1	201-45160-42500	REPAIR & MAIN WASHER,FIBER WASHER, BOLT,LOCK	202637	9.48
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-PS0313978-3	201-45160-42500	REPAIR & MAIN FUEL CAP,FIBER WASHER,LOCK	202637	62.65
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-PS0334652-1	201-45160-42500	REPAIR & MAIN NOZZLE BODY,CAP,QUICKJET BODY	202637	11.11
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02679	MENARD'S INC					
		I-70548	201-45160-42600	SUPPLIES & MA HOSE CUTTER,EDGER STAR	202570	107.72
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-70715	201-45160-42600	SUPPLIES & MA PVC PIPE	202570	10.44
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-71069	201-45160-42500	REPAIR & MAIN STEEL PROMPT	202570	426.50
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-02804	TMA STORES					
		I-103427	201-45160-42500	REPAIR & MAIN TURF TIRES	202639	80.04
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-147023	201-45160-42600	SUPPLIES & MA T-PAPER	202558	315.00
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A571367	201-45160-42500	REPAIR & MAIN TOILET SEAL,TOILET GASKET	202635	26.36
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-B291107	201-45160-42500	REPAIR & MAIN TANK FLUSH LEVER	202635	4.99
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-08245	XTREME FIRE PROTECTION					

PACKET : 06930 06931 06932 06933

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
01-08245	XTREME FIRE PROTECTION	continued				
		I-7631	201-45160-43300	CAPITAL IMPRO REPLACE MAIN,EXISTNG AIR COMPR	202651	37,000.00
01-09349	HOWES OIL CO					
		I-342335	201-45160-42610	GAS & FUEL UNLEADED GAS	202546	1,056.24
		I-342866	201-45160-42610	GAS & FUEL OFF ROAD FUEL	202546	1,361.64
01-10554	MIDWEST OIL COMPANY					
		I-1028811	201-45160-42500	REPAIR & MAIN VP ULTRA OIL	202576	263.26
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	57,062.60

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5165 CADWELL CONCESSIONS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02560	PEPSI COLA COMPANY					
		I-97797282	201-45165-42610	COST OF GOODS MT DEW,DT PEPSI,GATORADE	202598	569.14
		I-97797784	201-45165-42610	COST OF GOODS GATORADES,SODAS	202598	1,293.02
01-02679	MENARD'S INC					
		C-71007	201-45165-42500	REPAIR & MAIN RETURNED STAIN CEDAR	202570	43.98-
		I-70937	201-45165-42500	REPAIR & MAIN PAINT PAIL,LINERS,PAPER TOWELS	202570	223.90
		I-71008	201-45165-42500	REPAIR & MAIN STAIN	202570	43.98
01-03700	CORE-MARK MIDCONTINENT					
		I-1629085	201-45165-42610	COST OF GOODS SEEDS,HOT DOGS,ICE CREAM	202515	808.63
		I-1641852	201-45165-42610	COST OF GOODS HOT DOGS,BURGERS,CANDY,SEEDS	202515	1,816.12
DEPARTMENT 5165 CADWELL CONCESSIONS TOTAL:						4,710.81

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-2791/1	201-45210-42600	SUPPLIES & MA SIMPLE GREEN,SCRUB BRUSH	202529	28.80
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
01-00356	QUALIFIED PRESORT					
		I-2279-4873	201-45210-42600	SUPPLIES & MA POSTAGE 06.01-15.2024	202603	2.04
01-00424	RUNNINGS SUPPLY INC					
		I-1850062	201-45210-42600	SUPPLIES & MA PLIERS	202607	41.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1854008	201-45210-42600	SUPPLIES & MA CABLE TIES,SAFETY GLASSES	202607	57.55
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1854522	201-45210-42600	SUPPLIES & MA FUEL CAN,PUMP PISTON LEVER	202607	178.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1855189	201-45210-42600	SUPPLIES & MA RECEPTACLE,BATTERY	202607	250.28
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1859110	201-45210-42602	CHEMICALS GLYPHOSATE RANGER PRO	202607	59.99
	PROJ: H56-42602	HITCHCOCK PARK		CHEMICALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IF9198	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	202505	1,605.46
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IF9199	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	202505	1,354.31
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-00445	CITY OF MITCHELL					
		I-04.000050.00.05.24	201-45210-42800	UTILITIES 5TH/MAIN ST N-SPRKL	202506	183.36
	PROJ: H82-42800	DOWNTOWN BEAUTIFCATION		UTILITIES		
		I-04.000900.00.05.24	201-45210-42800	UTILITIES HITCHCOCK PARK	202506	544.48
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-04.000960.00.05.24	201-45210-42800	UTILITIES HITCHCOCK PARK OFFIC	202506	162.48
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-04.001010.00.05.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	202506	928.88
	PROJ: H63-42850	VETERANS PARK		UTILITES/VETERANS PARK		
		I-04.002000.00.05.24	201-45210-42800	UTILITIES BELLA'S GARDEN	202506	200.58
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-04.002100.00.05.24	201-45210-42800	UTILITIES PIONEER PARK	202506	54.08
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-04.002200.00.05.24	201-45210-42800	UTILITIES PUBLIC BEACH	202506	54.08
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-04.002300.00.05.24	201-45210-42800	UTILITIES 800 E 11TH AVE-BTHRMS	202506	130.90
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-04.002400.00.05.24	201-45210-42800	UTILITIES 745 N HARMON DR	202506	130.90
	PROJ: H76-42800	SANDY BEACH		UTILITIES		
		I-04.003111.00.05.24	201-45210-42800	UTILITIES 311 1/2 N HARMON DR	202506	116.04
	PROJ: H66-42800	CAMP ARROYA		UTILITIES		
		I-04.003600.00.05.24	201-45210-42800	UTILITIES KIWANIS WOODLOT PARK	202506	14.88
	PROJ: H71-42800	KIWANIS WOODLOT		UTILITIES		
		I-04.003950.00.05.24	201-45210-42800	UTILITIES 950 INDIAN VLG RD	202506	139.26
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL	continued				
		I-04.009700.00.05.24	201-45210-42800	UTILITIES HITCHCOCK WOOD SHOP	202506	150.87
	PROJ: H51-42800	PARK SHOP		UTILITIES		
01-00531	PAULSON SHEET METAL INC					
		I-SV2405	201-45210-42600	SUPPLIES & MA FINANCE CHARGE	202597	2.29
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000305125	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILL	202483	99.90
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-0001375323	201-45210-42600	SUPPLIES & MA FINANCE CHARGE	202483	12.50
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00671	VAN DIEST SUPPLY CO					
		I-137910	201-45210-42900	MOSQUITO PROG LARVICIDE	202645	4,010.00
	PROJ: H51-42900	PARK SHOP		MOSQUITO PROGRAM		
		I-139462	201-45210-42900	MOSQUITO PROG LARVICIDING OIL,BIOMIST	202645	6,124.25
	PROJ: H51-42900	PARK SHOP		MOSQUITO PROGRAM		
		I-139463	201-45210-42900	MOSQUITO PROG ULV FLUSHING SOLUTION	202645	109.80
	PROJ: H51-42900	PARK SHOP		MOSQUITO PROGRAM		
		I-139464	201-45210-42900	MOSQUITO PROG ALTOSID BRIQUETS,ALTOSID	202645	3,829.20
	PROJ: H51-42900	PARK SHOP		MOSQUITO PROGRAM		
01-01054	JAMES VALLEY LANDSCAPE					
		I-2006172	201-45210-42600	SUPPLIES & MA WOOD MULCH	202555	109.00
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-2006190	201-45210-42600	SUPPLIES & MA WOOD MULCH	202555	65.40
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-2006215	201-45210-42600	SUPPLIES & MA FLOWERS FOR DOWNTOWN	202555	1,061.20
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-2006216	201-45210-42600	SUPPLIES & MA FLOWERS FOR DOWNTOWN	202555	601.20
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-2006217	201-45210-42600	SUPPLIES & MA FLOWERS FOR PATTON YOUNG	202555	1,500.30
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-2006233	201-45210-42600	SUPPLIES & MA FLOWERS FOR GARDEN	202555	7,815.73
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-2006248	201-45210-42600	SUPPLIES & MA ROCKS FOR FLOWER POTS	202555	79.79
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-2006249	201-45210-42600	SUPPLIES & MA FLOWERS FOR POTS	202555	1,021.23
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-81500048.05.24	201-45210-42500	REPAIR & MAIN FINANCE CHARGE	202629	1.99
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815036647	201-45210-42500	REPAIR & MAIN SPARK PLUG,AIR FILTER	202629	34.14
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815037708	201-45210-42500	REPAIR & MAIN MINIATURE LAMPS	202629	5.49
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01321	MEBIUS NURSERY & LANDSC					
		I-127241	201-45210-42604	TREES TREES	202569	300.00
	PROJ: H52-42604	FORESTRY		TREES		
01-01395	MITCHELL CONCRETE PRODU					
		I-107120	201-45210-42600	SUPPLIES & MA POLE BARN PADS	202579	90.00
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.06.24	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	202592	60.09
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.06.24	201-45210-42800	UTILITIES PATTON YOUNG	202592	95.15
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.06.24	201-45210-42800	UTILITIES ACCESS LOT METER	202592	12.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.06.24	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	202592	53.21
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-2997129-8.06.24	201-45210-42800	UTILITIES 800 E 11TH AVE	202592	24.39
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-3975323-1.06.24	201-45210-42800	UTILITIES 502 S LAWLER ST	202592	55.12
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3975325-6.06.24	201-45210-42800	UTILITIES 612 W ASH AVE	202592	38.63
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-02679	MENARD'S INC					
		I-69939	201-45210-42600	SUPPLIES & MA 10,000 ALO 3CCT STRIP-LIGHT	202570	109.98
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-70646	201-45210-42600	SUPPLIES & MA FABRIC POLYWEB	202570	24.99
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-70749A	201-45210-42600	SUPPLIES & MA SWING PIPE COUPLING	202570	5.76
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-70774	201-45210-42600	SUPPLIES & MA CLEANER	202570	24.68
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-71112	201-45210-42600	SUPPLIES & MA ADHESIVE	202570	5.58
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-02790	SUN GOLD SPORTS LLC					
		I-26956	201-45210-42650	UNIFORMS ROTH LOGOD UNIFORM	202632	132.00
		I-26956	201-45210-42650	UNIFORMS PT SEASONAL SHIRTS	202632	240.00
01-02804	TMA STORES					
		I-103118	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR,TUBE	202639	33.36
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-103300	201-45210-42600	SUPPLIES & MA LOOSE FLAT REPAIR	202639	40.61
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
01-02811	JONES SUPPLIES					
		I-146920	201-45210-42600	SUPPLIES & MA T-PAPER,LINERS,CLEANER,TRIGGER	202558	435.48
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		

PACKET : 06930 06931 06932 06933

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
=====						
01-02811	JONES SUPPLIES		continued			
		I-147048	201-45210-42600	SUPPLIES & MA VINYL GLOVES	202558	126.10
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-B289246	201-45210-42600	SUPPLIES & MA STEM KEY, LOOSE KEY HANDLE	202635	17.98
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-B289932	201-45210-42600	SUPPLIES & MA BATTERIES	202635	20.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12783329	201-45210-42500	REPAIR & MAIN SWITCH, JUMPER	202502	68.91
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-12784696	201-45210-42500	REPAIR & MAIN SCREW, WASHER, FLANGE LOCK	202502	51.94
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4560210	201-45210-42600	SUPPLIES & MA NOTE PAD, POUCH	202551	23.89
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-09633	STAPLES					
		I-3565150200	201-45210-42600	SUPPLIES & MA WIPERS, MOUNT SANI NAP	202625	321.12
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					
		I-3719	201-45210-42600	SUPPLIES & MA PORTA POT RENTALS	202613	360.00
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
01-10356	CK BICYCLES & LOCKS LLC					
		I-18400	201-45210-42600	SUPPLIES & MA SERVICE CALL FOR BANDSTAND DR	202510	125.00
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-10554	MIDWEST OIL COMPANY					
		I-1028811	201-45210-42610	GAS & FUEL VP ULTRA OIL	202576	263.25
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
				DEPARTMENT 5210 PARKS	TOTAL:	36,033.78

PACKET : 06930 06931 06932 06933
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
=====						
01-02880	THUNE TRUE VALUE & APPL					
	I-B290777		201-45220-42500	REPAIR & MAIN CAULK	202635	14.97
01-09509	INNOVATIVE OFFICE SOLUT					
	I-IN4560210		201-45220-42600	SUPPLIES & MA NOTE PAD,POUCH	202551	63.85
DEPARTMENT 5220 SUPERVISION						TOTAL: 78.82

FUND 201 PARK FUND						TOTAL: 154,984.55

06/27/2024 10:34 AM
PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 202 CORN PALACE FUND
DEPARTMENT: 5650 CORN PALACE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 37

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-4873	202-45650-42660	SHIPPING/POST POSTAGE 06.01-15.2024	202603	7.48
01-00424	RUNNINGS SUPPLY INC					
		I-1863468	202-45650-42600	SUPPLIES & MA POULTRY WIRE	202607	32.97
01-00445	CITY OF MITCHELL					
		I-04.000700.00.05.24	202-45650-42830	UTILITIES-WAT 604 N MAIN ST	202506	3,558.75
		I-04.000701.00.05.24	202-45650-42830	UTILITIES-WAT 6TH AVE PLAZA	202506	196.64
01-01199	STURDEVANTS AUTO VALUE					
		I-815037415	202-45650-42500	REPAIRS & MAI SUSPENSION SHOCK ABSORBER	202629	97.48
		I-815038269	202-45650-42500	REPAIRS & MAI ROTOR RR BRK,PAD SET,BLOWER	202629	246.45
01-01590	MCLEOD'S PRINTING					
		I-76697	202-45650-42320	ADVERTISING/P MENU SIGNS	202568	75.00
		I-76713	202-45650-42907	PRE-STURGIS P PRE-STURGIS YARD SIGNS	202568	179.00
		I-76714	202-45650-42907	PRE-STURGIS P PRE-STURGIS PARTY LABELS	202568	159.90
01-01744	CUMMINS SALES & SERVICE					
		I-J6-68165	202-45650-42500	REPAIRS & MAI EQUIPMENT MAINTENANCE CHECK	202517	874.95
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.06.24	202-45650-42800	UTILITIES 600 N MAIN ST	202592	167.91
		I-4153312-6.06.24	202-45650-42800	UTILITIES 614 N LAWLER ST	202592	12.85
01-02679	MENARD'S INC					
		I-70940	202-45650-42600	SUPPLIES & MA ROLLERS,SPRINGE,PUTTY KNIVES	202570	108.51
		I-71011	202-45650-42600	SUPPLIES & MA LED LIGHTS	202570	11.99
01-02811	JONES SUPPLIES					
		C-146996	202-45650-42600	SUPPLIES & MA RETURNED GLOVES	202558	58.55-
		I-146950	202-45650-42600	SUPPLIES & MA GLOVES,NAPKINS,ROLL TOWELS	202558	197.10
		I-146997	202-45650-42600	SUPPLIES & MA GLOVES	202558	38.90
		I-147068	202-45650-42600	SUPPLIES & MA SCREENS,T-TISSUE,TOWELS	202558	290.32
		I-147144	202-45650-42600	SUPPLIES & MA T-TISSUE,BLACK LINERS	202558	196.35
01-02880	THUNE TRUE VALUE & APPL					
		I-A571030	202-45650-42600	SUPPLIES & MA GLUE STICK	202635	14.58
01-03700	CORE-MARK MIDCONTINENT					
		I-1631824	202-45650-42610	COST OF GOODS CORNNUTS,CANDY,CHIPS,OIL	202515	3,147.19
		I-1631825-72	202-45650-42610	COST OF GOODS POPCORN BAGS	202515	1,436.08
		I-1644358	202-45650-42610	COST OF GOODS GUM,CANDY,COOKIES,KETCHUP,MSTD	202515	1,293.15
		I-1644359-72	202-45650-42610	COST OF GOODS M&M'S,POPCORN BAGS	202515	413.04
01-07344	CHESTERMAN COMPANY					
		I-11406083	202-45650-42610	COST OF GOODS POWERADE,BIBS,CUPS,LIDS	202504	759.00

PACKET : 06930 06931 06932 06933

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
01-08281	VESTIS					
		I-6380202134	202-45650-42600	SUPPLIES & MA MAT CLEANING	202648	33.66
01-09308	NEDVED MEDIA					
		I-24050235	202-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	202588	1,575.00
		I-24050236	202-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	202588	1,575.00
01-09349	HOWES OIL CO					
		I-342335	202-45650-42620	GAS & FUEL UNLEADED GAS	202546	345.08
		I-342335	202-45650-42620	GAS & FUEL UNLEADED GAS	202546	181.22
01-09703	AMAZON CAPITAL SERVICES					
		I-1P3P-WQ9W-T9CJ	202-45650-42600	SUPPLIES & MA BALLAST LIGHTS	202487	199.98
		I-1X6H-9LFD-JL6T	202-45650-42600	SUPPLIES & MA LED TUBE LIGHTS	202487	136.61
01-10254	LEIGHTON FAMILY FARMS					
		I-1069	202-45650-42610	COST OF GOODS POPCORN	202562	811.00
01-10353	DIMOCK DAIRY INC					
		I-24061405	202-45650-42610	COST OF GOODS CHEESE VARIETIES	202526	396.00
01-10541	BUILDERS FIRST SOURCE					
		I-72442524	202-45650-42500	REPAIRS & MAI REPAIR 5 PNUEMATIC TOOLS	202500	308.00
DEPARTMENT 5650 CORN PALACE					TOTAL:	19,018.59

FUND 202 CORN PALACE FUND					TOTAL:	19,018.59

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06294	BROSZ ENGINEERING INC					
	I-2023-3 P.E. #12		203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #12	202499	7,652.50
01-09239	MIDWEST LABORATORIES IN					
	I-1187739		203-45220-42550	TESTING LAKE WATER TESTING	202575	1,278.05
DEPARTMENT 5220 LAKE						TOTAL: 8,930.55

FUND 203 LAKE MITCHELL						TOTAL: 8,930.55

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09187	CONFLUENCE, INC					
		I-29289	211-46311-42963	COMMUNITY PRO CORN PALACE PLAZA EXPANSION	202513	3,899.16
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	3,899.16

				FUND 211 ENTERTAINMENT TAX	TOTAL:	3,899.16

PACKET : 06930 06931 06932 06933

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
=====						
01-02866	DEBRA JONES					
		I-06242024	213-46311-42900	PROJECT IMPRO ROOF REPAIRS	202557	720.00
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						720.00

FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						720.00

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10486	AT&T MOBILITY - POLICE					
		I-9001X06232024	214-43500-42800	UTILITIES - T ACCT #287283989001	202490	45.38
DEPARTMENT 3500 E-911					TOTAL:	45.38

FUND 214 E-911 EMERGENCY					TOTAL:	45.38

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IZ3368	218-45150-42610	GAS OIL TIRES TIRE REPAIR	202505	20.00
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-00445	CITY OF MITCHELL					
		I-04.000200.00.05.24	218-45150-42810	UTILITIES-GAR BUS BARN/CAR WASH	202506	281.83
	PROJ: E01-GAUT	5311-FY18/19		Garage Utilities		
01-00712	NAPA CENTRAL					
		I-801820	218-45150-42500	REPAIR AND MA INTERCOOLER TUBE	202587	189.79
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-801827	218-45150-42500	REPAIR AND MA BRAKE PADS,CORE DEPOSIT	202587	246.12
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-09349	HOWES OIL CO					
		I-342335	218-45150-42610	GAS OIL TIRES UNLEADED GAS	202546	6,793.09
		I-342866	218-45150-42610	GAS OIL TIRES ON ROAD FUEL	202546	521.62
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	8,052.45

PACKET : 06930 06931 06932 06933
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00445	CITY OF MITCHELL					
		I-04.001400.00.05.24	218-45180-42800	UTILITIES 300 W 1ST AVE	202506	647.99
				DEPARTMENT 5180 JVCC	TOTAL:	647.99

				FUND 218 COMMUNITY SERVICES	TOTAL:	8,700.44

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 219 NUTRITION

DEPARTMENT: 5140 NUTRITION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09069	BIG DADDY D'S INC					
		I-915	219-45140-42911	CONTRACT SERV SR MEALS 06.03-07.2024	202498	2,242.50
		I-916	219-45140-42911	CONTRACT SERV SR MEALS 06.10-14.2024	202498	2,594.40
		I-917	219-45140-42911	CONTRACT SERV SR MEALS 06.24-28.2024	202498	1,766.40
01-09349	HOWES OIL CO					
		I-342335	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	202546	146.72
DEPARTMENT 5140 NUTRITION					TOTAL:	6,750.02

FUND 219 NUTRITION					TOTAL:	6,750.02

PACKET : 06930 06931 06932 06933

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
01-00042	VIRTOWER, LLC					
		I-2024-25 P.E. #1	230-43500-43425	VIRTOWER 2024-25 P.E. #1	202649	6,000.00
01-00281	HELMS AND ASSOCIATES					
		I-AIP 28 AIRPORT #36	230-43500-43320	AIP-RECONSTRU AIP 28 AIRPORT P.E. #36	202542	1,859.81
		I-AIP 32 AIRPORT #4	230-43500-43205	HANGAR AIP 32 AIRPORT P.E. #4	202542	928.08
01-00445	CITY OF MITCHELL					
		I-04.000100.00.05.24	230-43500-42800	UTILITIES AIRPORT SHOP	202506	104.43
		I-04.000111.00.05.24	230-43500-42800	UTILITIES AIRPORT CRASH STN	202506	104.43
01-08130	C & B OPERATIONS LLC					
		I-12787773	230-43500-42500	REPAIR & MAIN AIRPORT MOWER BLADE KIT	202502	70.92
				DEPARTMENT 3500 AIRPORT	TOTAL:	9,067.67
				FUND 230 AIRPORT	TOTAL:	9,067.67

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3330 WATER TREATMENT PLANT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1868595	602-43330-42600	SUPPLIES & MA SHOP TOWELS,TRIGGER,COUPLER	202607	73.27
01-00445	CITY OF MITCHELL					
		I-04.001900.00.05.24	602-43330-42830	UTILITIES-WAT 2800 N MAIN ST	202506	2,598.41
01-00520	HAWKINS INC					
		I-6783997	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	202538	50.00
01-01590	MCLEOD'S PRINTING					
		I-76313	602-43330-42600	SUPPLIES & MA BOX	202568	18.99
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.06.24	602-43330-42800	UTILITIES 1416 E SPRUCE ST	202592	46.85
01-07598	AQUA-PURE INC					
		I-MITSD2406	602-43330-42620	CHEMICAL SERV SODIUM TRIPOLYPHOSPHATE	202489	3,487.50
01-08281	VESTIS					
		I-6380200820	602-43330-42600	SUPPLIES & MA MAT CLEANING	202648	42.53
01-09349	HOWES OIL CO					
		I-342335	602-43330-42610	GAS & FUEL UNLEADED GAS	202546	216.64
		I-342866	602-43330-42610	GAS & FUEL OFF ROAD FUEL	202546	299.42

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 6,833.61

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-4873	602-43340-42660	POSTAGE POSTAGE 06.01-15.2024	202603	44.89
01-00424	RUNNINGS SUPPLY INC					
		I-1861084	602-43340-42600	SUPPLIES & MA TAPE MEASURE,GORILLA TAPE,EARP	202607	110.93
01-00445	CITY OF MITCHELL					
		I-04.001800.00.05.24	602-43340-42830	UTILITIES-WAT WATER SHOP	202506	174.09
01-00469	GEOTEK ENGINEERING & TE					
		I-2020-20 P.E. #10	602-43340-43355	ABOVE GROUND 2020-20 P.E. #10	202535	1,578.00
01-00786	SOUTH DAKOTA 811					
		I-SD24-01303	602-43340-42200	LOCATES MAY 2024 MESSAGE FEES	202623	169.05
01-01700	AAA COLLECTIONS INC					
		I-7782-1.05.24	602-43340-42910	BILLING OFFIC COLLECTION FEES	202485	26.66
01-01819	NORTHWEST PIPE FITTINGS					
		I-443284	602-43340-42600	SUPPLIES & MA AUTO FLUSHING STATION	202591	3,064.30
01-01830	NORTHWESTERN ENERGY					
		I-2576810-2.06.24	602-43340-42800	UTILITIES 1224 1/2 W 5TH AVE	202592	167.41
01-01964	DAKOTA SUPPLY GROUP					
		I-S103598512.004	602-43340-42600	SUPPLIES & MA LIFTER PLATE RPR,ACCT 700	202522	392.03
01-02470	CORE & MAIN LP					
		I-U611960	602-43340-42600	SUPPLIES & MA 3-WAY HYDRANT SHOE	202514	4,278.73
		I-U935820	602-43340-42600	SUPPLIES & MA METER PARTS,VALVES,CAPS	202514	9,306.49
		I-U956019	602-43340-42600	SUPPLIES & MA RINGS,SELF SEALING COVER	202514	3,389.68
		I-V057774	602-43340-42600	SUPPLIES & MA METER GASKETS	202514	138.60
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2023-7 P.E. #12	602-43340-43332	WEST HARMON D 2023-7 P.E. #12	202611	1,500.17
		I-2023-8 P.E. #12	602-43340-43331	12TH-13TH LOO 2023-8 P.E. #12	202611	9,636.93
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #2	602-43340-43334	3RD & MAIN 2022-26 P.E. #2	202612	34,508.29
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-9911-2	602-43340-42600	SUPPLIES & MA PAINT	202619	52.74
01-02679	MENARD'S INC					
		I-71116	602-43340-42600	SUPPLIES & MA BRASS NIPPLE,COUPLING	202570	33.95
01-02804	TMA STORES					
		I-103441	602-43340-42600	SUPPLIES & MA TIRES, TIRE DISPOSAL	202639	494.57

PACKET : 06930 06931 06932 06933

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
01-02880	THUNE TRUE VALUE & APPL					
		I-A570613	602-43340-42600	SUPPLIES & MA KEYS	202635	24.90
		I-A570794	602-43340-42600	SUPPLIES & MA KEY TAG RACK	202635	9.49
01-04312	USA BLUEBOOK					
		C-SCN086763	602-43340-43409	WATER METERS RETURNED GATE & CHECK VALVE	000000	4,171.90-
		I-INV00372904	602-43340-43409	WATER METERS GATE & CHECK VALVE	000000	4,171.90
01-06656	PREMIER PEST CONTROL LL					
		I-52327	602-43340-42600	SUPPLIES & MA JUNE 2024 PEST CONTROL	202602	75.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #39	602-43340-43355	ABOVE GROUND 2020-20 P.E. #39	202549	41,704.91
01-08484	DAKOTA GREEN LANDSCAPE					
		I-2805	602-43340-43331	12TH-13TH LOO 12TH&13TH WATER REPLCMNT REPR	202520	97.59
01-09349	HOWES OIL CO					
		I-342335	602-43340-42610	GAS & FUEL UNLEADED GAS	202546	1,515.95
		I-342866	602-43340-42610	GAS & FUEL OFF ROAD FUEL	202546	38.54
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	112,533.89
				FUND 602 WATER	TOTAL:	119,367.50

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3200 WASTE WATER TREATMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4873	604-43200-42660	POSTAGE POSTAGE 06.01-15.2024	202603	44.21
01-00424	RUNNINGS SUPPLY INC					
		I-1865017	604-43200-42600	SUPPLIES GOPHER PELLETS,TORDON KILLER	202607	29.58
01-00445	CITY OF MITCHELL					
		I-04.001500.00.05.24	604-43200-42830	UTILITIES-WAT 2141 E HAVENS AVE	202506	366.37
01-00750	FISHER SCIENTIFIC					
		I-3114354	604-43200-42600	SUPPLIES PROBE MEMBRANE KIT	202533	252.90
		I-3147641	604-43200-42600	SUPPLIES BUFFER SOL PHOS	202533	197.34
		I-3185145	604-43200-42600	SUPPLIES POTASSIUM CHLORIDE	202533	80.93
01-02143	HDR ENGINEERING INC					
		I-2022-1 P.E. #17	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #17	202539	91,557.25
01-02495	TITAN MACHINERY-MITCHEL					
		I-PS0329314-1	604-43200-42600	SUPPLIES BUSHING,CARRIAGE BOLT,LOCK	202637	40.16
		I-PS0329314-2	604-43200-42600	SUPPLIES BUSHING	202637	6.40
01-02679	MENARD'S INC					
		I-70658	604-43200-42600	SUPPLIES DISTILLED WATER	202570	10.98
01-06656	PREMIER PEST CONTROL LL					
		I-52315	604-43200-42600	SUPPLIES JUNE 2024 PEST CONTROL	202602	75.00
01-09349	HOWES OIL CO					
		I-342335	604-43200-42610	GAS & FUEL UNLEADED GAS	202546	324.47
		I-342866	604-43200-42610	GAS & FUEL ON ROAD FUEL	202546	546.54
				DEPARTMENT 3200 WASTE WATER TREATMENT	TOTAL:	93,532.13

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00185	AUTO BODY SPECIALTIES					
	I-256596/2	604-43250-42600	SUPPLIES	MIRROR	202491	61.60
01-00236	BENDER'S SEWER CLEANING					
	I-34234	604-43250-42500	REPAIRS	N HARMON DR FLOOD WATER	202497	5,280.00
01-00424	RUNNINGS SUPPLY INC					
	I-1863624	604-43250-42600	SUPPLIES	NOZZLE STRAINERS	202607	9.99
	I-1872496	604-43250-42600	SUPPLIES	COUPLER LOCK BODY	202607	34.99
01-00525	DAKOTA PUMP LLC					
	I-18221	604-43250-42600	SUPPLIES	VALVE CHECK,GASKET RING	202521	2,711.19
	I-18246	604-43250-42600	SUPPLIES	FOSTER ST LIFT STATION	202521	206.63
01-00786	SOUTH DAKOTA 811					
	I-SD24-01303	604-43250-42200	PROFESSIONAL	MAY 2024 MESSAGE FEES	202623	169.05
01-01199	STURDEVANTS AUTO VALUE					
	I-815037862	604-43250-42600	SUPPLIES	AIR,OIL,TRANSMISSION FILTERS	202629	88.57
01-01700	AAA COLLECTIONS INC					
	I-7782-1.05.24	604-43250-42910	BILLING OFFIC	COLLECTION FEES	202485	26.67
01-01830	NORTHWESTERN ENERGY					
	I-2572870-0.06.24	604-43250-42800	UTILITIES	1511 N COMMERCE	202592	64.83
	I-2809477-9.06.24	604-43250-42800	UTILITIES	1423 COUNTRY DR	202592	171.05
01-02480	SCHMUCKER, PAUL, NOHR &					
	I-2022-3 P.E. #15	604-43250-42200	PROFESSIONAL	2022-3 P.E. #15	202611	1,777.50
	I-2023-16 P.E. #14	604-43250-43350	S HARMON/OHLM	2023-16 P.E. #14	202611	1,551.25
	I-2023-6 P.E. #12	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #12	202611	1,347.50
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2022-26 P.E. #2	604-43250-43346	3RD & MAIN	2022-26 P.E. #2	202612	25,881.22
01-02679	MENARD'S INC					
	I-70614	604-43250-42600	SUPPLIES	STEEL HANDLE,PUSH BROOM	202570	36.48
01-06656	PREMIER PEST CONTROL LL					
	I-52329	604-43250-42600	SUPPLIES	JUNE 2024 PEST CONTROL	202602	75.00
01-07430	ELLIOTT EQUIPMENT CO					
	I-179871	604-43250-42600	SUPPLIES	REBUILD KIT NOZZLE	202530	467.02
01-09349	HOWES OIL CO					
	I-342335	604-43250-42610	GAS	UNLEADED GAS	202546	457.70
	I-342866	604-43250-42610	GAS	OFF ROAD FUEL	202546	179.14
01-09516	BECHEN ELECTRIC INC					

PACKET : 06930 06931 06932 06933

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
=====						
01-09516	BECHEN ELECTRIC INC	continued				
		I-4631-1	604-43250-42500	REPAIRS	INSTALLED 2 LIFT STN SWITCHES 202496	864.22
01-09703	AMAZON CAPITAL SERVICES					
		I-1KHT-HYV9-VFCN	604-43250-42600	SUPPLIES	JACK HAMMER KIT 202487	899.00
DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:						42,360.60

FUND 604 SEWER				TOTAL:		135,892.73

PACKET : 06930 06931 06932 06933

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
01-00281	HELMS AND ASSOCIATES					
		I-2021-30 P.E. #17	612-43220-43200	BUILDINGS 2021-30 P.E. #17	202542	1,650.08
		I-2021-30 P.E. #18	612-43220-43200	BUILDINGS 2021-30 P.E. #18	202542	1,050.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815037859	612-43220-42600	SUPPLIES OIL FILTER,AIR CONSTRUCTION	202629	168.09
01-01417	NEWVISION SECURITY LLC					
		I-18972	612-43220-42800	UTILITIES ALARM MONITORING	202590	76.00
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.06.24	612-43220-42800	UTILITIES 2801 E HAVENS ST	202592	149.65
01-02170	DAVISON COUNTY REGISTER					
		I-06112024	612-43220-43200	BUILDINGS SOLID WASTE MNGMNT GRANT	202524	7.00
01-06656	PREMIER PEST CONTROL LL					
		I-52324	612-43220-42500	REPAIR & MAIN JUNE 2024 PEST CONTROL	202602	175.00
01-06890	TITZE ELECTRIC & REMODE					
		I-2001A	612-43220-42500	REPAIR & MAIN REPLACE RECYCLE BLDG SIGN	202638	458.47
01-09891	MILLENNIUM RECYCLING					
		I-1308700	612-43220-42200	CONTRACT-MILL SINGLE STREAM FEE	202578	703.85
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	4,438.14

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3230 WASTE COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4873	612-43230-42660	POSTAGE	202603	44.21
01-00436	CHS FARMERS ALLIANCE					
		I-IZ3920	612-43230-42500	REPAIRS	202505	30.00
01-00917	DAKOTA FLUID POWER INC					
		I-7215455	612-43230-42600	SUPPLIES	202519	48.69
01-01199	STURDEVANTS AUTO VALUE					
		I-815037868	612-43230-42600	SUPPLIES	202629	336.91
		I-815038271	612-43230-42600	SUPPLIES	202629	276.81
01-01700	AAA COLLECTIONS INC					
		I-7782-1.05.24	612-43230-42910	BILLING OFFIC COLLECTION FEES	202485	26.67
01-01830	NORTHWESTERN ENERGY					
		I-2576522-3.06.24	612-43230-42800	UTILITIES	202592	40.44
01-09349	HOWES OIL CO					
		I-342866	612-43230-42610	GAS & OIL	202546	34.50
		I-342866	612-43230-42610	GAS & OIL	202546	5,299.47
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	6,137.70

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4873	612-43240-42600	SUPPLIES POSTAGE 06.01-15.2024	202603	33.00
01-00424	RUNNINGS SUPPLY INC					
		I-1864005	612-43240-42600	SUPPLIES RAIN JACKET,OVERALLS	202607	139.98
01-00436	CHS FARMERS ALLIANCE					
		I-IZ3914	612-43240-42500	REPAIR AND MA SWAP TIRE	202505	30.00
01-00469	GEOTEK ENGINEERING & TE					
		I-2024-28 P.E. #3	612-43240-42205	MONITOR GROUN 2024-28 P.E. #3	202535	1,670.00
		I-2024-29 P.E. #3	612-43240-42550	LAB FEES 2024-29 P.E. #3	202535	2,740.00
01-00917	DAKOTA FLUID POWER INC					
		I-7215458	612-43240-42600	SUPPLIES PLUGS	202519	11.50
01-01199	STURDEVANTS AUTO VALUE					
		I-815037865	612-43240-42600	SUPPLIES AIR,OIL CONSTRUCTION,FLTR DOME	202629	406.50
		I-815038270	612-43240-42600	SUPPLIES OIL FILLER CAP	202629	20.38
01-01239	BUTLER MACHINERY INC					
		I-13PS0080866	612-43240-42600	SUPPLIES LAMP, FILL CAP	202501	216.92
01-01417	NEWVISION SECURITY LLC					
		I-18973	612-43240-42800	UTILITIES ALARM MONITORING	202590	76.00
01-01590	MCLEOD'S PRINTING					
		I-76597	612-43240-42600	SUPPLIES LANDFILL TICKETS	202568	535.90
01-02484	DARRINGTON WATER COND					
		I-49197.05.24	612-43240-42500	REPAIR AND MA WATER COOLER RENTAL	202523	14.10
01-06543	EUROFINS ENVIRONMENT TE					
		I-3100140663	612-43240-42205	MONITOR GROUN OLD LANDFILL TESTING	202532	3,094.00
		I-3100141026	612-43240-42550	LAB FEES NEW MITCHELL LANDFILL TESTING	202532	2,446.00
01-09349	HOWES OIL CO					
		I-342335	612-43240-42610	GAS & OIL UNLEADED GAS	202546	293.68
		I-342866	612-43240-42610	GAS & OIL OFF ROAD FUEL	202546	3,250.39
		I-342866	612-43240-42610	GAS & OIL ON ROAD FUEL	202546	1,662.42
DEPARTMENT 3240 LANDFILL					TOTAL:	16,640.77

FUND 612 SANITATION					TOTAL:	27,216.61

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-2930/1	614-45250-42600	SUPPLIES & MA	LINOLEUM KNIFE	202529	19.18
01-00356	QUALIFIED PRESORT					
	I-2279-4873	614-45250-42600	SUPPLIES & MA	POSTAGE 06.01-15.2024	202603	0.68
01-00436	CHS FARMERS ALLIANCE					
	I-IF9194	614-45250-42610	GAS & FUEL	LAKEVIEW UNLEADED GAS	202505	1,017.56
	I-IF9195	614-45250-42610	GAS & FUEL	GOLF RUBY FIELDMASTER	202505	399.17
	I-IF9196	614-45250-42610	GAS & FUEL	GOLF RUBY FIELDMASTER	202505	285.92
	I-IF9197	614-45250-42610	GAS & FUEL	GOLF UNLEADED GAS	202505	494.78
	I-IZ3929	614-45250-42600	SUPPLIES & MA	INDOL ULTRA CLEAN	202505	157.10
01-00445	CITY OF MITCHELL					
	I-04.000400.00.05.24	614-45250-42830	UTILITIES-WAT	600 W 23RD AVE	202506	104.46
	I-04.000800.00.05.24	614-45250-42830	UTILITIES-WAT	3300 N OHLMAN ST	202506	754.53
01-01198	SIGN PRO					
	I-73410	614-45250-42300	PUBLISHING	GOLF SIGN	202620	45.00
01-01355	MIDWEST TURF & IRRIGATI					
	I-3933119-00	614-45250-42500	REPAIR & MAIN	RETAINING RING,WASHER, SHAFT DR	202577	1,235.58
01-01404	MITCHELL IRON & SUPPLY					
	I-82748	614-45250-42500	REPAIR & MAIN	HOSE END, HYDRAULIC HOSE	202580	49.74
01-01819	NORTHWEST PIPE FITTINGS					
	I-444004	614-45250-42500	REPAIR & MAIN	PIPE BOE, COUPLING, SPAN COUPLNG	202591	673.32
01-01964	DAKOTA SUPPLY GROUP					
	I-S103771856.001	614-45250-42600	SUPPLIES & MA	SPEARS REPAIR CPLNG, ACCT14501	202522	196.89
01-02811	JONES SUPPLIES					
	I-146907	614-45250-42600	SUPPLIES & MA	ROLL TOWEL, T-TISSUE, BOWL CLNR	202558	213.20
01-02880	THUNE TRUE VALUE & APPL					
	I-A569769	614-45250-42600	SUPPLIES & MA	NUTS, BOLTS, COMB WRENCH	202635	11.86
01-03558	TRIMAX MOWING SYSTEMS					
	I-INV2020784	614-45250-42500	REPAIR & MAIN	SHAFT-SNAKE REAR DECK FLEX CON	202643	411.79
01-04678	LAKEVIEW GOLF COURSE					
	I-05012024	614-45250-42600	SUPPLIES & MA	YELLOW RANGE BALLS	202559	5,177.25
01-07760	RANGE SERVANT AMERICA I					
	I-134214	614-45250-42500	REPAIR & MAIN	SOLENOID ASSEMBLY	202605	219.00
01-08281	VESTIS					
	I-6380200812	614-45250-42600	SUPPLIES & MA	MAT CLEANING	202648	31.61

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08487	YAMAHA GOLF & UTILITY					
		I-01-305715	614-45250-42500	REPAIR & MAIN STEERING ASSEMBLY,ARM,ROD	202652	321.54
01-08892	ERIC HIEB					
		I-06182024	614-45250-42200	GOLF PRO CONT BASE CONTRACT 07.2024	202544	6,645.87
		I-061824	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 07.2024	202544	1,128.34
01-09058	SITEONE LANDSCAPE SUPPL					
		I-136748264-001	614-45250-42602	CHEMICALS LIQUID WETTING AGENT,BRANDT	202622	1,850.01
		I-139708745-002	614-45250-42602	CHEMICALS FUNGICIDE	202622	345.00
		I-142374140-001	614-45250-42500	REPAIR & MAIN PIPE BELL END,SOCKET	202622	121.51
		I-142389958-001	614-45250-42602	CHEMICALS TRACKER MAX SPRAY	202622	35.98
DEPARTMENT 5250 GOLF COURSE					TOTAL:	21,946.87

FUND 614 GOLF COURSE					TOTAL:	21,946.87

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 619 CAMPGROUND

DEPARTMENT: 5220 CAMPGROUND

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00445	CITY OF MITCHELL					
		I-04.002601.00.05.24	619-45220-42800	UTILITIES 2601 N MAIN ST-CAMPGROUND	202506	185.70
		I-04.002602.00.05.24	619-45220-42800	UTILITIES 2601 N MAIN ST-CAMPSITES	202506	589.94
01-01964	DAKOTA SUPPLY GROUP					
		I-S103706142.002	619-45220-42500	REPAIR & MAIN HOMELINE GFI, ACCT 704	202522	231.11
01-02679	MENARD'S INC					
		C-70770	619-45220-42500	REPAIR & MAIN RETURNED LED LIGHT	202570	64.99-
		I-70670	619-45220-42500	REPAIR & MAIN FLOOD LIGHT, SOAP, RAIL LIGHT	202570	132.04
		I-70722	619-45220-42500	REPAIR & MAIN LIGHTS	202570	127.87
		I-71063	619-45220-42600	SUPPLIES TIDE, LINER	202570	86.39
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	1,288.06
				FUND 619 CAMPGROUND	TOTAL:	1,288.06

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01700	AAA COLLECTIONS INC					
		I-7783-2.05.24	621-369	REFUNDS & REI COLLECTION FEES	202485	49.81
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						49.81

PACKET : 06930 06931 06932 06933

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815037861	621-44600-42530	REPAIR & MAIN OIL, AIR FILTERS	202629	31.68
01-01518	VERIZON WIRELESS					
		I-9965979344	621-44600-42800	UTILITIES ACCT #786752327-00001	202646	80.02
01-02624	SD PUBLIC ASSURANCE ALL					
		I-30680-4221	621-44600-42100	INSURANCE ADDITION AMBULANCE COVERAGE	202618	1,288.87
01-02700	HENRY SCHEIN INC					
		I-62656654	621-44600-42600	SUPPLIES GEL GLUCOSE,CLOTH TAPE,SPONGES	202543	430.70
		I-91019319	621-44600-42600	SUPPLIES SPRINGES,I-GEL,INSTANT HEAT	202543	305.58
		I-94237190	621-44600-42600	SUPPLIES SODIUM CHLORIDE IV FLUSH	202543	45.84
		I-94886614	621-44600-42600	SUPPLIES ADVANCED PATIENT MOVER	202543	64.00
01-03478	AVERA QUEEN OF PEACE					
		I-06172024	621-44600-42600	SUPPLIES AMBULANCE MEDICATIONS	202493	164.19
01-08340	LEWIS FAMILY DRUG LLC					
		I-224852	621-44600-42600	SUPPLIES NITRO	202563	18.79
		I-432261	621-44600-42600	SUPPLIES ASSURE LANCE,PV ASPIRIN	202563	38.15
01-09349	HOWES OIL CO					
		I-342335	621-44600-42610	GAS & OIL UNLEADED GAS	202546	704.66
		I-342866	621-44600-42610	GAS & OIL ON ROAD FUEL	202546	333.18
01-09962	QUICK MED CLAIMS					
		I-INV36642	621-44600-42250	CONTRACT-QMC MAY 2024 MONTHLY CHARGES	202604	2,282.18
01-10568	DR. MATTHEW SCHAFER					
		I-07012024	621-44600-42200	PROFESSIONAL 2024 3RD QTR PAYMENT	202610	1,500.00
DEPARTMENT 4600 EMS						TOTAL: 7,287.84
FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL: 7,337.65

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03561	CHELSEA SCHOLTEN					
		I-06142024	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	202614	2,000.00
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	2,000.00

				FUND 700 AGENCY FUNDS	TOTAL:	2,000.00

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 710 SPECIAL ASSESSMENT-710

DEPARTMENT: 5000 SIDEWALK CONSTRUCTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #6	710-45000-42900	SIDEWALK CONS 2023-4 P.E. #6	202640	1,028.00
DEPARTMENT 5000 SIDEWALK CONSTRUCTION					TOTAL:	1,028.00

FUND 710 SPECIAL ASSESSMENT-710					TOTAL:	1,028.00

PACKET : 06930 06931 06932 06933

VENDOR SET: Mult

FUND : 724 STREET CONSTRUCTION

DEPARTMENT: 5000 STREET CONST

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02480	SCHMUCKER, PAUL, NOHR &					
		I-2022-23 P.E. #17	724-45000-42900	PROJECT CONST 2022-23 P.E. #17	202611	1,253.75
				DEPARTMENT 5000 STREET CONST	TOTAL:	1,253.75

				FUND 724 STREET CONSTRUCTION	TOTAL:	1,253.75
					REPORT GRAND TOTAL:	1,101,885.03

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2024-2025	101-41110-42300	LEGAL PUBLICATIONS	500.44	13,000	6,725.92			
	101-41110-42600	SUPPLIES & MATERIALS	29.50	725	307.61			
	101-41210-42600	SUPPLIES & MATERIALS	17.90	1,250	1,159.56			
	101-41210-42700	TRAVEL, CONFERENCE, DUES	50.00	1,545	1,328.23			
	101-41220-42600	SUPPLIES & MATERIALS	24.68	500	307.27			
	101-41410-42700	TRAVEL, CONF & DUES	363.98	6,200	4,783.14			
	101-41420-42600	SUPPLIES & MATERIALS	191.74	3,000	1,236.67			
	101-41420-42650	UNIFORMS	106.98	1,500	1,393.02			
	101-41420-42700	TRAVEL	190.00	7,850	4,977.09			
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	5,485.00	35,115	13,600.02			
	101-41440-42232	EMPLOYEE RECOGNITION	123.20	17,450	10,184.87			
	101-41440-42600	SUPPLIES & MATERIALS	105.80	1,500	1,113.57			
	101-41440-42630	AED REPLACEMENT PROGRAM	1,128.05	8,100	6,026.95			
	101-41920-42520	REPAIR-CITY HALL	1,435.75	3,100	3,781.27-	Y		
	101-41920-42620	SUPPLIES-CITY HALL	33.98	2,000	1,449.96			
	101-41920-42812	UTILITIES-CITY HALL W/S	311.30	1,500	861.79			
	101-41935-42600	SUPPLIES	375.00	3,000	2,260.24			
	101-41935-42615	POSTAGE	243.46	7,000	3,890.12			
	101-41935-42920	COMPUTER SOFTWARE	1,074.56	121,015	18,397.30			
	101-42110-42200	PROFESSIONAL SERVICES	56.27	29,581	22,874.56			
	101-42110-42500	REPAIR & MAINTENANCE	1,714.80	13,700	3,129.53			
	101-42110-42600	SUPPLIES	296.02	35,055	22,911.05			
	101-42110-42610	GAS OIL TIRES	4,466.83	60,000	35,583.32			
	101-42110-42640	UNIFORM ALLOWANCE	307.56	7,000	6,279.00			
	101-42110-42700	TRAVEL, CONF & DUES	1,030.00	10,000	5,086.48			
	101-42110-42800	TELEPHONE	1,050.84	16,000	9,072.82			
	101-42110-42810	UTILITIES	1,089.11	12,150	7,985.38			
	101-42110-42902	ALCOHOL TASK FORCE	69.95	1,869	1,512.54			
	101-42110-42980	VEHICLE TOWING	205.00	5,500	4,540.00			
	101-42130-42500	REPAIRS	60.78	3,000	1,305.06-	Y		
	101-42130-42520	EMERGENCY SIREN UTILITIES	157.67	2,700	1,318.90			
	101-42130-42530	TRAFFIC LIGHTS MAINT	1,303.37	12,500	7,037.55			
	101-42130-42540	SIGNS	627.51	16,000	12,177.15			
	101-42130-42545	PAINT	2,963.10	17,000	9,538.74			
	101-42130-42550	CONSTRUCTION SIGNING	769.91	2,000	1,013.34-	Y		
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	1,279.00	0	37,893.83-	Y		
	101-42130-42600	SUPPLIES	2,119.16	3,300	155.30			
	101-42130-42610	GAS, OIL, TIRES	479.35	5,000	1,960.00			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	603.75	38,000	20,886.46			
	101-42130-42830	UTILITIES-WATER/SEWER	162.48	600	290.51			
	101-42130-42835	UTILITIES-STREET LIGHTS	569.22	253,000	133,696.22			
	101-42130-42840	BUILDING UTILITIES	231.12	7,000	4,360.06			
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	121.25	629,880	616,660.00			
	101-42200-42600	SUPPLIES	458.93	15,650	8,639.40			
	101-42200-42610	GAS & OIL	827.02	7,800	3,811.60			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-42200-42640	UNIFORMS	457.46	6,200	2,935.16		
	101-42200-42641	PROTECTIVE CLOTHING	2,664.98	28,025	1,353.82		
	101-42200-43400	MACHINERY AND EQUIPMENT	57,341.52	95,361	4,050.39		
	101-43100-42600	SUPPLIES	9,245.50	140,000	55,721.55		
	101-43100-42610	GAS	6,424.92	105,000	65,226.70		
	101-43100-42620	ASPHALT MIX	6,293.00	80,000	73,707.00		
	101-43100-42800	UTILITIES	801.62	15,000	7,672.82		
	101-43100-42830	UTILITIES-WATER/SEWER	299.69	600	30.80		
	101-43100-43418	SKID LOADER	432.68	0	432.68-	Y	
	101-43100-43421	FUEL SYSTEM UPGRADE	408.00	100,000	18,796.09		
	101-43110-42600	SUPPLIES	76.63	4,000	2,848.34		
	101-43110-42610	GAS	854.53	6,000	2,193.07		
	101-43110-42700	TRAVEL CONF DUES	351.34	5,000	2,291.70		
	101-43110-42750	PLANNING COMMISSION EXPENS	79.90	1,000	563.54		
	101-43110-43440	PICTOMETRY	11,763.54	12,000	236.46		
	101-43120-42521	SIDEWALK CONSTRUCT	10,571.00	75,000	64,429.00		
	101-43120-43300	STREET OVERLAY MAINT	110,144.80	1,905,075	1,682,301.49		
	101-43120-43313	SPRUCE ST RR CROSSING	215,031.26	1,005,597	736,282.57		
	101-43150-42800	UTILITIES	63.47	300	51.52		
	101-43150-43307	3RD & MAIN	60,389.50	177,378	47,364.78		
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	2,038.05	288,324	286,285.95		
	101-43150-43319	SPRUCE RR CROSSING	31,847.34	149,437	117,589.66		
	101-43700-42500	REPAIR & MAINTENANCE	302.07	5,500	1,539.08		
	101-43700-42600	SUPPLIES & MATERIALS	1,290.62	16,000	8,083.96		
	101-43700-42603	WEED EATERS SUPPLIES	219.99	1,500	864.08		
	101-43700-42610	GAS & FUEL	1,179.86	8,000	5,548.98		
	101-43700-42830	UTILITIES-WATER/SEWER	222.61	1,500	1,203.88		
	101-43700-43400	MACHINERY & EQUIPMENT	1,150.00	64,000	16,950.00		
	101-44120-42610	GAS OIL TIRES	46.51	2,200	2,153.49		
	101-45000-42908	MIT PREHISTORIC IND VILLAG	4,750.00	19,000	4,750.00		
	101-45500-42600	SUPPLIES & MATERIALS	150.61	11,000	5,279.98		
	101-45500-42693	E-BOOKS/AUDIO BOOKS	122.50	21,650	10,652.69		
	101-45500-42830	UTILITIES-WATER/SEWER	348.24	2,500	1,855.51		
	101-45500-43420	BOOKS	262.44	47,000	30,084.80		
	201-45110-42300	PUBLISHING	1,309.00	4,500	729.97-	Y	
	201-45110-42550	REPAIR & MAINT-AQUATICS	338.26	9,000	7,657.29		
	201-45110-42600	SUPPLIES & MATERIALS	63.49	9,000	4,751.43		
	201-45110-42601	CONCESSION SUPPLIES	5,431.68	24,000	8,804.63		
	201-45110-42602	POOL CHEMICALS	14,359.63	43,000	21,270.59		
	201-45110-42605	SUPPLIES & MAT-AQUATICS	44.63	5,500	704.84-	Y	
	201-45110-42850	UTILITIES-AQUATICS	12,119.52	74,750	58,410.89		
	201-45110-43400	CAPITAL EQUIPMENT	12,240.00	35,000	22,760.00		
	201-45140-42300	PUBLISHING	780.00	48,242	21,364.23		
	201-45140-42500	REPAIR & MAINTENANCE	3,058.39	32,872	12,606.23		
	201-45140-42600	SUPPLIES & MATERIALS	2,140.51	30,815	15,090.15		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45140-42602	CHEMICALS	167.92	15,000	6,765.25				
	201-45140-42800	UTILITIES	5,045.51	174,300	99,588.41				
	201-45160-42500	REPAIR & MAINTENANCE	1,081.92	52,000	26,110.54				
	201-45160-42600	SUPPLIES & MATERIALS	2,966.30	55,147	40,046.61				
	201-45160-42602	CHEMICALS	1,330.20	20,500	7,736.30				
	201-45160-42610	GAS & FUEL	2,417.88	13,500	7,449.82				
	201-45160-42800	UTILITIES	6,641.30	150,220	73,663.32				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	37,000.00	480,099	384,479.89				
	201-45160-43320	CAPITAL IMPROV-PRESS BOX	5,625.00	245,332	86,622.66				
	201-45165-42500	REPAIR & MAINTENANCE	223.90	1,000	667.02				
	201-45165-42610	COST OF GOODS SOLD	4,486.91	30,000	6,334.61				
	201-45210-42500	REPAIR & MAINTENANCE	195.83	41,150	19,936.19				
	201-45210-42600	SUPPLIES & MATERIALS	14,660.31	64,600	14,743.51				
	201-45210-42602	CHEMICALS	59.99	5,500	2,645.57				
	201-45210-42604	TREES	300.00	4,000	3,200.02				
	201-45210-42610	GAS & FUEL	3,223.02	33,000	22,033.36				
	201-45210-42650	UNIFORMS	372.00	2,100	949.77				
	201-45210-42800	UTILITIES	2,220.50	60,000	46,392.50				
	201-45210-42850	UTILITIES-VETERAN'S PARK	928.88	4,800	3,437.88				
	201-45210-42900	MOSQUITO PROGRAM	14,073.25	12,000	2,214.16-	Y			
	201-45220-42500	REPAIR & MAINTENANCE	14.97	0	14.97-	Y			
	201-45220-42600	SUPPLIES & MATERIALS	63.85	900	338.69				
	202-45650-42320	ADVERTISING/PRINTING	3,225.00	24,000	15,375.01				
	202-45650-42500	REPAIRS & MAINTENANCE	1,526.88	72,530	30,726.33				
	202-45650-42600	SUPPLIES & MATERIALS	1,202.42	53,490	28,848.48				
	202-45650-42610	COST OF GOODS SOLD	8,255.46	182,000	57,915.48				
	202-45650-42620	GAS & FUEL	526.30	1,500	770.37				
	202-45650-42660	SHIPPING/POSTAGE	7.48	3,000	2,765.16				
	202-45650-42800	UTILITIES	180.76	90,000	58,920.23				
	202-45650-42830	UTILITIES-WATER/SEWER	3,755.39	10,000	1,173.53				
	202-45650-42907	PRE-STURGIS PARTY	338.90	30,000	27,536.10				
	203-45220-42550	TESTING	1,278.05	6,400	4,309.93				
	203-45220-43300	LAKE IMPROVEMENTS	7,652.50	6,000,000	5,942,093.65				
	211-46311-42963	COMMUNITY PROJECTS	3,899.16	505,123	501,223.84				
	213-46311-42900	PROJECT IMPROVEMENTS	720.00	30,000	28,780.00				
	214-43500-42800	UTILITIES - TELEPHONE	45.38	3,154	2,160.75				
	218-45150-42500	REPAIR AND MAINTENANCE	435.91	8,500	4,406.62				
	218-45150-42610	GAS OIL TIRES	7,334.71	81,000	39,529.05				
	218-45150-42810	UTILITIES-GARAGE	281.83	12,722	8,157.31				
	218-45180-42800	UTILITIES	647.99	28,464	16,041.76				
	219-45140-42610	GAS, OIL, TIRES	146.72	2,500	1,680.98				
	219-45140-42911	CONTRACT SERVICES-MEALS	6,603.30	188,431	91,747.08				
	230-43500-42500	REPAIR & MAINTENANCE	70.92	10,000	205.68-	Y			
	230-43500-42800	UTILITIES	208.86	20,000	10,862.01				
	230-43500-43205	HANGAR	928.08	202,252	107,228.59				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	230-43500-43320	AIP-RECONSTRUCT RUNWAY	1,859.81	118,194	69,838.83				
	230-43500-43425	VIRTOWER	6,000.00	6,000	0.00				
	602-43330-42600	SUPPLIES & MATERIALS	184.79	17,500	14,169.57				
	602-43330-42610	GAS & FUEL	516.06	3,000	1,537.85				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	3,487.50	32,000	19,287.50				
	602-43330-42800	UTILITIES	46.85	180,000	157,945.30				
	602-43330-42830	UTILITIES-WATER/SEWER	2,598.41	7,000	1,677.59				
	602-43340-42200	LOCATES	169.05	2,000	1,537.99				
	602-43340-42600	SUPPLIES & MATERIALS	21,371.41	125,300	66,955.79				
	602-43340-42610	GAS & FUEL	1,554.49	14,000	7,567.18				
	602-43340-42660	POSTAGE	44.89	10,000	5,553.30				
	602-43340-42800	UTILITIES	167.41	11,000	9,044.66				
	602-43340-42830	UTILITIES-WATER/SEWER	174.09	1,000	621.50				
	602-43340-42910	BILLING OFFICE	26.66	10,700	8,430.99				
	602-43340-43331	12TH-13TH LOOP-EAST OF CAP	9,734.52	730,415	66,269.33				
	602-43340-43332	WEST HARMON DRIVE LOOPING	1,500.17	504,126	93,360.42				
	602-43340-43334	3RD & MAIN	34,508.29	114,233	39,939.72				
	602-43340-43355	ABOVE GROUND STORAGE	43,282.91	8,515,013	5,164,698.86				
	602-43340-43409	WATER METERS	0.00	40,000	28,254.30				
	604-43200-42600	SUPPLIES	693.29	21,650	11,763.18				
	604-43200-42610	GAS & FUEL	871.01	10,000	6,192.54				
	604-43200-42660	POSTAGE	44.21	9,000	4,526.83				
	604-43200-42830	UTILITIES-WATER/SEWER	366.37	1,500	843.95				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	91,557.25	29,829,861	28,829,942.74				
	604-43250-42200	PROFESSIONAL SERVICES	1,946.55	165,000	116,443.26				
	604-43250-42500	REPAIRS	6,144.22	22,000	4,173.59				
	604-43250-42600	SUPPLIES	4,590.47	50,000	29,639.40				
	604-43250-42610	GAS	636.84	6,000	4,072.77				
	604-43250-42800	UTILITIES	235.88	51,000	33,883.69				
	604-43250-42910	BILLING OFFICE	26.67	8,000	5,730.98				
	604-43250-43346	3RD & MAIN	25,881.22	0	55,719.96-	Y			
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	1,347.50	2,187,569	2,150,988.63				
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	1,551.25	1,373,000	1,348,978.25				
	612-43220-42200	CONTRACT-MILLENNIUM	703.85	35,000	30,318.50				
	612-43220-42500	REPAIR & MAINTENANCE	633.47	5,000	3,137.04-	Y			
	612-43220-42600	SUPPLIES	168.09	19,000	11,929.13				
	612-43220-42800	UTILITIES	225.65	5,000	2,708.48				
	612-43220-43200	BUILDINGS	2,707.08	2,499,150	2,480,672.54				
	612-43230-42500	REPAIRS	30.00	11,000	1,467.92				
	612-43230-42600	SUPPLIES	662.41	40,000	35,269.68				
	612-43230-42610	GAS & OIL	5,333.97	50,000	26,667.60				
	612-43230-42660	POSTAGE	44.21	8,000	3,566.88				
	612-43230-42800	UTILITIES	40.44	600	329.40				
	612-43230-42910	BILLING OFFICE	26.67	8,000	5,730.99				
	612-43240-42205	MONITOR GROUND WATER-OLD L	4,764.00	20,000	9,871.00				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	612-43240-42500	REPAIR AND MAINTENANCE	44.10	32,000	27,640.95		
	612-43240-42550	LAB FEES	5,186.00	23,000	6,515.50		
	612-43240-42600	SUPPLIES	1,364.18	55,000	33,289.27		
	612-43240-42610	GAS & OIL	5,206.49	110,000	71,819.84		
	612-43240-42800	UTILITIES	76.00	12,000	6,369.63		
	614-45250-42200	GOLF PRO CONTRACT	7,774.21	66,525	15,013.46		
	614-45250-42300	PUBLISHING	45.00	2,000	1,609.64		
	614-45250-42500	REPAIR & MAINTENANCE	3,032.48	10,000	3,787.52		
	614-45250-42600	SUPPLIES & MATERIALS	5,807.77	25,400	2,125.43		
	614-45250-42602	CHEMICALS	2,230.99	25,000	8,784.54		
	614-45250-42610	GAS & FUEL	2,197.43	15,000	11,110.89		
	614-45250-42830	UTILITIES-WATER/SEWER	858.99	2,682	1,535.85		
	619-45220-42500	REPAIR & MAINTENANCE	426.03	8,000	7,231.02		
	619-45220-42600	SUPPLIES	86.39	2,200	1,533.87		
	619-45220-42800	UTILITIES	775.64	19,750	14,617.09		
	621-369	REFUNDS & REIMB*NON-EXPENS	49.81	0	2,488.03-		
	621-44600-42100	INSURANCE	1,288.87	42,600	2,554.57		
	621-44600-42200	PROFESSIONAL SERVICES	1,500.00	6,450	1,950.00		
	621-44600-42250	CONTRACT-QMC	2,282.18	54,000	24,423.90		
	621-44600-42530	REPAIR & MAINT-VEHICLE	31.68	6,000	5,862.53		
	621-44600-42600	SUPPLIES	1,067.25	23,500	12,034.62		
	621-44600-42610	GAS & OIL	1,037.84	13,000	7,096.05		
	621-44600-42800	UTILITIES	80.02	3,425	1,803.98		
	700-45300-42900	BID DEPOSITS	2,000.00	0	19,500.00-	Y	
	710-45000-42900	SIDEWALK CONSTRUCTION	1,028.00	0	1,028.00-	Y	
	724-45000-42900	PROJECT CONSTRUCTION	1,253.75	0	9,392.50-	Y	
**	2024-2025 YEAR TOTALS	**	1,101,885.03				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	529.94
101-1210	MAYOR'S OFFICE	67.90
101-1220	CITY ADMINISTRATOR	24.68
101-1410	ATTORNEY'S OFFICE	363.98
101-1420	FINANCE	488.72
101-1440	HUMAN RESOURCES	6,842.05
101-1920	MUNICIPAL BUILDINGS	1,781.03
101-1935	INFORMATION TECHNOLOGY	1,693.02
101-2110	POLICE DEPARTMENT	10,286.38

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-2130	TRAFFIC DEPARTMENT	11,447.67
101-2200	FIRE DEPARTMENT	61,749.91
101-3100	STREET DEPARTMENT	23,905.41
101-3110	PUBLIC WORKS ADMIN	13,125.94
101-3120	STREET & SIDEWALK CONST	335,747.06
101-3150	STORM DRAINAGE	94,338.36
101-3700	CEMETERY	4,365.15
101-4120	ANIMAL CONTROL	46.51
101-5000	CULTURE & RECREATION	4,750.00
101-5500	LIBRARY	883.79

101 TOTAL	GENERAL	572,437.50
201-5110	RECREATION & AQUATICS	45,906.21
201-5140	RECREATION CENTER	11,192.33
201-5160	SPORTS COMPLEXES	57,062.60
201-5165	CADWELL CONCESSIONS	4,710.81
201-5210	PARKS	36,033.78
201-5220	SUPERVISION	78.82

201 TOTAL	PARK FUND	154,984.55
202-5650	CORN PALACE	19,018.59

202 TOTAL	CORN PALACE FUND	19,018.59
203-5220	LAKE	8,930.55

203 TOTAL	LAKE MITCHELL	8,930.55
211-6311	ENTERTAINMENT TAX	3,899.16

211 TOTAL	ENTERTAINMENT TAX	3,899.16
213-6311	BUSINESS IMPROV DIST #3	720.00

213 TOTAL	BUSINESS IMPROV DIST #3	720.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
214-3500	E-911	45.38

214 TOTAL	E-911 EMERGENCY	45.38
218-5150	PALACE TRANSIT	8,052.45
218-5180	JVCC	647.99

218 TOTAL	COMMUNITY SERVICES	8,700.44
219-5140	NUTRITION	6,750.02

219 TOTAL	NUTRITION	6,750.02
230-3500	AIRPORT	9,067.67

230 TOTAL	AIRPORT	9,067.67
602-3330	WATER TREATMENT PLANT	6,833.61
602-3340	WATER DISTRIBUTION	112,533.89

602 TOTAL	WATER	119,367.50
604-3200	WASTE WATER TREATMENT	93,532.13
604-3250	WASTE WATER COLLECTION	42,360.60

604 TOTAL	SEWER	135,892.73
612-3220	RECYCLING PROGRAM	4,438.14
612-3230	WASTE COLLECTION	6,137.70
612-3240	LANDFILL	16,640.77

612 TOTAL	SANITATION	27,216.61
614-5250	GOLF COURSE	21,946.87

614 TOTAL	GOLF COURSE	21,946.87

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
619-5220	CAMPGROUND	1,288.06

619 TOTAL	CAMPGROUND	1,288.06
621	NON-DEPARTMENTAL	49.81
621-4600	EMS	7,287.84

621 TOTAL	EMERGENCY MEDICAL SERVICE	7,337.65
700-5300	AGENCY FUNDS	2,000.00

700 TOTAL	AGENCY FUNDS	2,000.00
710-5000	SIDEWALK CONSTRUCTION	1,028.00

710 TOTAL	SPECIAL ASSESSMENT-710	1,028.00
724-5000	STREET CONST	1,253.75

724 TOTAL	STREET CONSTRUCTION	1,253.75

** TOTAL **		1,101,885.03

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	GAUT Garage Utilities	281.83
	MAINT Maintenance/Repairs	435.91
	TIR Tires	20.00
	** PROJECT E01 TOTAL **	737.74
H01 SPORTS COMPLEX EQUIPMENT	42500 REPAIR/MAINTENANCE	499.07
	** PROJECT H01 TOTAL **	499.07
H02 CADWELL STADIUM	42800 UTILITIES	276.47
	** PROJECT H02 TOTAL **	276.47

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H04 BASEBALL	42500	REPAIR/MAINTENANCE	426.50
		** PROJECT H04 TOTAL **	426.50
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	156.35
	42600	SUPPLIES/MATERIALS	814.09
	42602	CHEMICALS	1,330.20
		** PROJECT H05 TOTAL **	2,300.64
H06 ARENA-NORTH RINK	42800	UTILITIES	2,189.52
		** PROJECT H06 TOTAL **	2,189.52
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	2,151.53
	42800	UTILITIES	438.95
		** PROJECT H07 TOTAL **	2,590.48
H13 ARENA-SOUTH RINK	42800	UTILITIES	2,361.47
		** PROJECT H13 TOTAL **	2,361.47
H15 LAK MITCHELL PUMP CADWELL	42800	UTILITIES	1,374.89
		** PROJECT H15 TOTAL **	1,374.89
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	195.83
	42600	SUPPLIES/MATERIALS	40.61
	42610	GAS/FUEL	3,223.02
		** PROJECT H50 TOTAL **	3,459.46
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	1,052.12
	42800	UTILITIES	313.35
	42900	MOSQUITO PROGRAM	14,073.25
		** PROJECT H51 TOTAL **	15,438.72
H52 FORESTRY	42604	TREES	300.00
		** PROJECT H52 TOTAL **	300.00
H55 DRY RUN CREEK PARK	42600	SUPPLIES/MATERIALS	360.00
	42800	UTILITIES	93.75
		** PROJECT H55 TOTAL **	453.75
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	8,056.29
	42602	CHEMICALS	59.99

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
	42800	UTILITIES	544.48
		** PROJECT H56 TOTAL **	8,660.76
H60 NORTHRIDGE PARK	42800	UTILITIES	355.87
		** PROJECT H60 TOTAL **	355.87
H61 PIONEER PARK	42600	SUPPLIES/MATERIALS	126.10
	42800	UTILITIES	54.08
		** PROJECT H61 TOTAL **	180.18
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	928.88
		** PROJECT H63 TOTAL **	928.88
H65 AMPHITHEATER	42800	UTILITIES	53.21
		** PROJECT H65 TOTAL **	53.21
H66 CAMP ARROYA	42800	UTILITIES	116.04
		** PROJECT H66 TOTAL **	116.04
H67 DAY CAMP	42600	SUPPLIES/MATERIALS	464.28
		** PROJECT H67 TOTAL **	464.28
H71 KIWANIS WOODLOT	42800	UTILITIES	14.88
		** PROJECT H71 TOTAL **	14.88
H74 PUBLIC BEACH	42800	UTILITIES	54.08
		** PROJECT H74 TOTAL **	54.08
H76 SANDY BEACH	42800	UTILITIES	130.90
		** PROJECT H76 TOTAL **	130.90
H77 SPORTSMANS CLUB	42800	UTILITIES	199.35
		** PROJECT H77 TOTAL **	199.35
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	12.00
		** PROJECT H79 TOTAL **	12.00
H82 DOWNTOWN BEAUTIFCATION	42600	SUPPLIES/MATERIALS	2,968.57
	42800	UTILITIES	183.36
		** PROJECT H82 TOTAL **	3,151.93

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	1,590.30
	42800	UTILITIES	95.15
		** PROJECT H87 TOTAL **	1,685.45
J02 INDOOR AQUATIC CTR		CHEMICAL CHEMICALS	167.92
		** PROJECT J02 TOTAL **	167.92
J06 REC CTR-GENERAL BLDG	RM-BLDG	REPAIR/MAINT-BUILDING	1,372.00
	RM-GENER	REPAIR/MAINT-GENERAL	339.08
	RM-HVAC	REPAIR/MAINT-HVAC	579.33
	RM-PLUMB	REPAIR/MAINT-PLUMBING	767.98
	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	94.57
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	85.33
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	1,417.34
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	134.87
		** PROJECT J06 TOTAL **	4,790.50
J08 REC CTR PUBLISHING	DOH	PUBLISHING-DEPT OF HEALTH	780.00
		** PROJECT J08 TOTAL **	780.00
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	1,848.12
	WATER	UTILITIES-WATER	3,197.39
		** PROJECT J09 TOTAL **	5,045.51
J50 OUTDOOR AQUATIC CENTER	CHEM	CHEMICALS	14,359.63
	CONCESS	CONCESSIONS	5,431.68
	RM-EQUIP	REPAIR/MAINT-EQUIPMENT	224.70
	RM-GENER	REPAIR/MAINT-GENERAL	113.56
	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	0.00
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	44.63
	WATER	UTILITIES-WATER	12,119.52
		** PROJECT J50 TOTAL **	32,293.72
J51 P&A YOUTH PROGRAMS	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	63.49
		** PROJECT J51 TOTAL **	63.49
J55 P&A PUBLISHING	DAILY	PUBLISHING-DAILY REPUBLIC	1,309.00
		** PROJECT J55 TOTAL **	1,309.00

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:	July 1, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Tor Tovsland-Variance Permit		
Explanation/Background of Agenda Item Requested:	Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District. Planning Commission motioned to recommend approval; 0 aye, 6 nay and 1 absent. Motion failed. See Planning Commission Unsigned Minutes 06-24-24.		



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

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

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

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

☐ **Rezoning** \$250 application fee due with the application.

- Applicant is request to rezone property from [Click or tap here to enter text.](#) District to [Click or tap here to enter text.](#) District.

☒ **Variance** \$150 application fee due with application.

- Description of Variance: variance Permit for accessory buildings of 2,484 square feet vs 2,000 square feet to build a new detached accessory building of 1,350 square feet.
- Description of Hardship: Would like more space to work on his own vehicles.

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

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

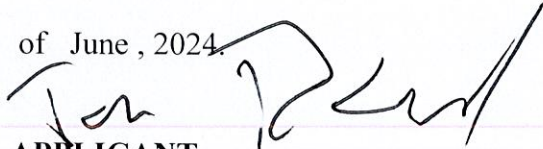
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

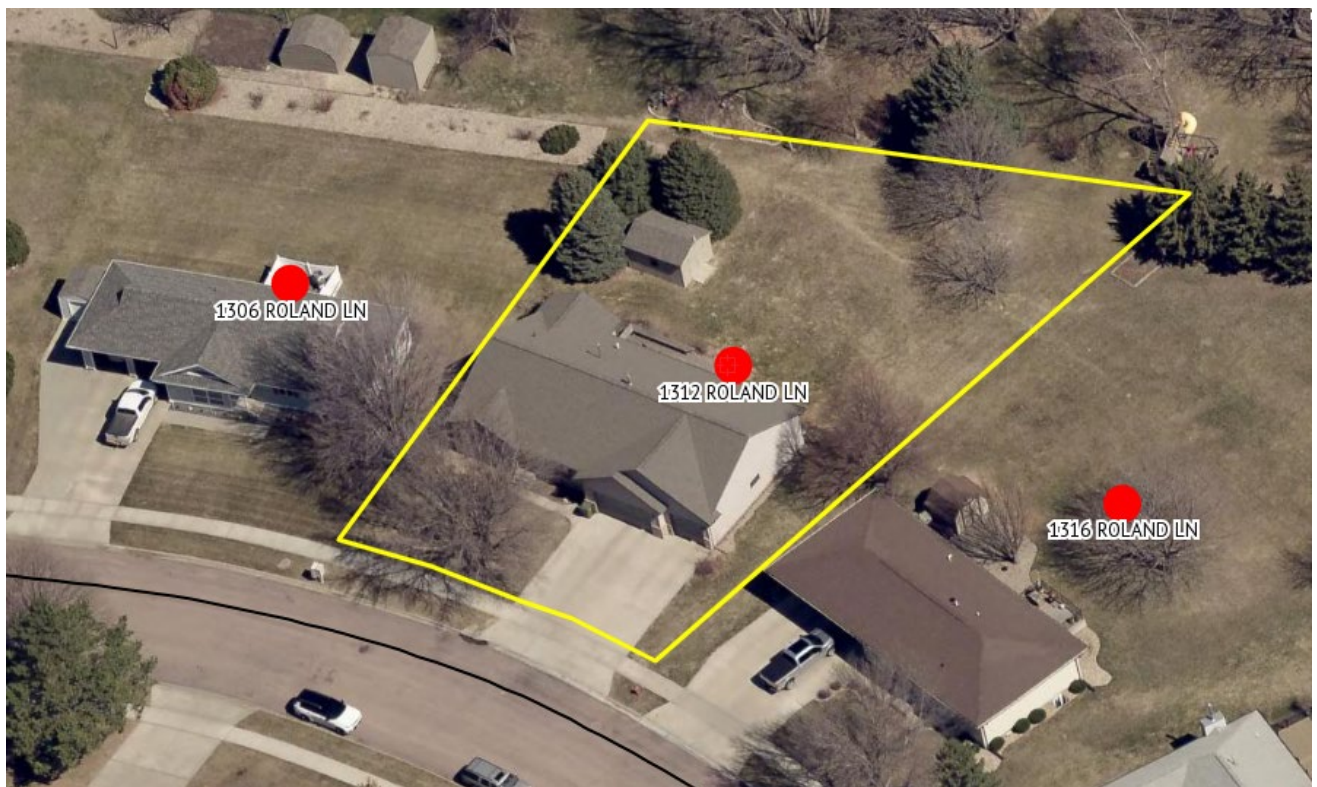
Legal Description: **Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota.**

Property Address: **1312 Roland Lane**

Dated this 4th of June, 2024.


APPLICANT

Tor & Karen Tovsland
OWNER



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 6th day of June, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 12th day of June, 2024

Approximate Cost:

Tor & Karen Tovsland
1312 Roland Ln
Mitchell, SD 57301

Lance & Patricia Koth
1311 Firesteel Dr
Mitchell, SD 57301

Karen & Curtis Slykhuis
1321 Firesteel Dr
Mitchell, SD 57301

Steven & Kathleen Otterby
1401 Firesteel Dr
Mitchell, SD 57301

Nicholas & Marti Lemke
1411 Firesteel Dr
Mitchell, SD 57301

Raymond & Cheryl Rothfuss
1415 Firesteel Dr
Mitchell, SD 57301

Keith & Saundra Nash
1419 Firesteel Dr
Mitchell, SD 57301

Leslie & Betty Anderson
1300 Roland Ln
Mitchell, SD 57301

Kevin Kouf
1306 Roland Ln
Mitchell, SD 57301

John & Julie Magnuson
1316 Roland Ln
Mitchell, SD 57301

Lavern & Corrine Larson
1400 Roland Ln
Mitchell, SD 57301

Maurice & Julie Hartmann
1301 Roland Ln
Mitchell, SD 57301

Ronald Wermers
1311 Roland Ln
Mitchell, SD 57301

Chad & Jessica Mowry
1315 Roland Ln
Mitchell, SD 57301

Dusko & Pauna Mirkovic
1401 Roland Ln
Mitchell, SD 57301

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Lance + Patricia Koth
OWNER

1311 Firesteel Dr, Mitchell SD 57301
ADDRESS

____ APPROVE

X DISAPPROVE

COMMENTS:

We are concerned with this variance setting a precedence in our residential neighborhood + also a building of this size requiring access w/o proper driveway or alley.

Outside expectations

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We John + Julie Magnuson
OWNER

1316 ROLAND LANE
ADDRESS

____ APPROVE

☒ DISAPPROVE Even if there was no need for this variance, we would still not support this project.

COMMENTS: We live next door & do not support this because:

- 1) There is no access to the proposed building via alley or hard surface driveway. Instead, he would be driving on the lawn between our homes - not acceptable to us. Our property value will suffer if this is allowed. No one should be driving cars, boat, camper on the grass in between homes. Several of us own boat and/or camper but we rent storage space!
 - 2) Granting this variance will set a precedent for future similar projects that will only detract from the landscape & quality of this neighborhood & negatively impact our property value & that of our neighbors.
- We respectfully ask that you NOT approve this variance nor allow this project to proceed in any way.

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We

Chad + Jessica Mowry
OWNER

1315 Roland Ln.

ADDRESS

____ APPROVE

X DISAPPROVE

COMMENTS:

We do not feel there is enough room to pass through beside the garage to access the shed without being over the property line

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M., all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Cortina Person
OWNER

1400 Roland Lane, Mitchell, SD, 57301
ADDRESS

____ APPROVE

✓ DISAPPROVE

COMMENTS:

(see attached)



Objection

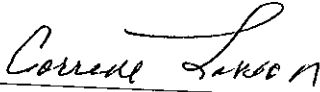
The undersigned, Corrine Larson, resides at 1400 Roland Lane. My deceased husband and I built our home in 1994.

I am objecting to the proposed building that Tor Tovsund has requested on Lot 3, Block 4, Firesteel Heights. The building size will block the view from our home. There are no other large storage buildings in the entire subdivision. The proposed building is NOT permitted by the zoning regulation.

There are utility easements on the backside of all of the lots. Because there are no alleys between the homes, room was left for service vehicles and firetrucks. This building would obstruct the passage of emergency vehicles.

It is my opinion that this proposed building would lower the value of my home and all other homes in the neighborhood.

I urge the Planning Commission and the City Counsel sitting as the Board of Adjustment to deny the request for the variance permit.



Corrine Larson

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Steve & Kathy O'Herby
OWNER

1401 Firesteel DR, Mitchell, SD.
ADDRESS

☐ APPROVE

☒ DISAPPROVE

COMMENTS: Building of THAT size & type do not belong in our Residential zoning especially under a VARIANCE. Access to the building is Questionable.

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We

Curtis R Stephens (1321 Imated.)
OWNER

ADDRESS

____ APPROVE

X DISAPPROVE

COMMENTS:

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Tor Tovsland has applied for a Variance Permit for accessory buildings of 2,640 square feet vs 2,000 square feet to build a new accessory building of 1,440 square feet. This is located 1312 Roland Lane, legally described as Lot 3, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We MAURICE / JULIE HARTMANN
OWNER

1301 ROLAND LANE MITCHELL
ADDRESS

✓ APPROVE

 DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 1, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Mike Royston-Variance Permit		
Explanation/Background of Agenda Item Requested:	Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District. Planning Commission motioned to recommend approval; 0 aye, 6 nay and 1 absent. Motion failed. See Planning Commission Unsigned Minutes 06-24-24.		



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

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

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

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

☐ **Rezoning** *\$250 application due with the application.*

- Applicant is request to rezone property from [Click or tap here to enter text.](#) District to [Click or tap here to enter text.](#) District.

☒ **Variance** *\$150 application fee due with application.*

- Description of Variance: Front yard setback of 17' vs 25' to build an attached garage.
- Description of Hardship: House sets at 23' from setback currently and would to build an attached 16' x 26' garage that would set 6' in front of the existing house so as to not lose the only window on the north side of the house.

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

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

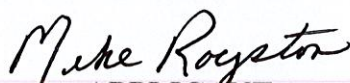
☐ **Plat Application** *\$100 application fee due with application*

This Application is for the following described real property:

Legal Description: Lot 9A & S 20' of Lot 10A, Rail Road Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 412 S Iowa St

Dated this 5th of June , 2024.


APPLICANT

Denise & Michael Royston
OWNER



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 6th day of June, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 12th day of June, 2024

Approximate Cost:

Denise & Michael Royston
412 S Iowa St
Mitchell, SD 57301

Justin & Ashley Mack
900 W Birch Ave
Mitchell, SD 57301

Kenneth & Beverly Soyk
824 W Birch Ave
Mitchell, SD 57301

Dustin & Dixie Dwaard
820 W Birch Ave
Mitchell, SD 57301

Allan & Laura Miller
816 W Birch Ave
Mitchell, SD 57301

CK Property Group LLC
936 Kippes Cove
Mitchell, SD 57301

JNA Properties LLC
25757 408th Ave
Mitchell, SD 57301

Joanne Oberg Revoc Living Trust
903 W Birch Ave
Mitchell, SD 57301

Kyle & Jacquelyn Miskimins
901 W Birch Ave
Mitchell, SD 57301

James Jr & Delores Thomas
1002 Palmer Pl
Mitchell, SD 57301

Stephen Todd
1000 Palmer Pl
Mitchell, SD 57301

Ronald Steinberg
Dallas Hotz-Steinberg
912 W Cedar Ave
Mitchell, SD 57301

Jeanine Bleeker
1025 Circle Dr
Mitchell, SD 57301

Nicholas Peterson
417 S Iowa St
Mitchell, SD 57301

Janelle Parker
421 S Iowa St
Mitchell, SD 57301

James & Bonita Sopoci
821 W Birch Ave
Mitchell, SD 57301

Carroll & Sandra Twedt
406 S Iowa St
Mitchell, SD 57301

Earle & Kathleen Schoep
418 S Iowa St
Mitchell, SD 57301

Daniel & Michele Ziebarth
818 W Cedar Ave
Mitchell, SD 57301

Mackenzie Larson
Alex Elias
801 W Birch Ave
Mitchell, SD 57301

Troy Maeschen
405 S Montana St
Mitchell, SD 57301

Scott Rodman
407 S Montana St
Mitchell, SD 57301

Jasmine Johnson
409 S Montana St
Mitchell, SD 57301

Pin High Properties LLC
25371 393rd Ave
Plankinton, SD 57368

Mid Dakota Properties III LLC
817 N Sanborn Blvd
Mitchell, SD 57301

Kent & Kelsey Vanoverschelde
425 S Montana St
Mitchell, SD 57301

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Destiny Rohrer
OWNER

423 S Montana
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

Let's go Mitchell! ☺

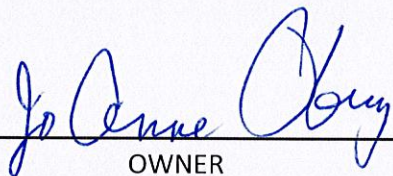
June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We 
OWNER

903 W. Birch Ave

ADDRESS

 APPROVE

 DISAPPROVE

COMMENTS:

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Denise & Michael Royston
OWNER

412 S Iowa, Mitchell, SD 57301

ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Mike Royston has applied for a Variance Permit for a front yard setback of 17' vs 25' to build a 16' x 26' attached garage. This is located 412 S Iowa St, legally described as Lot 9A and S 20' of Lot 10A, Block 22, Rail Road Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD.

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

I/We Carroll & Sandra Twedt
OWNER

406 S. Iowa St., Mitchell, SD
ADDRESS

☐ APPROVE

☒ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 1, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Angie Moon-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District. Planning Commission motioned to recommend approval with 3 conditions-1) license is non-transferable, 2) if business ceases to operate for six months, then a new application would be required, 3) pass a fire inspection; 6 aye, 0 nay and 1 absent. Motion carried. See Planning Commission Unsigned Minutes 06-24-2024.		



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

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

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

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

☐ **Rezoning** \$250 application fee due with the application.

- Applicant is request to rezone property from [Click or tap here to enter text.](#) District to [Click or tap here to enter text.](#) District.

☐ **Variance** \$150 application fee due with application.

- Description of Variance: [Click or tap here to enter text.](#)
- Description of Hardship: [Click or tap here to enter text.](#)

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

- Description of Conditional Use: Family Residential Daycare.

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

This Application is for the following described real property:

Legal Description: Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota

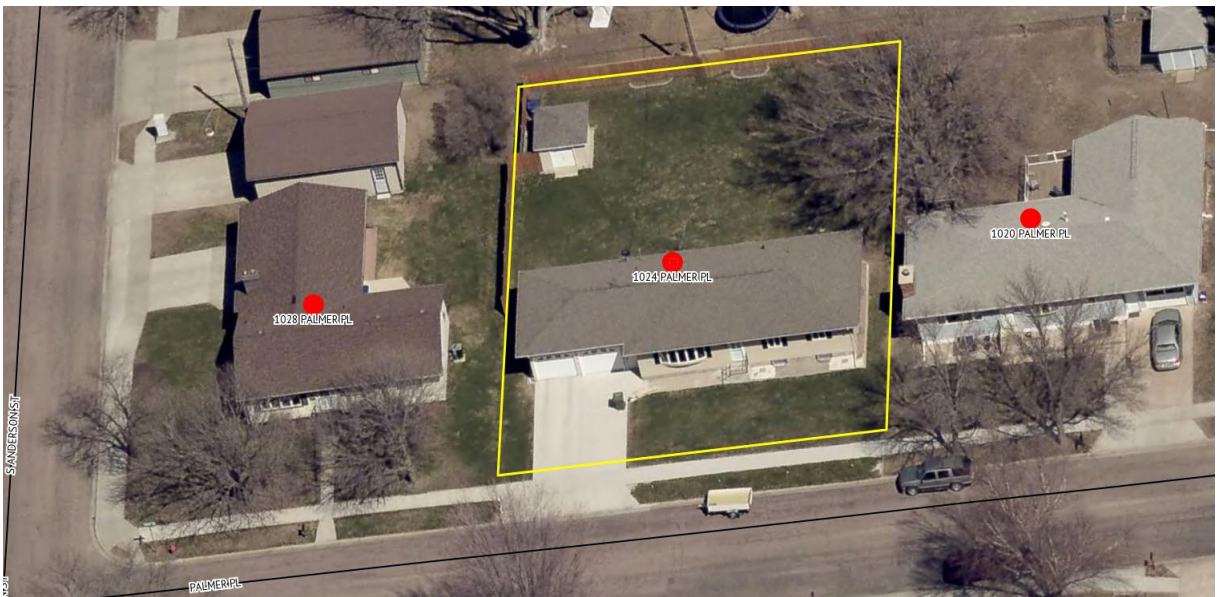
Property Address: **1024 Palmer Place**

Dated this 29th of May, 2024.

APPLICANT

A handwritten signature in blue ink, appearing to read "Angie Moon", is written over a horizontal blue line. To the left of the signature, there is a small, stylized mark that looks like a cross or a star.

Darrel & Lois Docken (current)-Angie Moon-Purchase Agreement
OWNER



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 6th day of June, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 12th day of June, 2024

Approximate Cost:

Angie Moon
1805 Quiett Ln
Mitchell, SD 57301

Darrell & Lois Docken
1024 Palmer Place
Mitchell, SD 57301

Edward Sargent
1022 W Birch Ave
Mitchell, SD 57301

Justin & Tiffany Clark
1018 W Birch Ave
Mitchell, SD 57301

Kyle Jackson
1012 W Birch Ave
Mitchell, SD 57301

Mark Koupal
Mary Nagel
1010 W Birch Ave
Mitchell, SD 57301

Richard Fillmore
8520 W 25th
St Louis Park, MN 55426

Carrie Tesch
1021 W Birch Ave
Mitchell, SD 57301

David Hatwan
Amber Bittel
1017 W Birch Ave
Mitchell, SD 57301

Jordan Gau
1013 W Birch Ave
Mitchell, SD 57301

Michelle Bechen
Jacob Dahme
1009 W Birch Ave
Mitchell, SD 57301

Mabel Triebwasser Trust
1005 W Birch Ave
Mitchell, SD 57301

Mike & Angeline Sterk
1028 Palmer Place
Mitchell, SD 57301

Thomas & Marie Bechen
1020 Palmer Place
Mitchell, SD 57301

Austin & Marcy Gregg
1016 Palmer Place
Mitchell, SD 57301

Malea Nelson
Bradley Boyer
1012 Palmer Place
Mitchell, SD 57301

Marye & Tyler Sutton
500 S Anderson St
Mitchell, SD 57301

Heath & Kristi Driscoll
1023 Palmer Pl
Mitchell, SD 57301

Paul & Julie Haiar
1019 Palmer Pl
Mitchell, SD 57301

Alan & Jamie Birmeier
1015 Palmer Place
Mitchell, SD 57301

Curtis & Laurel Talley
1011 Palmer Place
Mitchell, SD 57301

Jeremy & Jessica Skinner
1028 W Cedar Ave
Mitchell, SD 57301

Mary Tollefson
1024 W Cedar Ave
Mitchell, SD 57301

Larry & Barbara Stolz
1020 W Cedar Ave
Mitchell, SD 57301

Paul Bernard
1016 W Cedar Ave
Mitchell, SD 57301

Jason & Kari Pommer
1012 W Cedar Ave
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We Brad & Malea Boyer
OWNER

1012 Palmer Pl
ADDRESS

____ APPROVE

____ DISAPPROVE

COMMENTS: We do not care either way but are concerned about all the extra traffic in a quiet neighborhood that has many young children.

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We

Darrell & Lois Jackson

OWNER

1024 Palmer place Mitchell S.D.

ADDRESS

☒

APPROVE

☐

DISAPPROVE

COMMENTS:

June 12, 2024

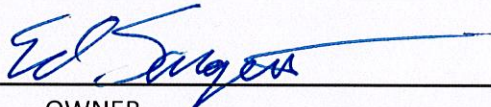
TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We


OWNER

1022 W. Birch
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We Carrie Tesch
OWNER

1021 West Birch Ave
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We

Mary Nagel + Mark Koupal

OWNER

1010 W Birch Ave. Mitchell

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

June 12, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Angie Moon has applied for a conditional use permit to operate a Family Residential Daycare; located at 1024 Palmer Place, legally described as Lot 2 & W 13' of Lot 3, Block 1, Cedar Heights Subdivision, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 24, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 1, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We

Mike & Angie Sterk

OWNER

1028 Palmer Place

ADDRESS

✓

APPROVE

DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	July 1, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 07-15-24		
Explanation/Background of Agenda Item Requested:	Darla Kummer has applied for a conditional use permit to operate a Family Residential Daycare; located at 1503 S Miller St, legally described as N 130' of Lot 16A, Block 16, Sunny Side Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.		

City of Mitchell

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

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

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

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

☐ **Rezoning** *\$250 application fee due with the application.*

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

☐ **Variance** *\$150 application fee due with application.*

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

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

- Description of Conditional Use: Family Residential Daycare

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

This Application is for the following described real property:

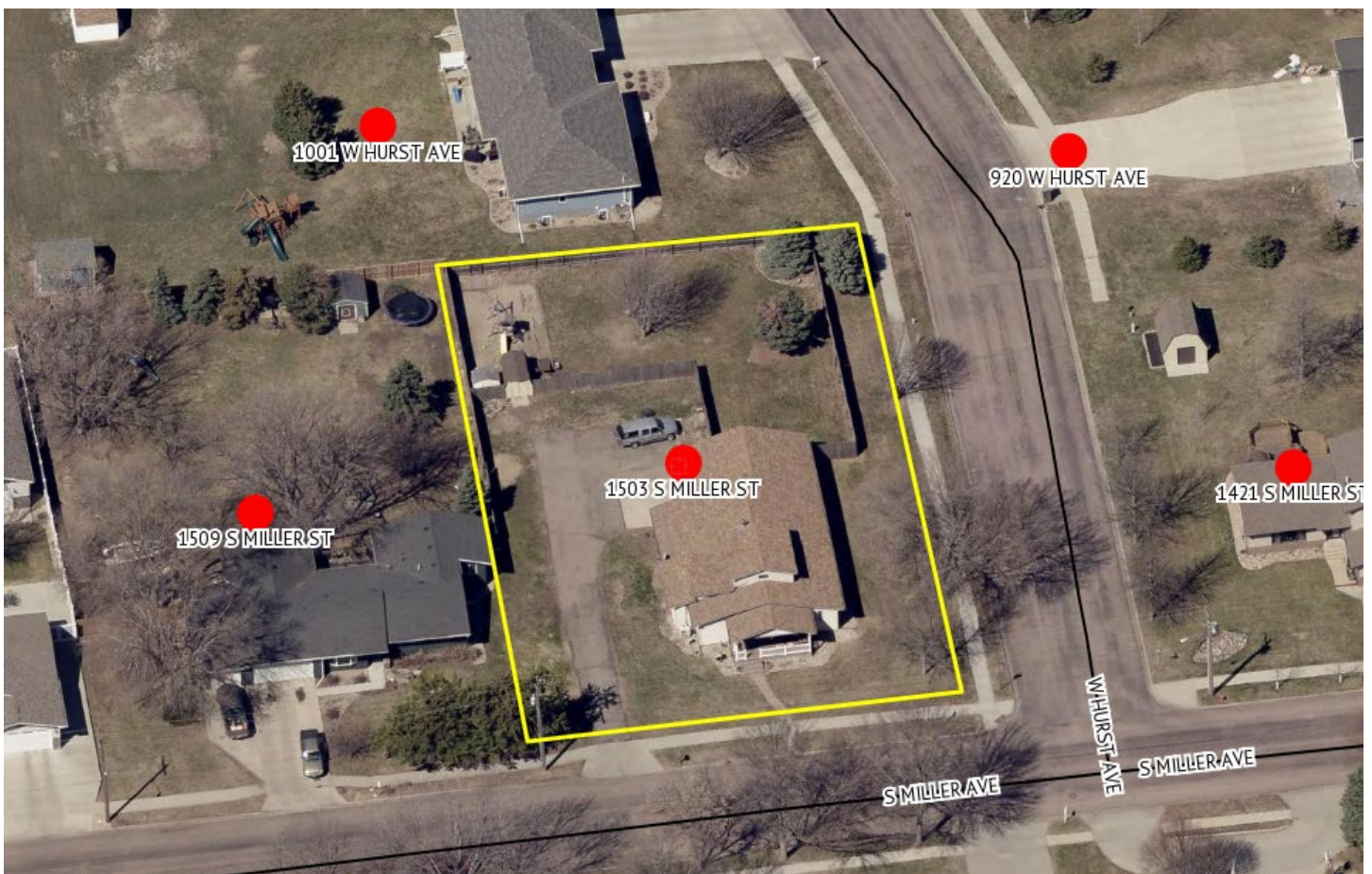
Legal Description: N 130' Lot 16A, Block 16, Sunny Side Addition, City of Mitchell, Davison County, South Dakota.

Property Address: 1503 S Miller St

Dated this 10th **of** June, 2024.


APPLICANT

Darla & Christopher Kummer
OWNER



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	July 1, 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 of the Palace City Lions for a Special Event Malt Beverage & SD Farm Wine License located at Hitchcock Park for July 27 & 28, 2024 for Arts in the Park b. On the application to transfer RL-5758 Retail (On-Sale) Liquor License from Mitchell Steak Company LLC dba Whiskey Creek Wood Fire Grill, 909 East Spruce Street to Alfonso Rodriguez dba Puerto Vallarta, 905 East Spruce Street All required documents have been submitted.		

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Palace City Lions
P.O. Box 841
Mitchell, SD 57301

Owner's Telephone #: 605-999-4276

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 Special Event Arts in The Park
July 27-28

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

Palace City Lions
P.O. Box 841
Mitchell, SD 57301

Business Telephone #: _____

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:

Hitchcock Park

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

E. State Sales Tax Number _____

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

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

Date 7-6-7-24 Print Name Jeff Ridgway Signature Jeff Ridgway

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

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 Palace City Lions

Address of office and principal place of business of corporation/partnership/LP/LLC _____

- 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
Graig Bennet	President		
Jeff Ridgway	Treasurer		
Kay Thomas	Secretary		
Dave Emmert	Board Member		

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
X	

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

Kay Thomas P.O. Box 91 Alexandria SD 57311

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

Jeff Ridgway 6-7-24

Date Received _____
Date Issued _____

License No. RL-5758

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Alfonso Rodriguez
3010 36th St S Unit B Fargo ND

Owner's Telephone #: 701-251-8651

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

Porto Vallarta Bar and Grill
905 E Spruce St, Mitchell, SD 57301

Business Telephone #: _____

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:

S 313' OF N 363 OF W 1/2 OF NE 1/4 M 1/2 North
OF TSC ADDN and South of Spruce St East
of South Mentzer Platter various in NE of
34-103-60 Platted Vendors

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

E. State Sales Tax Number 1041-3339-ST

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

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

Date 6/3/2023 Print Name Alfonso Rodriguez Signature _____

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Puerto Vallarta LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 4323 45th St S Ste 101

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No Fargo ND 58103

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>Alfonso Rodriguez</u>		<u>3010 36th St S unit 13 Fargo</u>	
<u>Patrice Morales</u>	<u>Landlord</u>	<u>2200 Douglas Ave 1st #13</u>	<u>Yankton SD 57078</u>

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

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

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

Radgett Business Services / Phone # 701-364-9650

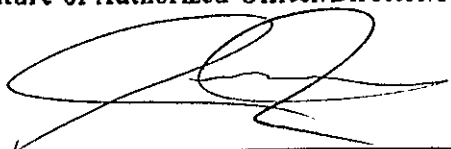
With signature the applicant agrees to the following:

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



6/3/2024

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:	July 1, 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 & PD		
Agenda Item:	Action to Approve Special Event Permit Application For Tour de Corn on Saturday, August 17, 2024		
Explanation/Background of Agenda Item Requested:	The Palace City Pedalers are requesting a Special Event Permit for their annual Tour de Corn, which takes place Saturday, August 17th, 2024, from 4:00 AM until 11:00 AM. The Tour de Corn is a 3-day biking event engaging around 400 riders from Mitchell and the surrounding areas. The event is being held in the City parking lot north of City Hall and throughout the Mitchell community. This event is open to the public, vendor and/or participant fees are required, and the event is being held within a City parking lot (City Hall). Please refer to the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following from 4:00 AM to 11:00 AM on Saturday, August 17th: • Street Closure (\$200 fee) • Parking Lot Closure (\$200 fee-waived if also requesting street closure) • Parade Permit - with escort & closures (\$250 fee) * The Palace City Pedalers would ask for consideration from City Council to waive all the Special Event Permit and Park & Rec fees for this event. We are a non-profit entity where the proceeds of this ride are used to enrich bicycle riding in this community. We provide work and maintenance on the trails surrounding the lake. We are very proud to be an involved group in this community. The following street and parking lot closures are requested on Saturday, August 17th, from 4:00 AM until 11:00 AM: • E. 7th Ave. from Main Street to N. Lawler St. • Parking lot north of City Hall (Utilized to stage the riders prior to the four rides beginning.) *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 Street.Parking Lot Closure Map for further information.		

A police escort is requested beginning at 9:30 AM from E. 7th Ave. for the 35-mile route and at 10:00 AM for the 15-mile route.

Please see the attached 15 and 35 mile route maps and cue sheets.

Additional equipment requested, along with fees:

- 10 picnic tables (\$25/picnic table/day) delivered to the Day Camp by 9:00 AM on Saturday, August 17th.

***Approval of the submitted Special Event Permit Application will be contingent upon receipt of the Certificate of Liability Insurance Form prior to the day of the event.**

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

Print**Special Event Permit Application - Submission #3549****Date Submitted: 6/13/2024**

Special Event Permit Application

Events that are open to the general public and take place on public grounds; 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 at least 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:*

Tour De Corn

Event Date:*

8/17/2024

—

Event Hours:*

04:00 AM

—

11:00 AM

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)

8/17/2024	04:00 AM	—	8/17/2024	11:00 AM
-----------	----------	---	-----------	----------

Time Requested for Parking Lot Closure(s)

8/17/2024	04:00 AM	—	8/17/2024	11:00 AM
-----------	----------	---	-----------	----------

Event Information:

Overall Event Description:*

Tour De Corn is a 3 day biking event engaging around 400 riders from Mitchell and the surrounding area. We stage the primary event from the parking lot north of City Hall.

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:*

425

Name of Group Sponsoring the Event:*

Palace City Pedalers

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:*

Mary Day

Contact Person's Email:*

Phone Number: *

tmday3@mitchelltelecom.net

5 99322

Day of Event Contact Person:*

Mary Day

Contact Person's Email:*

Phone Number:*

tmday3@mitchelltelecom.net

6059992322

Facility Use, Impacted Areas, and Event Map

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.*

- 1) Parking lot closure - the parking lot north of city hall
 - 2) Street closure - 7th street from Main street east one block to Lawler Street
 - 3) Escort from that corner North to 23rd street where the event will turn west unto 23rd street - please see attached route maps
 - 4) Escort at 9:30 AM for the 35 mile route and at 10:00 for the 15 mile ride.
- The 62 mile ride and the 100 mile ride do not require an escort

We would like 10 picnic tables delivered to the Day Camp by 9:00 AM on Saturday, August 17th. Day Camp has already been reserved.

The Palace City Pedalers would ask for consideration of waiving the fees associated with this event. We are a non-profit entity which the proceeds of this ride are used to enrich bicycle riding in this community. We provide work and maintenance on the trails surrounding the lake. We provide volunteers for the Bike Rodeo on First Friday, Leaders and volunteers for the Park and Rec Riding programs. We are very proud to be an involved group in this community. Thanks for your consideration.

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 utilize the parking lot north of City Hall to stage the riders. The 4 rides leave from 7th street east of Main Street.

Noise Permits

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

Will Sound Amplification be used?*

- ☐ Yes
☒ No

What time will sound amplification be used?

hh:mm am/pm — hh:mm am/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?

hh:mm am/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 acquire and provide a copy of a Certificate of Liability Insurance coverage with a \$1,000,000 General Liability 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 per occurrence. 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 Insurance is required per occurrence. Fireworks Permits require \$1,000,000 of General 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 per occurrence
- ☐ Special Event Liquor License: \$500,000 Liquor Liability per occurrence
- ☐ Fireworks Permit: \$1,000,000 General Liability per occurrence

Name of Insurance Company*

Agent's Name

National Insurance

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.*

Palace City Pedalers

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.*

Palace City Pedalers

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.*

Palace City Pedalers

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

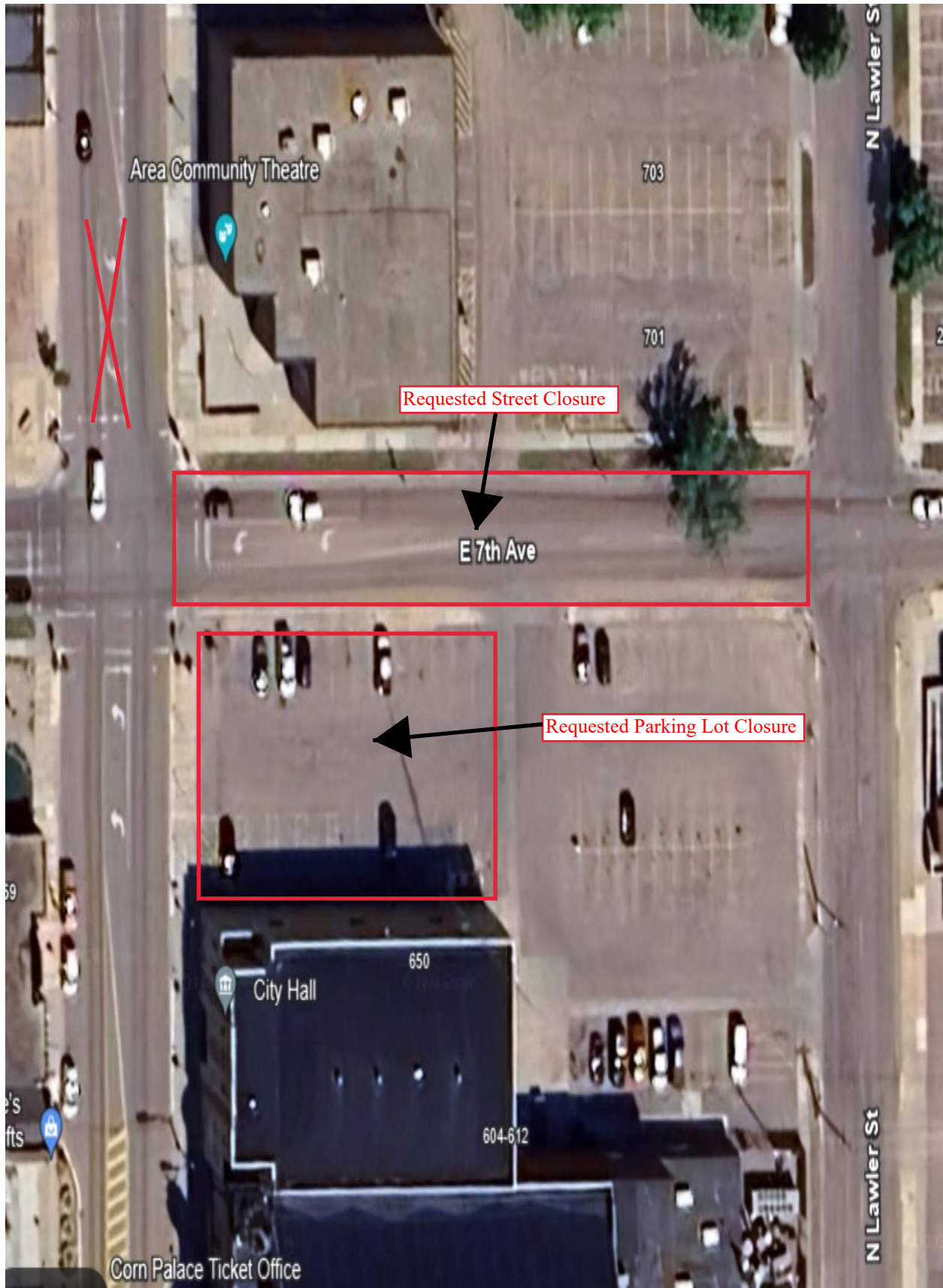
Finance Officer

Mayor

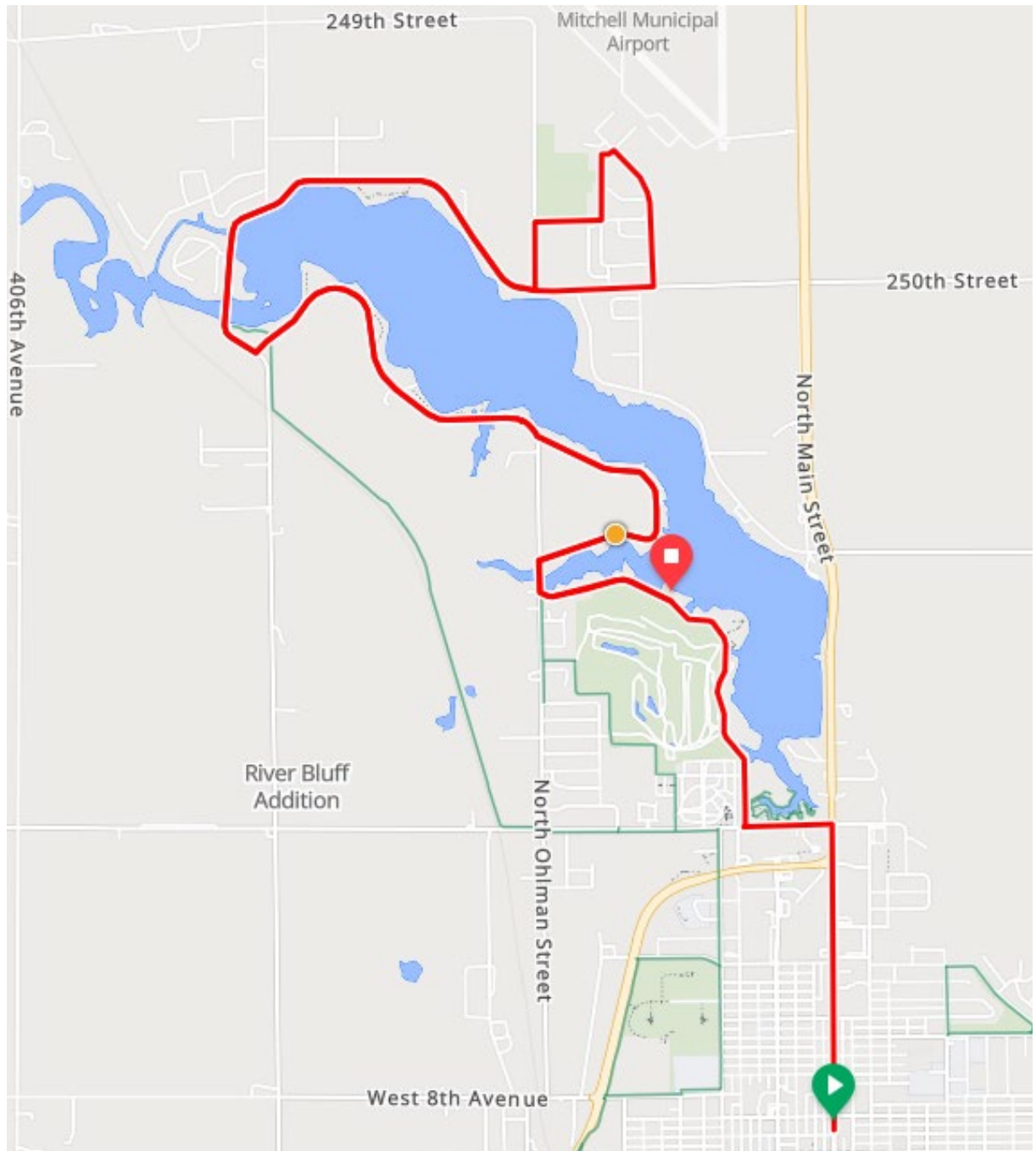
(Seal)

Date Approved: _____

Amount of Fees Paid: _____



15 Mile Route 2024 Tour de Corn



If you need assistance along the route, please call:

- Cody Denne (Ron's Bike Shop)- 605-770-6932

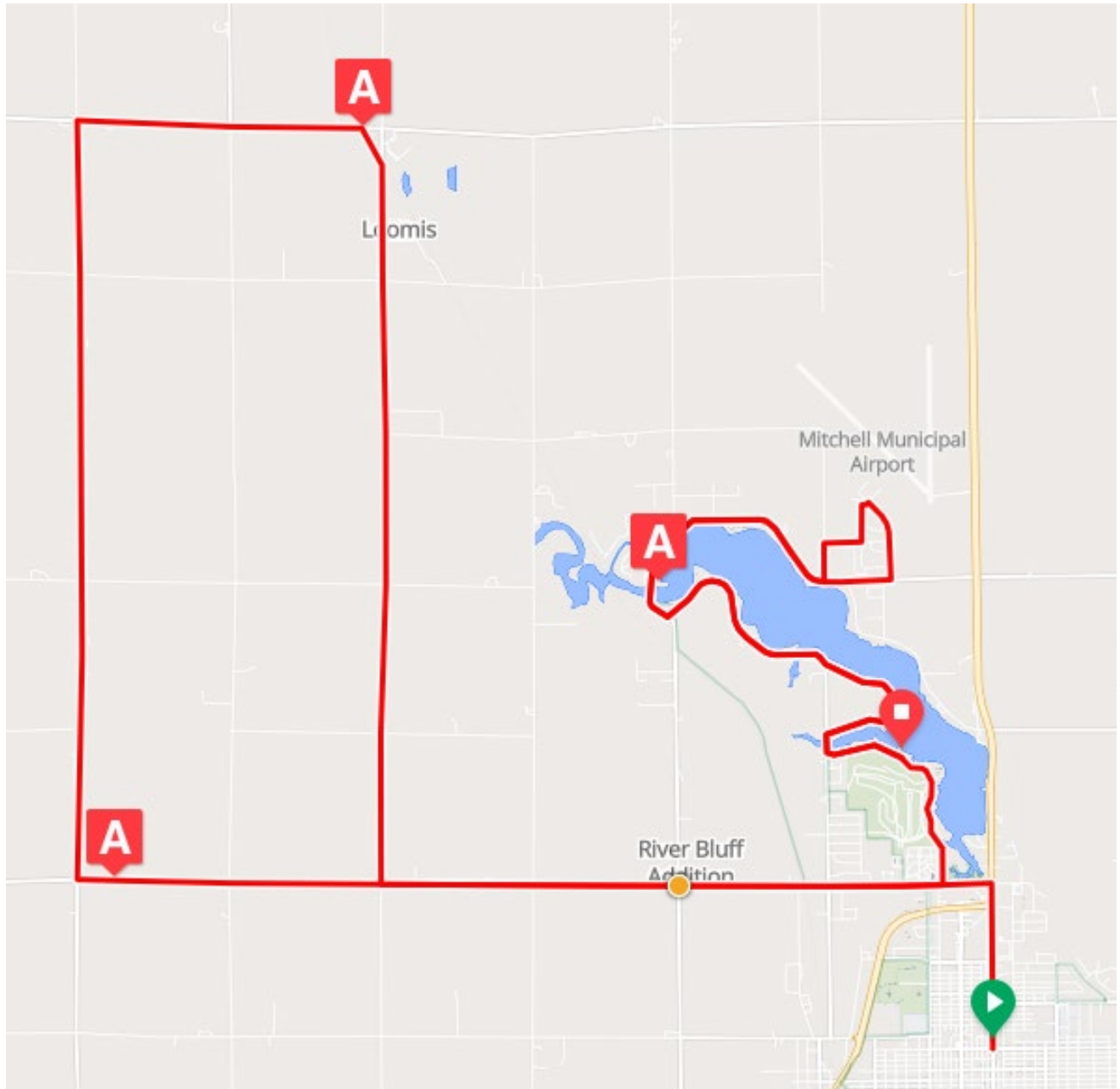
Tour de Corn 2024

15-mile route cue sheet

- | |
|--|
| • Keep right onto North Main Street |
| 0.2 mi |
| • Turn sharp left onto North Main Street |
| 0.2 mi |
| • Make a U-turn onto North Main Street |
| 0.2 mi |
| • Continue onto North Main Street, SD 37 |
| 1.0 mi |
| • Turn left onto West 23rd Avenue |
| 1.1 mi |
| • Turn left onto Indian Village Road |
| 1.5 mi |
| • Turn right onto North Ohlman Street |
| 3.0 mi |
| • Turn right onto South Harmon Drive |
| 3.1 mi |
| • Turn slight right onto West Harmon Drive |
| 4.2 mi |
| • Turn right onto West Harmon Drive |
| 5.7 mi |
| • Continue onto North Harmon Drive |
| 6.7 mi |
| • Continue onto National Guard Road |
| 7.8 mi |
| • Turn left onto Airport Road |

8.1 mi
• Keep right onto Airport Road
8.3 mi
• Turn sharp left onto Airport Road
8.6 mi
• Turn left onto Hangar Road
8.6 mi
• Turn right onto Industrial Road
8.9 mi
• Turn left onto North Ohlman Street
9.2 mi
• Turn right onto North Harmon Drive
9.4 mi
• Turn left onto West Harmon Drive
11.3 mi
• Keep left onto South Harmon Drive
12.8 mi
• Turn left onto North Ohlman Street
13.9 mi
• Turn left onto Indian Village Road
14.0 mi

35 Mile Route 2024 Tour de Corn



If you need assistance along the route, please call:

- Cody Denne (Ron's Bike Shop)- 605-770-6932

Tour de Corn 2024

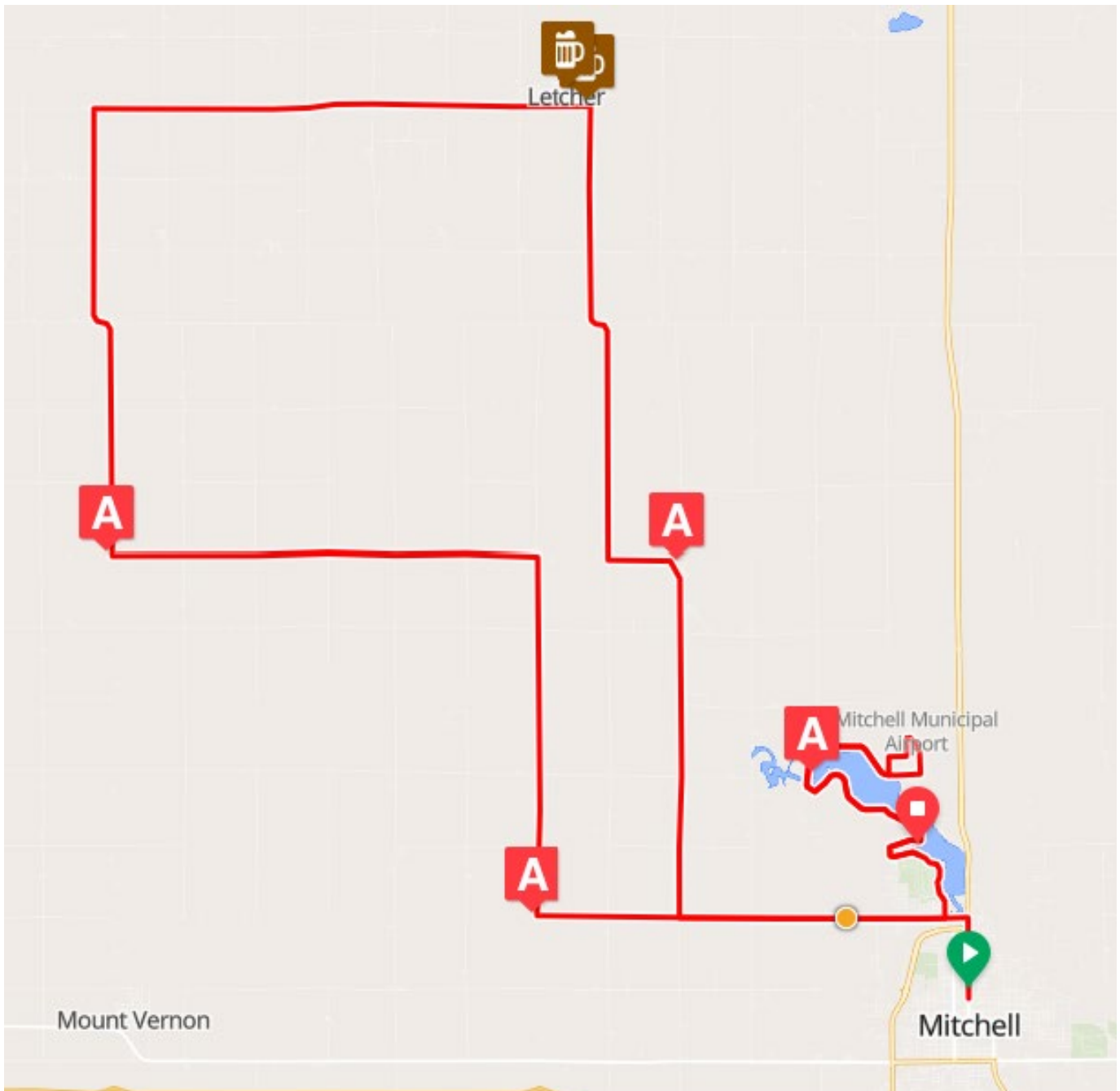
35-mile route cue sheet

- | |
|--|
| • Turn left onto North Main Street |
| 0.0 mi |
| • Continue onto North Main Street, SD 37 |
| 0.9 mi |
| • Turn left onto West 23rd Avenue |
| 1.1 mi |
| • Continue onto 252nd Street |
| 3.2 mi |
| • Turn right onto 403rd Avenue |
| 7.2 mi |
| • Turn right onto 247th Street |
| 12.2 mi |
| • Turn right |
| 14.1 mi |
| • Turn slight right onto 405th Avenue |
| 14.3 mi |
| • Turn left onto 252nd Street |
| 19.1 mi |
| • Continue onto West 23rd Avenue |
| 21.1 mi |
| • Turn left onto Indian Village Road |
| 22.8 mi |
| • Turn right onto North Ohlman Street |
| 24.3 mi |

• Turn right onto South Harmon Drive	
24.5 mi	
• Turn slight right onto West Harmon Drive	
25.6 mi	
• Turn right onto West Harmon Drive	
27.1 mi	
• Continue onto North Harmon Drive	
28.0 mi	
• Continue onto National Guard Road	
29.1 mi	
• Turn left onto Airport Road	
29.4 mi	
• Turn left onto Hangar Road	
30.0 mi	
• Turn right onto Industrial Road	
30.3 mi	
• Turn left onto North Ohlman Street	
30.5 mi	
• Turn left onto North Harmon Drive	
30.8 mi	
• Turn left onto West Harmon Drive	
32.7 mi	
• Keep left onto South Harmon Drive	
34.1 mi	
• Turn left onto North Ohlman Street	
35.3 mi	
• Turn left onto Indian Village Road	

35.4 mi

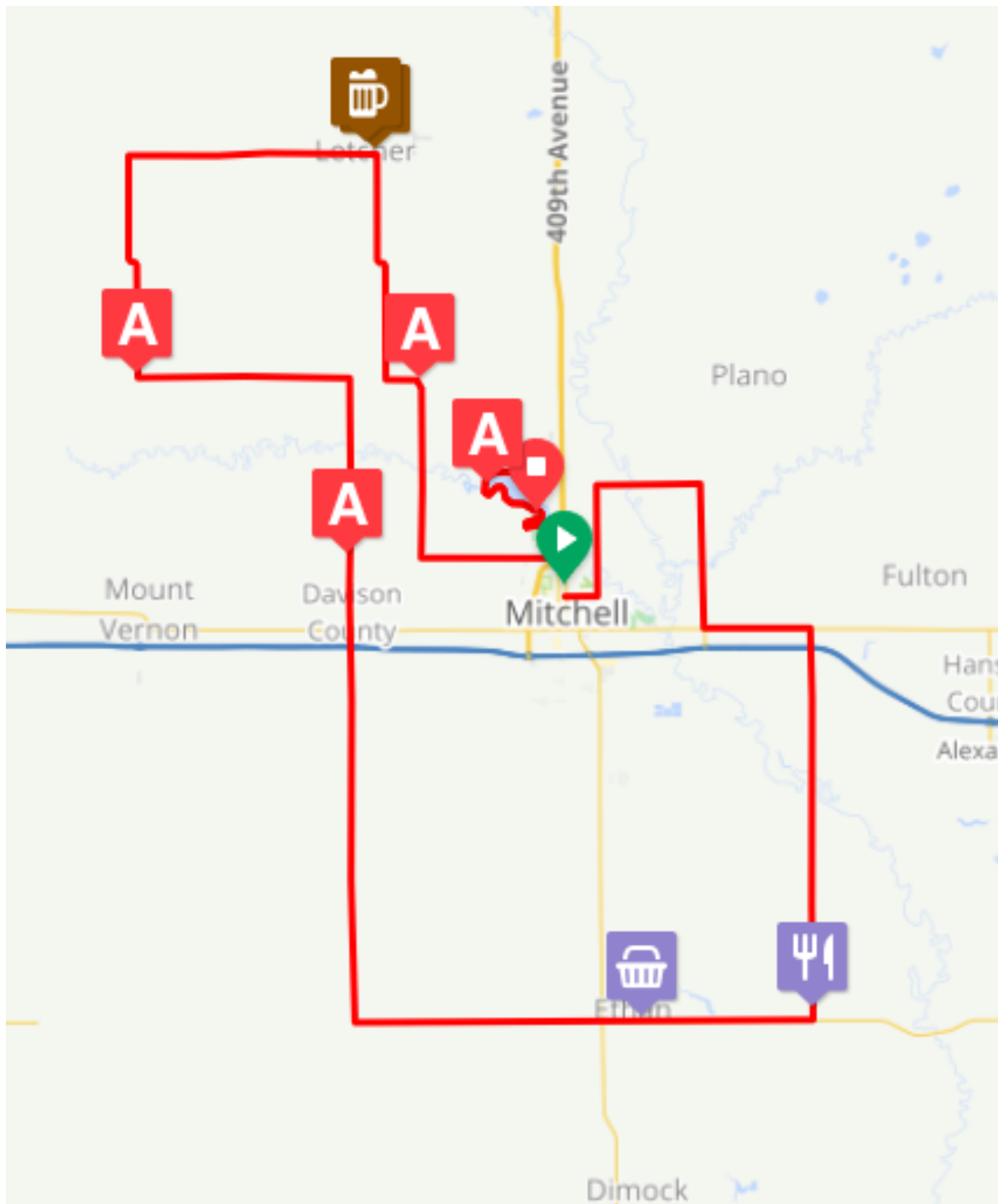
62 Mile Route 2024 Tour de Corn



If you need assistance along the route, please call:

- Cody Denne (Ron's Bike Shop)- 605-770-6932

100 Mile Route 2024 Tour de Corn



If you need assistance along the route, please call:

- Cody Denne (Ron's Bike Shop)- 605-770-6932

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:	July 1, 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 Corn Palace Festival on Tuesday, August 20 through Monday, August 26, 2024		
Explanation/Background of Agenda Item Requested:	The World's Only Corn Palace, Corn Palace Festival Committee, and Corn Palace Director Doug Greenway are requesting a Special Event Permit for the annual Corn Palace Festival, which takes place Wednesday, August 21st, through Sunday, August 25th, 2024. The festival is open to the public, admission will be charged to ride the carnival rides, vendor and/or participant fees are required, the festival includes the sale or use of alcoholic beverages, items and/or services will be sold, and the event is being held on Main Street. Please refer to the attached Special Event Permit Application for more details about the event. The submitted Special Event Permit Application requests the following: • Street Closure(s) (\$200 fee) • Parking Lot Closure(s) (\$200 fee-waived if also requesting street closure) • Noise Permit • Consumption Permit (\$500 fee) The following street closures are requested from Tuesday, August 20th at 4:00 AM until Monday, August 26th at 9:00 AM: • N. Main Street from 5th Ave. to halfway between 8th and 9th Ave. (south of TMA driveway) • Half block(s) west of Main Street on 6th, 7th, and 8th Ave. • 7th Ave. east of Main Street, up to the intersection at 7th Ave. & Lawler St. • Lawler St. between 6th and 7th Ave. *Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s). The following parking lot closures are requested from Tuesday, August 20th at 4:00 AM until Monday, August 26th at 9:00 AM: • The Corn Palace parking lot • The A.C.T. Theatre parking lot (leaving room for them to load/unload through the north part of their parking lot) • The City parking lot between Good Year and TMA		

- The Scoreboard parking lot
- East side of the Slumberland parking lot

The following parking lot closures are requested from Monday, August 19th at 8:00 AM until Monday, August 26th at 12:00 PM:

- The City Hall parking lot
- East portion of the Disco parking lot
 - These parking lot closures will allow overnight camping for the Goldstar Amusement Box Office/Administrative Offices.

Please reference the attached Corn Palace Festival Street and Parking Lot Closure Map 2024 for further information.

A noise permit has been requested from 5:00 PM until 11:00 PM for each day of the festival. Sound checks will be performed at 5:00 PM as well.

The consumption permit request includes the following:

- Main Street from 5th to 7th Ave.
- 6th Ave. from Main Street to the alley west of Main Street
- Scoreboard Parking Lot
- Corn Palace Plaza

Alcohol will be served in a Corn Palace event cup to allow the alcoholic beverage to be carried/consumed within the Consumption Permit boundaries.

Please reference the attached Corn Palace Festival Street and Parking Lot Closure Map 2024 for further information about the consumption permit boundaries/areas.

Additional equipment requested, along with fees:

- 20 picnic tables (\$25/picnic table/day) delivered to the food court area.
- 2 bleachers (\$35/bleacher/day) delivered to the Corn Palace Plaza area.
- 10 garbage receptacles set up along the carnival route.
- 2 large garbage dumpsters.

*** The event is requesting that all Special Event Permit and Park & Rec equipment fees be waived.**

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

Print**Special Event Permit Application - Submission #3592****Date Submitted: 6/25/2024**

Special Event Permit Application

Events that are open to the general public and take place on public grounds; 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 at least 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:*

2024 Corn Palace Festival

Event Date:*

8/20/2024

—

8/26/2024

Event Hours:*

04:00 AM

—

11:00 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)

8/20/2024

04:00 AM

—

8/26/2024

09:00 AM

Time Requested for Parking Lot Closure(s)

8/19/2024

05:00 PM

—

8/26/2024

12:00 PM

Event Information:

Overall Event Description:*

The Corn Palace Festival Committee is requesting the following street and parking lot closures for the 2024 Corn Palace Festival. North Main street from 5th to half way between 8th and 9th street (south of TMA Driveway). We request a half blocks west in the 100 blocks of west 6th, west 7th and west 8th streets, and the east 100 block of 7th street and Lawler Street between 6th and 7th. Closure for the remainder of the City Hall Parking lot, ACT theater parking lot (leaving room for load in/out of their north service door) The City parking lot between (Good Year and TMA) This lot will be reopened if they do not require all the space for rides.. These lots and streets closed from 4 am on the 20th and 9 am on the 26th. when we can get the streets cleaned and opened. We also request closure of the Scoreboard Parking lot (owners are partnering with the festival) for this same time frame.

We request closure and overnight camping in the City Hall Parking lots and east half of the Lawler/Kimball lots from 8 am Monday August 19th until 12 noon on Monday the 26th for GoldStar Amusement Admin Offices and Carnival Staff to work and stay.

We also request closure of the east side of the Slumber land Parking lot. Owners are partnering with the festival.

A consumption permit for alcohol on main street between 5th and 7th, scoreboard parking lot and the corn palace plaza to allow for attendees to have alcohol with the food court and these food serving areas. Alcohol would be contained in a Corn Palace event cup to identify this. Participating bars/restaurant would be required to monitor alcohol leaving their premises as well as underage consumption. Alcohol containment barriers and signs will be posted at locations exiting the consumption permit area.

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:*

10000

Name of Group Sponsoring the Event:*

Corn Palace Festival Committee and Corn Palace Director

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

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

501C Exemption Letter Attachment

tax_exempt_Certificate of Exemption_Corn_Palace.pdf

Event Application Contact Person:*

Doug Greenway

Contact Person's Email:*

dgreenway@cornpalace.com

Phone Number: *

6057700761

Day of Event Contact Person:*

Doug Greenway

Contact Person's Email:*

dgreenway@cornpalace.com

Phone Number:*

6057700761

Facility Use, Impacted Areas, and Event Map

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.*

see attached map.

setup for the carnival will begin at 8 am on Tuesday the 20th about 8 am. Vendors will also begin setting up on Main street. The event concludes at 5 pm on Sunday, August 25th, with additional cleanup and removal of equipment until Monday the 26th about 9 am. Most food will be consumed in front of the Corn Palace so a request for 20 picnic tables in the food court areas and request 2 bleachers in the plaza area.

A tent will be setup over the plaza green space to provide shade and shelter during stage events. An additional 10 large garbage receptacles will be requested and setup along the carnival route and two large dumpsters for garbage pickup which Coen Palace and hired staff will perform 2-3 times daily or as needed. Various barriers will be setup by rides and for street closure.

Public Safety will be notified of event setup so emergency response can be made as needed.

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 request fees for rentals and permits be waived as this is a City of Mitchell/Corn Palace event.

Additional officers are staffed for this event as Mitchell Public Safety has been notified. Additional security his hired for the safety of the entertainers and their equipment. Crowd control during the indoor concerts is coordinated by public safety with support from Search and Rescue, Corn Palace Staff and Entertainment Staff.

AEDs are available with the Corn Palace and event safety meetings are held with all participants prior to each concert. Outdoor rides and vendors are required to secure their equipment and displays per Corn Palace agreements and liability insurance is required from each vendor.

A planning meeting is held with City Departments involved two weeks prior 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 — 11:00 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?

05:00 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 acquire and provide a copy of a Certificate of Liability Insurance coverage with a \$1,000,000 General Liability 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

dgreenway@cornpalace.com

Date of Display

Time of Display

mm/dd/yyyy

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 per occurrence. 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 Insurance is required per occurrence. Fireworks Permits require \$1,000,000 of General 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 per occurrence
- ☐ Special Event Liquor License: \$500,000 Liquor Liability per occurrence
- ☐ Fireworks Permit: \$1,000,000 General Liability per occurrence

Name of Insurance Company*

SD PUBlid Assurance Alliance

Agent's Name

David A Pfeifle

Policy Number

NA

Phone Number

Affidavit of Applicant

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

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

Doug Greenway

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

Doug Greenway

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

Doug Greenway

I am attaching the following items:

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

Parade Route Map Attachment

Choose File No file chosen

Street or Parking Lot Closure Map Attachment

Corn Palace Festival Street and Parking Lot Closure Map
2024.pdf

Event Map Attachment

Corn Palace Festival Street and Parking Lot Closure Map
2024.pdf

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: _____

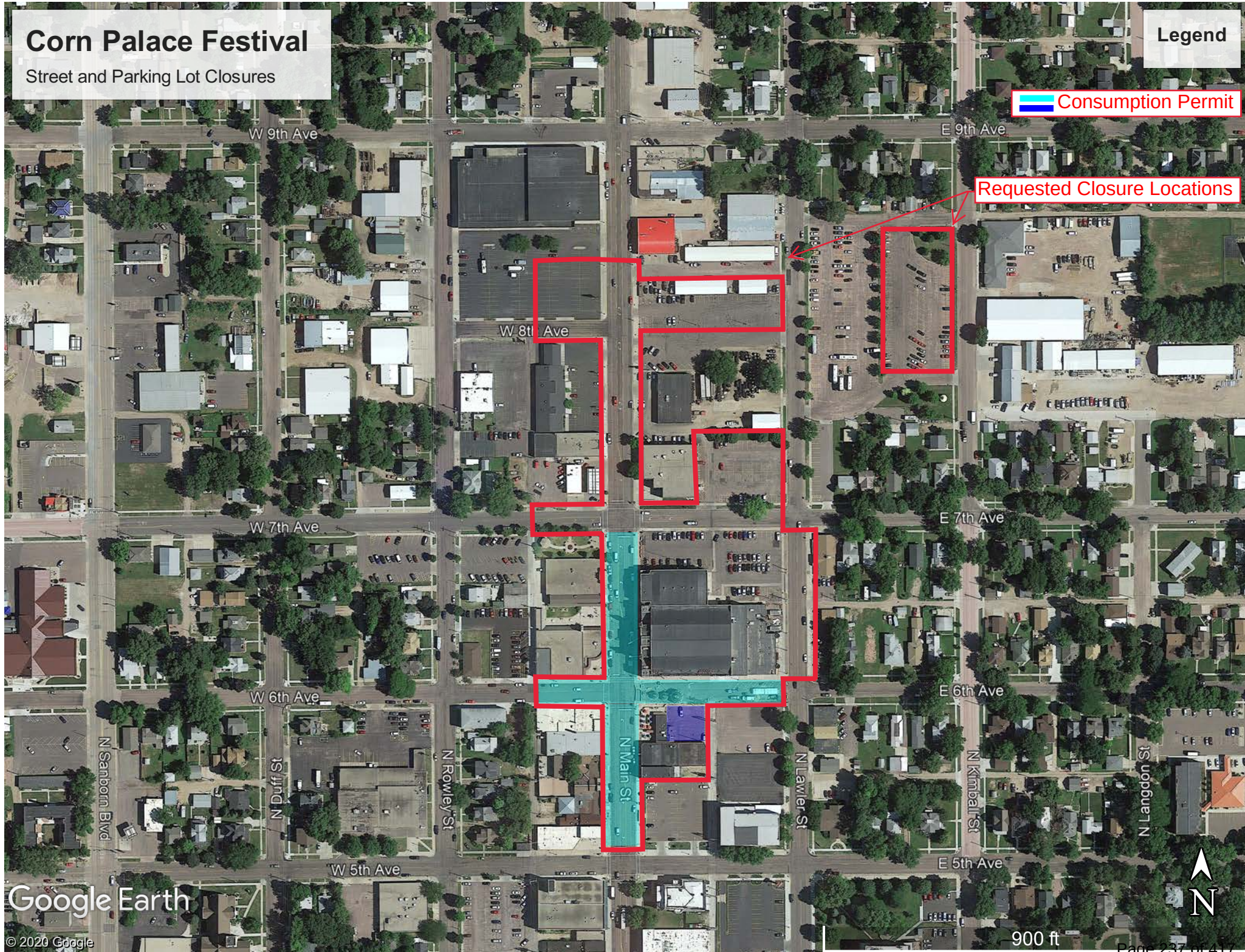
Corn Palace Festival

Street and Parking Lot Closures

Legend

Consumption Permit

Requested Closure Locations



South Dakota Streamlined Sales Tax Agreement

Certificate of Exemption

Warning to purchaser:

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale may be notified that you claimed exemption from sales tax.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption.

1. ☐ Check if you are attaching the Multistate Supplemental form.

SD If not, enter the two-letter abbreviation for the state under whose laws you are claiming exemption.

2. ☐ Check if this certificate is for a **Single Purchase Certificate**. Invoice/purchase order # _____

3. **Print or type**

A. Name of purchaser
City of Mitchell

B. Business address
612 N Main Street

City
Mitchell

State
SD

Zip code
57301

C. Purchaser's tax ID number
1018-1188-RG

State of Issue
SD

County of Issue
Davison

D. If no tax ID number, enter FEIN _____

E. If no ID number or FEIN, enter Driver's License Number/State Issued ID number _____ state of issue _____

F. Foreign diplomat number _____

G. Name of seller from whom you are purchasing, leasing or renting _____

H. Seller's address _____

City _____ State _____ Zip code _____

4. **Circle type of business**

Purchaser's Type of business. Circle the number that best describes your business.

☐ 01 Accommodation and food services	☐ 11 Transportation and warehousing
☐ 02 Agriculture, forestry, fishing, hunting	☐ 12 Utilities
☐ 03 Construction	☐ 13 Wholesale trade
☐ 04 Finance and insurance	☐ 14 Business services
☐ 05 Information, publishing and communications	☐ 15 Professional services
☐ 06 Manufacturing	☐ 16 Education and health-care services
☐ 07 Mining	☒ 17 Nonprofit organization
☐ 08 Real estate	☒ 18 Government
☐ 09 Rental and leasing	☐ 19 Not a business
☐ 10 Retail trade	☐ 20 Other (explain) _____

5. **Circle reason for exemption**

Reason for exemption. Circle the letter that identifies the reason for the exemption.

A ☒ Federal government (Department)	H ☐ Agricultural
B ☒ State or local government (Agency) City of Mitchell	I ☐ Industrial production/manufacturing Does not apply in SD
C ☐ Tribal government	J ☐ Direct pay permit
D ☐ Foreign diplomat	K ☐ Direct Mail
E ☐ Charitable organization - SD Permit Required	L ☐ Other (Explain) _____
F ☐ Religious or private educational organization - SD Permit Required	
G ☐ Resale	

6. **Sign here**

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser
Cindy Roth

Print name here
Cindy Roth

Title
Deputy Finance Officer

Date
2-6-2024

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:	July 1, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	203-45220-43300 - \$2,500,000		
Agenda Item:	Action to Approve Office of Economic Development Administration Certificate as to Site, Rights-of-Way, and Easements		
Explanation/Background of Agenda Item Requested:	It is a requirement to approve an Economic Development Administration Certificate as it pertains to the project site, rights-of-way and easements for the Lake Mitchell Marina Project. Eric Prunty, with Brosz Engineering has already signed the Certificate of Engineer for the Description of Property Requirements. The City has obtained all easements and permits necessary for the work. Only one small portion of the project is being constructed on private property. All other portions of the project are being constructed on property the City owns or has rights to. Staff is requesting that Council authorize the City Attorney to sign the Title Opinion and for the Mayor to sign the Owner's Certification Regarding Eminent Domain.		



ECONOMIC DEVELOPMENT ADMINISTRATION
CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS

Part One
Certificate of Architect/Engineer
Description of Property Requirements for EDA project

I, Eric Prunty, the undersigned Architect or Engineer, certify that I am
(Name of Architect/Engineer)

familiar with the design of the Lake Mitchell Marina Project
(Name or Type of Facility)

being constructed by the City of Mitchell
(Name of Owner)

as part of EDA Award Number 05-79-06173 and that all of such facilities will be constructed wholly within the land, leasehold interest and rights-of-way and/or existing public streets and roads described below. I further certify that the land, leasehold interest, and rights-of-way being purchased as hereinafter described are sufficient, but not in excess of actual needs for the Project as planned and approved by the Owner.

Note: Depending on the project, Items 1, 2 or 3 may not be applicable. Use Item 1 for acreage parcels, such as tracts and lots; Use Item 2 for easements and right-of-way; Use Item 3 for property that is associated with a permit (i.e. railroad; state highway, etc.).

1. The Owner holds or will hold fee title or a long-term leasehold interest on the following property. (Aboveground Project elements should be constructed on land to which the Owner possesses fee simple title. Describe each tract, whether presently owned or to be acquired, and indicate what Project element is to be constructed on each (i.e., tank site, pumping station, treatment plant, etc.). If more space is needed, please attach additional documentation and label each additional page "Exhibit 1A"). Provide a map that shows the property relative to the project components.

City of Mitchell Lot A in NE 1/4 15800-Platted Various - 6" PCC Pavement
City of Mitchell IT 1 of NW 1/2 15800-Platted Various - 6" PCC Pavement
City of Mitchell - 6" PCC Pavement
City of Mitchell - IT 1 of NW 1/4 15800-Platted Various - 6" PCC Pavement
City of Mitchell - IT 1 in NE 1/4 15800-Platted Various - 6" PCC Pavement & Marina

2. The following easements and rights-of-way are required for this Project. (Describe each easement and/or right-of-way, whether presently owned or to be acquired, by name of current owner and by metes and bounds, including the area in acreage. If more space is needed, please attach additional documentation and label each additional page "Exhibit 1B"). Provide a map that shows the property relative to the project components.

Robert Young & Norman Schoenfelder Unplatted Portion of the S1/2 of NW1/4 Ex It & EX W47 Acres in S 1/2 & Ex that portion platted as Lot 2C & Lot 3A of Marsden's Addition but including Lots B & C1 of Dredge Site Sub in SW 1/4 Mitchell Township.

3. The following state, railroad, highway, or other permit(s) are required for this project.
(Describe the location for which any permit will be needed and the name of the permitting entity. If more space is needed, please attach additional documentation and label each additional page "Exhibit 1C"). Provide a map that shows the property relative to the project components.

WITNESS MY HAND, this the 26th day of June, 2024.



Registered Professional Architect's or Professional
Engineer's Signature

704 E Havens Avenue

Address

Mitchell

SD

City

State

1 (605) 999-7782

Telephone

(This "Certificate of Architect/Engineer" is to be completed by the Owner's Architect/Engineer and forwarded to the Owner's Attorney).

Part Two
Title Opinion

I, _____, Attorney-at-Law, representing

(Name of Attorney-at-Law)
_____ (hereinafter the "Owner") do hereby certify that:

1. I have examined the public records of _____ County, State of _____ from the period of _____, _____ to _____, 20 _____ (which period of time should be at least 40 years). Based upon said examination, I find and am of the opinion that _____ is vested with marketable, fee simple title to the land referenced in Part One hereof as being required in fee, subject only to the following liens, encumbrances, and objections.

(If additional space is needed, please attach additional documentation and mark each page "Exhibit 2A." If there are no encumbrances on the Owner's fee simple title, please write "None").

Any encumbrances or objections to the fee simple title listed above will not, in my opinion, restrict or interfere with the contemplated construction, use or purpose of the aforesaid EDA Project.

2. This is to further certify that: (i) all long-term leases needed for the Project as described in Part One above have been acquired by the Owner; and (ii) all easements or rights-of-way needed for the Project as described in Part One above have been entered into by the Owner. In addition, I have examined the instruments creating the long-term leases, easements, and/or rights-of-way described in Part One; and it is my opinion that said instruments are valid as to form and substance for the purposes intended and provide the Owner with sufficient interest to construct and maintain the Project facilities.

I certify that I have examined the public records to ascertain that said easements and/or rights-of-way have been obtained from the record owner(s).

3. The extent of said title examination and/or public record search is sufficient for the purpose of establishing the validity of the title to said property and for the purpose of determining outstanding restrictions, liens, encumbrances, and ownership interests pertaining thereto.
4. All permits required for the Project as described in Part One above have been obtained. I have examined all of said permits and am of the further opinion that said permits are valid as to form and substance for the purposes intended.

5. Remarks and Explanations. (If additional space is needed, please attach additional documentation and mark each page "Exhibit 2B").

WITNESS MY HAND, this the _____ day of _____, 20_____.

Attorney's Signature

Address

City

State

Telephone

◆ It is the sole responsibility of the Recipient of the EDA Award to provide a legal opinion verifying that the Recipient has good title to all property required for completion of the Project as defined by the grant award.

◆ A long term leasehold interest is acceptable only if held by the Recipient of the EDA Award for a period not less than the estimated useful life of the Project and only if lease provisions adequately safeguard EDA's interest in the Project.

◆ Only legal descriptions of the property described herein should be attached to this form.

◆ If this title opinion is based on a title insurance policy, any exceptions listed on the policy should be explained and resolved in #5 above.

◆ EDA relies on this title opinion and does not make independent findings regarding title to the property described herein.

Part Three
Owner's Certification Regarding Eminent Domain

I, Jordan Hanson the undersigned
(Insert Name)
Mayor of the Owner,
(Insert Title)

referenced in Part One above, do hereby certify and confirm that:

1. The Owner will not use any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
2. To the best of my knowledge and belief, prior to the Effective Date of this Certification, the Owner has not exercised any available power of eminent domain (including the commencement of eminent domain proceedings) for the purpose of advancing the economic interests of private parties in connection with any property comprising the Project.
3. The Owner was or will be required to properly use an available power of eminent domain in connection with the following aspects of the Project. (If more space is needed, please attach additional documentation describing the location and purpose of the Owner's proper use of eminent domain as an attachment and label each additional page "Exhibit 3A". If the use of eminent domain is not anticipated, please mark this section "N/A").
4. If an available power of eminent domain may be used in connection with the Project, the Owner will immediately contact the EDA regional office.
5. I am authorized on behalf of the Applicant to make this Certification which is binding on the Applicant.

WITNESS MY HAND, this the _____ day of _____, 20_____.

Owner's Signature

612 N. Main Street

Address

Mitchell

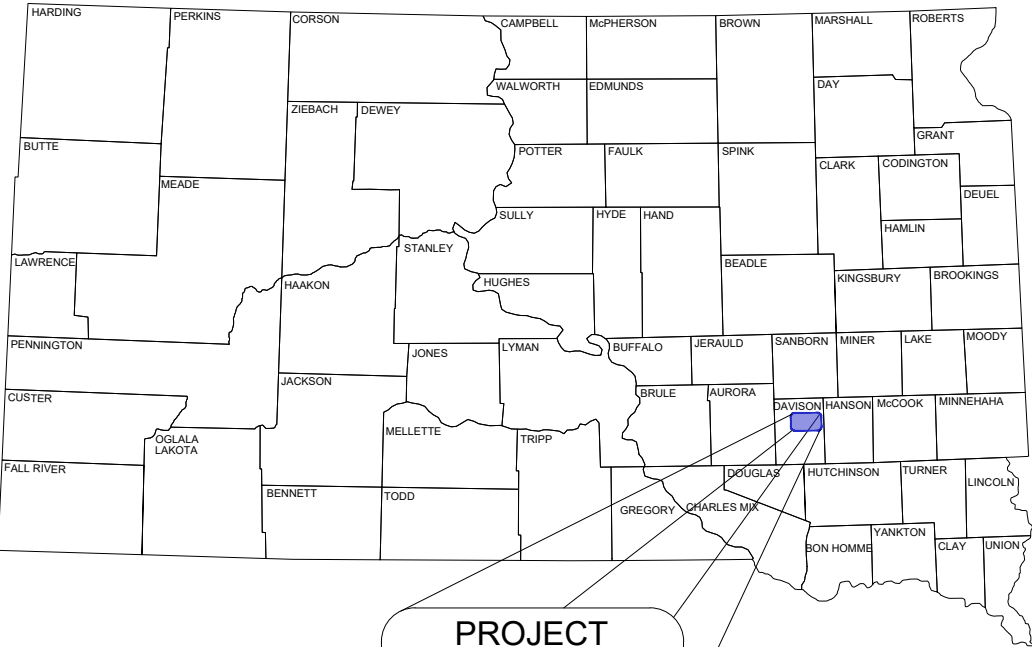
SD 57301

City

State

(605) 995-8420

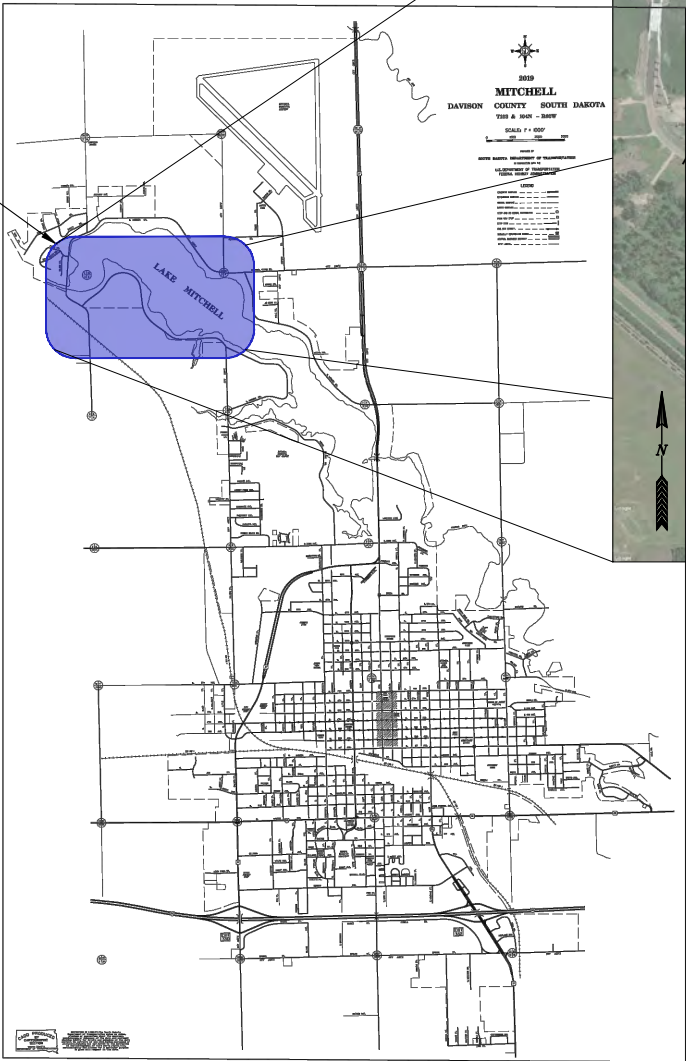
Telephone



PROJECT
Marina - Accessible Trail
Davison County
South Dakota

PREPARED FOR:
CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL, SD 57301
605-995-8420

PROJECT ADDRESS
WEST HARMON DRIVE
MITCHELL, SD 57301

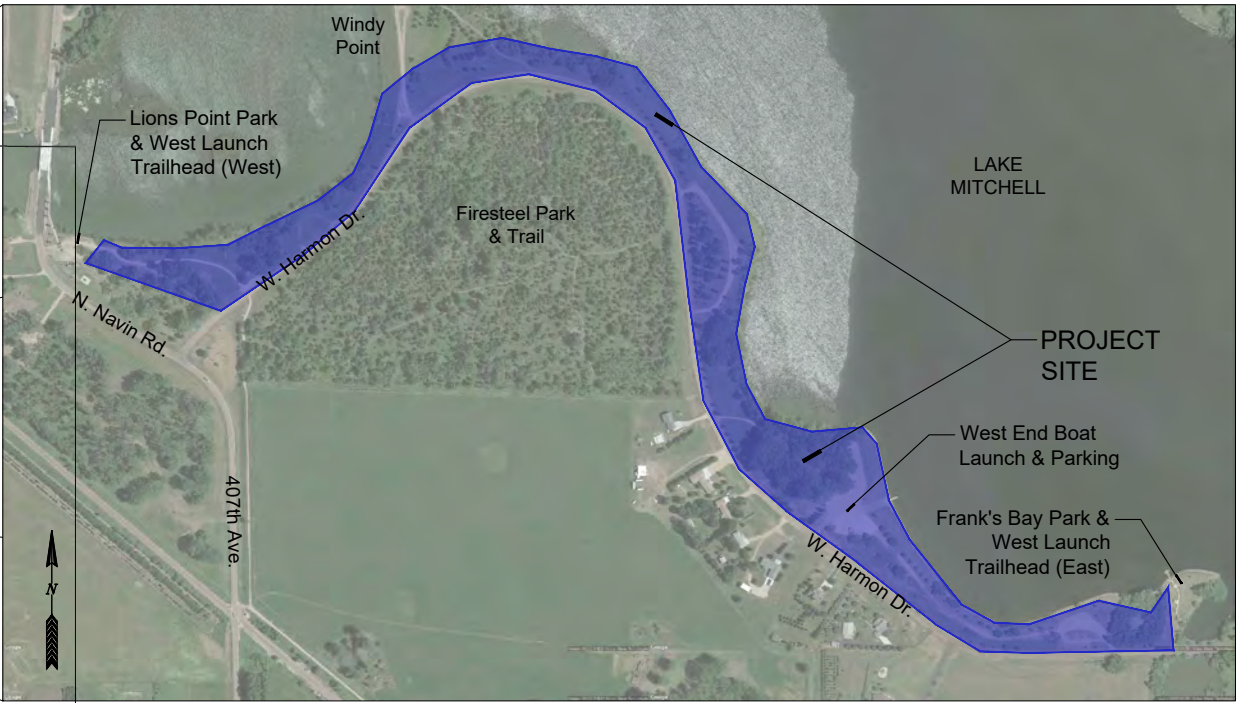


CITY OF MITCHELL

Exhibit 1A
MITCHELL, SOUTH DAKOTA
PLANS FOR PROPOSED

Marina Improvements Phase1 -
Accessible Trail Improvements

BEI PROJECT NO. 2207139
EDA AWARD NO. 05-79-06173



VICINITY MAP

INDEX OF SHEETS

SHEET C1.0	PHASE 1 - TRAIL IMPROVEMENT - TITLE SHEET
SHEET C1.1	SYMBOLS AND LEGEND
SHEET C2.0	GENERAL NOTES
SHEET C3.0 - C3.3	SITE DETAILS
SHEET C4.0 - C4.5	EXISTING CONDITIONS/REMOVALS/ESCP
SHEET C4.6 - C4.8	SWPPP NOTES
SHEET C5.0 - C5.3	LIONS POINT TRAIL
SHEET C6.0 - C6.3	WINDY POINT TRAIL
SHEET C7.0 - C7.2	SHORE FISHING TRAIL
SHEET C8.0 - C8.4	NORTH MARINA TRAIL
SHEET C9.0 - C9.9	FRANK'S BAY TRAIL
SHEET C10.0	BREAKWATER JETTY TRAIL
SHEET C11.0 - C11.3	STANDARD PLATES
SHEET EHX	EASEMENT EXHIBIT

SHEET			
C1.0			
PROJ:		2207139	
DATE:		1/31/24	
DRAWN BY:		AJW	
CHECKED:		KN	
REV	DATE	BY	DESCRIPTION
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
PHASE 1 - TRAIL IMPROVEMENT - TITLE SHEET

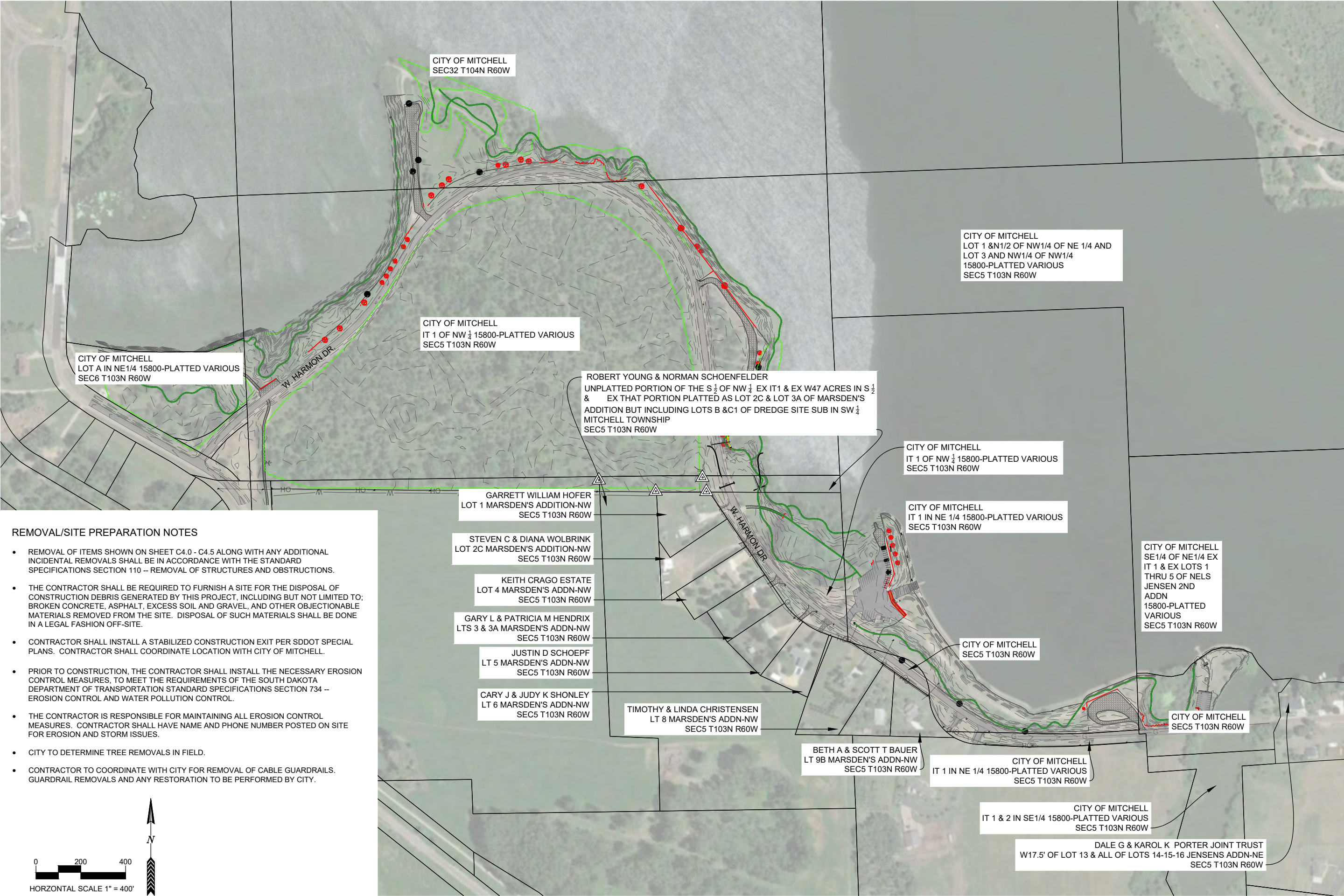
ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY REGISTERED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF SOUTH DAKOTA.

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



EXISTING CONDITIONS/REMOVALS/ESCP



- REMOVAL/SITE PREPARATION NOTES
- REMOVAL OF ITEMS SHOWN ON SHEET C4.0 - C4.5 ALONG WITH ANY ADDITIONAL INCIDENTAL REMOVALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS SECTION 110 -- REMOVAL OF STRUCTURES AND OBSTRUCTIONS.
 - THE CONTRACTOR SHALL BE REQUIRED TO FURNISH A SITE FOR THE DISPOSAL OF CONSTRUCTION DEBRIS GENERATED BY THIS PROJECT, INCLUDING BUT NOT LIMITED TO: BROKEN CONCRETE, ASPHALT, EXCESS SOIL AND GRAVEL, AND OTHER OBJECTIONABLE MATERIALS REMOVED FROM THE SITE. DISPOSAL OF SUCH MATERIALS SHALL BE DONE IN A LEGAL FASHION OFF-SITE.
 - CONTRACTOR SHALL INSTALL A STABILIZED CONSTRUCTION EXIT PER SDDOT SPECIAL PLANS. CONTRACTOR SHALL COORDINATE LOCATION WITH CITY OF MITCHELL.
 - PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSTALL THE NECESSARY EROSION CONTROL MEASURES, TO MEET THE REQUIREMENTS OF THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 734 -- EROSION CONTROL AND WATER POLLUTION CONTROL.
 - THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES. CONTRACTOR SHALL HAVE NAME AND PHONE NUMBER POSTED ON SITE FOR EROSION AND STORM ISSUES.
 - CITY TO DETERMINE TREE REMOVALS IN FIELD.
 - CONTRACTOR TO COORDINATE WITH CITY FOR REMOVAL OF CABLE GUARDRAILS. GUARDRAIL REMOVALS AND ANY RESTORATION TO BE PERFORMED BY CITY.

SHEET
C4.0

PROJ: 2207139
DATE: 1/31/24
DRAWN BY: AJW
CHECKED: KN

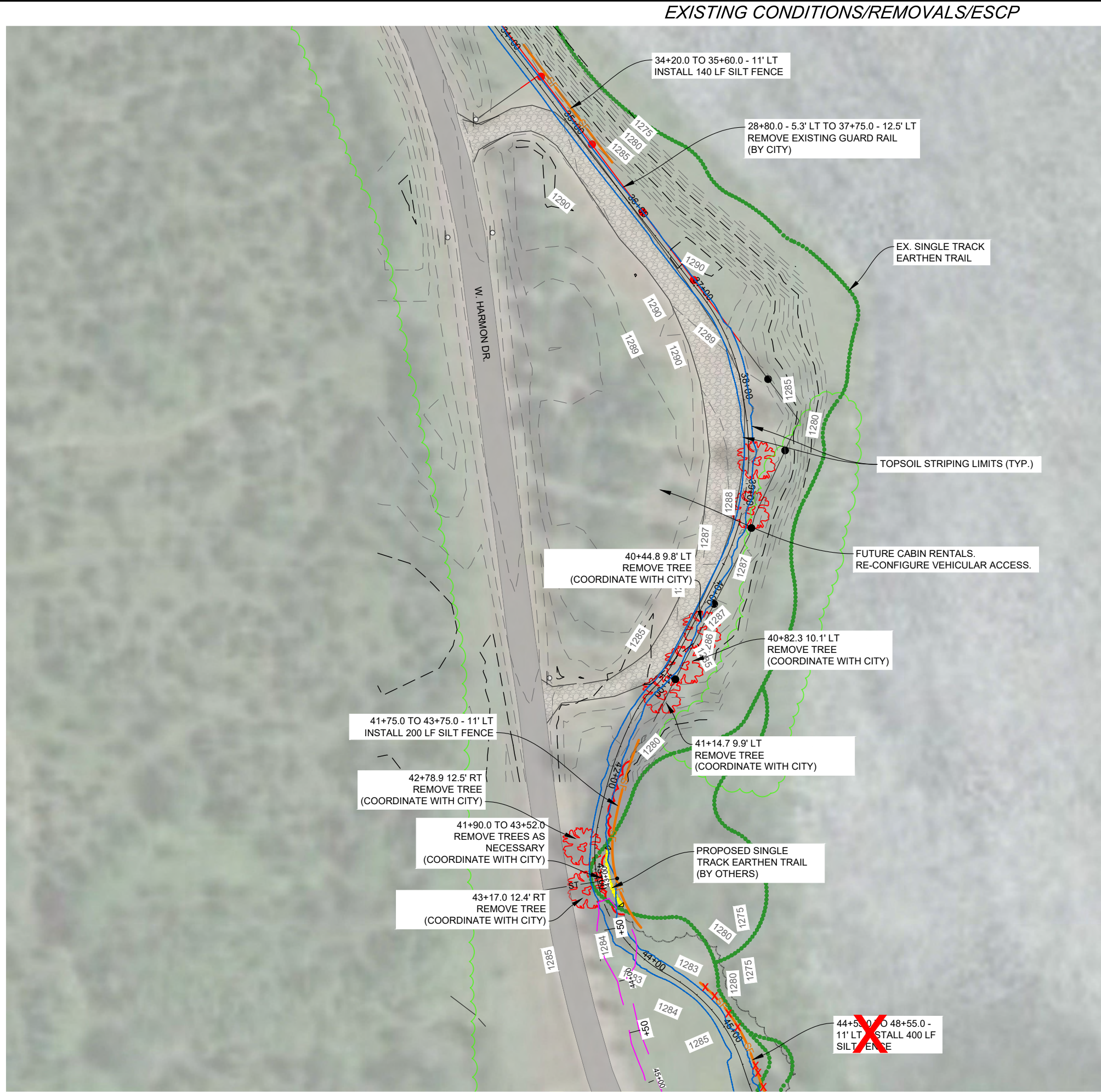
REV	DATE	BY	DESCRIPTION
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
EXISTING CONDITIONS/REMOVALS/ESCP - OVERVIEW

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com

Brosz
ENGINEERING, INC.

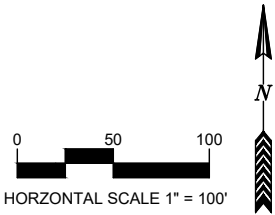
SEE SHEET C4.4 FOR CONTINUATION



EXISTING CONDITIONS/REMOVALS/ESCP

REMOVAL/SITE PREPARATION NOTES

- REMOVAL OF ITEMS SHOWN ON SHEET C4.0 - C4.5 ALONG WITH ANY ADDITIONAL INCIDENTAL REMOVALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS SECTION 110 -- REMOVAL OF STRUCTURES AND OBSTRUCTIONS.
- THE CONTRACTOR SHALL BE REQUIRED TO FURNISH A SITE FOR THE DISPOSAL OF CONSTRUCTION DEBRIS GENERATED BY THIS PROJECT, INCLUDING BUT NOT LIMITED TO; BROKEN CONCRETE, ASPHALT, EXCESS SOIL AND GRAVEL, AND OTHER OBJECTIONABLE MATERIALS REMOVED FROM THE SITE. DISPOSAL OF SUCH MATERIALS SHALL BE DONE IN A LEGAL FASHION OFF-SITE.
- CONTRACTOR SHALL INSTALL A STABILIZED CONSTRUCTION EXIT PER SDDOT SPECIAL PLANS. CONTRACTOR SHALL COORDINATE LOCATION WITH CITY OF MITCHELL.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSTALL THE NECESSARY EROSION CONTROL MEASURES, TO MEET THE REQUIREMENTS OF THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 734 -- EROSION CONTROL AND WATER POLLUTION CONTROL.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES. CONTRACTOR SHALL HAVE NAME AND PHONE NUMBER POSTED ON SITE FOR EROSION AND STORM ISSUES.
- CITY TO DETERMINE TREE REMOVALS IN FIELD.
- CONTRACTOR TO COORDINATE WITH CITY FOR REMOVAL OF CABLE GUARDRAILS. GUARDRAIL REMOVALS AND ANY RESTORATION TO BE PERFORMED BY CITY.



SHEET
C4.3

PROJ: 2207139

DATE: 2/13/24

DRAWN BY: AJW

CHECKED: KN

REV	DATE	BY	DESCRIPTION
1	6/2024	AJW	CHANGE ORDER 1
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

CONSTRUCTION PLAN

MARINA PHASE 1 - ACCESSIBLE TRAIL

EXISTING CONDITIONS/REMOVALS/ESCP

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



REV	DATE	BY	DESCRIPTION
1	6/2024	AJW	CHANGE ORDER 1
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
EXISTING CONDITIONS/REMOVALS/ESCP

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



- REMOVAL/SITE PREPARATION NOTES
- REMOVAL OF ITEMS SHOWN ON SHEET C4.0 - C4.5 ALONG WITH ANY ADDITIONAL INCIDENTAL REMOVALS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS SECTION 110 -- REMOVAL OF STRUCTURES AND OBSTRUCTIONS.
 - THE CONTRACTOR SHALL BE REQUIRED TO FURNISH A SITE FOR THE DISPOSAL OF CONSTRUCTION DEBRIS GENERATED BY THIS PROJECT, INCLUDING BUT NOT LIMITED TO; BROKEN CONCRETE, ASPHALT, EXCESS SOIL AND GRAVEL, AND OTHER OBJECTIONABLE MATERIALS REMOVED FROM THE SITE. DISPOSAL OF SUCH MATERIALS SHALL BE DONE IN A LEGAL FASHION OFF-SITE.
 - CONTRACTOR SHALL INSTALL A STABILIZED CONSTRUCTION EXIT PER SDDOT SPECIAL PLANS. CONTRACTOR SHALL COORDINATE LOCATION WITH CITY OF MITCHELL.
 - PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL INSTALL THE NECESSARY EROSION CONTROL MEASURES, TO MEET THE REQUIREMENTS OF THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SECTION 734 -- EROSION CONTROL AND WATER POLLUTION CONTROL.
 - THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES. CONTRACTOR SHALL HAVE NAME AND PHONE NUMBER POSTED ON SITE FOR EROSION AND STORM ISSUES.
 - CITY TO DETERMINE TREE REMOVALS IN FIELD.
 - CONTRACTOR TO COORDINATE WITH CITY FOR REMOVAL OF CABLE GUARDRAILS. GUARDRAIL REMOVALS AND ANY RESTORATION TO BE PERFORMED BY CITY.

SEE SHEET C4.5 FOR CONTINUATION

SEE SHEET C4.1 FOR CONTINUATION

BID SCHEDULE 1: LIONS POINT TRAIL

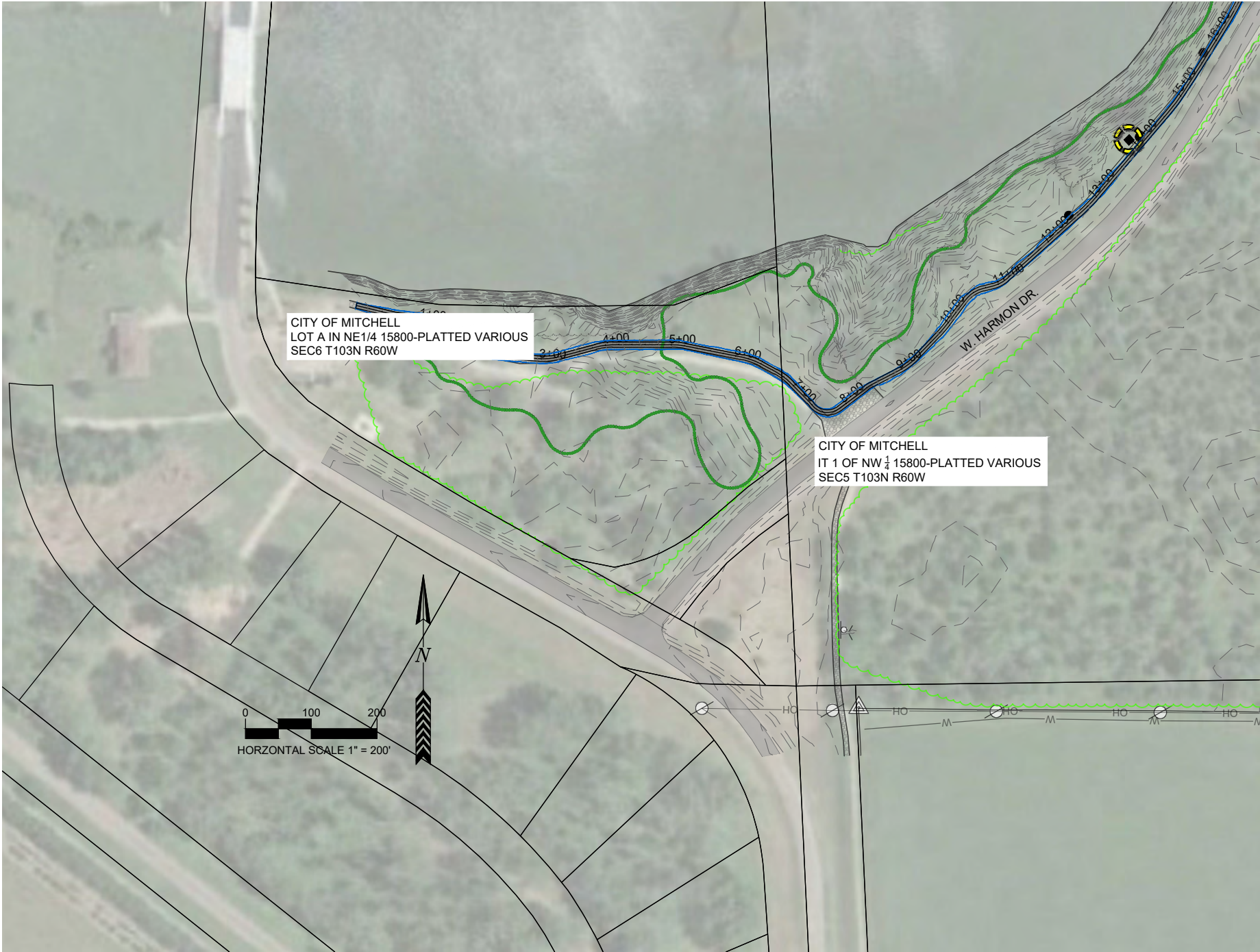


TABLE OF TYPICAL SECTIONS		
BEGIN STATION	END STATION	TYPICAL SECTION
0+00.0	18+80.00	8 FOOT WIDE TRAIL, 1.00% SLOPE LEFT

SHEET	
C5.0	
PROJ:	2207139
DATE:	1/31/24
DRAWN BY:	AJW
CHECKED:	KN

REV	DATE	BY	DESCRIPTION
1	-	-	
2	-	-	
3	-	-	
4	-	-	
5	-	-	

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
LIONS POINT TRAIL - SHEET INDEX

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



BID SCHEDULE 1: WINDY POINT TRAIL

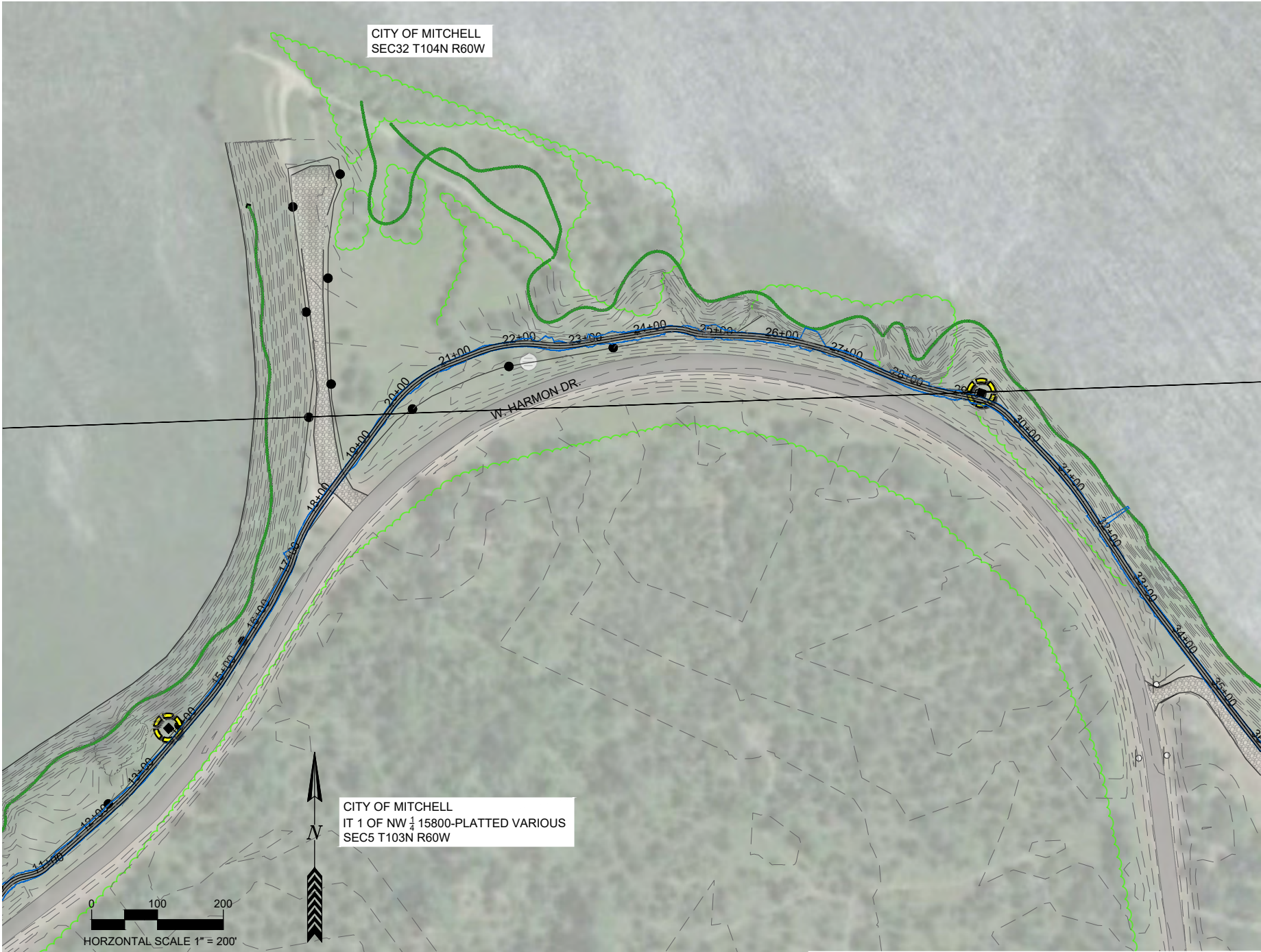


TABLE OF TYPICAL SECTIONS		
BEGIN STATION	END STATION	TYPICAL SECTION
0+00.0	18+80.00	8 FOOT WIDE TRAIL, 1.00% SLOPE LEFT
18+80.00	19+00.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
19+00.00	20+40.00	8 FOOT WIDE TRAIL, 1.00% SLOPE RIGHT
20+40.00	20+60.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
20+60.00	22+80.00	8 FOOT WIDE TRAIL, 1.00% SLOPE LEFT
22+80.00	23+00.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
23+00.00	24+40.00	8 FOOT WIDE TRAIL, 1.00% SLOPE RIGHT
24+40.00	24+60.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
24+60.00	25+20.00	8 FOOT WIDE TRAIL, 1.00% SLOPE LEFT
25+20.00	25+40.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
25+40.00	27+80.00	8 FOOT WIDE TRAIL, 1.00% SLOPE RIGHT
27+80.00	28+00.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
28+00.00	28+40.00	8 FOOT WIDE TRAIL, 1.00% SLOPE LEFT
28+40.00	28+60.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
28+60.00	29+60.00	8 FOOT WIDE TRAIL, 1.00% SLOPE RIGHT

SHEET	
C6.0	
PROJ:	2207139
DATE:	1/31/24
DRAWN BY:	AJW
CHECKED:	KN

REV	DATE	BY	DESCRIPTION
1	-	-	
2	-	-	
3	-	-	
4	-	-	
5	-	-	

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
WINDY POINT TRAIL - SHEET INDEX

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



BID SCHEDULE 1: SHORE FISHING TRAIL

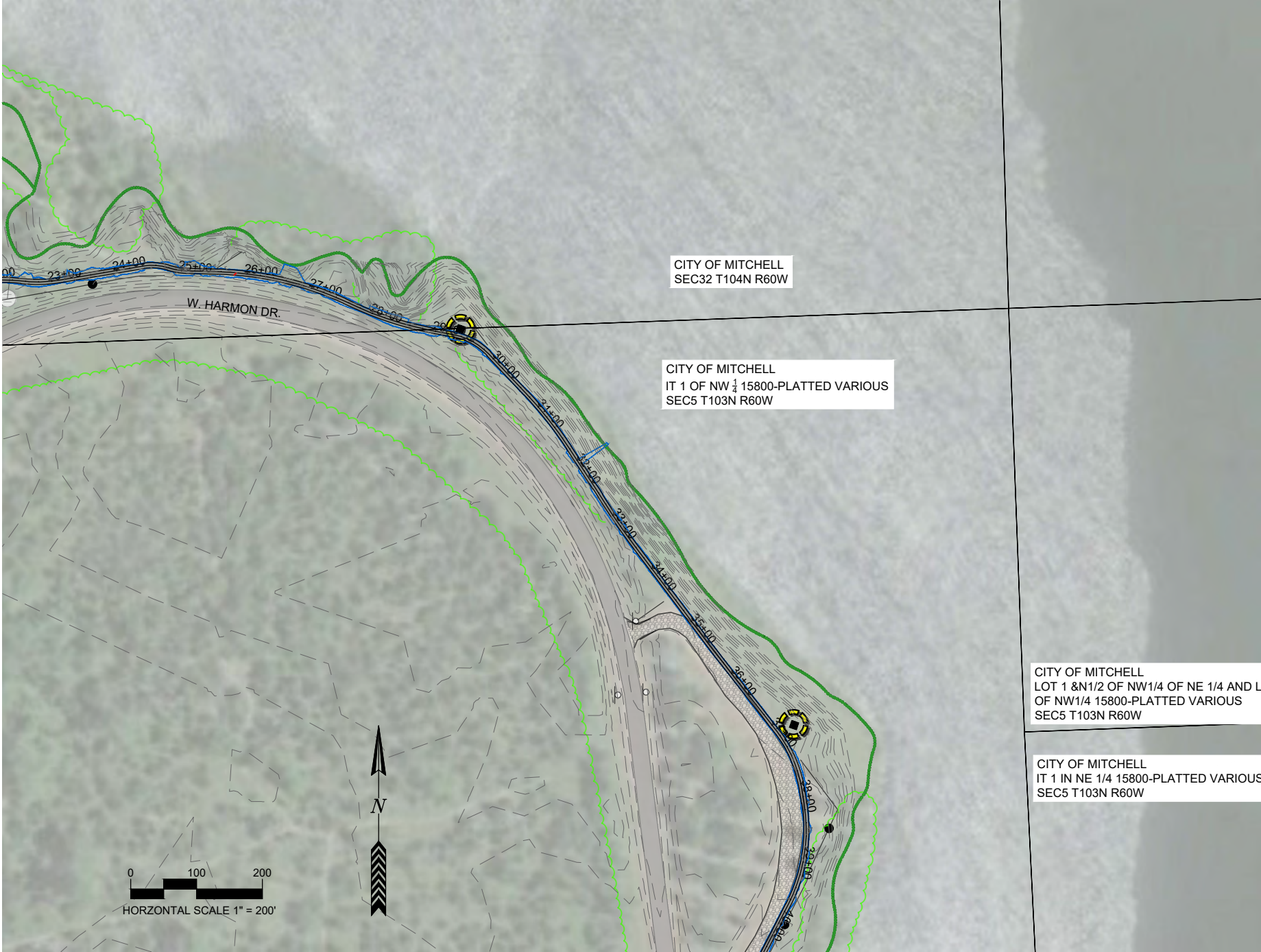


TABLE OF TYPICAL SECTIONS		
BEGIN STATION	END STATION	TYPICAL SECTION
28+60.00	29+60.00	8 FOOT WIDE TRAIL, 1.00% SLOPE RIGHT
29+60.00	29+80.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
29+80.00	51+91.10	8 FOOT WIDE TRAIL, 1.00% SLOPE LEFT

SHEET	C7.0
PROJ:	2207139
DATE:	1/31/24
DRAWN BY:	AJW
CHECKED:	KN

REV	DATE	BY	DESCRIPTION
1	-	-	
2	-	-	
3	-	-	
4	-	-	
5	-	-	

CONSTRUCTION PLAN

MARINA PHASE 1 - ACCESSIBLE TRAIL

SHORE FISHING TRAIL - SHEET INDEX

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



BID SCHEDULE 1: NORTH MARINA TRAIL

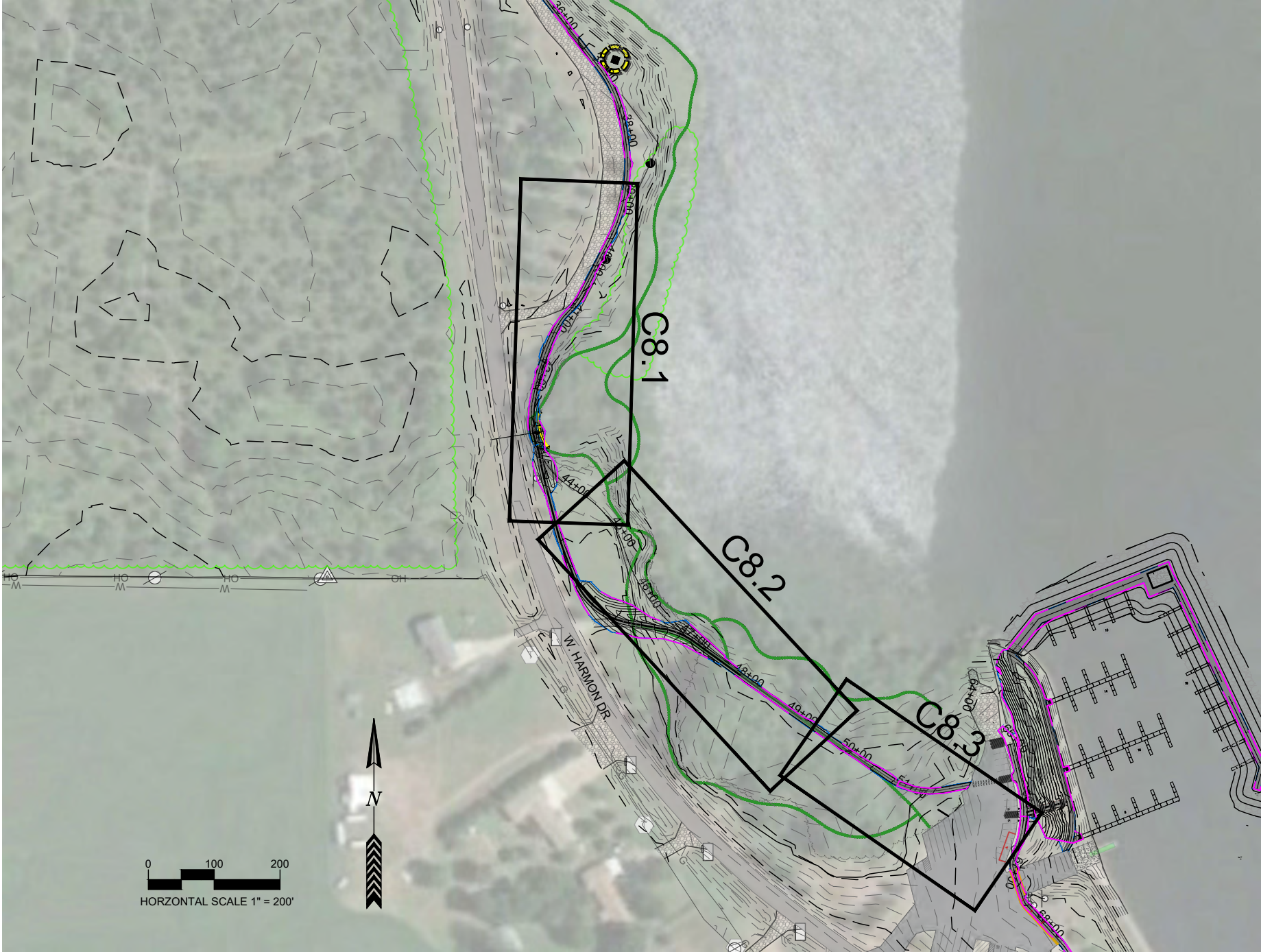


TABLE OF TYPICAL SECTIONS		
BEGIN STATION	END STATION	TYPICAL SECTION
29+80.00	51+91.10	8 FOOT WIDE TRAIL, 1.00% SLOPE LEFT

SHEET	
C8.0	
PROJ:	2207139
DATE:	2/13/24
DRAWN BY:	AJW
CHECKED:	KN

REV	DATE	BY	DESCRIPTION
1	-	-	
2	-	-	
3	-	-	
4	-	-	
5	-	-	

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
NORTH MARINA TRAIL - SHEET INDEX

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



BID SCHEDULE 1: FRANK'S BAY TRAIL

CITY OF MITCHELL
IT 1 OF NW 1/4 15800-PLATTED VARIOUS
SEC5 T103N R60W

TIMOTHY & LINDA CHRISTENSEN
LT 8 MARSDEN'S ADDN-NW
SEC5 T103N R60W

BETH A & SCOTT T BAUER
LT 9B MARSDEN'S ADDN-NW
SEC5 T103N R60W

ROBERT YOUNG & NORMAN SCHOENFELDER
UNPLATTED PORTION OF THE S 1/2 OF NW 1/4 EX IT1 & EX W47 ACRES IN S 1/2
& EX THAT PORTION PLATTED AS LOT 2C & LOT 3A OF MARSDEN'S
ADDITION BUT INCLUDING LOTS B & C1 OF DREDGE SITE SUB IN SW 1/4
MITCHELL TOWNSHIP
SEC5 T103N R60W

CITY OF MITCHELL
IT 1 IN NE 1/4 15800-PLATTED VARIOUS
SEC5 T103N R60W

CITY OF MITCHELL
SEC5 T103N R60W

CITY OF MITCHELL
SE1/4 OF NE1/4 EX IT 1 & EX LOTS 1 THRU 5 OF
NELS JENSEN 2ND ADDN 15800-PLATTED VARIOUS
SEC5 T103N R60W

CITY OF MITCHELL
SEC5 T103N R60W

CITY OF MITCHELL
IT 1 IN NE 1/4 15800-PLATTED VARIOUS
SEC5 T103N R60W

CITY OF MITCHELL
IT 1 & 2 IN SE1/4 15800-PLATTED VARIOUS
SEC5 T103N R60W

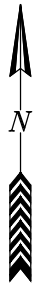
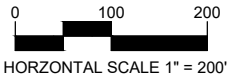


TABLE OF TYPICAL SECTIONS		
BEGIN STATION	END STATION	TYPICAL SECTION
60+00.00	64+60.00	8 FOOT WIDE TRAIL, 1.50% SLOPE RIGHT
64+60.00	65+00.00	8 FOOT WIDE TRAIL, SLOPE TRANSITION SECTION
65+00.00	85+14.20	8 FOOT WIDE TRAIL, 1.50% SLOPE LEFT
100+00	102+35	8 FOOT WIDE TRAIL, 1.50% SLOPE RIGHT
120+00	123+29	8 FOOT WIDE TRAIL. 1.50% SLOPE RIGHT

SHEET	
C9.0	
PROJ:	2207139
DATE:	1/31/24
DRAWN BY:	AJW
CHECKED:	KN

REV	DATE	BY	DESCRIPTION
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
FRANK'S BAY TRAIL - SHEET INDEX

704 East Havens Avenue
Mitchell, SD 57301
(605) 597-4700
www.broszeng.com



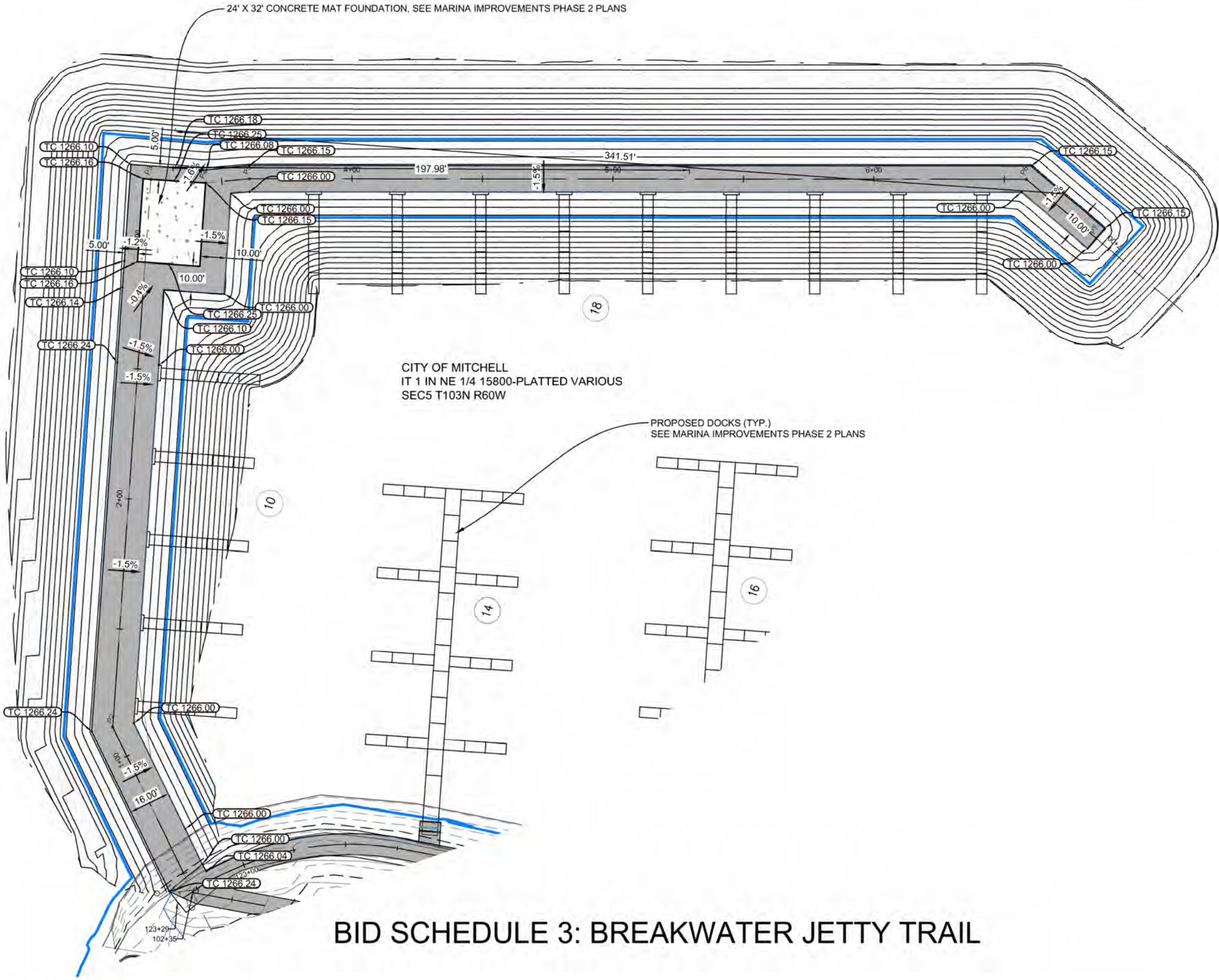
6" FIBER REINFORCED CONCRETE
0+50 TO 6+93.5= 910 SY

SHEET		C10.0
PROJ:	2207139	
DATE:	1/31/24	
DRAWN BY:	AJW	
CHECKED:	KN	

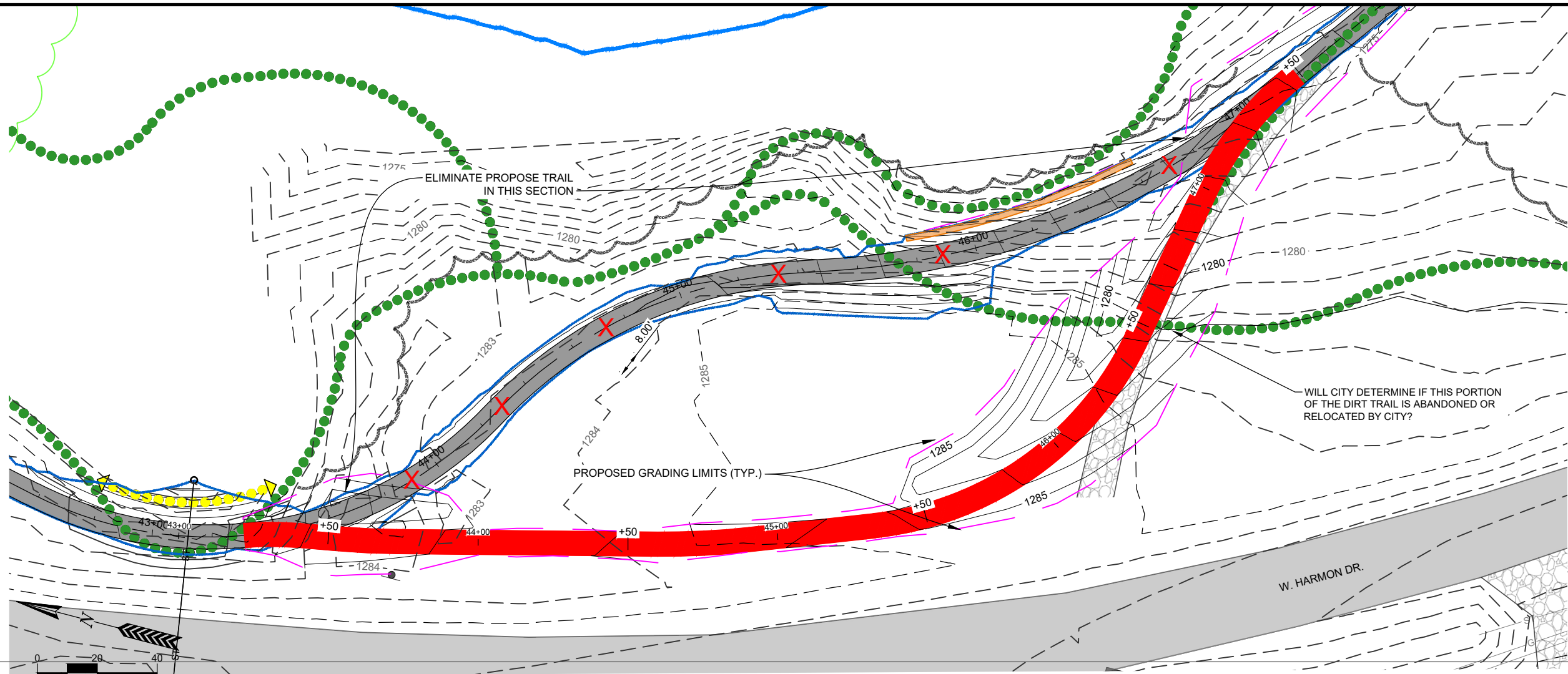
REV	DATE	BY	DESCRIPTION
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
BREAKWATER JETTY TRAIL - PLAN & PROFILE

2309 W. 50th St.
Sioux Falls, SD 57105
(605) 336-1676
www.broszeng.com



BID SCHEDULE 3: BREAKWATER JETTY TRAIL



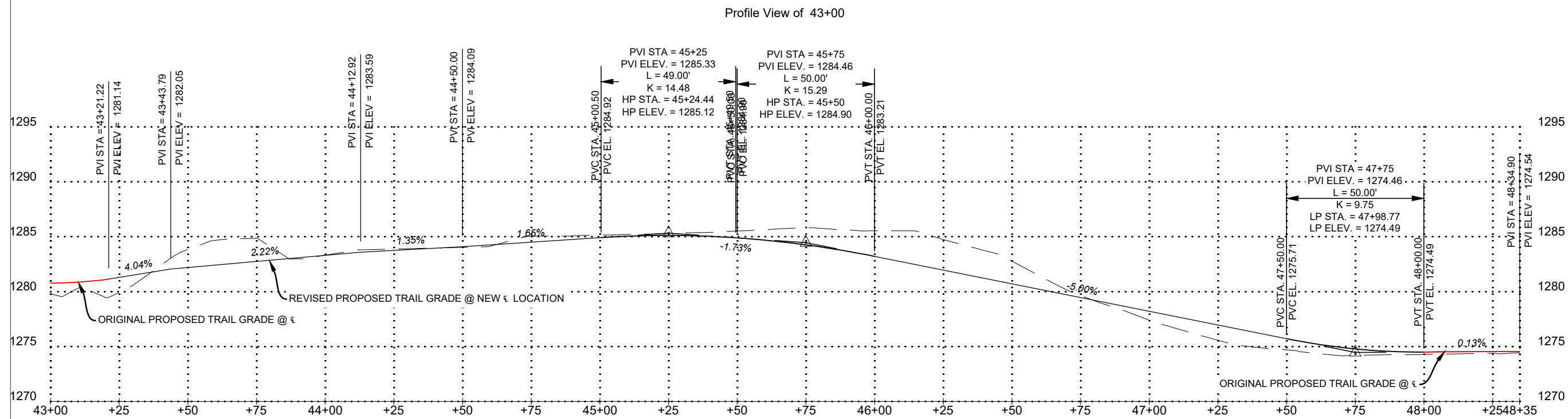
6" NONREINFORCED PCC PAVEMENT
39+60 TO 45+00 = 480 SY

GRAVEL CUSHION
39+60 TO 45+00 = 120 TON

SHEET		EX.
PROJ:	2207139	
DATE:	2/13/24	
DRAWN BY:	AJW	
CHECKED:	KN	

REV	DATE	BY	DESCRIPTION
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-

BID SCHEDULE 1: NORTH MARINA TRAIL



CONSTRUCTION PLAN
MARINA PHASE 1 - ACCESSIBLE TRAIL
NORTH MARINA TRAIL - PLAN & PROFILE (1 OF 3)

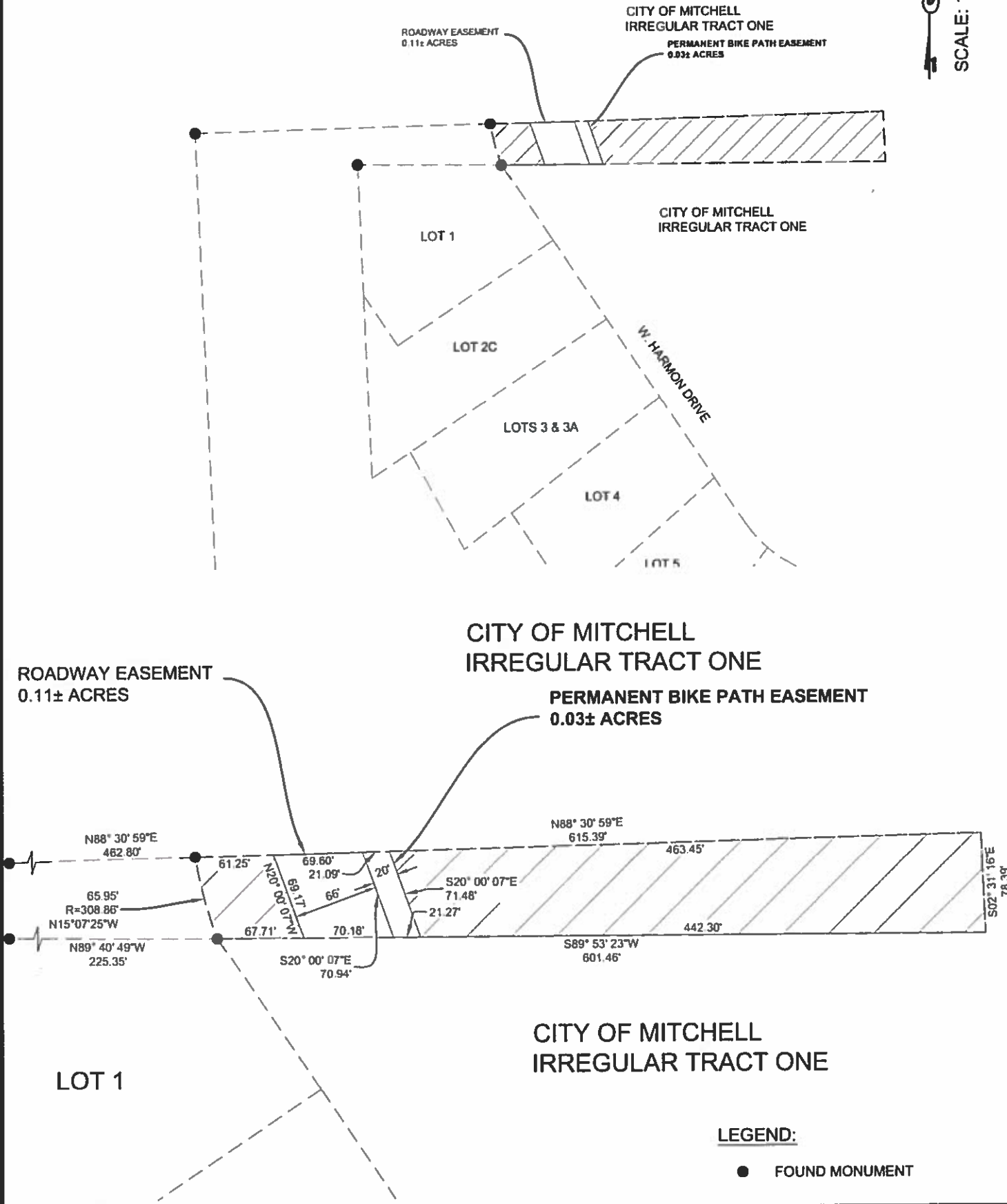
2309 W. 50th St.
Sioux Falls, SD 57105
(605) 336-1676
www.broszeng.com

Brosz
ENGINEERING, INC.

EASEMENT EXHIBIT A

SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW ¼) OF
SECTION FIVE (5), TOWNSHIP ONE HUNDRED THREE (103) NORTH,
RANGE SIXTY (60) WEST OF THE 5TH P.M., CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA

SCALE: 1" = 200'



SURVEYOR'S STATEMENT:

I, STEVEN G. ZIMMER, DO HEREBY STATE THAT THE ABOVE DESCRIBED
PROPERTY WAS INSPECTED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF SOUTH DAKOTA.

Steven G. Zimmer 05/31/2024
STEVEN G. ZIMMER NO. 9593



PREPARED BY:
BROSZ ENGINEERING, INC.
2309 W. 50th St.
Sioux Falls, SD 57105
t (605) 336-1676
f (605) 336-1853
www.broszeng.com



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:	July 1, 2024	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2024-30, TIF 35 Developer Agreement		
Explanation/Background of Agenda Item Requested:	This item relates to the previously approved Tax Increment District 35 for the Copper Flats LLC housing development. This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

**CONTRACT FOR
PRIVATE DEVELOPMENT

TAX INCREMENT DISTRICT
NUMBER THIRTY-FIVE

CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA**

Between

Copper Flats, LLC,
a South Dakota limited liability company,

and the

City of Mitchell, South Dakota

Dated as of July ____, 2024

THIS AGREEMENT is made effective as of the ____ day of July, 2024, between COPPER FLATS, LLC, a South Dakota limited liability company (“Developer”), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the “City”).

SECTION 1. The City created Tax Increment District Number Thirty-five (TID #35) by resolution dated June 3, 2024. The purpose of TID #35 is to provide funds to assist in the development of an affordable housing project through a three-story, low-income, multi-housing project that will consist of 35 one-, two- and three-bedroom apartment units, with a legal description of Lot One A (1A) in Block Three (3) of Stardust Subdivision to the City of Mitchell, Davison County, South Dakota, pursuant to Tax Increment District Number 35, City of Mitchell Tax Increment Project Plan (the “Project Plan”).

SECTION 2. The City approved the Project Plan for TID #35 on June 3, 2024.

SECTION 3. The estimated Project costs to be paid by TID #35, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project	Number of Projects	Location	Amount	Reference
Capital Costs		District	0	11-9-14(1)
Financing Costs		District	0	11-9-14(2)
Real Property Assembly		District	0	11-9-14(3)
Professional Fees		District	0	11-9-14(4)
Administrative Costs		District	0	11-9-14(5)
Relocation Costs		District	0	11-9-14(6)
Organizational Costs		District	0	11-9-14(7)
Discretionary Costs and Grants	1	District	\$675,486	11-9-14(8)
Eligible Project Costs			\$675,486	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed \$675,486 during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the “Act”). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #35 has or will be certified by the South Dakota Department of Revenue at \$132,851.

SECTION 6. Financing for TID #35 shall be secured by the Developer procuring financing to fund the TID improvements through financing, to include grants and loans, at Developer's sole risk and expense. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer's improvement of the TID under this Agreement. The Grant shall constitute "proceeds" under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a "zero interest" TID, meaning that City's only obligation is to pay on the tax increment received from TID #35 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for public improvements in the tax increment district. TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, notwithstanding any other provision in this Agreement.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur is or will be owned by Developer prior to commencement of construction, and the property shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the Grant funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer within five (5) years of the date of the creation of this TID #35 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #35.

SECTION 8. All positive tax increments received in Tax Increment District Number Thirty-five shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Thirty-five Fund," hereinafter referred to as the "Fund," pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 35 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that

SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #35. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 35, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this _____ day of July, 2024.

COPPER FLATS, LLC

STATE OF SOUTH DAKOTA

SS

COUNTY OF DAVISON

By _____
Terry Sabers, Its President

On this the _____ day of July, 2024, before me, the undersigned officer, personally appeared Terry Sabers, who acknowledged himself to be the President of Copper Flats, LLC, a South Dakota limited liability company, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its President.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Dated this _____ day of July, 2024.

CITY OF MITCHELL

(SEAL)

By _____
Its Mayor

ATTEST:

City Finance Officer

STATE OF SOUTH DAKOTA

SS

COUNTY OF DAVISON

On this the _____ day of July, 2024, before me, the undersigned officer, personally appeared Jordan Hanson, and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 1, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	203-45220-43300 - \$2,500,000		
Agenda Item:	Approve Agreement #A2024-31, Permanent Easement with Robert Young and Norman Schoenfelder for EDA Sidewalk for Jetty and Trail Project #2023-03		
Explanation/Background of Agenda Item Requested:	A permanent easement agreement with Robert E Young and Norman Schoenfelder is necessary for sidewalk improvements for the EDA Sidewalk Improvement project which is part of the overall EDA Jetty and Trail project. Please see attached easement agreement, surveyor's affidavit and plan sheet showing the proposed improvements. Staff recommends authorizing the permanent easement agreement and for the Mayor to sign		

PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

PERPETUAL EASEMENT AGREEMENT (City)

MARINA PHASE 1 – ACCESSIBLE TRAIL IMPROVEMENTS

Owner: Robert E Young and Norman Schoenfelder

2841 MAUI DR MITCHELL, SD

This Agreement is made and entered into by and between the City of Mitchell acting by and through its City Council hereinafter referred to as “City” and Robert E Young and Norman Schoenfelder, whose postal address is 2841 Maui Dr, Mitchell SD 57301, hereinafter referred to as “Donor”;

WHEREAS, Donor is the record Owner of real property located near W Harmon Dr, Mitchell, SD 57301 and legally described as:

The unplatted portion of the South Half of the Northwest Quarter (S 1/2NW ¼) except the West forty-seven (47) acres thereof sometimes described as the South Half of the Northwest Quarter (S1/2NW1/4) except the West forty-seven (47) acres; except Irregular Tract No. 1; except Lots One (1), Two B (2B) less Lot Two C (2C), Three (3), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Replat of Lot Four (4) of Marsden’s Addition; and except Lots A and B of Dredge Site Subdivision therein, all in Section Five (5), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota;

WHEREAS, City needs the following easements for construction, operation, and maintenance of roadway and bike path as described and illustrated in the surveyor’s affidavit made part of this easement agreement as Exhibit A.

NOW, THEREFORE, Donor and City hereby agree as follows:

1. Donor does hereby voluntarily grant and donate to City, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Donor, the above described easements.

2. Donor understand Donor's right to have an appraisal prepared and Donor's right to receive just compensation for the above described perpetual easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. Donor shall not erect fences, structures, or obstacles within the perpetual easement.

4. Donor grants permission to City or City's agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the roadway and bike path are abandoned by the proper action of the City Council.

The Donor grants permission to the City to enter upon the above described property to commence construction upon the approval of this AGREEMENT, the above and foregoing AGREEMENT is entered into on this _____ day of _____, _____, and in the witness whereof the Grantor hereunto subscribes by signature.

(Rest of page left intentionally blank. Signature page to follow.)

Receipt of an identical copy of this agreement is hereby acknowledged.

Jordan Hanson, Mayor

Date: _____

Attest:

Michelle Bathke, Finance Officer (Seal)

COMPANY ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

Jordan Hanson., and Michelle Bathke being first duly sworn on oath, deposes and says that he/she is the Mayor and Finance Officer, respectively, of the City of Mitchell, SD, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such entity in his/her official capacity.

Subscribed and sworn to before me this ____ day of _____, 20____.

(SEAL)

Notary Public
My commission expires: _____

Receipt of an identical copy of this agreement is hereby acknowledged.

Date: _____

PERSONAL ACKNOWLEDGMENT

STATE OF _____)
_____)SS
COUNTY OF _____)

The following individual(s):

having been known or satisfactorily proven to me to be the individual(s) herein identified, and such individual(s) representing that she/he/they possess the appropriate capacity and authority to execute the foregoing instrument, did execute the foregoing instrument for the purposes therein contained.

(SEAL)

Notary Public
My commission expires: _____

The above and foregoing AGREEMENT approved by Grantee this ____ day of _____, 20____.

Authorized Representative of City



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:	July 1, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	\$400,000		
Agenda Item:	Action to Approve Agreement #A2024-32, Proposed Engineering Services with SPN & Associates for Pickleball Courts Project #2023-14		
Explanation/Background of Agenda Item Requested:	The City Council approved a grant award for six pickleball courts at the April 15, 2024 Council Meeting. The grant will reimburse 50% of costs not to exceed \$195,000. The local pickleball association has committed \$107,000 toward the project. City Council approved \$98,000 as a part of the 2024 budget toward the project. The attached agreement with SPN will provide design, bidding and full construction phase services. Staff recommends City Council approval of the attached agreement from SPN in the amount not to exceed \$53,000 for the services identified in the agreement		

HITCHCOCK PARK PICKLEBALL COURTS

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER.....	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	1
2.01 General.....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES	2
3.01 Commencement.....	2
3.02 Time for Completion.....	2
ARTICLE 4 – INVOICES AND PAYMENTS.....	2
4.01 Invoices.....	2
4.02 Payments.....	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals	6
6.05 Insurance.....	6
6.06 Suspension and Termination.....	7
6.07 Controlling Law	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site	9
6.11 Indemnification and Mutual Waiver.....	10
6.12 Records Retention	11
6.13 Miscellaneous Provisions.....	11
ARTICLE 7 – DEFINITIONS	11
7.01 Defined Terms.....	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included:	15
8.02 Total Agreement.....	15
8.03 Designated Representatives	15
8.04 Engineer's Certifications	16

THIS PAGE LEFT BLANK INTENTIONALLY

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 1, 2024 (“Effective Date”) between
City of Mitchell, South Dakota (“Owner”) and
Schmucker, Paul, Nohr and Associates (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

To construct six (6) pickleball courts with fencing in Hitchcock Park, hereinafter referred to as the “project”.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Obtain field data (topographic survey), complete the design (plans & specifications) and estimate costs for the “PROJECT”, provide bidding engineering services, construction administration and resident project representative services.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. **Specifically excluded from the scope of this Agreement is the design, bidding and construction phase services for the construction of site lighting.**

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices*: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes*: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care*: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy*: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in

Owner-furnished information. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service **for the project only and shall be deemed the joint property of the Engineer and Owner**, and ~~Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer)~~ whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- ~~C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to~~

~~receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~ **All raw data, studies, reports, and other work products of Engineer for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Engineer and Owner whether the project is completed or not. The Owner may make and retain copies of the Project Documents which may be used by the Owner. Both Engineer and Owner may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or on any other project. Any such use without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer and the Owner shall indemnify and hold harmless Engineer and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by Owner.**

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~

- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- ~~E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."** **Nevertheless, for this and all other instances of indemnification/hold harmless provisions in this Agreement, the extent of Owner's obligation is limited in that Owner does not waive its sovereign immunity and the Owner reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor,

- services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
 15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
 16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
 17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 20. *Engineer*—The individual or entity named as such in this Agreement.
 21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
 22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
 24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
 25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such

construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
“not used”
- E. Exhibit E, Notice of Acceptability of Work. **“not used”**
- F. Exhibit F, Construction Cost Limit. **“not used”**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **“not used”**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **“not used”**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Mitchell, South Dakota ..

By: _____

Print name: _____

Title: Mayor

Date _____

Signed: _____

Engineer: Schmucker, Paul, Nohr and Associates

By: 

Print name: Jeffrey P. McCormick, P.E.

Title: Associate

Date Signed: _____

June 21, 2024

Engineer License Certificate No.: 8471

State of: South Dakota

Address for Owner's receipt of notices:

City of Mitchell

612 North Main Street

Mitchell, South Dakota 57301-2620

Address for Engineer's receipt of notices:

PO Box 398

2100 North Sanborn Boulevard

Mitchell, South Dakota 57301

Designated Representative (Paragraph 8.03.A):

Joe Schroeder

Title: Public Works Director

Phone Number: 605-995-8433

E-Mail Address: jschroeder@cityofmitchell.org

Designated Representative (Paragraph 8.03.A):

Jeffrey P. McCormick, P.E.

Title: Associate

Phone Number: 605-996-7761

E-Mail Address: jmcormick@spn-assoc.com

ATTEST

By: _____

Print name: Michelle Bathke

Title: Finance Officer

ATTEST

By: 

Print name: Bob Babcock, P.E.

Title: Principal

THIS PAGE LEFT BLANK INTENTIONALLY

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase– NOT APPLICABLE –

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - ~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**~~
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- ~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~
- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
 - ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
 - ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
 - ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
 - ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
 - ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
 - ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 - ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: []~~
~~[List any such tasks or deliverables here.]~~
 - ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~
- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 Preliminary Design Phase

- A. ~~After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner ~~during or following the Study and Report Phase~~, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. ~~Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. ~~Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. N/A

10. Furnish [3] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [60] days of authorization to proceed with this phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [3] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: **[N/A.]**
 10. Furnish for review by Owner, its legal counsel, and other advisors, **[5]** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **[45]** calendar days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **14** calendar days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner (**Civil 3D Drawings**), as appropriate, and submit **[5]** final copies of such documents to Owner within **[14]** calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[1]**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
[N/A.]
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* If requested by Owner to do so, Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings,

Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the

Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [N/A.]

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

~~A1.06 Post Construction Phase~~ **NOT APPLICABLE – The Post Construction Phase of this Project will be completed under separate agreement and is not a part of this Agreement.**

~~A. Upon written authorization from Owner during the Post Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Perform or provide the following other Post Construction Phase tasks or deliverables: [N/A.]~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- ~~15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
- ~~18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.~~
- ~~19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.~~
20. Preparation of operation, maintenance, and staffing manuals.

- ~~21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing);~~
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- ~~25. Overtime work requiring higher than regular rates;~~
- ~~26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys;~~
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 ~~Additional Services Not Requiring Owner's Written Authorization~~

- ~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~
- ~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~
- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a~~

- ~~significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
 - ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

THIS PAGE LEFT BLANK INTENTIONALLY

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2024.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- B. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- C. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- D. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- E. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- H. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- N. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- ~~Q. Place and pay for advertisement for Bids in appropriate publications.~~
- R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- ~~S. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~
- T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- U. Perform or provide the following: [N/A.]

THIS PAGE LEFT BLANK INTENTIONALLY

This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 1, 2024**

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$53,000** based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$ N/A
 - b. Preliminary Design Phase **\$ 12,000.00**
 - c. Final Design Phase **\$ 6,000.00**
 - d. Bidding or Negotiating Phase **\$ 3,000.00**
 - e. Construction Phase **\$ 32,000.00**
 - f. ~~Post Construction Phase~~ ~~\$ []~~
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- ~~B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.1**.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either

exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

THIS PAGE LEFT BLANK INTENTIONALLY

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1].

C. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

D. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 1, 2024**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

A.1. REIMBURSABLE EXPENSES

A.1.1. Vehicle miles shall be charged at the rate of \$0.45 per regular vehicle.

A.1.2 Meals and lodging shall be charged at costs incurred by the ENGINEER.

A.1.3. The cost of independent consulting and testing services (including, but not limited to, soils engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.

A.2. MODIFICATIONS

A.2.1. Hourly rates and charges as set forth herein shall be adjusted on January 2 of each calendar year, as applicable.

This Page Is Intentionally Blank

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2024.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|--------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | <u>\$5,000,000</u> |
| 2) General Aggregate: | <u>\$5,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | <u>\$1,000,000</u> |
| f. Professional Liability | |
| 1) Each Claim Made | <u>\$2,000,000</u> |
| 2) Annual Aggregate | <u>\$2,000,000</u> |
| g. Other (specify): | <u>\$N/A</u> |

2. By Owner:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ |
| 2) Disease, Policy Limit: | \$ |
| 3) Disease, Each Employee: | \$ |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ |
| 2) General Aggregate: | \$ |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ |
| 2) General Aggregate: | \$ |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ |
| f. Other (specify): | <u>\$N/A</u> |

~~B. Additional Insureds:~~

- ~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a. _____
Engineer~~

~~b. _____
Engineer's Consultant~~

~~c. _____
Engineer's Consultant~~

~~d. _____
[other]~~

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

THIS PAGE LEFT BLANK INTENTIONALLY

This is **EXHIBIT K**, consisting of 2 pages,
referred to in and part of the **Agreement between
Owner and Engineer for Professional Services**
dated July 1, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment.
All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

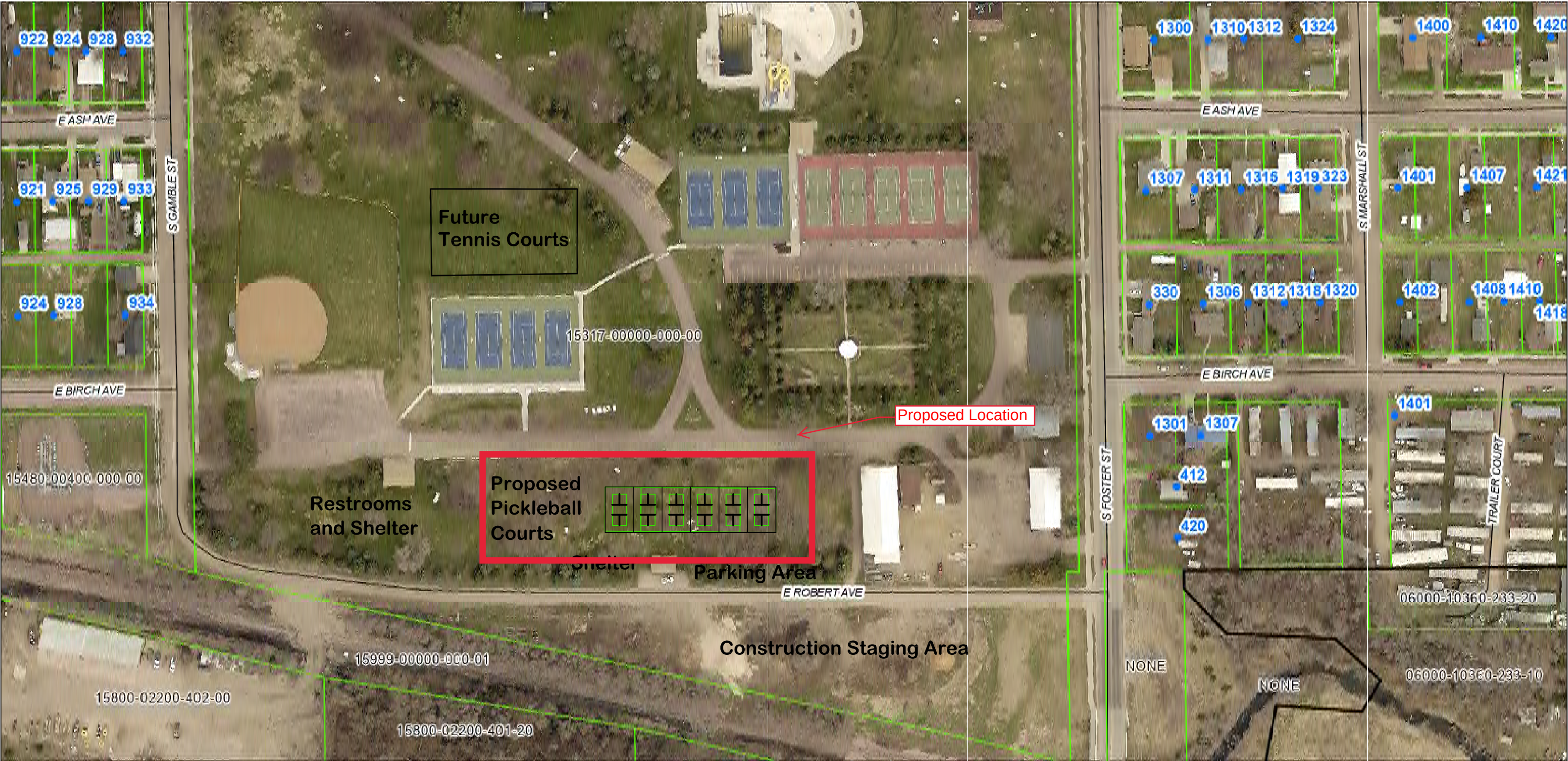
Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____



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:	July 1, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43150-43317 - \$723,000; 602-43340-43326 - \$70,000; 604-43250-43336 - \$473,000		
Agenda Item:	Approve Amendment #2 to Agreement #A2021-07, Construction Services with Infrastructure Design Groups Inc., (IDG) for Livesay Lane Utility Improvements		
Explanation/Background of Agenda Item Requested:	Council approved Agreement A2021-07 on February 1, 2021 which provided design and bidding services for the Livesay Lane Utility Improvement project. Amendment No. 1 added construction phase services which included construction administration, observation, staking and testing. Amendment No. 2 adds additional time for the project. The Contractor went beyond the completion date of the project. The project completion date was to be October 31, 2023. The project has since been complete with the exception of a steel plate to assist in water level control within the dry detention pond. Original Contract Amount - \$59,242.00 Amendment No. 1 - \$145,852.00 Amendment No. 2 - \$14,292.00 New Contract Amount - \$219,386 Project Budget Project Cost - \$1,123,820.00 Engineering Costs - \$219,386 Total Project Cost - \$1,343,206 \$285,000 will be used from enterprise funds. Roughly \$15,000 will be collected by liquidated damages to cover overages by consultant. Staff recommends City Council approval of the attached amendment with Infrastructure Design Group, Inc. in an amount not to exceed \$14,292 for the Livesay Lane Utility Improvement project. Project Background: The Livesay Lane Utility Improvements proposes to install storm water and sanitary sewer connections to a future development. A water main will also be installed from Anthony Avenue to the south to provide a loop line to improve water quality. The storm water line will provide the potential of collecting storm water along Anthony Avenue which experiences periods of standing water in ditches. The storm water line will also provide a connection point to future Michael Avenue and further north. A storm water settling basin will be utilized south of North Harmon Drive just before discharging to the lake to promote better water quality. Anthony Avenue is currently served by septic tanks and is in City limits. This project will provide gravity sanitary sewer service to future developments located north of Anthony Avenue. The proposal from IDG also includes assisting in securing SRF funding for the project. A portion of the costs associated with the		

project may be recouped through connection fees.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

Owner: **City of Mitchell**
Engineer: **Infrastructure Design Group**
Project: **Livesay Lane Utility Design**
Effective Date of Owner-Engineer Agreement: **July 23, 2020**
Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Engineer will provide additional Construction Administration, Observation, Staking and Testing services. See Attachment A for scope of services and breakdown of costs.

Agreement Summary:

Original agreement amount: \$ 59,242.00
Net change for prior amendments: \$ 144,708.00
This amendment amount: \$ 14,292.00
Adjusted Agreement amount: \$ 218,242.00
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner
City of Mitchell
(typed or printed name of organization)

By: _____
(individual's signature)

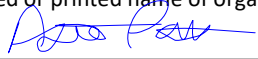
(Attach evidence of authority to sign.)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Engineer
Infrastructure Design Group, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

(Attach evidence of authority to sign.)

Date: April 9, 2024
(date signed)

Name: Astrid Potter
(typed or printed)

Title: Project Manager
(typed or printed)

SCOPE OF SERVICES – “ATTACHEMENT A”

AMENDMENT 2

Project Understanding

This scope of service is offered as an amendment to the contract for services for the Livesay Lane Utility Design effective July 23, 2020. Work under this amendment involves providing additional Construction Administration and Observation services for the installation of new water main, sanitary sewer and storm sewer along Livesay Lane between Harmon Drive and the future Michael Avenue and grading and seeding of a detention pond southeast of Livesay Lane per City of Mitchell construction contract 2021-25 (hereafter referred to as “Project”).

Infrastructure Design Group, Inc. (InfrastructureDG) is providing Construction Administration Services with Phil Gundvaldson, PE, serving as the Project Manager and Astrid Potter, PE, serving as Assistant Project Manager. Construction observation was performed by Kolton Jungemann with other staff assisting as required. Construction staking has been performed by Robert Kummer, PLS, with other staff assisting as required. Construction materials testing have been performed by Geotek Engineering & Testing Services, Inc.

The attached man hours reflect effort to complete items as defined within this Scope of Services (SOS).

CONSTRUCTION ADMINISTRATION SERVICES

H&W Contracting, Inc construction has taken 25 weeks of active construction and 10 weeks inactive time. This is 13 active construction weeks outside of our previous Scope of Services. Our original Scope of Services did not include any inactive periods. Work beyond these assumptions is considered outside our Scope of Services.

Item 1 Project Management

Contract management will be continuous for the term of the contract to complete items identified as part of the original SOS. InfrastructureDG will provide oversight and serve as the first point of contact for design and administration related questions.

Added construction time is estimated to require an additional 10 hours for the assistant project manager.

Item 2 Public Involvement

No added scope included in this amendment.

Item 3 Construction Administration and Observation

Construction observation tasks, as identified in Amendment 1, were performed during active construction through October 13, 2023. This required an additional 6 weeks (210 hours) of full-time observation service outside of the original Scope of Services

Construction administration tasks, as identified in Amendment 1, required progress meetings and site visits by the assistant project manager. InfrastructureDG has included effort for three hours for an additional 4 site visits.

Item 4 Construction Testing

Testing needed has underrun the original contract estimate. We are offering a credit to help offset the increased hours requested in this amendment.

Item 5 Construction Staking

Construction survey time has underrun. We are able to offer that time savings to help offset the increased hours requested in this amendment.

Item 6 Record Drawings

No added scope included in this amendment.

Deliverables:

No added scope included in this amendment.

Project Exclusions

No added exclusions included in this amendment.

Schedule

This proposal is based on current understanding of the construction timelines and delays. The schedule does not anticipate effort for additional unknown factors beyond the control of InfrastructureDG.

Fee

The development of the task list required for the improvement project is based on previous experience and discussions held with the Contractor and City of Mitchell staff. A separate spreadsheet is also attached showing the breakdown of hours. InfrastructureDG requests an amendment to the existing contract in the amount of \$14,292.00 as detailed above and in the attached breakdown of hours.

Original Contract amount -----	\$59,242.00
Amendment 1 – amendment amount -----	\$144,708.00
<u>Amendment 2 – amendment amount -----</u>	<u>\$14,292.00</u>
NEW TOTAL CONTRACT AMOUNT -----	\$218,242.00

Client: City of Mitchell
20110
Project Manager: Phil Gundvaldson

	InfrastructureDG Phil Gundvaldson	InfrastructureDG Astrid Potter	InfrastructureDG Kolton Jungemann	InfrastructureDG Robert Kummer	InfrastructureDG Kyle Vongroven	InfrastructureDG Survey Tech	InfrastructureDG Jennifer Hansen	InfrastructureDG Brenda Weeks	Total Hours	InfrastructureDG Fee
Project Item										
Project Management									10	\$ 1,800.00
Project Management		10							10	\$ 1,800.00
Public Involvement									0	\$ -
Construction Administration									222	\$ 31,980.00
Construction Observation			210						210	\$ 29,820.00
Progress Meetings & Site Visit		12							12	\$ 2,160.00
Construction Survey and Staking					-48	-44			-92	\$ (10,488.00)
Record Drawings									0	\$ -
Total Hours:	0	22	210	0	-48	-44	0	0	140	
Rate:	\$ 200.00	\$ 180.00	\$ 142.00	\$ 188.00	\$ 125.00	\$ 102.00	\$ 92.00	\$ 90.00		
Cost:	\$ -	\$ 3,960.00	\$ 29,820.00	\$ -	\$ (6,000.00)	\$ (4,488.00)	\$ -	\$ -		\$ 23,292.00

Infrastructure Design Group									\$ 23,292.00
Subconsultants									
Geotek Engineering & Testing Services, Inc.									\$ (9,000.00)
0% Markup:									\$ -
Total Subconsultant:									\$ (9,000.00)

Total Cost:	\$ 14,292.00
-------------	--------------

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:	July 1, 2024	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Resolution 2024-44		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Action to Approve Resolution #R2024-44, A Resolution Designating the City Administrator as the City Council's Representative for Union Negotiations & Labor Contract Issues		
Explanation/Background of Agenda Item Requested:	The City has received re-opener requests from our three unions for wage negotiations for 2025. This resolution would formally designate the City Administrator to represent the City Council in those negotiations. The proposals are presented to the City Council and considered in executive session prior to the final contract approvals. The last time this resolution was approved was in 2014. At that time, it was incorporated into the City Administrator's approved job description (versus outside counsel that was conducting negotiations previously) when the City Administrator position was created. Staff recommends approval of this resolution.		

Resolution #2024-44

**A Resolution Designating the City Administrator as the City Council's Representative
For Union Negotiations & Labor Contract Issues**

WHEREAS, there are three union organizations that represent City employees, these unions include: AFSCME for general employees, IAFF for Firefighters, and TEAMSTERS for Police; and

WHEREAS, these unions are requesting the commencement of negotiations for 2025;

WHEREAS, the contract agreements require approval by the Mitchell City Council;

WHEREAS, the Mitchell City Council has included the responsibility of negotiations and labor contract management into the City Administrator position when it was created and approved in 2015;

WHEREAS, the Mitchell City Council would like to confirm and formally delegate these responsibilities through approval of this resolution;

THEREFORE BE IT RESOLVED, that the City Administrator be appointed as the lead negotiator and contact for all negotiations and labor contract issues.

Dated this _____ day of _____, 2024.

Mayor Jordan Hanson

ATTEST:

Michelle Bathke, Finance Officer

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 1, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-45, Creating Tax Increment District 36 and Approving Project Plan		
Explanation/Background of Agenda Item Requested:	This proposed TIF District #36 relates to the South Lake Estates and Ridge View on Foster affordable housing Developments. The primary purpose of the TIF is to utilize the increment generated to reimburse the costs of improving the site and project expenses, not including residential structures themselves. After receiving initial application materials, the TIF Review Committee met to determine if the project plan included all the information required by law and ordinance. After all revisions, the project plan does now appear to meet all requirements of state and local law. The Planning Commission met and held a hearing on the matter on June 24, 2024. The commission voted in favor of setting the boundaries described in the project plan and recommended adoption of the project plan. This TIF would function the same as the last few City TIFs where debt is not issued against the TIF. The city passes on the increment to the developer as the increment is generated. This means that any risk that the TIF does not generate the anticipated funds falls on the recipient, not the City, and that the TIF requested dollars will not count as constitutional debt against the City. Project funds are classified as grants which the developer may use to offset eligible project costs as described in the Project Plan. Planning Commission minutes are included for council reference. All required findings and statements to create and approve TIF 36 are contained within the proposed resolution.		

RESOLUTION R2024-45

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

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty-Six (TID 36) 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 June 24, 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-Six 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 July 1, 2024, the City of Mitchell Tax Incremental District Number Thirty-Six (TID 36). TID 36 is legally described as follows:

Lots 3 through 6, Block 14, and vacated alley abutting, and Lots 8 through 10, Block 15, and vacated alley abutting, of Indian Head Third Addition to the City of Mitchell;

Lots 22 through 46, Block 5 and Lots 1 through 5, Block 6 of South Lake Estates Subdivision to the City of Mitchell;

That portion of South Harmon Drive R-O-W that aligns with Dakota Avenue R-O-W extended;

That portion of Dakota Avenue R-O-W lying between the Westerly R-O-W of South Harmon Drive and the Easterly R-O-W of Indian Head Drive;

That portion of Indian Head Drive R-O-W that aligns with the Northerly R-O-W of Dakota Avenue and extends to the North property line of Block 15 of Indian Head Third Addition; thence Westerly continuing along and including that portion of Indian Head Drive R-O-W to the intersection of the East R-O-W of North Ohlman Street;

That portion of North Ohlman Street R-O-W within city limits from a point that is perpendicular to the North property line of Lot 46, Block 5 of South Lake Estates Subdivision, thence South to a point that aligns with the South R-O-W of Indian Village Road;

That portion of Indian Village Road R-O-W lying between the East R-O-W of North Ohlman Street and the North R-O-W of West 23rd Avenue;

That portion of West/East 23rd Avenue R-O-W from a point that aligns with the West R-O-W of Indian Village Road, thence East to a point that aligns with the East R-O-W of North Kimball Street;

That portion of North Kimball Street R-O-W from a point that aligns with the South R-O-W of East 23rd Avenue, thence South to a point that aligns with the North R-O-W of East 11th Avenue;

That portion of East 11th Avenue R-O-W from a point that aligns with the West R-O-W of North Kimball Street, thence East to a point that aligns with the West R-O-W of North Foster Street;

That portion of North Foster Street R-O-W from a point that aligns with the North R-O-W of East 11th Avenue, thence South to a point that aligns with the South R-O-W of Nagle Lane;

That portion of Nagle Lane R-O-W from a point that aligns with the East R-O-W of North Foster Street, thence East to a point that aligns with the West R-O-W of North Calhoun Street;

That portion of North Calhoun Street R-O-W from a point that aligns with the North R-O-W Nagle Lane, thence South to a point that aligns with the South R-O-W of Bridle Drive;

All of Peace Place R-O-W located between Nagle Lane R-O-W and East 8th Avenue R-O-W;

All of Nursia Drive R-O-W located between Nagle Lane R-O-W and Peace Place R-O-W; and

Lot 6, Block 1-A; Block 2-A; Lots 1 through 9, Block 3-A; and Lots 1 through 13, Block 5-A; all in Ridge View on Foster Addition to the City of Mitchell.

with a map showing said boundaries included in the Project Plan presented to Council on July 1, 2024.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 36 was held on June 24, 2024.
3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
4.
 - 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 36;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 36 includes information satisfying each of the 5 requirements contained therein;
 - d. Pursuant to SDCL 11-9-16, the project plan for TID 36 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 36 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
- 5. 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.
 - 6. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.
 - 7. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Thirty-Six Fund (TID 36 Fund).
 - 8. All tax increments collected pursuant to TID 36 shall be deposited into the TID 36 Fund.
 - 9. All funds in the TID 36 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
 - 10. 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.
 - 11. The project plan is on file with the City of Mitchell Finance Officer.
 - 12. 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.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of July, 2024, with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

Jordan Hanson, Mayor

Attest:

Michelle Bathke, City Finance Officer

(seal)

TAX INCREMENTAL DISTRICT
NUMBER 36
CITY OF MITCHELL
TAX INCREMENTAL
PROJECT PLAN
FOR SOUTH LAKE & RIDGEVIEW PROJECTS



Table of Contents

INTRODUCTION AND PURPOSE	2
GENERAL DEFINITIONS AS USED IN THIS PLAN.....	2
PROPERTY WITHIN THE TAX INCREMENT DISTRICT	5
CREATION OF CITY OF MITCHELL TID NUMBER 36.....	6
LISTING OF KIND, NUMBER, LOCATION AND DETAILED COSTS OF PROPOSED PUBLIC WORK AND IMPROVEMENTS .	10
TAXABLE VALUE OF MITCHELL.....	10
EXPENDITURES EXCEEDING ESTIMATED COST	13
DEVELOPER'S AGREEMENT	13
DETAILED LIST OF ESTIMATED PROJECT COSTS.....	15
FEASIBILITY STUDY	15
ECONOMIC DEVELOPMENT STUDY	15
FISCAL IMPACT STATEMENT	15
METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS.....	15
MAXIMUM AMOUNT OF TAX INCREMENTAL REVENUE	15
DURATION OF TAX INCREMENTAL PLAN	15
ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS	16
CONDITIONS MAP, IMPROVEMENTS MAP, ZONING CHANGE MAP.....	16
CHANGES TO THE CITY OF MITCHELL MASTER PLAN, MAP, BUILDINGS CODES AND CITY ORDINANCES.....	16
LIST OF ESTIMATED NON-PROJECT COSTS	16
STATEMENT OF DISPLACEMENT AND RELOCATION PLAN	16
PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY.	16
LIST OF SCHEDULES	17
LIST OF ATTACHMENTS.....	17
SCHEDULE 1 - "DETAIL OF PROJECT COSTS".....	18
SCHEDULE 2 – " ESTIMATED CAPTURED TAXABLE VALUES ".....	25
SCHEDULE 3 - "FISCAL IMPACT STATEMENT"	26
SCHEDULE 4 – "ECONOMIC FEASIBILITY STUDY"	28
SCHEDULE 5 – "ECONOMIC DEVELOPMENT STUDY"	33
ATTACHMENT 1	36
ATTACHMENT 2	37
ATTACHMENT 3	38

INTRODUCTION AND PURPOSE

The purpose of this Plan, to be implemented by the City of Mitchell, Davison County, South Dakota, is to satisfy the requirements for a Tax Incremental District Plan Number 36, City of Mitchell, Davison County as specified in SDCL Chapter 11-9. There are 11 mandated requirements of the Plan, each to be addressed in this Plan. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the city.

This Plan was prepared for adoption by the City Planning Commission and the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development through the construction of Affordable Housing through two (2) single-family affordable housing residential development projects, respectively referred to as the South Lake Development and the Ridgeview Development (the "Projects"). The Projects shall consist of one (1) Phase. The proposed TIF boundaries consist of thirty-seven (37) lots and public right-of-way in the South Lake Project and approximately thirty-two (32) lots and public right-of-way in the Ridgeview Development for a total of sixty-nine (69) residential lots located within the TID boundaries. Of the thirty-two (32) residential lots, only twenty-three (23) lots are currently depicted on the various map exhibits included in this Plan; an additional nine (9) lots will be platted out of the existing Block 2-A. There are other lots located within both Developments, but only the 37 lots depicted on the Project Map for the South Lake Development and the 32 lots depicted on the Project Map for the Ridgeview Development will make up the TIF boundaries, together with the public rights-of-way and streets depicted on the Project Maps. All houses built within the TIF District boundaries shall have an original selling price at or below the first-time homebuyer's purchase price limit being used by the South Dakota Housing Development Authority at the time of sale or completion of initial construction. The intent of the Project is to create new, affordable/workforce homeownership opportunities for the City of Mitchell, Davison County, South Dakota community.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development to provide Affordable/Workforce Housing and to promote economic development throughout the TIF District and the City of Mitchell.

Development in the area is anticipated to occur in the near future, with the potential for tax increment financing to provide the impetus and means to undertake this development at a faster pace than might occur otherwise.

The lots located in the South Lake Development are either owned by Mitchell Area Housing Inc., a South Dakota nonprofit corporation ("MAHI"), or under contract to be purchased by MAHI upon certain conditions being met, one of which is the approval of TIF #36. The lots to be developed as part of the Ridgeview Development are currently owned by Mitchell Area Development Corporation; however, MAHI will act as the Developer of that Project as well.

GENERAL DEFINITIONS AS USED IN THIS PLAN

The following terms found in this Plan have the following meanings:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted" means property that meets any of the following criteria:

Any area, including slum area, in which the structures, buildings, or improvements, by reason of:

- (1) dilapidation, age, or obsolescence;
- (2) inadequate provisions for ventilation, light, air, sanitation, or open spaces;
- (3) high density of population and overcrowding;
- (4) the existence of conditions which endanger life or property by fire and other causes; or
- (5) any combination of such factors;

are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and which is detrimental to the public health, safety, morals, or welfare, is a blighted area¹; or

Any area which by reason of:

- (1) the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;
- (2) predominance of defective or inadequate street layouts;
- (3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (4) unsanitary or unsafe conditions;
- (5) deterioration of site or other improvements;
- (6) diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;
- (7) defective or unusual conditions of title;
- (8) the existence of conditions which endanger life or property by fire and other causes; or
- (9) any combination of such factors;

substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use, is a blighted area ²; or

Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of a municipality, is a blighted area.³

"City of Mitchell" means Mitchell, South Dakota.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means Mitchell Area Housing Inc., a South Dakota nonprofit corporation.

¹ SDCL § 11-9-9

² SDCL § 11-9-10

³ SDCL § 11-9-11

"Developer's Agreement" means the agreement between MAHI and the City of Mitchell concerning this Tax Incremental District.

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL §9-54.

"Fiscal year" means that fiscal year of City of Mitchell.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means City of Mitchell City Council.

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Municipality" means any incorporated city or county in this state.

"Planning Commission" means City of Mitchell Planning Commission.

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by Developer, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by Developer in connection with the implementation of this Plan.

"Project Plan" means properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a City and/or County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #36.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

PROPERTY WITHIN THE TAX INCREMENT DISTRICT

LOTS 3 THROUGH 6, BLOCK 14, AND VACATED ALLEY ABBUTTING, AND LOTS 8 THROUGH 10, BLOCK 15, AND VACATED ALLEY ABBUTTING, OF INDIAN HEAD THIRD ADDITION TO THE CITY OF MITCHELL;

LOTS 22 THROUGH 46, BLOCK 5 AND LOTS 1 THROUGH 5, BLOCK 6 OF SOUTH LAKE ESTATES SUBDIVISION TO THE CITY OF MITCHELL;

THAT PORTION OF SOUTH HARMON DRIVE R-O-W THAT ALIGNS WITH DAKOTA AVENUE R-O-W EXTENDED;

THAT PORTION OF DAKOTA AVENUE R-O-W LYING BETWEEN THE WESTERLY R-O-W OF SOUTH HARMON DRIVE AND THE EASTERLY R-O-W OF INDIAN HEAD DRIVE;

THAT PORTION OF INDIAN HEAD DRIVE R-O-W THAT ALIGNS WITH THE NORTHERLY R-O-W OF DAKOTA AVENUE AND EXTENDS TO THE NORTH PROPERTY LINE OF BLOCK 15 OF INDIAN HEAD THIRD ADDITION; THENCE WESTERLY CONTINUING ALONG AND INCLUDING THAT PORTION OF INDIAN HEAD DRIVE R-O-W TO THE INTERSECTION OF THE EAST R-O-W OF NORTH OHLMAN STREET;

THAT PORTION OF NORTH OHLMAN STREET R-O-W WITHIN CITY LIMITS FROM A POINT THAT IS PERPENDICULAR TO THE NORTH PROPERTY LINE OF LOT 46, BLOCK 5 OF SOUTH LAKE ESTATES SUBDIVISION, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF INDIAN VILLAGE ROAD;

THAT PORTION OF INDIAN VILLAGE ROAD R-O-W LYING BETWEEN THE EAST R-O-W OF NORTH OHLMAN STREET AND THE NORTH R-O-W OF WEST 23RD AVENUE;

THAT PORTION OF WEST / EAST 23RD AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF INDIAN VILLAGE ROAD, THENCE EAST TO A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH KIMBALL STREET;

THAT PORTION OF NORTH KIMBALL STREET R-O-W FROM A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF EAST 23RD AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE;

THAT PORTION OF EAST 11TH AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH KIMBALL STREET, THENCE EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH FOSTER STREET;

THAT PORTION OF NORTH FOSTER STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF NAGLE LANE;

THAT PORTION OF NAGLE LANE R-O-W FROM A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH FOSTER STREET, THENCE EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH CALHOUN STREET;

THAT PORTION OF NORTH CALHOUN STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF NAGLE LANE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF BRIDLE DRIVE;

ALL OF PEACE PLACE R-O-W LOCATED BETWEEN NAGLE LANE R-O-W AND EAST 8TH AVENUE R-O-W;

ALL OF NURSIA DRIVE R-O-W LOCATED BETWEEN NAGLE LANE R-O-W AND PEACE PLACE R-O-W; and

LOT 6, BLOCK 1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; AND LOTS 1 THROUGH 13, BLOCK 5-A; ALL IN RIDGE VIEW ON FOSTER ADDITION TO THE CITY OF MITCHELL.

CREATION OF CITY OF MITCHELL TID NUMBER 36

Developer desires to create a Tax Incremental Financing District ("TID") to assist in the construction of public infrastructure and other TID eligible expenses on land located within the corporate limits of the City of Mitchell, Davison County, South Dakota. As presented by the Developer, the TID will consist of one phase as follows:

Site preparation, street, curb and gutter, drainage and other TID-eligible expenses for the streets and infrastructure for the Project.

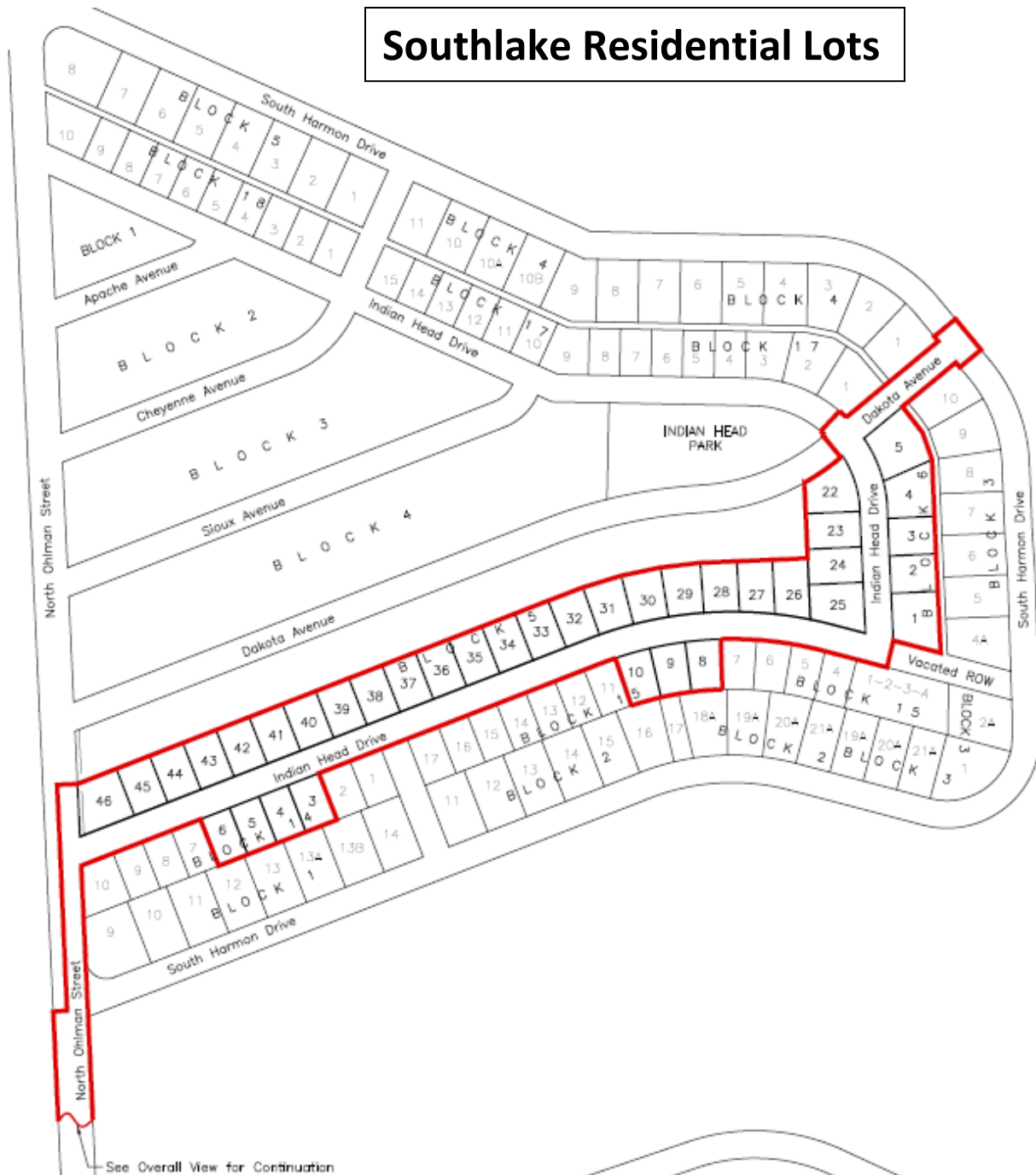
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Mitchell TIF District 36 Boundary Map including Streets and Right-of-Ways

Real property subject to the proposed TIF is shaded in red



Southlake Residential Lots





LISTING OF KIND, NUMBER, LOCATION AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS⁴

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred by the Developer. The Project Costs may, by South Dakota law, include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto, diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by the City.

The City is working to develop an economic and competitive base to benefit the City and the state as a whole. All project costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes an Affordable/Workforce Housing Project and is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The Developer or its assignee shall enter into all contracts in accordance with South Dakota law.

A combination of private investment and tax increment financing will assist progress toward the overall objectives of future development of the City of Mitchell. The Project is part of the overall mission of the City of Mitchell and Davison County, which includes:

- To address and remedy conditions in the area that impair or arrest the sound growth of the City;
- To implement the Comprehensive Plan and its related element;
- To redevelop and rehabilitate the area in a manner which is compatible with and complementary to unique circumstances in the area;
- To effectively utilize undeveloped and underdeveloped land;
- To improve pedestrian, bicycle, vehicular, and transit-related circulation and safety;
- To ultimately contribute to increased revenues for all taxing entities;
- To encourage the voluntary construction of residential homes, improvements, and conditions;
- To watch for market and/or project opportunities to promote economic development, and when such opportunities exist, to take action within the financial, legal and political limits of the City to acquire land, pursue redevelopment, improvement and construction projects; and
- To improve areas that are likely to significantly enhance the value of substantially all property in the district.

TAXABLE VALUE OF CITY OF MITCHELL

State law requires that tax increment districts cannot exceed ten percent of the taxable value of any municipality. The taxable value for the City of Mitchell is approximately \$1,486,087,639.00. The base value of the taxable property for inclusion into this Tax Incremental District, as per the Director of Equalization's estimate is \$529,412.

⁴ SDCL §11-9-16(1)

South Dakota Codified Law 11-9-7 provides that in order to implement the provisions of this chapter (the TIF statute), the resolution required by §11-9-5 shall contain a finding 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.

Total base value of active TIF Districts in the City of Mitchell, South Dakota is as follows:

TIF #	Certified Base Value State of South Dakota Department of Revenue City of Mitchell
8	\$6,002,565
9	\$50,400
14	\$37,850
16	\$5,005,495
19	\$13,370
20	\$151,890
21	\$125,082
23	\$3,004,275
24	\$401,798
26	\$0.00
27	\$1,002,685
28	\$2,119,490
29	\$397,815
30	\$55,610
31	\$615,554
32	\$1,557,071
33	\$818,913
34	\$1,325,237
35	\$132,851
36	\$529,412
Total Base Value(s)	\$23,347,363

The total value of all active TIF districts in the City of Mitchell is less than ten percent (10%) of total taxable value in the City. Using the estimates provided, with TIF #36 included, the total Tax Increment Districts combined is less than 2% when compared to the 2023 Taxable Valuation.

Costs of Public Works or Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

The following are listed as estimated costs of the Project.

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (Cleaning & grading of land & associated costs)	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District		11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$5,509,900	11-9-15(8)
Eligible Project Costs		\$5,509,900	

¹ District shall mean the Tax Increment District.

² SDCL §11 -9-15

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Estimated costs for non-project costs and TIF eligible costs may vary from actual costs incurred during construction. The grant to Developer is not controlled by the individual line items for TIF eligible costs. TIF proceeds may flow through to Developer for certified TIF eligible expenses, without respect to a particular line item, based on the actual costs incurred for those TIF eligible expenses up to the total authorized TIF request amount of \$5,509,900.

*Costs incurred may be allocated and may be completed in any order.

Expenditures Exceeding Estimated Cost

Any expenditures which in sum would exceed the total amount of the TID amount of \$5,509,900 will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

If the expenditures within the Plan are increased in excess of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Developer's Agreement

The City of Mitchell will enter into a Contract for Private Development with the Developer with the following as the guidelines for the Agreement:

Financing Terms:

- Amount. The total amount of the TIF will not exceed \$5,509,900.
- Interest Rate. There is no interest which applies to the amount of the grant. Developer interest costs which may be TIF eligible and used for setting the amount of the grant are discussed further on Pages 19 and 20.
- Length. The TIF will not exceed 20 calendar years from the year of creation.
- Expiration. The TIF will expire at the end of 20 years or when the \$5,509,900 has been paid out in tax payment to the Developer from the taxes generated within the District, whichever comes first. Should there be a balance on the TIF note at the end of year 20, the TIF will still expire.

Legal Terms:

- Should the State of South Dakota not classify the TIF as Affordable Housing or Economic Development, the TIF will not be finalized and will cease to exist.
- Any owners of real property located within the TIF District will waive their right to the discretionary tax abatement program authorized and in effect for Mitchell, Davison County, South Dakota (if applicable).
- Prior to paying any interest to Developer, City will utilize TIF proceeds to reimburse City for any 3rd party design costs paid for by the City in relation to the design work completed for the project. No interest will accrue on any such amounts. After the City has been reimbursed, all remaining TIF proceeds will flow to Developer as provided by the project plan and developer agreement.

Conditions of the Developer Agreement relating to Constitutional Debt:

The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the TIF Fund. It is specifically a condition of the proposed Contract for Private Development that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The City shall have no obligation to commit any City funds from any other source into the TIF Fund other than the positive tax increment from the TID receipted into the TIF Fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the TIF Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation. As such, it is further understood that the amount of \$5,509,900 will be the maximum amount the City will ever pass on acting as a conduit for TIF #36 for eligible project costs, including any and all interest which

may apply.

All TIF revenue will be passed onto the Developer as a grant until the full amount has been paid or 20 years from the year of creation, whichever happens first. The payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the purchase and construction of the Project involving eligible project costs, the Developer shall certify to the City's Finance Officer the eligible project costs in sufficient detail to determine that payment of grant funds is solely for eligible project costs. The Developer shall provide contractor/ supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of eligible project costs, the City shall pass-through all available tax increment fund revenues not to exceed \$5,509,900 in a manner consistent with this section.

Given that the exclusive funding mechanism for this TID is the grant pass-through of positive tax increment from the TIF Fund, that no tax increment bonds will be issued in relation to this TID, and that the City shall have no obligation to commit other City funds, the City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. In recognition that the City cannot appropriate funds that have not accrued, the City's exclusive obligation shall be to budget and appropriate the positive tax increment from the TID receipted into the TIF Fund on an annual basis during the City's then current fiscal year, as may be required. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for Developer to purchase the real property and to incur various development and construct improvements upon the TID property and the failure to pay tax increment to Developer will be financial detrimental to future improvements on said property.

If at any time during the term of this Agreement, (i) the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and (ii) if the TID is eligible to be terminated pursuant to SDCL 11-9-46, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City, if both (i) and (ii) occur.

Developer Terms:

- MAHI will act as the Developer and all TIF proceeds will flow to MAHI according to the terms of the Developer's Agreement.
- MAHI will certify the costs associated with the TIF to the City for reimbursement.
- MAHI shall submit a report to the City no later than November 15 of each calendar year regarding the number of lot sales on a form provided by the City.
- In MAHI's deed to an initial owner, MAHI will include a covenant that the property be "owner-occupied" for a period of two (2) years from the time of the initial sale. However, in the event MAHI or any lot owner holds one or more "developed" lots with completed single family dwellings that have not sold within three (3) months of completion of construction, that party reserves the right to rent such a property as a single-family dwelling with the rental amount to be at or below the calculated rent for the State of South Dakota 80% area median income being utilized by the South Dakota Housing Development Authority at the time such rental agreement is entered.
- In the event that a home is constructed which exceeds the affordable housing value criteria, whether by

- MAHI or an initial buyer, MAHI will be ineligible to collect further TIF proceeds.
- The City reserves the right to charge an annual administration expense. This fee will be used to offset any future expenses that may occur due to reporting. The amount will not exceed \$5,000 in a calendar year.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Not less than 50% of the area within the proposed district will stimulate and develop the general economic welfare and prosperity of the state through commercial, manufacturing, agricultural development and affordable housing as evidenced by the Economic Development Study attached as Schedule 3.

Fiscal Impact Statement

Attached as Schedule 4 is a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Method of Financing. Timing of Costs and Monetary Obligations

The payment of Project Costs is anticipated to be made by the City to Developer from the special fund of the Tax Incremental District. SDCL § 11-9-13(5). Pursuant to the Developer's Agreement, the City will pay to the Developer all available tax increment funds it receives from the District.

Maximum Amount of Tax Incremental Revenue

The maximum amount of tax incremental revenue bonds or monetary obligations to be paid through Tax Increment District #36 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$5,509,900 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District. The final terms and conditions will be set forth in the Developer's Agreement

Duration of Tax Incremental Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration **shall not exceed 20 calendar years** of revenue from the date of creation of the District.

Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The site will generate taxes to the local jurisdictions at or above the assessed value of the Base. All taxing districts shall receive that base which will be the value set for 2022 taxes payable in 2023. The tax increment will be available to the taxing jurisdictions at or before twenty (20) years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

Conditions Map, Improvements Map, Zoning Change Map

The Conditions Map, SDCL § 11-9-16(1), is included as Attachment 1.

The Improvements Map, SDCL § 11-9-16(2), is included as Attachment 2.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 3.

Changes to the City of Mitchell Comprehensive/Master Plan/Map, Building Codes & County Ordinances per SDCL § 11-9-16(4)

The City will not have to rezone the real property located within the TIF boundaries, as it is zoned RL, R-3 & R-4.

List of Estimated Non-Project Costs

The following is a list of the Non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Single-family residential homes – tax-assessed values (69 lots)	\$21,510,280
TOTAL	\$21,510,280

Statement of Displacement and Relocation Plan

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

Performance Bond Surety Bond or other Guaranty

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

LIST OF SCHEDULES

SCHEDULE 1 Detail of Project Costs
SCHEDULE 2 Economic Feasibility Study
SCHEDULE 3 Economic Development Study
SCHEDULE 4 Fiscal Impact Statement
SCHEDULE 5 Estimated Captured Taxable Values

LIST OF ATTACHMENTS

Attachment 1. Legal Description of Real Property
Attachment 2. Map of Real Property/Improvement
Attachment 3. List of Proposed Changes in Zoning Ordinances

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE 1 – "DETAIL OF PROJECT COSTS"

Kind of Project Cost	Number of Projects	Location ⁵	Amount	Reference ⁶
Capital Costs		District	\$0	11-9-14(1)
Financing Costs		District	\$0	11-9-14(2)
Real Property Assembly		District	\$0	11-9-14(3)
Professional Fees		District	\$0	11-9-14(4)
Administrative Costs		District	\$0	11-9-14(5)
Relocation Costs		District	\$0	11-9-14(6)
Organizational Costs		District	\$0	11-9-14(7)
Discretionary Costs and Grants	1	District	\$5,509,900	11-9-14(8)
Eligible Project Costs			\$5,509,900	

⁵ District shall mean the Tax Increment District.

⁶ See page 12

TIF ELIGIBLE EXPENSES/RESPONSIBLE DEVELOPER AND FUNDING SOURCES

SDCL 11-9-15

SOUTH LAKE - RIDGEVIEW AFFORDABLE HOUSING TIF PROJECT COSTS 69 LOTS

ESTIMATED PROJECT COSTS	TOTAL COST	NON PROJECT COSTS	SOUTH LAKE PROJECT COSTS	RIDGEVIEW PROJECT COSTS	
LAND	\$ 350,000		\$ 350,000		
LEGAL COSTS	\$ 80,000	\$ 40,000	\$ 20,000	\$ 20,000	
PERF/PAYMENT BONDS	\$ 122,700		\$ 53,000	\$ 69,700	
ENGINEERING	\$ 768,000		\$ 340,000	\$ 428,000	SPN
PLATTING - SURVEYING - ADMIN	\$ 172,300		\$ 66,000	\$ 106,300	SPN
SPN CONTINGENCIES	\$ 532,046		\$ 198,076	\$ 333,970	SPN
SITE WORK/UTILITIES	\$ 5,807,954	\$ 160,500	\$ 2,303,424	\$ 3,344,030	SPN
PROJECT MGMT COST**	\$ 330,000	\$ 180,000	\$ 75,000	\$ 75,000	
DEVELOPER FEES	\$ 120,000	\$ 120,000			
PERMITS	\$ 15,000		\$ 7,500	\$ 7,500	
BUILDERS RISK INSURANCE	\$ 65,000	\$ 55,000	\$ 5,000	\$ 5,000	
BUILDING MATERIALS	\$ 5,037,000	\$ 5,037,000			
CABINETS AND TOPS	\$ 552,000	\$ 552,000			
INSULATION	\$ 138,000	\$ 138,000			
CARPENTRY LABOR	\$ 3,243,000	\$ 3,243,000			
GARAGE DOORS	\$ 552,000	\$ 552,000			
BATHROOMS	\$ 138,000	\$ 138,000			
EXCAVATION	\$ 690,000	\$ 690,000			
FILL MATERIAL	\$ 138,000	\$ 138,000			
CONCRETE	\$ 2,484,000	\$ 2,484,000			
DRYWALL HANG TAPE TEXTU.	\$ 379,500	\$ 379,500			
PAINT AND TRIM	\$ 386,400	\$ 386,400			
FLOORING	\$ 414,000	\$ 414,000			
ELECTRICAL	\$ 828,000	\$ 828,000			
LIGHT FIXTURES	\$ 48,300	\$ 48,300			
PLUMBING	\$ 1,656,000	\$ 1,656,000			
HVAC	\$ 828,000	\$ 828,000			
LANDSCAPING	\$ 172,500	\$ 172,500			
FINAL CLEANING	\$ 17,250	\$ 17,250			
EXCISE TAX	\$ 379,500	\$ 379,500.00			
ADMINISTRATIVE*	\$ 510,000	\$ 380,000	\$ 65,000	\$ 65,000	
CONTINGENCY***	\$ 450,000	\$ 295,800	\$ 77,100	\$ 77,100	
SUBTOTALS	\$ 27,404,450	\$ 19,312,750	\$ 3,560,100	\$ 4,531,600	\$ 8,091,700
PROJECT INTEREST @ 5.8%	\$ 2,648,700		\$ 1,112,454	\$ 1,536,246	\$ 2,648,700
TOTALS	\$ 30,053,150		\$ 4,672,554	\$ 6,067,846	\$ 10,740,400
FUNDING SOURCES					
HUD GRANT				\$ (2,406,000)	
SDHDA GRANT- RIDGEVIEW				\$ (1,016,000)	
SDHDA GRANT- SO LAKE		\$ (160,500)	\$ (764,500)		
SALE OF LOTS 33 SL - 28 RV			\$ (594,000)	\$ (450,000)	
TIF ELIGIBLE COSTS			\$ 3,314,054	\$ 2,195,846	\$ 5,509,900
PROJECT SUMMARY					
ENTIRE ANTICIPATED PROJECT	\$ 27,404,450				
BUILDER VALUE	\$ 19,312,750				
TOTAL MAHI PROJECT AT COST	\$ 8,091,700				
MAHI INTEREST COST	\$ 2,648,700				
TOTAL MAHI COST	\$ 10,740,400				
LESS HUD GRANT	\$ (2,406,000)				
LESS SDHDA GRANT- RIDGEVIEW	\$ (1,016,000)				
LESS SDHDA GRANT- SO LAKE	\$ (925,000)				
MAX TIF AVAILABLE	\$ (5,510,161)				
POTENTIAL LOSS ON PROJECT	\$ (883,239)				
POTENTIAL SALE OF LOTS	\$ 1,525,000	61 X \$25,000			
POTENTIAL GAIN ON PROJECT	\$ 641,761			6/11/2024	

* Administrative – Costs incurred by Mitchell Area Housing for Public Infrastructure portion of the Project

- Collecting and paying invoices
- Securing additional grants
- Securing and monitoring loan documents
- Overseeing loan payments to include interest payments
- Monitoring reimbursements to 3rd parties for costs advanced for the project

** Project Management Costs – costs incurred by Mitchell Area Housing for Public Infrastructure portion of the Project

- On-site management of project on behalf of MAHI
- On-site security costs incurred
- On-site office facilities as needed

*** Contingency – potential costs associated with unexpected price increases to the entire project as well as unknown costs that may occur resulting from unforeseen site conditions.

All of the above costs will be verified by the Developer to the City at least annually.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

South Lake Estates - Phase I
Mitchell, South Dakota
SPN Project No. 15799

Estimate of Infrastructure Costs from SPN & Associates

South Lake Estates Phase I 41' Street with Curb and Gutter			Engineer's Estimate	
Item #	Description	Quantity	Unit Price	Total Cost
1	Mobilization	1 LS	\$185,000.00	\$185,000.00
2	Remove and Dispose Asphalt Pavement	1,864 SY	\$5.00	\$9,320.00
3	Remove and Dispose Concrete	97 SY	\$12.00	\$1,164.00
4	Remove and Dispose Culvert	176 LF	\$10.00	\$1,760.00
5	6" PVC Water Main	3,647 LF	\$57.00	\$207,879.00
6	8" PVC Water Main	22 LF	\$65.00	\$1,430.00
7	6" MJ Gate Valve w/ Box	13 EA	\$2,040.00	\$26,520.00
8	6" x 6" MJ Tee	7 EA	\$760.00	\$5,320.00
9	8" x 6" MJ Tee	2 EA	\$740.00	\$1,480.00
10	6" x 6" MJ Cross	1 EA	\$1,200.00	\$1,200.00
11	6" 90° Bend	1 EA	\$750.00	\$750.00
12	6" 22.5° Bend	4 EA	\$750.00	\$3,000.00
13	6" 11.25° Bend	1 EA	\$750.00	\$750.00
14	6" Water Main Cap	1 EA	\$500.00	\$500.00
15	Pipe Encasement	37 LF	\$140.00	\$5,180.00
16	Fire Hydrant Assembly	6 EA	\$5,900.00	\$35,400.00
17	Tracer Wire Box for Water Main	6 EA	\$230.00	\$1,380.00
18	Tracer Wire Grounding Rod for Water Main	9 EA	\$175.00	\$1,575.00
19	Connect to Existing Water Main	4 EA	\$1,800.00	\$7,200.00
20	6" x 1" Service Saddle w/ Corp Stop	52 EA	\$565.00	\$29,380.00
21	1" Type K Copper Water Service	1,716 LF	\$35.00	\$60,060.00
22	1" Curb Stop w/ Box	52 EA	\$510.00	\$26,520.00
23	8" PVC Sanitary Sewer Main (0-8')	152 LF	\$65.00	\$9,880.00
24	8" PVC Sanitary Sewer Main (8-10')	756 LF	\$68.00	\$51,408.00
25	8" PVC Sanitary Sewer Main (10-12')	1,071 LF	\$72.00	\$77,112.00
26	8" PVC Sanitary Sewer Main (12-14')	1,172 LF	\$74.00	\$86,728.00
27	8" PVC Sanitary Sewer Main (14-16')	315 LF	\$76.00	\$23,940.00
28	8" PVC Sanitary Sewer Main (16-18')	102 LF	\$80.00	\$8,160.00
29	8" PVC Sanitary Sewer Main (18-20')	119 LF	\$85.00	\$10,115.00
30	4" PVC Sanitary Sewer Service	1,848 LF	\$40.00	\$73,920.00
31	Sanitary Sewer Manhole (0-10')	11 EA	\$4,800.00	\$52,800.00
32	Extra Depth Manhole	29.3 VF	\$350.00	\$10,255.00
33	8" x 4" Sanitary Sewer Wye	52 EA	\$350.00	\$18,200.00
34	Connect to Existing Sanitary Sewer Main	4 EA	\$1,600.00	\$6,400.00
35	Plug Sanitary Main for Future Expansion	2 EA	\$450.00	\$900.00
36	Post Televising Sanitary Sewer Main	3,687 LF	\$3.00	\$11,061.00
37	Tracer Wire Box for Sanitary Sewer Service	52 EA	\$250.00	\$13,000.00
38	Concrete Curb and Gutter	5,444 LF	\$25.00	\$136,100.00
39	Concrete Fillet Section	65 SY	\$100.00	\$6,500.00
40	Concrete Approach Pavement	131 SY	\$90.00	\$11,790.00
41	Detectable Warning Panels	30 SF	\$100.00	\$3,000.00
42	Storm Separator Basin	1 EA	\$50,000.00	\$50,000.00
43	2'x3' Type B Storm Sewer Inlet	5 EA	\$4,500.00	\$22,500.00
44	4'x6' Type S Storm Sewer Inlet	6 EA	\$6,500.00	\$39,000.00
45	48" Storm Sewer Manhole	1 EA	\$4,500.00	\$4,500.00

South Lake Estates Phase I 41' Street with Curb and Gutter			Engineer's Estimate	
Item #	Description	Quantity	Unit Price	Total Cost
46	60" Storm Sewer Manhole	2 EA	\$5,750.00	\$11,500.00
47	72" Storm Sewer Manhole	3 EA	\$8,000.00	\$24,000.00
48	4" Perforated Drain Tile	399 LF	\$29.00	\$11,571.00
49	12" RCP Storm Sewer Pipe	200 LF	\$65.00	\$13,000.00
50	15" RCP Storm Sewer Pipe	149 LF	\$70.00	\$10,430.00
51	18" RCP Storm Sewer Pipe	163 LF	\$75.00	\$12,225.00
52	24" RCP Storm Sewer Pipe	289 LF	\$80.00	\$23,120.00
53	30" RCP Storm Sewer Pipe	1,210 LF	\$130.00	\$157,300.00
54	30"x12" RCP Tee	1 LF	\$2,800.00	\$2,800.00
55	12" RCP Flared End	2 EA	\$1,000.00	\$2,000.00
56	15" RCP Flared End	2 EA	\$1,250.00	\$2,500.00
57	18" RCP Flared End	2 EA	\$1,500.00	\$3,000.00
58	30" RCP Flared End	2 EA	\$1,750.00	\$3,500.00
59	Cap Storm Sewer for Future Expansion	2 EA	\$750.00	\$1,500.00
60	Unclassified Excavation and Embankment	13,130 CY	\$12.00	\$157,560.00
61	Salvage, Stockpile, and Place Topsoil	11,823 CY	\$6.00	\$70,938.00
62	Asphalt Bike Path	70 TN	\$150.00	\$10,500.00
63	Asphalt Surfacing	2,390 TN	\$125.00	\$298,750.00
64	Gravel Base Course	6,530 TN	\$21.00	\$137,130.00
65	Geotextile Fabric	13,653 SY	\$5.00	\$68,265.00
66	Inlet Protection	11 EA	\$100.00	\$1,100.00
67	Type II Erosion Blanket	1,175 SY	\$3.00	\$3,525.00
68	Straw Wattle	60 LF	\$4.00	\$240.00
69	Seed, Fertilize, and Mulch Disturbed Area	37,504 SY	\$2.00	\$75,008.00
70	Traffic Control Signage	42.5 SF	\$10.00	\$425.00
71	Type III Barricades	10 EA	\$200.00	\$2,000.00
72	Traffic Control, Misc.	1 LS	\$10,000.00	\$10,000.00
Subtotal				\$2,453,924.00
South Lake Estates Phase I Alternative A				
Item #	Description	Quantity	Unit Price	Total Cost
1	Core Drill and Connect to Existing Manhole	1 EA	\$10,000.00	\$10,000.00
Subtotal				\$10,000.00
Construction Subtotal				\$2,463,924.00
Contingencies				\$198,076.00
Construction Total				\$2,662,000.00
Design Engineering				\$114,000.00
Bidding Phase Engineering				\$6,000.00
Construction Engineering				\$220,000.00
Legal and Administration				\$39,000.00
Initial Boundary Survey				\$12,000.00
Platting/Vacating				\$15,000.00
Land Costs				
Total				\$3,068,000.00

Ridgeview on Foster Residential Development-Updated Layout

Mitchell, South Dakota

SPN Project No. 15385

PHASE I

Item	Description	Quantity	Unit Price	Total Cost
1	Mobilization	1 LS	\$241,000.00	\$241,000.00
2	Storm Sewer Manhole	4 EA	\$7,815.00	\$31,260.00
3	Storm Sewer Inlet	7 EA	\$5,975.00	\$41,825.00
4	15" RCP Storm Sewer Pipe	290 LF	\$90.50	\$26,245.00
5	18" RCP Storm Sewer Pipe	250 LF	\$101.50	\$25,375.00
6	18" RCP Flared End Section	2 EA	\$1,250.00	\$2,500.00
7	Connect to Existing Storm Sewer	2 EA	\$1,000.00	\$2,000.00
8	Storm Sewer Dissipation	2 EA	\$10,000.00	\$20,000.00
9	6" PVC Water Main	1,770 LF	\$55.00	\$97,350.00
10	6"x1" Service Saddle w/ Corp Stop	31 EA	\$600.00	\$18,600.00
11	14"x1" Service Saddle w/ Corp Stop	8 EA	\$1,000.00	\$8,000.00
12	1" Curb Stop w/ Box	39 EA	\$600.00	\$23,400.00
13	1" Type K Copper Water Service	1,375 LF	\$40.00	\$55,000.00
14	6" MJ Gate Valve w/ Box	8 EA	\$2,100.00	\$16,800.00
15	6" x 6" MJ Tee	3 EA	\$800.00	\$2,400.00
16	Fire Hydrant Assembly	3 EA	\$6,000.00	\$18,000.00
17	14" x 6" Live Tap Tee	3 EA	\$4,000.00	\$12,000.00
18	Street Patch	850 SY	\$121.00	\$102,850.00
19	Sanitary Sewer Manhole	12 EA	\$5,500.00	\$66,000.00
20	8" PVC Sanitary Sewer Main (0-8")	2,350 LF	\$70.00	\$164,500.00
21	4" PVC Sanitary Sewer Service	1,205 LF	\$45.00	\$54,225.00
22	8" x 4" Sanitary Sewer Wye	40 EA	\$350.00	\$14,000.00
23	Connect to Existing Sanitary Sewer Main	1 EA	\$1,600.00	\$1,600.00
24	Sanitary Sewer Force Main	825 LF	\$35.00	\$28,875.00
25	Tracer Wire Box for Sanitary Sewer Service	40 EA	\$250.00	\$10,000.00
26	Sanitary Sewer Lift Station	1 LS	\$450,000.00	\$450,000.00
27	Unclassified Excavation	6,000 CY	\$10.00	\$60,000.00
28	Asphalt Surfacing - 3"	1,550 TN	\$175.00	\$271,250.00
29	Gravel Base Course - 8"	4,300 TN	\$20.50	\$88,150.00
30	Geotextile Fabric Separator	10,200 SY	\$5.00	\$51,000.00
31	Concrete Curb and Gutter	4,950 LF	\$25.00	\$123,750.00
32	Concrete Sidewalk	19,500 SF	\$9.00	\$175,500.00
33	Concrete Fillet Section	104 SY	\$100.00	\$10,400.00
34	Concrete Valley Gutter	27 SY	\$100.00	\$2,700.00
35	Lot Grading	1 LS	\$30,000.00	\$30,000.00
36	Seed, Fertilize and Mulch Disturbed Area	13.5 AC	\$1,850.00	\$24,975.00
37	Erosion Control	1 LS	\$15,000.00	\$15,000.00
38	Traffic Control	1 LS	\$5,000.00	\$5,000.00
39	Incidental Construction	1 LS	\$258,000.00	\$258,000.00
Subtotal				\$2,649,530.00
Contingencies (10%)				\$264,470.00
Construction Total				\$2,914,000.00
Design Engineering				\$99,000.00
Bidding and Contract Documents				\$8,000.00
Plat and Legal Survey				\$18,300.00
Construction Engineering				\$228,000.00
Administration and Legal				\$60,000.00
Total Project Cost				\$3,327,300.00

Ridgeview on Foster Residential Development-Updated Layout
 Mitchell, South Dakota
 SPN Project No. 15385

PHASE II

Item	Description	Quantity	Unit Price	Total Cost
1	Mobilization	1 LS	\$64,000.00	\$64,000.00
2	6" Water Main	625 LF	\$55.00	\$34,375.00
3	6"x1" Corp Stop w/ Service Saddle	18 EA	\$600.00	\$10,800.00
4	1" Curb Stop w/ Box	18 EA	\$600.00	\$10,800.00
5	1" Type K Copper Water Service	600 LF	\$40.00	\$24,000.00
6	6" Gate Valve w/ Box	2 EA	\$2,100.00	\$4,200.00
7	6" x 6" MJ Tee	1 EA	\$800.00	\$800.00
8	Fire Hydrant Assembly	1 EA	\$6,000.00	\$6,000.00
9	14" x 6" Live Tap Tee	1 EA	\$4,000.00	\$4,000.00
10	Street Patch	125 SY	\$121.00	\$15,125.00
11	Sanitary Sewer Manhole	1 EA	\$5,000.00	\$5,000.00
12	8" PVC Sanitary Sewer Main (0-8')	600 LF	\$70.00	\$42,000.00
13	4" PVC Sanitary Sewer Service	600 LF	\$45.00	\$27,000.00
14	8" x 4" Sanitary Sewer Wye	18 EA	\$350.00	\$6,300.00
15	Connect to Existing Sanitary Sewer Main	1 EA	\$1,600.00	\$1,600.00
16	Tracer Wire Box for Sanitary Sewer Service	18 EA	\$250.00	\$4,500.00
17	Remove and Dispose Asphalt Pavement	11,700 SY	\$10.00	\$117,000.00
18	Unclassified Excavation	1,200 CY	\$10.00	\$12,000.00
19	Asphalt Surfacing - 3"	370 TN	\$175.00	\$64,750.00
20	Gravel Base Course - 8"	1,100 TN	\$20.50	\$22,550.00
21	Geotextile Fabric Separator	2,400 SY	\$5.00	\$12,000.00
22	Concrete Curb and Gutter	1,160 LF	\$25.00	\$29,000.00
41	Concrete Sidewalk	5,000 SF	\$9.00	\$45,000.00
23	Concrete Fillet Section	20 SY	\$100.00	\$2,000.00
24	Concrete Valley Gutter	27 SY	\$100.00	\$2,700.00
25	Lot Grading	1 LS	\$10,000.00	\$10,000.00
26	Seed, Fertilize and Mulch Disturbed Area	18,500 SY	\$2.00	\$37,000.00
27	Erosion Control	1 LS	\$5,000.00	\$5,000.00
28	Traffic Control	1 LS	\$7,000.00	\$7,000.00
29	Incidental Construction	1 LS	\$68,000.00	\$68,000.00
Subtotal				\$694,500.00
Contingencies (10%)				\$69,500.00
Construction Total				\$764,000.00
Design Engineering				\$25,000.00
Bidding and Contract Documents				\$0.00
Plat and Legal Survey				\$0.00
Construction Engineering				\$76,000.00
Administration and Legal				\$20,000.00
Total Project Cost				\$885,000.00
TOTAL PROJECT COSTS PHASE I AND II				\$4,212,300.00

SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"

It is assumed, for purposes of this Plan, that twelve (12) single-family residences will be constructed in Year 1 of the TIF; twelve (12) single-family residences will be constructed in Year 2 of the TIF; twelve (12) single-family residences will be constructed in Year 3 of the TIF; ten (10) single-family residences will be constructed in Year 4 of the TIF; twelve (12) single-family residences will be constructed in Year 5 of the TIF; eight (8) single-family residences will be constructed in Year 6 of the TIF; and three (3) single-family residences will be constructed in Year 7 of the TIF, for a total of sixty-nine (69) single-family residences.

Actual valuation shall depend upon the value determined by the Davison County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections is estimated to be at the maximum range of \$5,509,900 covering a span of captured tax years not to exceed twenty (20). Collection is anticipated to begin in 2027, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions:

Taxing Districts	Levy (\$ per 1000)
Davison County	\$4.5328
Mitchell School District	\$7.442
City of Mitchell	\$3.5199
JR Water	\$0.058
Total Tax Levy	\$15.5527

Using the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that, in addition to the SDHDA grant and monies paid by Developer from lot sales, can be utilized to retire debt that will be created as a result of implementing the Project Plan.

See Tables on Pages 29-32.

SCHEDULE 3 - "FISCAL IMPACT STATEMENT"

FISCAL IMPACT STATEMENT - TAX INCREMENT DISTRICT NUMBER 36

INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-16(4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the district.

DEFINITIONS

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Mitchell Tax Increment District Number 36.

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

ASSUMPTIONS:

1. The property will have improvements which at completion will be valued for taxable purposes at a minimum of \$20,486,280.
2. The average tax levy of all taxing districts will be \$15.5527 per thousand dollars of taxable valuation (2024).
3. Tax increment will start to be collected in 2026 and end in or prior to 2043.
4. The discretionary formula will be waived by the Developer as well as any property owner located within the TIF District.

FISCAL IMPACT:

The total fiscal impact upon the taxing entities during the term of the Tax Increment District will be an estimated \$5,509,900. There will be no fiscal impact for the first year of the Tax Increment District.

FISCAL IMPACT

The total fiscal impact upon the taxing entities during the term of the Tax Increment District is as follows:

Valuation Assumptions	Base Full/True Value	Increase	Positive Increment
Real Property	\$529,412	0	
Additional Improvements		\$21,510,280	
Total Positive Increment		\$21,510,280	\$21,510,280

SCHEDULE 4 – “ECONOMIC FEASIBILITY STUDY”

The City of Mitchell has been approached by the Developer, a nonprofit corporation with the sole purpose of developing and refurbishing Affordable Housing in Mitchell, South Dakota, concerning the creation of a tax increment district to be located within the City of Mitchell, South Dakota. The Project will consist of an Affordable Housing Project located on two tracts of land, with one tract containing thirty-seven (37) lots and the other tract containing thirty-two (32) lots within the TIF boundaries. Of the thirty-two (32) residential lots, only twenty-three (23) lots are currently depicted on the various map exhibits included in this Plan; an additional nine (9) lots will be platted out of the existing Block 2-A.

The purpose of the development is to develop a single-family home development consisting of a total of sixty-nine (69) single-family residential housing units. All new homes built in the TIF area shall be built as “single family affordable housing”, and will have an original selling price at or below the first-time home buyer’s purchase price limit being utilized by the South Dakota Housing Development Authority at the time of the sale of a home or completion of initial construction. The intent of the Project is to create new, affordable homeownership opportunities for the City of Mitchell, South Dakota, as there is a shortage of such housing in the City of Mitchell. The Developer will, prior to the sale of the first lot in each of the two Developments, cause covenants to be placed on the 69 lots to be developed by Developer, incorporating the requirement that all homes constructed on the all lots located within the TIF boundaries shall have an assessed value, upon completion of the construction or an original purchase price of the house and lot, to include the value of the real estate and the home, at or below the first-time home buyer’s purchase price limits for Mitchell, South Dakota being used by the South Dakota Housing Development Authority at the time of completion of a home’s construction.

The Developer has indicated that the project is not feasible without the assistance of the Tax Increment District. This is a “but for” type of tax increment district financing. The project will not proceed further and within a reasonable time frame “but for” the assistance from the City through the creation of a tax increment district for the project. With the assistance of a TIF, the project will be able to be built out much quicker and provide the affordable workforce housing sooner (as it is needed now) than having the project built out over a 15-year-plus time period, if at all. TIF proceeds will not pay all of the costs of the Project. The Developer has procured grants from the South Dakota Housing Development Authority and a HUD grant. The Developer will also allocate a portion of lot sales towards the total project costs. The balance of outstanding project costs, approximately \$3.5 million, will be financed through various lenders.

The City has made it clear that City funding for these public improvements must be supported by the tax revenues generated by the Project, and not by the general revenues of the City. The vehicle through which this can be accomplished is through tax increment financing under the South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tools used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City.

The estimated increment resulting from the improvements would be up to the sum of \$5,510,160 if the TIF were to stay in existence for the full 20 years, as evidenced by the Tables on pages 29-32.

Revenue Assumptions / Feasibility Study

Levies are based on 2023 payable in 2024

Construction Year	Valuation Year	Revenue Year	300K Purchase Price Units Built (Total)	Valuation Increments	Valuation Total	Davison County	City of Mitchell	JR	Mitchell School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2025	2026	2027	4	\$ 1,095,600.00	\$ 1,095,600.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 17,039.54	\$ 17,039.54
2026	2027	2028	4 (8)	\$ 1,095,600.00	\$ 2,191,200.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 34,079.08	\$ 51,118.61
2027	2028	2029	4 (12)	\$ 1,095,600.00	\$ 3,286,800.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 51,118.61	\$ 102,237.23
2028	2029	2030	2 (14)	\$ 547,800.00	\$ 3,834,600.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 161,875.61
2029	2030	2031				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 221,514.00
2030	2031	2032				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 281,152.38
2031	2032	2033				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 340,790.76
2032	2033	2034				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 400,429.15
2033	2034	2035				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 460,067.53
2034	2035	2036				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 519,705.91
2035	2036	2037				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 579,344.30
2036	2037	2038				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 638,982.68
2037	2038	2039				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 698,621.06
2038	2039	2040				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 758,259.45
2039	2040	2041				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 817,897.83
2040	2041	2042				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 877,536.21
2041	2042	2043				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 937,174.60
2042	2043	2044				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 996,812.98
2043	2044	2045				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 59,638.38	\$ 1,056,451.36
2044	2045	-											
2045	-	-											

Owner Occupied
True & Full Value \$ 300,000.00
Tax Assessed Value \$ 273,900.00

Assumptions:

* Assumes Mill Levies remain constant for the duration of the TIF

Notes:

These numbers are for projection purposes only and do not reflect what the actual number(s) may be.
The projection numbers are based on assumptions provided by the developer.

Revenue Assumptions / Feasibility Study

Levies are based on 2023 payable in 2024

Construction Year	Valuation Year	Revenue Year	330K Purchase Price Units Built (Total)	Valuation Increments	Valuation Total	Davison County	City of Mitchell	JR	Mitchell School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2025	2026	2027	3 (3)	\$ 903,870.00	\$ 903,870.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 14,057.62	\$ 14,057.62
2026	2027	2028	3 (6)	\$ 903,870.00	\$ 1,807,740.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 28,115.24	\$ 42,172.86
2027	2028	2029	4 (10)	\$ 1,205,160.00	\$ 3,012,900.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 46,858.73	\$ 89,031.59
2028	2029	2030	4 (14)	\$ 1,205,160.00	\$ 4,218,060.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 65,602.22	\$ 154,633.81
2029	2030	2031	4 (18)	\$ 1,205,160.00	\$ 5,423,220.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 84,345.71	\$ 238,979.52
2030	2031	2032	3 (21)	\$ 903,870.00	\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 337,382.85
2031	2032	2033			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 435,786.19
2032	2033	2034			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 534,189.52
2033	2034	2035			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 632,592.85
2034	2035	2036			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 730,996.19
2035	2036	2037			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 829,399.52
2036	2037	2038			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 927,802.85
2037	2038	2039			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 1,026,206.18
2038	2039	2040			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 1,124,609.52
2039	2040	2041			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 1,223,012.85
2040	2041	2042			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 1,321,416.18
2041	2042	2043			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 1,419,819.51
2042	2043	2044			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 1,518,222.85
2043	2044	2045			\$ 6,327,090.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 98,403.33	\$ 1,616,626.18
2044	2045	-											
2045	-	-											

Owner Occupied
True & Full Value \$ 330,000.00
Tax Assessed Value \$ 301,290.00

Assumptions:

* Assumes Mill Levies remain constant for the duration of the TIF

Notes:

These numbers are for projection purposes only and do not reflect what the actual number(s) may be.
The projection numbers are based on assumptions provided by the developer.

Revenue Assumptions / Feasibility Study

Levies are based on 2023 payable in 2024

Construction Year	Valuation Year	Revenue Year	340K Purchase Price Units Built (Total)	Valuation Increments	Valuation Total	Davison County	City of Mitchell	JR	Mitchell School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2025	2026	2027				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ -	\$ -
2026	2027	2028				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ -	\$ -
2027	2028	2029				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ -	\$ -
2028	2029	2030				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ -	\$ -
2029	2030	2031	4 (4)	\$ 1,241,680.00	\$ 1,241,680.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 19,311.48	\$ 19,311.48
2030	2031	2032	1 (5)	\$ 310,420.00	\$ 1,552,100.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 43,450.82
2031	2032	2033				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 67,590.17
2032	2033	2034				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 91,729.51
2033	2034	2035				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 115,868.86
2034	2035	2036				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 140,008.20
2035	2036	2037				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 164,147.55
2036	2037	2038				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 188,286.90
2037	2038	2039				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 212,426.24
2038	2039	2040				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 236,565.59
2039	2040	2041				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 260,704.93
2040	2041	2042				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 284,844.28
2041	2042	2043				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 308,983.62
2042	2043	2044				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 333,122.97
2043	2044	2045				0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 24,139.35	\$ 357,262.32
2044	2045	-											
2045	-	-											

Owner Occupied
True & Full Value \$ 340,000.00
Tax Assessed Value \$ 310,420.00

Assumptions:
* Assumes Mill Levies remain constant for the duration of the TIF

Notes:
These numbers are for projection purposes only and do not reflect what the actual number(s) may be.
The projection numbers are based on assumptions provided by the developer.

Revenue Assumptions / Feasibility Study

Levies are based on 2023 payable in 2024

Construction Year	Valuation Year	Revenue Year	370K Purchase Price Units Built (Total)	Valuation Increments	Valuation Total	Davison County	City of Mitchell	JR	Mitchell School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2025	2026	2027	5	\$ 1,689,050.00	\$ 1,689,050.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 26,269.29	\$ 26,269.29
2026	2027	2028	5 (10)	\$ 1,689,050.00	\$ 3,378,100.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 52,538.58	\$ 78,807.86
2027	2028	2029	4 (14)	\$ 1,351,240.00	\$ 4,729,340.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 73,554.01	\$ 152,361.87
2028	2029	2030	4 (18)	\$ 1,351,240.00	\$ 6,080,580.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 94,569.44	\$ 246,931.31
2029	2030	2031	4 (22)	\$ 1,351,240.00	\$ 7,431,820.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 115,584.87	\$ 362,516.17
2030	2031	2032	4 (26)	\$ 1,351,240.00	\$ 8,783,060.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 136,600.30	\$ 499,116.47
2031	2032	2033	3 (29)	\$ 1,013,430.00	\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 651,478.34
2032	2033	2034			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 803,840.21
2033	2034	2035			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 956,202.08
2034	2035	2036			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 1,108,563.95
2035	2036	2037			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 1,260,925.82
2036	2037	2038			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 1,413,287.69
2037	2038	2039			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 1,565,649.56
2038	2039	2040			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 1,718,011.43
2039	2040	2041			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 1,870,373.30
2040	2041	2042			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 2,022,735.17
2041	2042	2043			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 2,175,097.04
2042	2043	2044			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 2,327,458.91
2043	2044	2045			\$ 9,796,490.00	0.0035199	0.0045328	0.000058	0.007442	0.0155527	0.913	\$ 152,361.87	\$ 2,479,820.78
2044	2045	-											
2045	-	-											

Owner Occupied
True & Full Value \$ 370,000.00
Tax Assessed Value \$ 337,810.00

Construction Year			House Built		Revenue by Year	
2025	Year 1	12			2027	\$ 57,366.45
2026	Year 2	12			2028	\$ 114,732.89
2027	Year 3	12			2029	\$ 171,531.35
2028	Year 4	10			2030	\$ 219,810.04
2029	Year 5	12			2031	\$ 278,880.44
2030	Year 6	8			2032	\$ 318,781.36
2031	Year 7	3			2033	\$ 334,542.93
2032	Year 8	0			2034	\$ 334,542.93
2033	Year 9	0			2035	\$ 334,542.93
2034	Year 10	0			2036	\$ 334,542.93
2035	Year 11	0			2037	\$ 334,542.93
2036	Year 12	0			2038	\$ 334,542.93
69					2039	\$ 334,542.93
					2040	\$ 334,542.93
					2041	\$ 334,542.93
					2042	\$ 334,542.93
					2043	\$ 334,542.93
					2044	\$ 334,542.93
					2045	\$ 334,542.93
						\$ 5,510,160.64

Assumptions:
* Assumes Mill Levies remain constant for the duration of the TIF

Notes:
These numbers are for projection purposes only and do not reflect what the actual number(s) may be.
The projection numbers are based on assumptions provided by the developer.

SCHEDULE 5 – “ECONOMIC DEVELOPMENT STUDY”

SECTION 1- INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within the City of Mitchell, Davison County, South Dakota. In order to determine whether a tax increment district (TID) may be created, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, affordable housing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district. This Schedule will address Economic Development through the development of an Affordable Housing Project within the City of Mitchell city limits.

SECTION 2 - STUDY AREA BOUNDARY/FINDING OF BLIGHT

The Study area is described as the area depicted on the map attached to this Project Plan as Attachment 2 and includes the legal descriptions set forth within this Project Plan. The TIF district currently has no site improvements. Open areas such as these within the City limits of the City of Mitchell substantially impair and arrest the sound growth of the City as defined by SDCL 11-9-11, which provides an open area as blighted. A factor keeping this area from being fully developed is the cost of public infrastructure. The approval of this TIF will provide a way for the Developer to provide the required infrastructure improvements for the South Dakota Development, which could not be done without the TIF. The TIF will also allow the Developer to sell the lots in South Lake Development for less, using a portion of lot sales to apply to the costs of developing the Project, thus making the area amenable to Affordable Housing.

SECTION 3 - ESTABLISHING AFFORDABLE HOUSING CRITERIA

Developer will develop, on behalf of Mitchell Area Development Corporation, a nonprofit development corporation which has received a gift of real estate consisting of thirty-two (32) lots located in the Ridgeview Development. Additionally, Developer has received by gift and is holding options to purchase real estate consisting of thirty-seven (37) lots located in an area known as South Lake Project and real estate in Mitchell, South Dakota. Developer will develop the Project areas into two affordable housing developments. The total Project will consist of up to sixty-nine (69) residential dwelling units. All homes built in the Project shall be built to comply as “single-family affordable housing,” all having an original selling price/construction price, to include the real estate cost and construction cost, at or below the first-time home buyer’s purchase price limits for Mitchell, South Dakota being used by the South Dakota Housing Development Authority at the time of initial sale/initial construction of each housing unit. The intent of the Projects is to create new, affordable homeownership opportunities for the City of Mitchell, South Dakota to offer to new and existing residents.

Section 4 - Finding That the Improvements to the Area are Likely to Enhance Significantly the Value of Substantially All of the Other Real Property in the District

The primary goal of the TID is to provide additional Affordable Housing by developing a project to be constructed upon real property located within the TID boundaries, to complete site preparation and public infrastructure necessary to serve the real property located within the TID boundaries to include internal streets.

The TID area consists of sixty-nine (69) undeveloped lots within the corporate city limits of the City. The completion of the Affordable Housing development will allow for the creation of new jobs and the retention of existing jobs and develop not only the general economic welfare and prosperity of the City of Mitchell, but also of the State of South

Dakota through promotion and advancement of commercial and industrial business. Developer will cause a set of covenants to be placed against all of the undeveloped lots located within the TIF boundaries to assure that Affordable Housing guidelines are followed for all first-time sales of homes/construction of homes in the 37 undeveloped lots in the TIF boundaries.

The Developer was formed in February of 2022 to carry out the mission of facilitating home ownership in Mitchell where the availability of lower cost homes is extremely short. As a result of this shortage, the starter level workforce is squeezed out of owning their own home and tend not to come to or stay in Mitchell for a long term.

Mitchell has been a leader in many areas of industry, but in the 2010-2020 decade grew by the smallest percentage of all the eastern South Dakota cities. This served as a wake-up that Mitchell needed to do something to increase the number of affordable homes. There have been very few built in the last decade, as the builders we have are busy building homes in the \$400,000+ range and there were no builders with a desire or time to build in this lower price range.

In addition, the large increase in building costs during the past two years has decreased the buying power of individual looking to purchase a new home, creating even more challenges to meet our need of affordable housing. It will be very difficult to produce housing that is truly affordable without the TIF to help pay the cost of the infrastructure portion of the project.

Augustana University research published a housing study for the City of Mitchell in August of 2022. They have determined that in Mitchell, there is a need for 34-42 homes per year to be built to accommodate the 65 new jobs per year. The last two years, Mitchell has built 17-20 homes, so this is the main reason Mitchell has only 4-10 homes on the market in this lower price range.

The study found Mitchell's existing housing stock to be generally old—29% of the units were built before 1940, emphasizing the need for more new homes to provide options to allow us to grow the workforce in Mitchell.

The study also predicts that the number of people in their 30s and 40s will grow the most and will grow the need for more affordable housing.

The extremely low vacancies in owner-occupied homes reflects the need to focus on providing more affordable homes in this range that will enable newcomers to come to Mitchell for employment. If they are not able to find a home, they will pass over Mitchell and go to one of the other similar-sized cities, as all cities have employment available for newcomers.

The study also recommends new construction incentives including reduced lot prices and local government-provided infrastructure which we are proposing with the use of this TIF to assist in the payment of the infrastructure costs.

Using the guidance of HAPI in Aberdeen, Developer has begun with the intention of finding infill lots and ordering a few governor's homes to create some opportunities for lower-costs homes, and has discovered that lots in the core of Mitchell were not readily available. Developer started to think on a larger scale.

Charles J. Mauszycki, Sr., of CJM Consulting, Inc. ("CJM") has proposed and made a gift to the Developer of 23 lots in the South Lake parcel for the development of affordable housing, along an area of existing owned lots. As a result of this gift and the Avera Queen of Peace Hospital gift of real property (within the Ridgeview Development) to Mitchell Area Development Corporation, the Developer can build affordable homes in both areas by opening the developments with the installation of the infrastructure and streets.

Developer's plan is to purchase an additional nine lots from CJM to have a total of 32 lots from CJM. Developer also has an option of purchasing five additional lots located in the proposed TIF boundaries, bringing the total lots

available to build upon to 37 for the South Lake Development. The Ridgeview Development will contain thirty-two (32) lots for a project total of sixty-nine (69) lots. The TIF funds will only be utilized in the South Lake Development as Developer, through the gift by Avera Queen of Peace Hospital and grants, will have funds available to build the infrastructure in the Ridgeview Development.

Section 5 - Conditions within the Study Area; Land Use and Planning

Land Use and Planning

Comprehensive Plan

The proposed use of the district is consistent with the City of Mitchell Comprehensive Plan.

SECTION 6 - FINDINGS WITHIN THE STUDY AREA ANALYSIS

In accordance with state law, it is found that not less than fifty percent (50%) by area of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources by increasing the number of Affordable Housing single family homes in Mitchell, Davison County area, as well as creating new employment opportunities and retaining existing jobs for the Mitchell area, and it is found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accord with SDCL 11-9-8(1) and (2).

The Mitchell Republic published an article on November 27th, 2023. Therein, it was reported that Trail King could hire up to 30 welders any day of the week, but the lack of housing prevents Trail King from doing so. Trail King's current shortage of workforce has extended their products' wait time from six months to one year.

Additionally, it was reported that Toshiba needs additional workforce in its printer toner division. Performance Pet Products, the nation's second-largest maker of wet pet food, also needs people. So do Enertech, which manufactures geothermal energy systems, and Boyd's Gunstocks.

ATTACHMENT 1

LEGAL DESCRIPTION OF REAL PROPERTY

LOTS 3 THROUGH 6, BLOCK 14 AND LOTS 8 THROUGH 10, BLOCK 15 OF INDIAN HEAD THIRD ADDITION TO THE CITY OF MITCHELL;

LOTS 22 THROUGH 46, BLOCK 5 AND LOTS 1 THROUGH 5, BLOCK 6 OF SOUTH LAKE ESTATES SUBDIVISION TO THE CITY OF MITCHELL;

THAT PORTION OF SOUTH HARMON DRIVE R-O-W THAT ALIGNS WITH DAKOTA AVENUE R-O-W EXTENDED;

THAT PORTION OF DAKOTA AVENUE R-O-W LYING BETWEEN THE WESTERLY R-O-W OF SOUTH HARMON DRIVE AND THE EASTERLY R-O-W OF INDIAN HEAD DRIVE;

THAT PORTION OF INDIAN HEAD DRIVE R-O-W THAT ALIGNS WITH THE NORTHERLY R-O-W OF DAKOTA AVENUE AND EXTENDS TO THE NORTH PROPERTY LINE OF BLOCK 15 OF INDIAN HEAD THIRD ADDITION; THENCE WESTERLY CONTINUING ALONG AND INCLUDING THAT PORTION OF INDIAN HEAD DRIVE R-O-W TO THE INTERSECTION OF THE EAST R-O-W OF NORTH OHLMAN STREET;

THAT PORTION OF NORTH OHLMAN STREET R-O-W FROM A POINT THAT IS PERPENDICULAR TO THE NORTH PROPERTY LINE OF LOT 46, BLOCK 5 OF SOUTH LAKE ESTATES SUBDIVISION, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF INDIAN VILLAGE ROAD;

THAT PORTION OF INDIAN VILLAGE ROAD R-O-W LYING BETWEEN THE EAST R-O-W OF NORTH OHLMAN STREET AND THE NORTH R-O-W OF WEST 23RD AVENUE;

THAT PORTION OF WEST / EAST 23RD AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF INDIAN VILLAGE ROAD, THENCE EAST TO A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH KIMBALL STREET;

THAT PORTION OF NORTH KIMBALL STREET R-O-W FROM A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF EAST 23RD AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE;

THAT PORTION OF EAST 11TH AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH KIMBALL STREET, THENCE EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH FOSTER STREET;

THAT PORTION OF NORTH FOSTER STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF NAGLE LANE;

THAT PORTION OF NAGLE LANE R-O-W FROM A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH FOSTER STREET, THENCE EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH CALHOUN STREET;

THAT PORTION OF NORTH CALHOUN STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF NAGLE LANE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF BRIDLE DRIVE;

THAT PORTION OF PEACE PLACE R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF NAGLE LANE, THENCE NORTH AND EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NURSIA DRIVE;

THAT PORTION OF NURSIA DRIVE R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF NAGLE LANE, THENCE NORTH TO A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 8TH AVENUE;

LOTS 11 THROUGH 17, BLOCK 1; BLOCK 2; LOTS 1 THROUGH 4, BLOCK 3; AND LOTS 1 THROUGH 13, BLOCK 5, ALL IN RIDGE VIEW ON FOSTER ADDITION TO THE CITY OF MITCHELL.

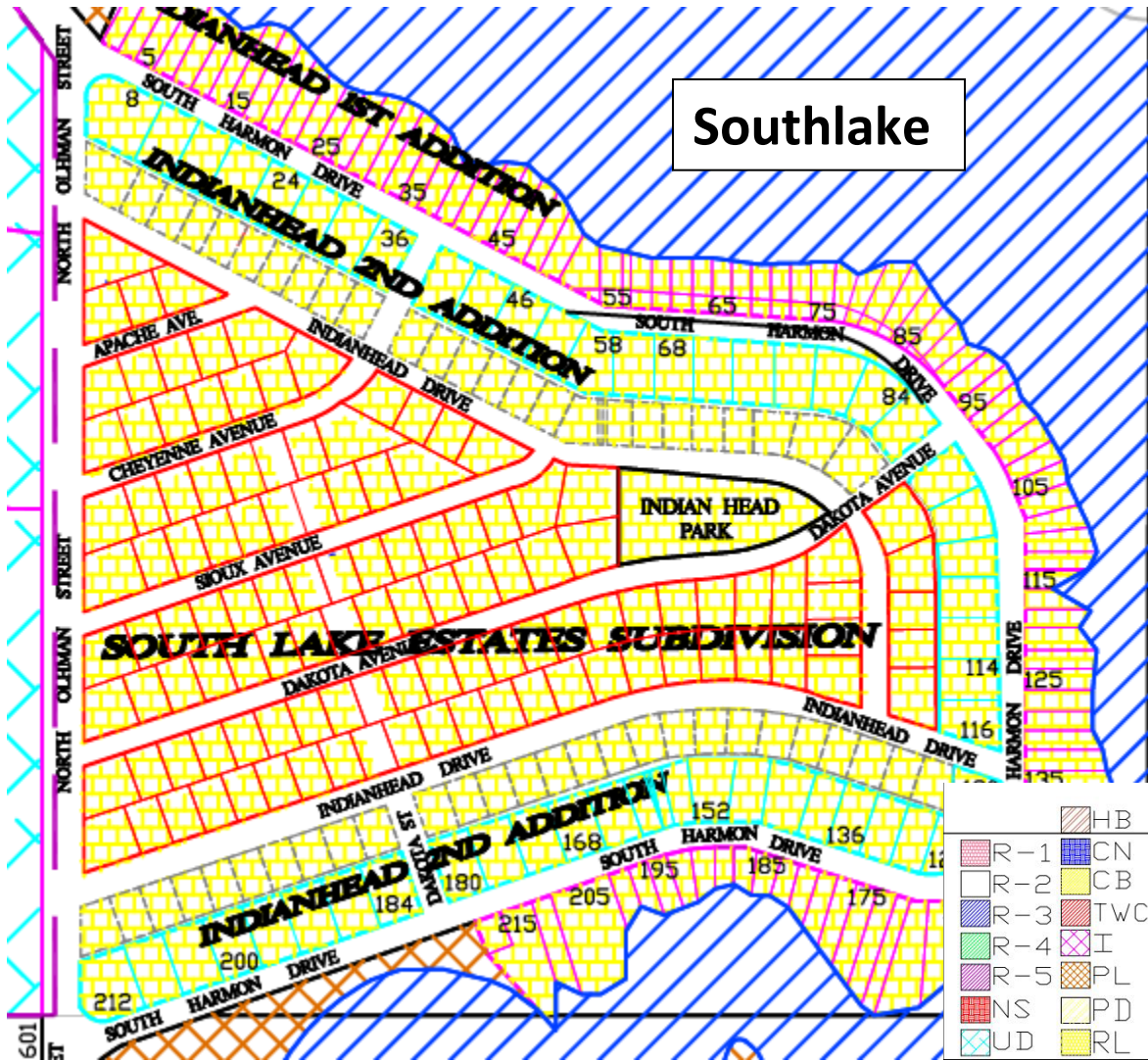
ATTACHMENT 2

MAP OF REAL PROPERTY/IMPROVEMENTS

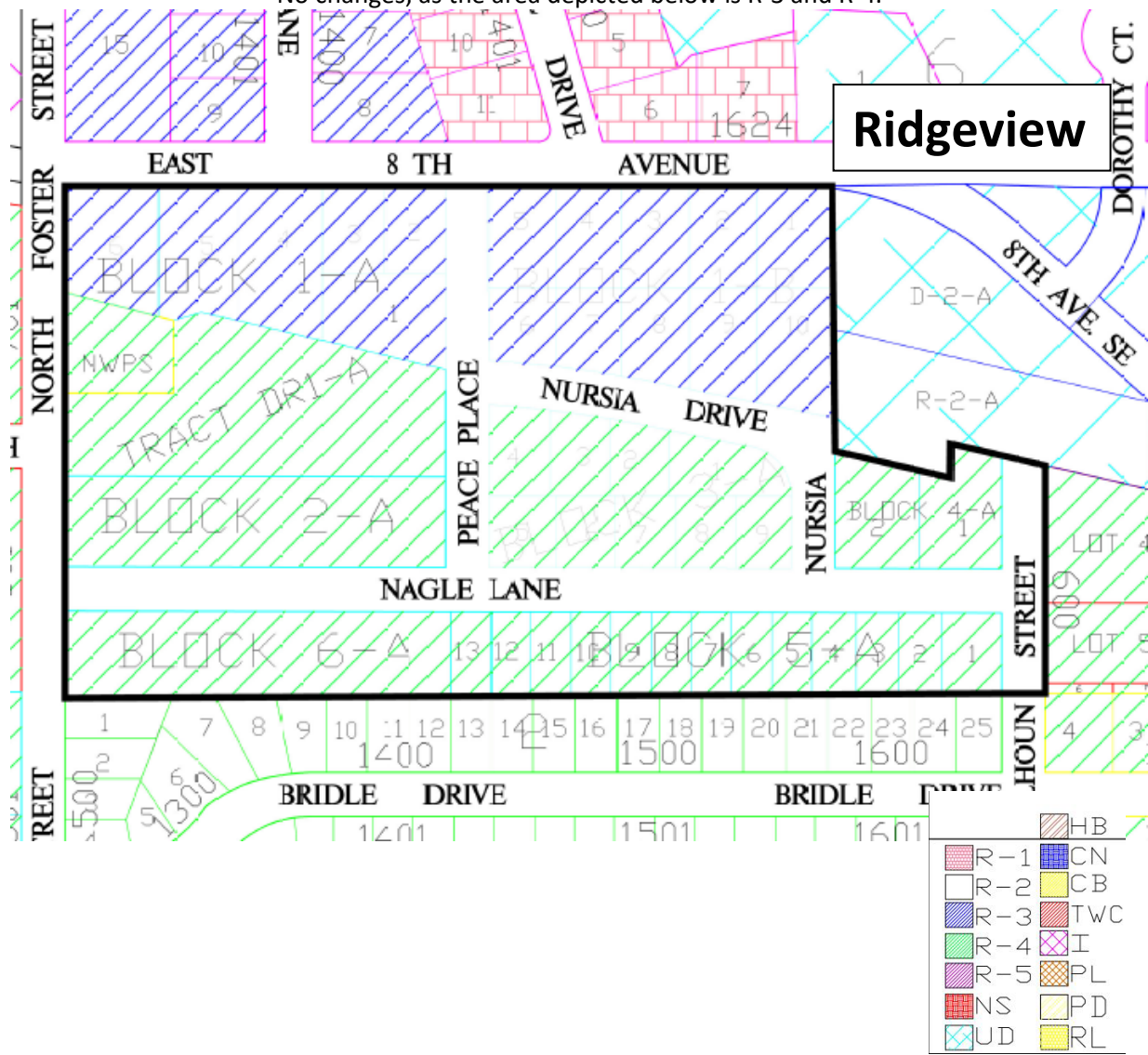


ATTACHMENT 3
LIST OF PROPOSED CHANGES IN ZONING ORDINANCES

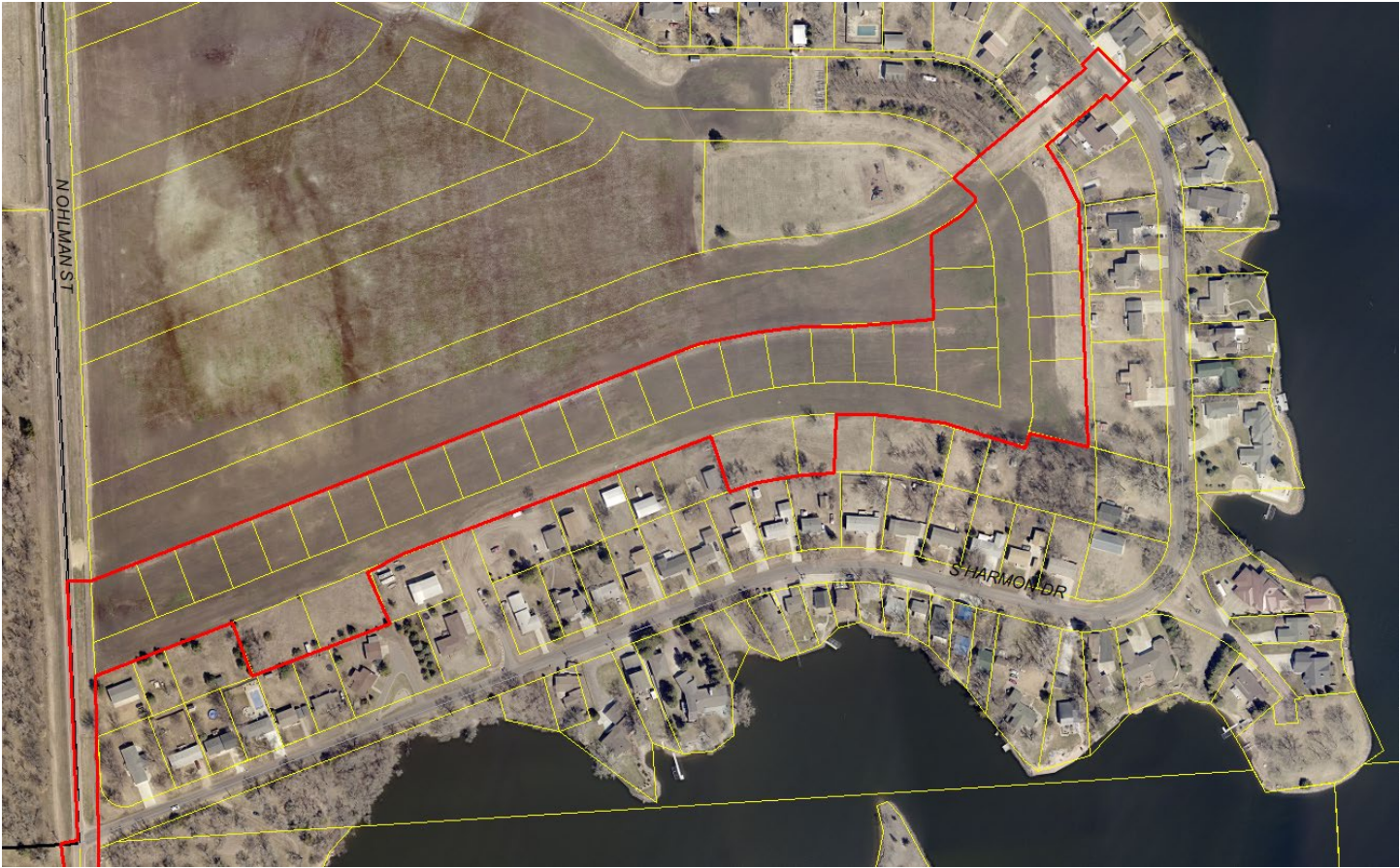
No changes, as the area depicted below is zoned Lake Residential.

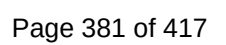


No changes, as the area depicted below is R-3 and R-4.



SOUTH LAKE





NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City of Mitchell Planning Commission will conduct a public hearing and acted upon in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 12:00 pm (noon) on June 24, 2024 in regards to a proposed project plan and the establishment of boundaries for the proposed tax increment financing district known as City of Mitchell Tax Incremental District Number Thirty-six (36).

The following real property is to be included in this district and is legally described as follows:

LOTS 3 THROUGH 6, BLOCK 14, AND VACATED ALLEY ABBUTTING, AND LOTS 8 THROUGH 10, BLOCK 15, AND VACATED ALLEY ABBUTTING, OF INDIAN HEAD THIRD ADDITION TO THE CITY OF MITCHELL;

LOTS 22 THROUGH 46, BLOCK 5 AND LOTS 1 THROUGH 5, BLOCK 6 OF SOUTH LAKE ESTATES SUBDIVISION TO THE CITY OF MITCHELL;

THAT PORTION OF SOUTH HARMON DRIVE R-O-W THAT ALIGNS WITH DAKOTA AVENUE R-O-W EXTENDED;

THAT PORTION OF DAKOTA AVENUE R-O-W LYING BETWEEN THE WESTERLY R-O-W OF SOUTH HARMON DRIVE AND THE EASTERLY R-O-W OF INDIAN HEAD DRIVE;

THAT PORTION OF INDIAN HEAD DRIVE R-O-W THAT ALIGNS WITH THE NORTHERLY R-O-W OF DAKOTA AVENUE AND EXTENDS TO THE NORTH PROPERTY LINE OF BLOCK 15 OF INDIAN HEAD THIRD ADDITION; THENCE WESTERLY CONTINUING ALONG AND INCLUDING THAT PORTION OF INDIAN HEAD DRIVE R-O-W TO THE INTERSECTION OF THE EAST R-O-W OF NORTH OHLMAN STREET;

THAT PORTION OF NORTH OHLMAN STREET R-O-W WITHIN CITY LIMITS FROM A POINT THAT IS PERPENDICULAR TO THE NORTH PROPERTY LINE OF LOT 46, BLOCK 5 OF SOUTH LAKE ESTATES SUBDIVISION, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF INDIAN VILLAGE ROAD;

THAT PORTION OF INDIAN VILLAGE ROAD R-O-W LYING BETWEEN THE EAST R-O-W OF NORTH OHLMAN STREET AND THE NORTH R-O-W OF WEST 23RD AVENUE;

THAT PORTION OF WEST / EAST 23RD AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF INDIAN VILLAGE ROAD, THENCE EAST TO A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH KIMBALL STREET;

THAT PORTION OF NORTH KIMBALL STREET R-O-W FROM A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF EAST 23RD AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE;

THAT PORTION OF EAST 11TH AVENUE R-O-W FROM A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH KIMBALL STREET, THENCE EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH FOSTER STREET;

THAT PORTION OF NORTH FOSTER STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF EAST 11TH AVENUE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF NAGLE LANE;

THAT PORTION OF NAGLE LANE R-O-W FROM A POINT THAT ALIGNS WITH THE EAST R-O-W OF NORTH FOSTER STREET, THENCE EAST TO A POINT THAT ALIGNS WITH THE WEST R-O-W OF NORTH CALHOUN STREET;

THAT PORTION OF NORTH CALHOUN STREET R-O-W FROM A POINT THAT ALIGNS WITH THE NORTH R-O-W OF NAGLE LANE, THENCE SOUTH TO A POINT THAT ALIGNS WITH THE SOUTH R-O-W OF BRIDLE DRIVE;

ALL OF PEACE PLACE R-O-W LOCATED BETWEEN NAGLE LANE R-O-W AND EAST 8TH AVENUE R-O-W;

ALL OF NURSIA DRIVE R-O-W LOCATED BETWEEN NAGLE LANE R-O-W AND PEACE PLACE R-O-W; and

LOT 6, BLOCK 1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; AND LOTS 1 THROUGH 13, BLOCK 5-A; ALL IN RIDGE VIEW ON FOSTER ADDITION TO THE CITY OF MITCHELL.

At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed creation of the Tax Incremental District and its proposed boundaries. The project plan may be viewed on the city's website at www.cityofmitchellsd.gov. Following such hearing, the matter will be heard and acted upon by the Mitchell City Council on July 1, 2024 at 6:00 pm in the City Hall Council Chambers.

Dated this 6th day of June, 2024.

Michelle Bathke – Finance Officer

Published once: 12th day of June, 2024

Approximate publication cost: _____

TO: Mayor Jordan Hanson
City Council Members

FROM: Stephanie Ellwein, City Administrator
RE: Current Status of City TIFs as of 06/26/2024

The City of Mitchell has approved 32 Tax increment financing districts from 1995-2024. The total increase to taxable value in the City of Mitchell from these TIFS is over \$97,823,222 (this does not include the increment for TIF 1, 2, or 4 which are not available on the DOR report website). As of December 31, 2023 \$12,368,295 of financing has been provided towards projects that resulted in the \$97,823,222 increased assessed value.

Active TIFs: Of the 28 approved TIFS, 15 are still active in the City of Mitchell. The Active TIFs have brought \$35,535,252 of additional Tax Value to the City of Mitchell. TIFs 26-31 were issued as grants, and do not count towards constitutional debt.

Of the 13 districts that are no longer active, 11 were dissolved early.

TIF 1	Westview Addition	16 years
TIF 2	Patzer Woodworking	10 years
TIF 4	AKG Midwest	10 years
TIF 5	Iverson	13 years
TIF 7	Commerce Street	18 years
TIF 10	MADC Business Park	11 years
TIF 11	Hunt Fabrication	13 years
TIF 13	MTI	10 years
TIF 15	ProBuild	10 years
TIF 17	Woods Addition	8 years
TIF 18	Starlight Estates	10 years

In addition, 5 applications for TIFs were never implemented.

TIF 3 VOIDED
TIF 6 VOIDED
TIF 12 VOIDED
TIF 22 (Kustom Cycle) (was dissolved to finance via SRF & with EDA grant)
TIF 25 (Avera Housing- request by applicant)

Overlapping TIF Districts

The City has one remaining overlapping TIF districts. The developer's agreement on this overlap is that the "new increment" on the new construction goes toward TIF 23.



Current Active TIFS (as of 06/26/2024)

TIF 8: Highland Conference Center



Established:	2006
Maturity Date:	2026
Approved in TIF:	\$2,150,000
Total Paid (P +I):	\$3,120,648
Base Value:	\$6,002,565
Current Value:	\$15,079,698
Current Increment (to date):	\$9,077,133

TIF 9: Vantage Point



Established:	2007
Maturity Date:	2027
Approved in TIF:	\$650,000
Total Paid (P +I):	\$1,028,118
Base Value:	\$50,400
Current Value:	\$6,505,642
Current Increment (to date):	\$6,455,242

TIF 14 Pepsi/Wispak



Established:	2010
Maturity Date:	2030
Approved in TIF:	\$499,281 (Certified Costs)
Total Paid (P +I):	\$588,087
Base Value:	\$37,850
Current Value:	\$3,618,746
Current Increment (to date):	\$3,580,896

TIF 16 Innovative Systems



Established:	2011
Maturity Date:	2031
Approved in TIF:	\$261,829 (Certified Costs)
Total Paid (Reimbursement):	\$141,863
Base Value:	\$5,005,495
Current Value:	\$11,272,974
Current Increment (to date):	\$6,267,479

TIF 19: Antach Mitchell Housing



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$243,526
Total Paid (P +I):	\$197,724
Base Value:	\$13,370
Current Value:	\$1,486,631
Current Increment (to date):	\$1,473,261

TIF 20: Morris



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$200,000
Total Paid (P +I):	\$140,972
Base Value:	\$151,890
Current Value:	\$1,255,765
Current Increment (to date):	\$1,103,875

TIF 21: Hohn Enterprises



Established:	2015
Maturity Date:	2035
Approved in TIF:	\$320,000
Total Paid (P +I):	\$108,009
Base Value:	\$125,082
Current Value:	\$1,503,037
Current Increment (to date):	\$1,377,955

23: Vantage Point



Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	\$655,000
Total Paid (Grant):	\$116,484
Base Value:	\$3,004,275
Current Value:	\$2,766,957
Current Increment (to date):	\$-237,318

TIF 24: Performance Pet



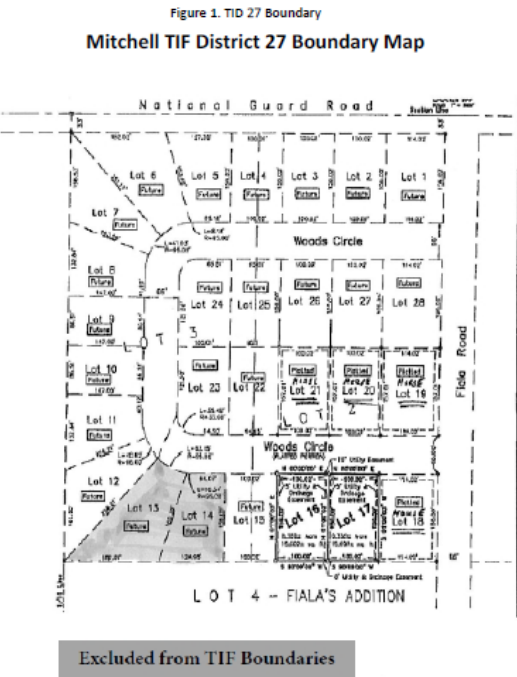
Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	\$2,600,000
Total Paid (Grant):	\$155,649
Base Value:	\$401,798
Current Value:	\$7,477,012
Current Increment (to date):	\$7,057,214

TIF 26: Western Building



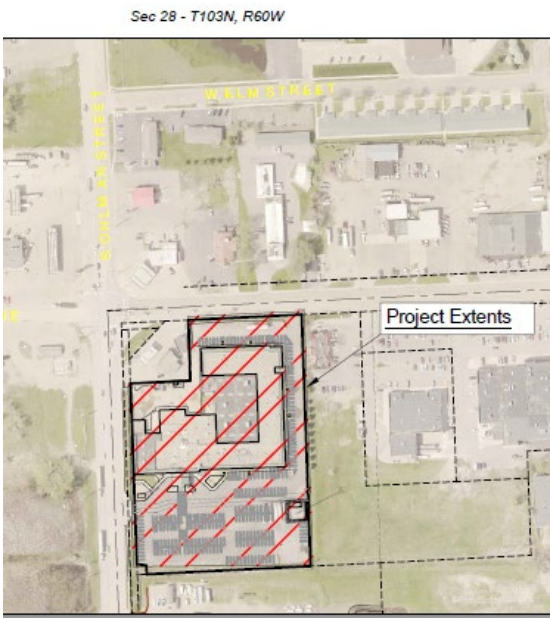
Established:	2021
Maturity Date:	2041
Approved in TIF:	\$1,200,000
Total Paid (Grant):	\$4,562
Base Value (Certified by DOR)	\$0
Current Value:	\$644,706
Current Increment (to date):	\$644,706

TIF 27: Fiala Housing Development



Established:	2022
Maturity Date:	2042
Approved in TIF:	\$627,889
Total Paid (Grant):	\$0
Base Value:	\$1,002,685
Current Value:	\$2,200,061
Current Increment (to date):	\$1,197,376

TIF 28: Flats on Havens



Established:	2022
Maturity Date:	2042
Approved in TIF:	\$1,495,142
Total Paid (Grant):	\$0
Base Value (Certified by DOR)	\$2,119,490
Current Value:	\$2,462,021
Current Increment (to date):	\$342,531

TIF 29: Woolworth Building



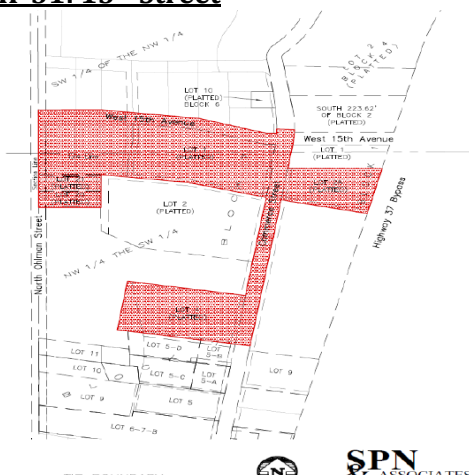
Established:	2023
Maturity Date:	2043
Approved in TIF:	\$527,257
Total Paid (Grant):	\$0
Base Value	\$397,815
Current Value:	\$548,904
Current Increment (to date):	\$0

TIF 30: Sharpstone Housing Development



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$1,002,469
Total Paid (Grant):	\$
Base Value	\$55,610
Current Value:	\$61,423
Current Increment (to date):	\$5,813

TIF 31: 15th Street



Established:	2023
Maturity Date:	2043
Approved in TIF:	\$1,094,708
Total Paid (Grant):	\$0
Base Value	\$615,554
Current Value:	\$615,554
Current Increment (to date):	\$0

TIF 32: Khromer Properties

Map Showing TIF #32 Boundaries and Property Information



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$527,250
Total Paid (Grant):	\$0
Base Value	\$1,557,071
Current Value:	\$1,557,071
Current Increment (to date):	\$0

TIF 33: Iverson Powersports



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$750,150
Total Paid (Grant):	\$0
Base Value	\$818,913
Current Value:	\$818,913
Current Increment (to date):	\$0

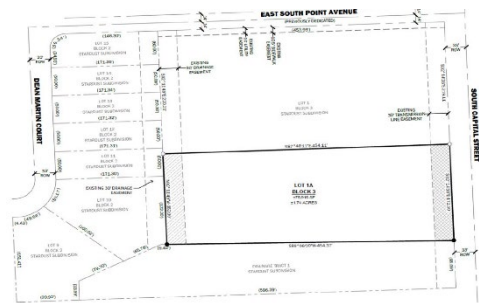
TIF 34: Iverson ABRA



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$946,767
Total Paid (Grant):	\$0
Base Value	\$675,846 (estimated)
Current Value:	\$675,846
Current Increment (to date):	\$0



TIF 35: Copper Flats



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$675,846
Total Paid (Grant):	\$0
Base Value	\$
Current Value:	\$
Current Increment (to date):	\$0

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 1, 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 #R2024-46, Plat of Lot 4 of Iverson's Second Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 4 of Iverson's Second Addition, a subdivision of Lot 1-C within Lot C, formerly a portion of Irregular Tract No. 4A in the South 1/2 of Section 22, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by Iverson Chrysler Center Inc. Planning Commission motioned to approve; 4 aye, 0 nay, 2 abstain and 1 absent. Motion carried. See Planning Commission Unsigned Minutes 06-24-24.		

RESOLUTION #R2024-46

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 24th day of June, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 1st day of July, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

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.

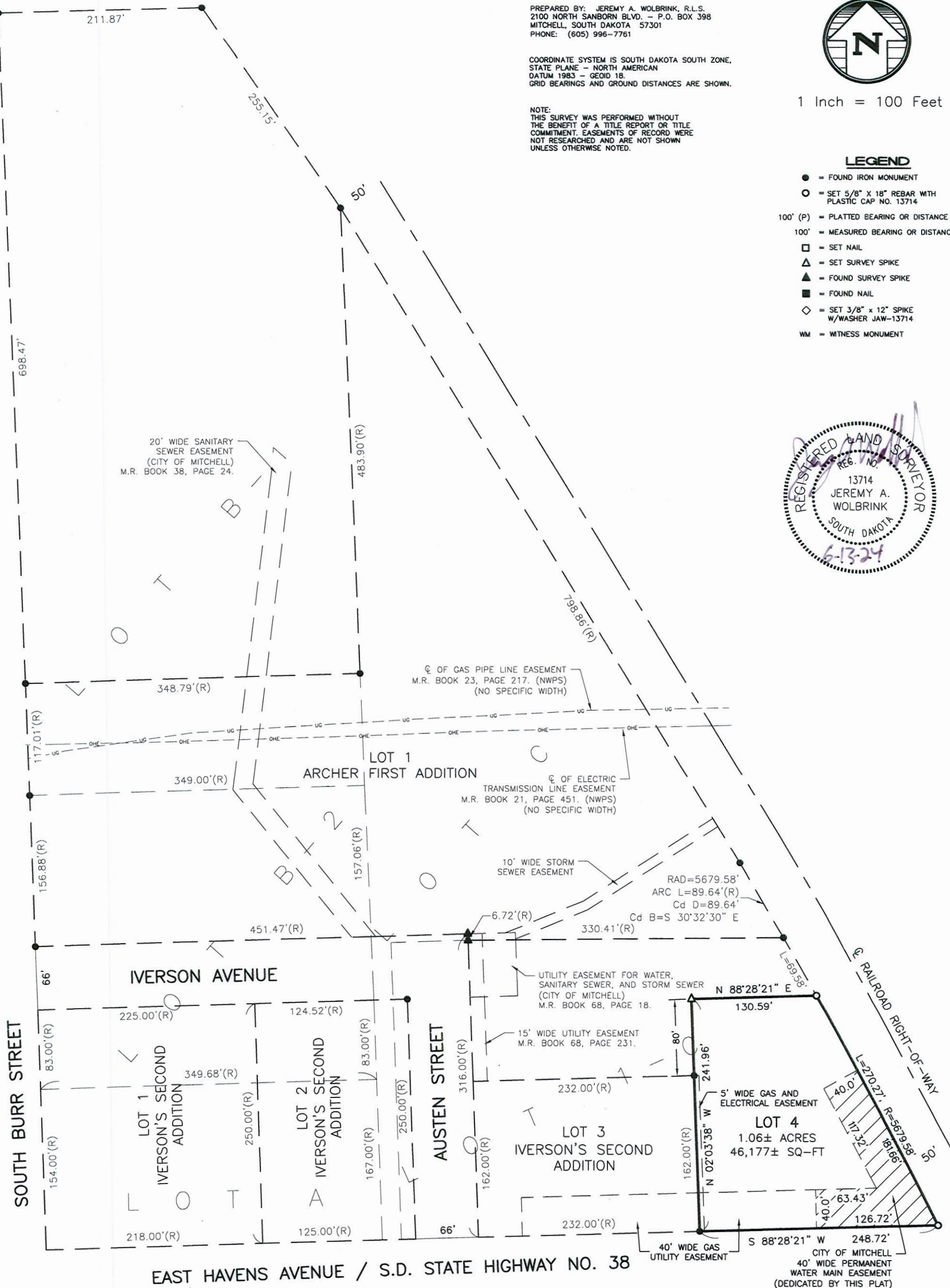
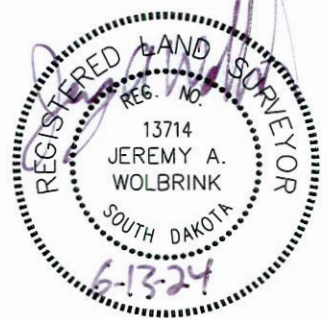
NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.



1 Inch = 100 Feet

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
- ▲ = FOUND SURVEY SPIKE
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT



A PLAT OF LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SPN

& Associates

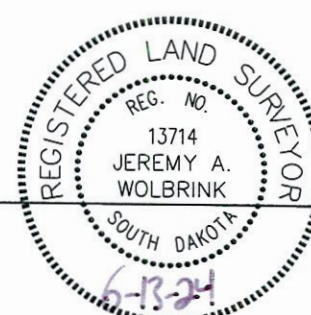
Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

SURVEYOR'S CERTIFICATE

Dated this 13TH day of June, 2024.


Registered Land Surveyor



A PLAT OF LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice Chairperson of the City of Mitchell
Planning Commission

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned does hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer of the City of Mitchell

SD-DOT CERTIFICATE OF HIGHWAY AUTHORITY

Access to S.D. State Highway No. 38 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.

By: _____ Title: Mitchell Area Engineer Date: 6/13/2024
Highway or Street Authority

CERTIFICATE OF COUNTY TREASURER

The undersigned hereby certifies that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of this office, have been fully paid.

Treasurer/Deputy Treasurer of Davison County Date

DIRECTOR OF EQUALIZATION

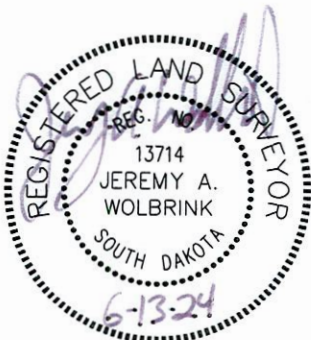
The undersigned does hereby certify that a copy of the plat of LOT 4 OF IVERSON'S SECOND ADDITION, A SUBDIVISION OF LOT 1-C WITHIN LOT C, FORMERLY A PORTION OF IRREGULAR TRACT NO. 4A IN THE SOUTH 1/2 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

Director of Equalization/Deputy Director of Equalization 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:	July 1, 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 #R2024-47, Plat of Lot 58 of the Island First Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 58 of the Island First Addition, a subdivision of the SE 1/4 of Section 31, T 104 N, R 60 W of the 5th P.M. and Tract A in the NE 1/4 of the NE 1/4 of Section 6, T 103 N, R 60 W of the 5th P.M., All in the City of Mitchell, Davison County, South Dakota; as requested by Maui Farms Inc. Planning Commission motioned to approve; 6 aye, 0 nay, and 1 absent. Motion carried. See Planning Commission Unsigned Minutes 06-24-24.		

RESOLUTION #R2024-47

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 24th day of June, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 58 OF THE ISLAND FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M. AND TRACT A IN THE NE 1/4 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., ALL IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 58 OF THE ISLAND FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M. AND TRACT A IN THE NE 1/4 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., ALL IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 1st day of July, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



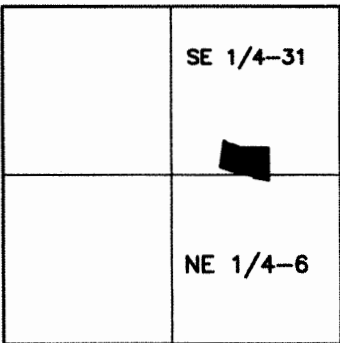
1 Inch = 100 Feet

- 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
 - (DBTP) = DEDICATED BY THIS PLAT

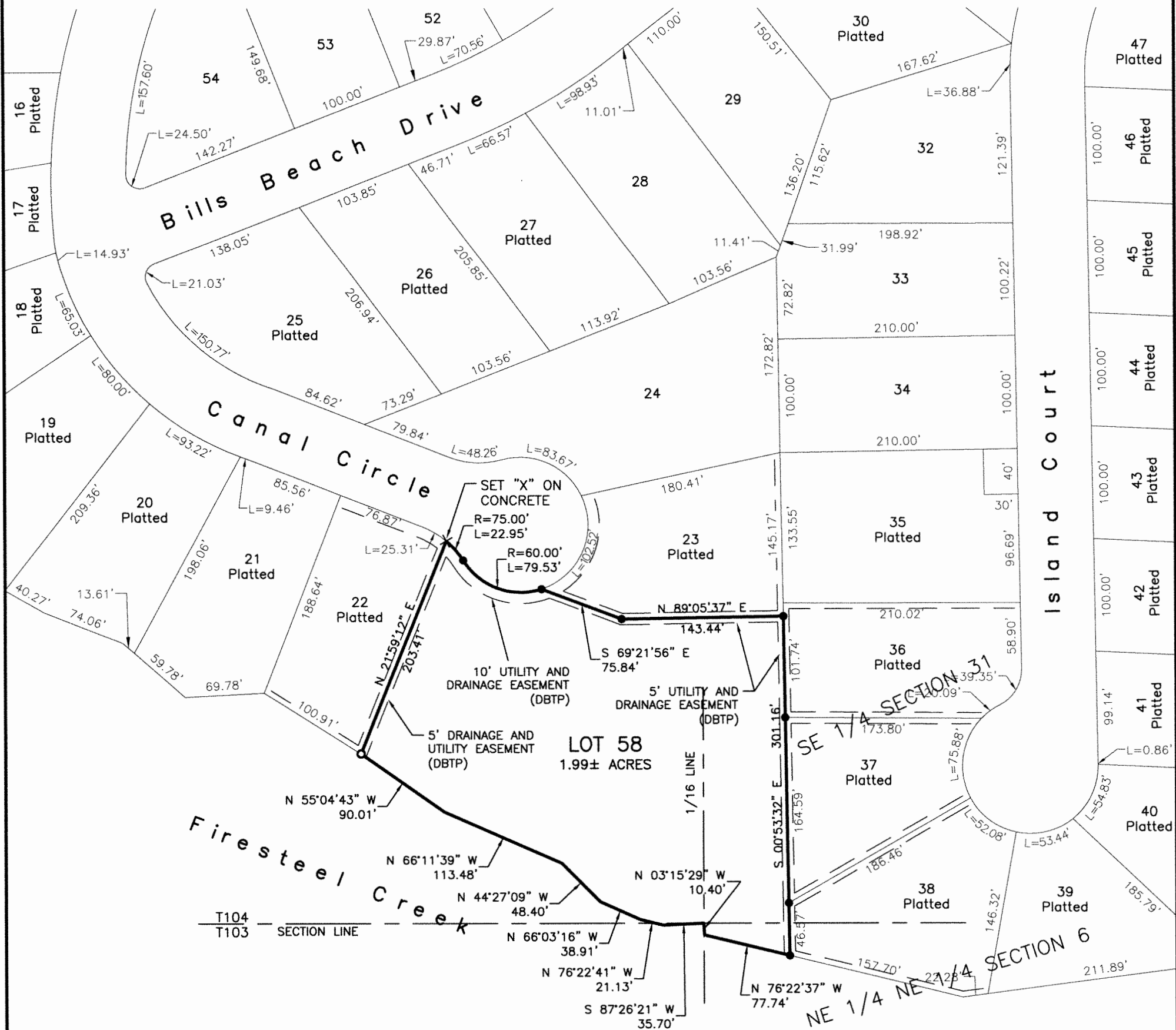
PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND 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.



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT 58 OF THE ISLAND FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M. AND TRACT A IN THE NE 1/4 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., ALL IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA
SURVEYOR'S CERTIFICATE

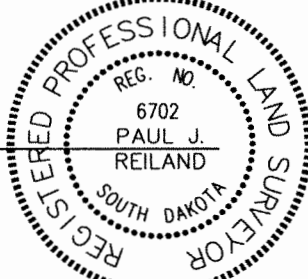
I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Maui Farms Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to June 12, 2024, survey those parcels of land described as follows: LOT 58 OF THE ISLAND FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M. AND TRACT A IN THE NE 1/4 OF THE NE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH P.M., ALL IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.
Dated this _____ day of _____, 2024.



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

Registered Land Surveyor #SD6702







CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

ORDINANCE NO. O2024-05

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial 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 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District.

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

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

Passed and approved this the _____ day of _____, 2024.

MAYOR

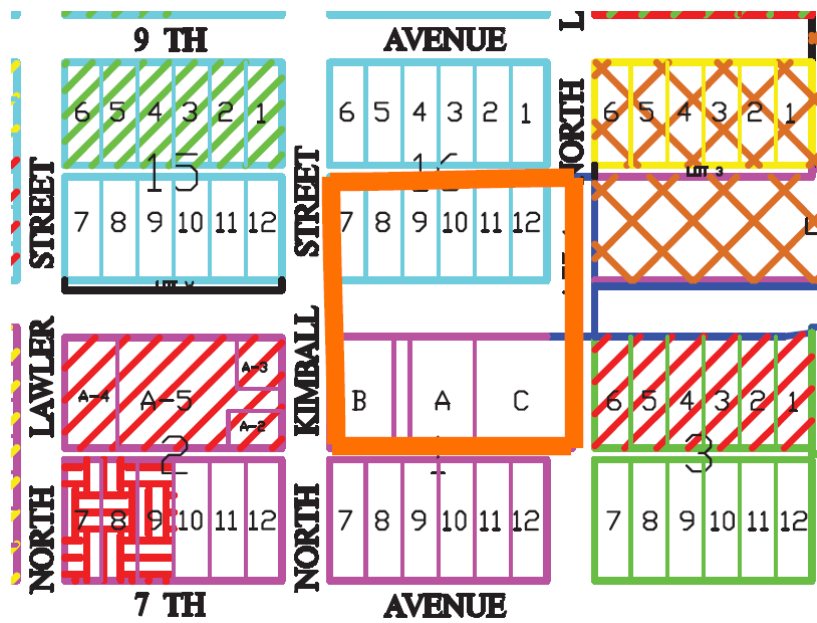
ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: June 17, 2024
SECOND READING: July 1, 2024
ADOPTION: July 1, 2024
PUBLISHED: _____

Exhibit A





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

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

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

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

☒ **Rezoning** *\$250 application due with the application.*

- Applicant is request to rezone property from R2 District to TWC District.

☐ **Variance** *\$150 application fee due with application.*

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

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

- Description of Conditional Use: Click or tap here to enter text.

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

This Application is for the following described real property:

Legal Description: Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota; Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota; Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota; West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota.

Property Address: **800 N Kimball St; 730 N Kimball St; 121 E 8th Ave; 726 N Langdon St**

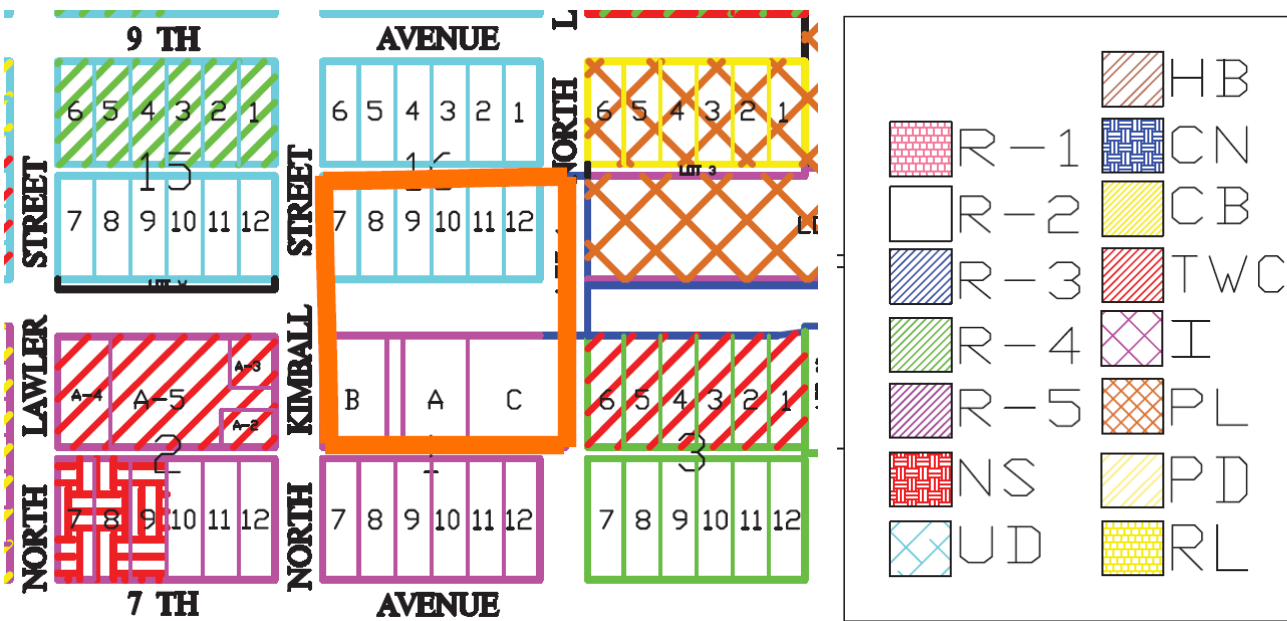
Dated this 15th of May, 2024.

APPLICANT

Mark Puetz Member *Ron Muth Member*

Puetz Realty LLC & Muth Properties LLC

OWNER





Legend

— Local Roads

▭ Municipal Boundaries

Land Use Plan

Agriculture

▭ Downtown Commercial

▭ Employment Area/Offices/Business Park

▭ Heavy Commercial/Transportation/Warehousing/Utilities

▭ Industrial/Production

▭ Low Density Residential

▭ Medium Density Residential

▭ Mixed Use

▭ Neighborhood Commercial/Services

▭ Open Space

▭ Parks Rec - Conservation

▭ Regional Commercial

▭ Rural Residential

▭ Rural Village

▭ Schools - Public - Cultural

▭ Preserved Open Space

— SD Highways

— Interstates

NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Monday, June 10, 2024 at 12:00 P.M., the City Council will consider 1st Reading of the Ordinance on Monday, June 17, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, July 1, 2024 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

ORDINANCE NO. O2024-

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial 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 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District.

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

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

Passed and approved this the _____ day of _____, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}

FIRST READING: June 17, 2024

SECOND READING: July 1, 2024

ADOPTION: July 1, 2024

Published three times: May 29, 2024 and June 5 and 19, 2024.

Approximate Costs:

Muth Properties LLC
PO Box 1384
Mitchell, SD 57301

Puetz Realty LLC
Puetz Bare Lots + Hotels LLC
PO Box 968
Mitchell, SD 57301

John Shepard
209 E 9th Ave
Mitchell, SD 57301

Clarke Companies LLC
47035 250th St
Baltic, SD 57003

Russell Overbay Revoc Liv Trust
Po Box 854
Mitchell, SD 57301

Elnora Patzlaff
317 E 9th Ave
Mitchell, SD 57301

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

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

Joshua Pete
407 E 9th Ave
Mitchell, SD 57301

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

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

Mitchell School District 17-2
920 n Capital St
Mitchell, SD 57301

Switchgrass Properties LLC
724 Doris Dr
Mitchell, SD 57301

Becky Jacobson
Joseph Fick
709 N Kimball St
Mitchell, SD 57301

Randall & Debra Briggs
216 E 7th Ave
Mitchell, SD 57301

Riseside Properties LLC
PO Box 564
Mitchell, SD 57301

Tamara Neugebauer
300 E 7th Ave
Mitchell, SD 57301

Matthew Siebrecht
304 E 7th Ave
Mitchell, SD 57301

Sarah & Jay Bailey
308 E 7th Ave
Mitchell, SD 57301

Benjamin & Kay Folden
312 E 7th Ave
Mitchell, SD 57301

Steward & Jolynn Hanson
1512 E 2nd Ave
Mitchell, SD 57301

Mark Moore
400 E 7th Ave
Mitchell, SD 57301

Carol Sheppard
404 E 7th Ave
Mitchell, SD 57301

Randal & Jacquelyn Rezac
40792 257th St
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

May 29, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Muth Properties LLC and Puetz Realty LLC have requested the following zoning changes:

Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District.

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

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 10, 2024 at 12:00 P.M., the City Council will consider 1st Reading of the Ordinance on Monday, June 17, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, July 1, 2024 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

I/We Stewart & Jocelyn Hanson
OWNER
316 & 320 E 7th

X ADDRESS

X APPROVE

 DISAPPROVE



401 E 9th ?

May 29, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Muth Properties LLC and Puetz Realty LLC have requested the following zoning changes:

Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District.

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

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 10, 2024 at 12:00 P.M., the City Council will consider 1st Reading of the Ordinance on Monday, June 17, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, July 1, 2024 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

I/We

Destiny Rohrer
OWNER

414 E 7th or 401 E 9th

X

ADDRESS

APPROVE

DISAPPROVE

Let's go Mitchell! !!

May 29, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Muth Properties LLC and Puetz Realty LLC have requested the following zoning changes:

Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District.

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

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 10, 2024 at 12:00 P.M., the City Council will consider 1st Reading of the Ordinance on Monday, June 17, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, July 1, 2024 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

I/We Mark Moore
OWNER
400 E 7th Ave

ADDRESS

X APPROVE

____ DISAPPROVE

May 29, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Muth Properties LLC and Puetz Realty LLC have requested the following zoning changes:

Lot 7A & Lots 8-12 & North ½ of Vacated Railroad ROW Lying South of & adjacent to said Lots & West ½ of vacated Langdon St, All in Block 16, D. A. Scotts 1st Addition, City of Mitchell, Davison County, South Dakota;

Northerly 13.6' of Lots 1-6, Block 1 & West ½ of vacated Langdon St & South ½ of vacated Railroad ROW lying North and adjacent to said Lots & West ½ of vacated Langdon St, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

Lots A, B & C, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

West 12.19' x South 153.5' of Lot 4 & East 13' x South 153.5' of Lot 5, Block 1, M.H. Rowley's First Addition, City of Mitchell, Davison County, South Dakota;

All from R2 Single-Family Residential District to TWC Transportation Warehousing & Commercial District.

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

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, June 10, 2024 at 12:00 P.M., the City Council will consider 1st Reading of the Ordinance on Monday, June 17, 2024 at 6:00 p.m. and 2nd Reading and Adoption on Monday, July 1, 2024 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

I/We

Tamara Neugebauer
OWNER

300 East 7th Avenue

ADDRESS

✓

APPROVE

DISAPPROVE