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

1. **6:00 PM Call to Order**
2. **Pledge Of Allegiance**
3. **Invocation: First United Methodist**
4. **Roll Call**
5. **Approval Of Consent Agenda Items**

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

   A. **City Council Minutes**

   B. **Committee Reports**

   C. **Automatic Supplements**

   Parks-Rec Center Part-time in the amount of $3,000 from a Donation of Funds
   Parks-Rec Center Publishing in the amount of $2,978 from a Donation of Funds
   Parks-Rec Center Supplies and Materials in the amount of $325 from a Donation of Funds

   D. **Authorization to Proceed with Remaining Design Fees for the Lake Mitchell Improvement Project with Barr Engineering Co (Project #2021-20)**

   E. **Patton Young Park Playground Contingency Funding Request**

   F. **Acceptance of State Department of Health Mosquito Control Grant Funding**

   G. **Acceptance of State Department of Health Grant Funding for Chronic Disease Program**

   H. **Acceptance of the State Department of Health Grant Funding for the Healthy Lifestyle Diabetes Program**

   I. **Acceptance of State Department of Health Grant Funding for Self-Measure Blood Pressure Program**

   J. **Raffle Permits**

   K. **Special Event Permit Application For DWU Blue & White Days Parade on Saturday, October 12, 2024**

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

   L. **Council Liaisons for 2024**

- Chamber of Commerce Liaison: Mike Bathke
- Community Services Board Liaison: John Doescher
- Corn Palace Board Member: Tim Goldammer
- Golf & Cemetery Board Ex Officio: Dan Sabers
- Housing & Redevelopment Commission Liaison: John Doescher
- Library Board Member: Susan Tjarks
- Mitchell Area Development Corporation Board Liaison: Jeff Smith
- Mitchell Main Street & Beyond Board Liaison: Susan Tjarks
- Park & Recreation Board Liaison: Dan Sabers
- Planning Commission Board Ex Officio: John Doescher
- Sports & Events Authority (SEA) Committee Member: Kevin McCardle

M. Change Order #4 to Top Grade Concrete Bid Schedule A Project #2023-4

N. Change Order #1 to Schoenfelder Construction for 3rd & Main Project Project #2022-26

O. Set Date 1:30 P.M, August 14, 2024 for Bid Opening for North Mattie Utility Extension Project #2024-24

P. Set Date of August 19, 2024 for Hearing and Action on the Following Alcohol License Applications

a. On the application of Palace Brewing, LLC dba Palace City Brewing, Co, 227 West Railroad Ave for a new Retail (on-off Sale) Wine and Cider License (Video lottery is not included)

b. On the application of Palace Brewing, LLC dba Palace City Brewing, Co, 227 West Railroad Ave for a new Retail (on-off Sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)

Q. Approval of Gasoline & Fuel Quotes

R. Pay Estimates

S. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer

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

7. Citizens Input

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

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

A. Hearing and Action on an Application for Nathan Weber-Variance Permit

Nathan Weber has applied for a Variance Permit for a for rear yard setback of 11' vs 25' and accessory building of 4,224 square feet vs 2,000 square feet. This is

located at 25154 407th Ave, legally described as W 175' of Lot 4, Black Eagle First Addition in the SW 1/4 of Section 8, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The property is zoned R4 High Density Residential District.

B. Action to Set Date for Board of Adjustment Hearing 08-19-24

Jaun'l Gibson has applied for a conditional use permit to operate a Family Residential Daycare; located at 505 S Davison St, legally described as Lots 43 & 44 Overlook Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

C. Action to Set Date for Board of Adjustment Hearing 08-19-24

Schmitz Construction has applied for a variance permit for minimum lot width of 66' vs 100' and minimum lot area of 10,890 square feet vs 14,000 square feet; located at 821 N Mentzer, legally described as S ½ and E ½ of Lot 6, Block 3 Hammers Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

D. Action to Set Date for Board of Adjustment Hearing 08-19-24

Curtis & Sonna Betts have applied for a variance permit for a combination of attached and detached accessory buildings of 3,076 square feet vs 2,000 square feet to build a new attached accessory building of 1,476 square feet; located at 204 N Harmon, legally described as Lots 54, 54A, 55 & 55A of Sunset Point 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.

E. Action to Set Date for Board of Adjustment Hearing 08-19-24

The City of Mitchell has applied for a variance permit for minimum lot width of 82.89' vs 100' and minimum lot area of 1,139 square feet vs 10,000 square feet; located at 115 S Harmon Dr, will be legally described as Lot 58-B of Indian Head Subdivision, Lake Mitchell Development Plan in the SW 1/4 of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned PL Public Lands and Institutions District.

F. Action to Set Date for Board of Adjustment Hearing 08-19-24

The City of Mitchell has applied for a variance permit for minimum lot width of 5' vs 100' and minimum lot area of 2,661 square feet vs 10,000 square feet; located south of 129 S Harmon Dr, will be legally described as Lot 68-A of Indian Head Subdivision, Lake Mitchell Development Plan in the SW 1/4 of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned PL Public Lands and Institutions District.

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

10. Presentation on Sunnyside Drainage Basin Report, McLaury Engineering, Inc.

11. Hearing and Action on the Application of the Exchange Club of Mitchell for a Special Event Liquor License located at Vern Eide, 219 East 1st Ave on September 14, 2024 for Open Mic Night

12. Action to Approve Amended Special Event Permit For Corn Palace Festival from

August 21 through August 25, 2024

- Parking Lot Space Re-assignment
  - Corn Palace Plaza Parking Lot - additional handicap parking spaces to the north side of plaza lot.

13. **Action to Approve Special Event Permit Application For Grace Baptist Church Vacation Bible School Family Night on Friday, August 9, 2024**

    - Street Closure

    Grace Baptist Church is asking City Council consider waiving the Special Event Permit Street Closure Fee of $200.

14. **Action to Approve Copper Flats Consent to Assignment**
15. **Action to Approve Amendment #1 to Agreement #A2021-10 with Helms & Associates for New Recycling Building Project #2021-30**
16. **Action to Approve Amendment to Agreement #A2023-06 with McLaury Engineering for 3rd & Railroad/Main Streetscape Construction Services Project #2022-26**
17. **Action to Approve Agreement #A2024-34, AIP #3-46-4600-32-2024 for the Design of a Revenue Producing Hangar with SDDOT Aeronautics Division**
18. **Action to Approve Agreement #A2024-35, Notice of Grant Requirements with North American Wetlands Conservation Act (NAWCA)**
19. **Action to Approve Resolution #R2024-50, Creating Tax Increment District 37**
20. **Action to Approve Resolution #R2024-51, Amending the 2024 Compensation Plan for the Ctiy of Mitchell**
21. **First Reading on Ordinance #O2024-06, Method of Electing Officers for City Council**
22. **Motion to Enter into Executive Session According to SDCL 1-25-2 (3) Legal**
23. **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

July 15, 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 Jordan Hanson

AGENDA:

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

a. City Council Minutes
   1. City Council July 1, 2024
   2. Work Session July 8, 2024
b. Committee Reports
   1. Planning Commission June 24, 2024
   2. Planning Commission July 8, 2024 (unsigned)
c. Department Reports
   1. Sales Tax Collections (June)
   2. Finance (June)
   3. Building Permits (June)
   4. Police (June)
   5. Fire (June)
   6. Code Enforcement (June)
   7. Water (June)
d. MADC Quarterly Report
e. Raffle Permits
   1. Area Community Theatre with the drawing to be held August 12, 2024
   2. VFW Post 2750 with the drawing to be held March 31, 2025
   3. VFW Post 2750 with the drawing to be held every Tuesday until March 31, 2025
f. Transfer an ambulance (previously surplussed) from the Fire/EMS Department to the Police Department
g. Set date 1:30 p.m., July 31, 2024 for bid opening for Airport Snow Removal Project #2024-22
h. Set date of August 5, 2024 for hearing and action on the application of the Exchange Club of Mitchell for a Special Event Liquor License located at Vern Eide, 219 East 1st Avenue on September 14, 2024 for Open Mic Night

i. Pay Estimates July 15, 2024
Pay Estimate #14 in the amount of $331,720.15 for Above Ground Storage Tank #2020-20 contracted to Rice Lake West
Pay Estimate #10 in the amount of $2,645.50 for Firesteel Creek NAWCA Grant #2021-14 contracted to Steve Donovan
Pay Estimate #11 in the amount of $45,985.00 for Spruce Street RR Crossing #2021-39 contracted to Brosz Engineering
Pay Estimate #13 in the amount of $5,132.50 for Jetty & Marina Bike Trail #2023-03 contracted to Brosz Engineering
Pay Estimate #6 in the amount of $902.10 for Jetty & Marina Bike Trail #2023-03 contracted to Shive Hattery
Pay Estimate #2 in the amount of $7,082.50 for West End Bridge #2023-23 contracted to Brosz Engineering
Pay Estimate #6 in the amount of $180.00 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering
Pay Estimate #7 in the amount of $28,642.50 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering
Pay Estimate #5 in the amount of $50,736.20 for Randall Regional Waterline #2024-07 contracted to Randall Community Water District
Pay Estimate #3 in the amount of $5,857.09 for Rock Chips #2024-10 contracted to Spencer Quarries

j. 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 JUNE 23, 2024 – JULY 6, 2024: City Council $3,626.48, Mayor $1,567.54, City Administrator $6,369.23, Administrative Boards $2,325.00, Attorney $5,332.08, Finance $14,420.62, Human Resources $4,379.83, Municipal Building $3,762.82, Information Technology $3,286.77, Police $79,805.97, Traffic $7,640.98, Fire $40,774.62, Street $34,683.71, Public Works $25,399.95, Cemetery $8,757.20, Library $16,739.03, Recreation & Aquatics $32,482.86, Recreation Center $16,697.72, Sports Complexes $17,144.79, Ballpark Concessions $474.38, Parks $21,141.20, Supervision $6,441.14, Corn Palace $29,534.80, E911 $26,102.26, Palace Transit $31,694.00, JVCC $2,244.80, Nutrition $4,499.85, Airport $2,643.44, Water Distribution $15,336.47, Sewer $16,475.54, Recycling Program $7,496.42, Waste Collection $7,325.12, Landfill $11,813.38, Golf Course $8,333.08, Campground $2,693.60, Emergency Medical Services $36,155.15

NEW HIRES:

AIRPORT: Bradley Gates-$33.043

CORN PALACE: Kendall Herr-$11.20, Gavin Hinker-$13.70

MAYOR: Jordan Hanson-$40,756.00

PALACE TRANSIT: Theresa Horsemanko-$21.394

RECREATION & AQUATICS: April Geist-$13.70

SPORTS COMPLEXES: Dayton Adams-$12.70, Max Dailey-$12.70

STREET: Kyia Schmidt-$14.70

SALARY ADJUSTMENTS:

CEMETERY: Douglas Cunningham-$22.927

FIRE: Colt Mayfield-$23.737

POLICE: Jaclyn Larson-$30.237, Paul Wilson-$36.859

RECYCLING: Troy Sipes-$29.077

TERMINATIONS:

E911: Gretchen Edwards

PUBLIC SAFETY: Mike Koster

TRAFFIC: Morgan Taylor

SPORTS COMPLEX: Kaden Jurrens

WARRANTS: A&B Business Solutions, Supplies-$4,956.80; A-Ox Welding Supply, Supplies-$265.99; Aaron Hieb, Reimbursement-$45.00; ABRA Iverson Auto Mitchell, Repairs-$4,942.02; ACP International SA-SO, Supplies-$4,190.00; AFSCME Council 65, Union Dues-$508.25; Agronomy Plus, Supplies-$112.55; Alex Dagen, Reimbursement-$45.00; Amazon Capital Services, Supplies-$619.70; Andrea Hamilton, Reimbursement-$45.00; Andrew Schneider, Reimbursement-$45.00; Aqua-Pure, Supplies-$3,375.00; Arctic Refrigeration, Supplies-$400.70; AT&T Mobility, Utilities-$426.54; ATV Holdings, LLC dba Mitchell Telecom, Utilities-$2,778.34; Auto Body Specialties, Supplies-$173.94; Avera Heart Hospital of South Dakota, Supplies-$1,044.00; Avera Occupational Medicine, Physicals-$414.00; B-Y Water District, Water Usage-$90,444.71; Baker & Taylor, Books-$23.02; Beacon Athletics, Supplies-$1,801.00; Bender's Sewer Cleaning, Maintenance-$2,745.00; Big Daddy D's, Contract Services-$2,394.30; Brad Gates, Reimbursement-$45.00; Brady Andera, Reimbursement-$45.00; Brian Daughters, Reimbursement-$45.00; Brosz Engineering, 2021-39 P.E. #11-$87,022.50; Bryce Fuchs, Reimbursement-$206.00; Buhl's Drycleaners & Linen, Laundry Service-$20.00; Butler Machinery, Supplies-$167.64; C&B Operations, Maintenance-$915.49; Carolina Software, Supplies-$500.00; Carquest Auto Parts, Supplies-$270.59; Carter Fredrickson, Refund-$620.00; Casey Tegethoff, Reimbursement-$77.95; Center Point Large Print, Books-$97.08; Century

Link, Utilities-$64.64; CHR Solutions, Mailing Service-$3,642.19; CHS Farmers Alliance, Supplies-$11,459.11; City of Mitchell, BID #4 Tax-$1,052.00; Claims Associates, Claim #GC24.118763-$5,000.00; Coborns, Contract Services-$968.80; Column Software, Advertising-$408.89; Commercial Asphalt, Supplies-$3,498.60; Connections, 2024 3rd Quarter Payment-$2,259.90; Connor Davis, Reimbursement-$15.00; Core-Mark Midcontinent, Supplies-$5,645.84; Corn Palace, Corn Palace Games-$60,144.51; County Fair, Contract Services-$1,372.00; Craig Stucky, Reimbursement-$45.00; DAC, Subscription-$299.00; Dakota Fluid Power, Supplies-$295.78; Dakota Supply Group, Maintenance-$139.92; Dakota Wesleyan Track, Programming Service-$2,187.51; Daktronics, Supplies-$465.00; Darrington Water Conditioning, Rental-$68.10; Davison County Register of Deeds, Warranty Deeds-$90.00; Davison Rural Water Systems, Water Usage-$139.70; Dean V Strand, Refund of fees-$300.00; Dennis Geidel, Reimbursement-$45.00; Department of Agriculture, Solid Waste-$3,357.86; Department of Social Services, Child Support-$633.69; Dick's Towing, Towing-$90.00; Dimock Dairy, Supplies-$324.00; Doug Cunningham, Reimbursement-$45.00; Doug Greenway, Reimbursement-$45.00; Dustbusters Enterprises, Dustguard Application-$14,398.50; Dakota Wesleyan University Baseball, Program Service-$2,262.68; Elfstrand's Ace Hardware, Supplies-$206.86; Emmanuel Hille, Refund-$300.00; Environmental Equipment & Service, Supplies-$1,185.47; Eurofins Environment Testing, Labs-$111.00; Ferguson Waterworks #2516, Supplies-$400.57; Fisher Scientific, Supplies-$77.89; Fleetpride, Supplies-$1,574.21; Flowbird America, Alarm Monitoring-$65.00; Galls, Supplies-$247.50; Gary Walton, Reimbursement-$30.00; Great Western Tire, Supplies-$4,197.15; Guardian Alliance Technology, Backgrounds-$100.00; Hach, Supplies-$588.00; Hawkins, Supplies-$2,826.50; Holiday Inn Hotel & Convention, Travel-$355.80; Hunter Heating & Cooling, Inspection-$862.50; ICan, Advertising-$750.00; Ingram Library Services, Books-$1,054.99; Innovative Office Solution, Supplies-$103.80 ; Insight Marketing Design, Supplies-$1,766.52; Interstate Office Products, Supplies-$167.56; Jamie Henkel, Reimbursement-$45.00; Jaylon Tollefson, Reimbursement-$45.00; Jeff Hanson, Reimbursement-$45.00; Jesse Schlimgen, Reimbursement-$30.00; Jimmy River Band, Pre-Sturgis Entertainment-$1,000.00; Joe Galpin, Reimbursement-$45.00; Joe Haiar, Reimbursement-$45.00; Joe Schroeder, Reimbursement-$45.00; Joelle Dammann, Reimbursement-$45.00; John Hegg, Reimbursement-$45.00; Jon Thurman, Reimbursement-$45.00; Jon Vermeulen, Reimbursement-$45.00; Jones Supplies, Supplies-$2,639.88; Joseph King, Reimbursement-$15.00; Judd Hoos, Entertainment-$4,000.00; Kathy Hanks, Reimbursement-$45.00; Kevin Devries, Reimbursement-$45.00; Kevin Dykes, Reimbursement-$45.00; Kevin Kenkel, Reimbursement-$45.00; Kevin Roth, Reimbursement-$45.00; Kevin Sibson, Reimbursement-$45.00; Krohmer Plumbing, Repair-$1,005.75; Lakeview Veterinary Clinic, Management Service-$927.57; Larry's I-90 Service, Maintenance-$2,582.20; Lawson Products, Supplies-$591.66; Leighton Family Farms, Supplies-$1,002.00; Liz Kitchens, Reimbursement-$249.93; Locators and Supplies, Supplies-$42.15; Lone Star Enterprises, Repair-$1,569.84; M&T Fire and Safety, Supplies-$185.00; Make it Mine Designs, Supplies-$4,185.50; MC&R Pools, Maintenance-$315.61; McLeod's Printing, Supplies-$2,565.60; Mebius Nursery & Landscaping, Repair-$500.00; Menard's, Supplies-$2,161.42; Michael Leach, Reimbursement-$45.00; Michelle Bathke, Reimbursement-$474.88; Mid-American Research Chemicals, Maintenance-$3,593.35; Midcontinent Communication, Utilities-$139.19; Midcontinent Communication, Advertising-$1,994.00; Midway Service dba Vollan Oil, Supplies-$744.75; Midwest Laboratories, Labs-$1,303.37; Millborn Seeds, 2021-14 P.E. #1A-

$99,500.00; Mitchell Animal Rescue, July 2024 Management-$350.00; Mitchell Concrete Product, Supplies-$400.00; Mitchell Convention & Visitors Bureau, July 2024 Funding-$20,800.00; Mitchell Iron & Supply, Supplies-$30.21; Mitchell School District, Utilities-$1,876.89; Mitchell United Way, Deductions-$173.00; Mueller Lumber, Repairs-$1,890.03; Muth Electric, Repair-$12,770.90; Napa Central, Supplies-$131.64; Nate Hegg, Reimbursement-$45.00; Nolan Tegels, Reimbursement-$30.00; Northwest Pipe Fittings, Supplies-$530.41; Northwestern Energy, Utilities-$64,683.76; O'Reilly Automotive, Supplies-$16.64; Online Computer Library Center, Loan Fees-$5,528.11; One Source The Background, Background Check-$183.00; Overdrive, Ebooks-$109.25; Overtime, Contract Services-$911.80; Pepsi Cola, Supplies-$627.25; Premier Pest Control, Contract Services-$200.00; Public Consulting Group, Service Contract-$35,000.00; Public Health Laboratory, Testing-$436.82; Qualified Presort, Postage-$295.41; Randall Community Water District, 2024-7 P.E. #5-$50,736.20; Republic National Distribution, Supplies-$503.25; Rice Lake West, 2020-20 P.E. #14-$331,720.15; Rinker Materials, Maintenance-$1,551.12; Robert McCardle, Reimbursement-$45.00; Roger Prewett II, Reimbursement-$45.00; Runnings Supply, Supplies-$3,672.50; Ryland Devries, Reimbursement-$45.00; S&M Printing, Supplies-$1,007.20; Saga Communications of South Dakota, Advertising-$544.00; Sanitation Products, Supplies-$995.86; South Dakota Redbook Fund, Subscription-$30.00; South Dakota-Supplemental Retirement, Supplemental Retirement-$36,158.24; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$1,787.50; Sherwin-Williams, Supplies-$5,192.64; Shirley Adams, Refund-$2,236.50; Shive-Hattery, 2023-3 P.E. #6-$902.10; Siteone Landscape Supply, Supplies-$1,543.30; Spare Labs, Supplies-$45,000.00; Spencer Quarries, 2024-10 P.E. #3-$5,857.09; Standard Insurance, Life Insurance-$420.15; Staples, Supplies-$155.81; Stephanie Ellwein, Reimbursement-$45.00; Steve Anderson, Reimbursement-$45.00; Steve Donovan, 2021-14 P.E. #10-$2,645.50; Sturdevants Auto Value Mitchell, Supplies-$1,346.30; Subway, Planning Commission Meals-$47.94; Sun Gold Sports, Supplies-$1,320.06; Teamsters Local No. 120, Union Dues-$1,459.00; Terry Johnson, Reimbursement-$45.00; Tessier's, Repair-$389.93; The Dugout, Contract Services-$2,184.00; The Ives Brothers Entertainment, Pre-Sturgis Party-$6,375.00; The Office Advantage, Supplies-$579.99; Thomas Gulledge, Reimbursement-$45.00; Thomas Holleman, Reimbursement-$45.00; Thomas L Price, Screening-$350.00; Thomas Schuman, Reimbursement-$45.00; Thomson Reuters–West, Subscription-$1,131.71; Thune True Value & Appliance, Supplies-$143.03; TMA Stores, Maintenance-$188.84; Todd Cavanaugh, Reimbursement-$45.00; Transource, Supplies-$1,170.23; Transwest Trucks of Sioux Falls, Supplies-$837.63; Tyler Vetch, Reimbursement-$45.00; Tylor Peterson, Reimbursement-$45.00; United Laboratories, Supplies-$1,899.82; UPS Store #4227, Shipping-$583.79; Van Diest Supply, Supplies-$423.60; Verizon Wireless, Utilities-$796.80; Vern Eide Chevrolet GMC, Towing-$205.00; Vestis, Supplies-$249.86; Walmart/Capital One, Supplies-$350.96; Wanda Graves, Reimbursement-$45.00; Watertown Wholesale, Equipment-$4,143.60; Wegner Auto, Vehicle-$129,783.00; Wisconsin Child Support, Garnishment-$395.58; World Archives, Database-$1,316.00; Your Shop, Programming Service-$95.70; Zimco Supply, Supplies-$320.00; Zimmer Caulking, Repairs-$408.00; Wageworks, Contract Services-$8565.54; Wellmark, Administration, Prescription, Medical-209,988.27

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

CITIZENS INPUT:

Mitchell resident, Stewart Hanson, is concerned with the platting of 35 lake lots.

Fire Chief Dan Pollreisz introduced Lakynn Eldeen who would like to fundraise to purchase a new fire dog statue to place in front of the fire station. This Wednesday at the Farmer's Market at Hitchcock Park there will be a lemonade stand set up with a free will donation.

Council Member Susan Tjarks stated she has missed the last two meetings to move her mother to Mitchell.

Mayor Jordan Hanson stated if you have overgrown yards and trees to please begin taking care of these.

Mayor Jordan Hanson stated he has been selling tickets for the Corn Palace festival concerts. Corn Palace Director Doug Greenway stated there has been approximately 1500 tickets sold for Scotty McCreery and 650 tickets sold for Skillet.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Darla Kummer for a conditional use permit to operate a family residential daycare located at 1503 South Miller Street, legally described as N 130' of Lot 16A, Block 16, Sunnyside 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 with the conditions the permit is non-transferable, if the business ceases to operate for six months, a new application would be required, and pass a fire inspection. Moved by McCardle, seconded by Sabers, to approve said application with Planning Commission recommendations. Motion carried.

Moved by Barington, seconded by Goldammer, to set date for August 5, 2024 on the application of Nathan Weber for a rear yard variance of 11' vs 25' and accessory building of 4,224 square feet vs 2,000 square feet located at 25154 407th Avenue, legally described as W 175' of Lot 4, Black Eagle First Addition in the SW ¼ of Section 8, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. Motion carried.

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

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Smith, to approve the amended Special Event Application for Arts in the Park on July 26-28, 2024 with fees waived for the shelter rental fee as requested. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by Tjarks, to approve Resolution #R2024-48, Plat of Lot 2, Block 3 of Lakeridge Addition, as follows:

RESOLUTION #R2024-48

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

WHEREAS, it appears from an examination of the PLAT OF LOT 2, BLOCK 3 OF LAKERIDGE ADDITION, A SUBDIVISION OF IRREGULAR TRACTS NOS. 1 AND 2 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 2, BLOCK 3 OF LAKERIDGE ADDITION, A SUBDIVISION OF IRREGULAR TRACTS NOS. 1 AND 2 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.

CONSIDER APPROVAL:

Moved by McCardle, seconded by Goldammer, to approve Agreement #A2024-33, Tax Increment District #36 Developer Agreement with revised language. Motion carried.

PRESENTATION/DISCUSSION:

Phil Gundvaldson of Infrastructure Design Group presented a multi-year evaluation on improving water flow and drainage at Dry Run Creek.

EXECUTIVE SESSION:

Moved by Goldammer, seconded by Smith, to go into Executive Session as permitted by SDCL 1-25-2(3) Legal and 1-25-2(4) Negotiations. Motion carried.

Mayor Hanson declared the board out of executive session at 8:19 p.m. and the City Council to reconvene in regular session at 8:20 p.m.

ADJOURN:

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

Michelle Bathke

Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

WORK SESSION OF THE CITY COUNCIL
MITCHELL, SOUTH DAKOTA

July 29, 2024
6:00 P.M.

PRESENT: Mayor Jordan Hanson, Mike Bathke, John Doescher, Tim Goldammer, Dan Sabers, Jeffrey Smith, Susan Tjarks

ABSENT: Marty Barington

PRESIDING: Council President Kevin McCardle

REVIEW:

City Administrator Stephanie Ellwein presented an overview of the 2025 budget timeline and reviewed the current revenue.

Public Works Director Joe Schroeder updated the City Council on the Lake Mitchell drawdown and dredging timeline, the wetland progress, and the secondary water source.

Discussion also took place on possible future work session topics including sidewalk plan, lighting in parks, Corn Palace renovations, Cadwell Park improvements, drainage projects, and rental inspections.

ADJOURN:

There being no further business to come before the meeting, Council President McCardle adjourned the work session at 7:40 p.m.

Michelle Bathke
Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

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

1. Call to Order

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

2. Recognition of Jay Larson's 40 years of Service to Planning Commission

Mayor Hanson read the following.

Jay Larson was appointed to Planning Commission on June 14, 1984 and voted chairman of the Planning Commission for the first time at the May 28, 1985 meeting. Jay Larson has been part of multiple ordinance revisions/amendments and helped with several comprehensive plan updates. Jay Larson has signed over an estimated 1,000 plats during his time as chair. Jay Larson's last meeting was June 24, 2024.

I, Jordan Hanson, Mayor of the City of Mitchell do hereby give Jay Larson a Key to the City of Mitchell for his 40 years of Service on the Planning Commission and in honor of all the doors he has helped the citizens of Mitchell open over the years.

3. Roll Call

Quorum is met, simple majority vote required for all items.
Present: Doescher, Genzlinger, Havlik, Osterloo, Schmitz, Schreurs, Sonne.
Absent: Jirsa.
Staff Present: Dammann, Ellwein, Mayor Hanson, Jenniges, J Johnson, Schroeder.

4. Election of Officers

Election of Chairperson for a 1 year term from July 2024 to June 2025.
Motion by Sonne, seconded by Schmitz to nominate Genzlinger as Chairperson.

There being no other nominations, motion by Osterloo, seconded by Schmitz, that nominations cease and a unanimous ballot be cast. All present voting aye, motion carried

Chairperson Genzlinger took over the meeting.

Election of Vice-Chairperson for a 1 year term from July 2024 to June 2025.
Motion by Genzlinger, seconded by Schmitz to nominate Osterloo as Vice-Chairperson.

There being no other nominations, motion by Schmitz, seconded by Sonne, that nominations

cease and a unanimous ballot be cast. All present voting aye, motion carried.

5. Declaration Of Conflicts Of Interests
None.

6. Approve Agenda
Motion by Schmitz, seconded by Havlik to approve the proposed agenda. All present voting aye, motion carried.

7. Approval of Previous Minutes: June 24, 2024
Motion by Osterloo, seconded by Sonne to approve the proposed minutes of the June 24, 2024 Planning Commission Meeting. All present voting aye, motion carried.

8. Schedule Next Meeting: July 22, 2024
Motion by Havlik, seconded by Osterloo to set the date for the next Planning Commission Meeting for July 22, 2024. All present voting aye, motion carried.

9. Conditional Use Permit: Darla Kummer
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.

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. The applicant was present to answer questions.

The applicant stated she will be state certified and has already passed their inspection. She has a a new playground set, a fenced backyard and removed a pool that was previously there.

Motion by Osterloo, seconded by Schmitz 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. All present voting aye, motion carried.

10. Plat: Ethan Coop Lumber
Plat of Lot 2, Block 3 of Lakeridge Addition, a subdivision of Irregular Tracts Nos. 1 and 2 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 stated this follows their master plan. This will be the 5th lot platted in this development. There will be a few minor changes to the first page plat to fix a few mistakes, but will not affect the legal or boundaries of the proposed plat.

Motion by Schmitz, seconded by Havlik to approve the plat as amended. All present voting aye, motion carried.

11. Other Business:
Jay Schreuers introduced himself to the board and gave a brief history of his work and family background.

Genzlinger questioned the input from the board on their opinions of the City Council work session being held on some lake lots. Justin Johnson gave a high level description of what will be discussed tonight at council and the procedures that follow the different options. Jenniges noted there is a lot of land and ROW around the lake that has not been platted so a first step of just platting land isn't saying other projects or land sales will happen. The overall layout of some of the proposed parcels follows the zoning of the area if they were to be platted. Ellwein noted there would be no votes tonight, just discussion only.

12. Public Input:
None.

13. Adjourn
Chairperson Genzlinger adjourned the meeting at 12:23 P.M.

_____
Kevin Genzlinger
Planning Commission Chairperson

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

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

2. Roll Call
Quorum is met, a simple majority vote is required for all items.
Present: Genzlinger, Havlik, Jirsa (telephonically), Osterloo, Schmitz, Schreurs, Sonne.
Absent: Doescher
Staff Present: Dammann, Mayor Hanson, Hegg, Jenniges, J Johnson, Schroeder.

3. Declaration Of Conflicts Of Interests
Jirsa item #8.
Sonne item #8.

4. Approve Agenda
Motion by Schmitz, seconded by Osterloo to approve the amended agenda. All present voting aye; motion carried.

5. Approval of Previous Minutes: July 8, 2024
Motion by Sonne, seconded by Havlik to approve the proposed minutes of the July 8, 2024 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: August 12, 2024
Motion by Havlik, seconded by Osterloo to set the date for the next Planning Commission Meeting for August 12, 2024. All present voting aye; motion carried.

7. Variance Permit: Nathan Weber
Nathan Weber has applied for a Variance Permit for a rear yard setback of 11' vs 25' and accessory building of 4,224 square feet vs 2,000 square feet. This is located at 25154 407th Ave, legally described as W 175' of Lot 4, Black Eagle First Addition in the SW 1/4 of Section 8, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The 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 for or against the variance. The applicant was present to answer questions.

Jenniges gave an overall history of the lots in the area. He also noted that per the Comprehensive Plan, it is classified as a mixed use area. Also, surrounding it, the Comprehensive Plan has it as low density-residential and the city has it as R4 high-density residential zoning, so some zoning updates should be done. There is a kitchen, bathroom and main room of over 120 square feet, so this meets the building code definition of a dwelling unit, just has a big accessory building with it. The requested setback was to help keep uniform spacing with the existing buildings out there. The layout of the area with the ingress/egress easement on the south side of the lots makes it seem like the front setback should be to the south, but it's really 407th Ave to the west.

The applicant stated the request is to keep the area uniform and aesthetically pleasing. This layout was agreed to by the owners of the area prior to purchasing. He has talked to the landowner to the north and setting the shed back further gives that neighbor a better sight line. Also, keeping the shed back further will help with backing trailers into the shed, 45' vs 60' makes a big difference.

Osterloo questioned if there was anything in the ordinance about a "shouse". Hegg answered that we define them as a dwelling unit because they meet those definitions. We do not have anything specifically pertaining to "shouse or barndominium". It's a dwelling unit with a garage by definition of the building code.

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

8. Hearing and Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District 37

Jenniges gave an overview of the area where TIF 37 would be located. He noted it was published in the official newspaper with a bigger boundary but only the recent plat legal description would need to be used which is what is in the project plan. Jenniges noted the applicant is requesting around $519,000 with the TIF and they have eligible TIF expenses of around $770,000. This is a grant pass through and does not go against the city's constitutional debt. The applicant has 5 years to spend the increment and 20 years to pay it back. The applicant is moving from their existing location and by doing so is expanding the footprint of their building as well as the footprint of the coverage area, which would create at least 3 more employees.

Johnson agreed with the overview Jenniges gave. This does not go against the city's constitutional debt and expires in 20 years or can be paid off earlier. The applicant is responsible for getting certified costs to the city. The city's TIF review committee met and reviewed the TIF with the final product of the plan being presented to this board.

Don Petersen of Morgan Theeler, representing the applicant, stated they sent the plan to the state, and they have preliminary approval of this being an Economic Development TIF.

Motion by Schmitz, seconded by Havlik, to set the boundaries for TIF District #37 to include the following:

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.

Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – abstain, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – abstain. 5 aye, 0 nay and 2 absent; motion carried.

Motion by Osterloo, seconded by Havlik to approve the project plan and recommend approval of TIF District #37. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – abstain, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – abstain. 5 aye, 0 nay and 2 absent; motion carried.

9. Other Business:
None.

10. Public Input:
None.

11. Adjourn
Chairperson Genzlinger adjourned the meeting at 12:15 P.M.

_____
Kevin Genzlinger
Planning Commission Chairperson

Public Library Board of Trustees Minutes

Mitchell Public Library, 221 N. Duff Street

May 21, 2024

1. **Call to Order**
   Board President Nath called the meeting to order at 5:15 p.m.

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

3. **Approval of Agenda**
   There were no changes to the agenda. Motion by Tjarks, seconded by Temple, to approve the agenda. All members present voted "Aye". Motion passed.

4. **Approval of Minutes**
   Board members reviewed the minutes from the March 25, 2024 board meeting. Motion by Everson, seconded by Temple, to approve these minutes as amended. All members present voted "Aye". Motion passed.

5. **Director's Report**
   Board members reviewed written reports and monthly statistics for March and April 2024. Kenkel and North provided additional comments regarding the written reports. Motion by Tjarks, seconded by Everson, to approve the director’s report. All members present voted “Aye”. Motion passed.

6. **Financial Report & Approval of Bills**
   Kenkel submitted four bills for approval to be paid. Motion by Temple, seconded by Tjarks, to approve payment of the submitted bills. Board members reviewed the March and April 2024 bank statements and financial reports. Motion by Tjarks, seconded by Temple, to approve the financial reports. All members present voted “Aye”. Motion passed.

7. **Business Items**

   A. **Action to Approve Funding Requests for May 2024**
   Kenkel presented one funding request of $3,740.00. This funding request is for purchasing four computers to replace nine-year-old public-use computers. Motion by Everson, seconded by Temple, to approve this funding request. All members present voted "Aye". Motion passed.

8. **Committee Reports**
   Kenkel reported that 368 people completed the community survey for strategic planning. The staff survey is running through the end of May. The Strategic Planning Committee will meet in June to begin reviewing survey results, census data, and library use numbers.

9. **Board Input**
   Tjarks asked about library budget requests for 2025. Kenkel informed board members that there will be a funding request for installing track lighting on the perimeter soffit. The perimeter of the library is dark, which makes locating books difficult. Other than that, the library's budget request will be similar to previous year.

10. **Citizen's Input**
    Everson commented that she appreciates how good the library looks with all the updates made over the past few years.

11. **Adjournment**
    Kenkel asked board members if they want to forego training in June. With summer schedules board members decided to not have a June training session. The next Board of Trustees meeting is scheduled for July 16, 2024 at 5:15 p.m. in City Council Chambers at City Hall. This will be the annual reorganization meeting.

    There being no further business, Nath declared the meeting adjourned at 6:00 p.m.

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

1. Call To Order

Jay Larson called the July 11th, 2024 Community Services Advisory Board Meeting to order at 10:00am.

2. Roll Call

Members Present: Jay Larson, Penny Virchow, Wendy Linke, Cole Morgan, Sarah Beckstrom, Kristi Bitterman, Al Jacklin, and Jan Quenzer
Members Absent: None
Ex-Officio Members Present: John Doescher
Staff Present: Jessica Pickett and Amy Hurt

3. Approval of Agenda

A motion was made by Jan Quenzer second by Kristi Bitterman to approve that agenda. All members present voting aye motion carried.

4. Approval Minutes From Previous Meeting

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

5. Introductions

Introductions were done by all board members, introducing themselves to new board member Penny Virchow.

6. Palace Transit Audit

The Palace Transit 5311 audit conducted for the month of March 2024 was finalized by SDDOT. There were no findings, and showed that we are in compliance with Federal and State regulations.

7. Palace Transit Holiday Hours

The city observed holiday list was provided for the board members along with the Palace Transit Holiday Hours. Juneteenth and Veterans Day are two holidays that Palace Transit still provides rides at the $3.00 rate. In order to provide rides on those two holidays, we have to use full-time drivers at a rate of 2 1/2 times their hourly rate, which is not budgeted for. The board was asked to consider being closed all holidays, which includes Juneteenth and

Veterans Day. The board discussed the pros and cons of being closed those two holidays. Al Jacklin made the motion to close on all holidays, including Juneteenth and Veterans Day. Motion failed due to no second. Motion was made by Kristi Bitterrman second by Jay Larson to leave the two holidays as is and provide rides those days.Five members present voted aye and three members present voted no, motion carried.

8. Transit Software Update

Palace Transit is in the works of getting a new software program. The program is being developed by Spare Platform, which will include an App to schedule rides. The goal is to have the new software up and going by August before school starts. The new software will route the most efficient way to run the routes.

9. Transit Statistical Report

The 2023 Transit Statistical Report was given to the board members. The report shows the service hours, ridership characteristics, ride type and the funding and expenditures. The report also shows the ridership comparison for FY19-23, with 2023 having the most rides.

10. Transit Mini Vans

The City Council approved the purchase of two used minivans from the Federal Surplus. This only used half of the grant funding allowed for the purchase of the vans. Radios, equipment, and possibly advertising are needed before we can start using them.

11. Procurement Policy

The board members were provided with an updated copy of our Procurement Policy. The DOT is required to update the Procurement Policy to comply with new regulations and thresholds. This was originally due on July 10th, but was given a two-day extension to present it to the board. Motion was made by Kristi Bitterman second by Al Jacklin to approve the updated Procurement Policy. All members present voting aye, motion carried.

12. United Way Funding

United Way funds were awarded for three of our programs. The Nutrition Program received $1,000, MVP received $3,000, and JVCC received $7,000 in United Way funding.

13. City Budgets

Jessica is currently working on the City Budgets, and asked the board if there is any items they thought we needed to add to the budget. She budgeted for a bike rack, table tennis/ping pong table, Wi-Fi for the JVCC, and Transit grant funded items. We will also have to budget the increased salaries for Juneteenth and Veterans Day. It was suggested that we think about raising the dues of the JVCC and the meal donation amounts to keep up with inflation.

14. Flood Update

During the flood, Palace Transit was used to evacuate people from a flooded area and take them to the Rec Center. The only damage the James Valley Community Center was water in Jessica's office.

15. JVCC Bingo Update

The new bingo equipment is installed and is working great. We have had bingo twice, and it all worked great. A new TV was installed to display the bingo numbers and a new computer and program was installed. For the first two bingo events, extra prizes were given out.

16. Citizens Input

Jay Larson invited everyone to attend the Harvet Festival on September 14th and 15h. There was no other citizen input to record.

17. Department Reports and Updates

A. Palace Transit

The year-to-date Ridership Report for April, May, and June was given to the board members. The report breaks down the rides by special emphasis on elderly riders, handicap riders, school-age riders, and general public riders. The results are then compared to last year. For the fiscal year we are up on rides and miles.

B. Adult Nutrition

Board members were given the May and June Nutrition Reports. The May report was the end of our fiscal year, and showed that we served 49,199 eligible meals and 50,132 total meals. We are up 1,629 meals from last year and up 2,399 meals to our original projections. June meals are down due to the Parkston site being closed for a while.

C. Mitchell Volunteer Program

We currently have 158 volunteers enrolled in the Mitchell Volunteer Program. The report given to the board members shows the non-profits in the community that the volunteers helped with in May and June.

D. James Valley Community Center

The JVCC Progress Report for May-June 2024 was given to the board members. The report shows activities, events, and fundraisers that are going on at the James Valley Community Center. Wellness Wednesday with Mike Baker on Bird Watching was a hit.

18. Next Meeting

The next meeting will be Thursday, September 12th, 10:00am at City Hall Council Chambers.

19. Adjournment

The meeting was adjourned by Jay Larson at 10:51am.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Park and Rec	Date Submitted:	08/05/2024
Budget line # to be supplemented:	201-45140-41120	Budget line description:	Rec Center Part Time Payroll
Supplemental amount requested:	$3,000	Submitted by:	Kevin Nelson

Describe the need for the supplemental funds:

Account was expended for a grant-funded program. This request seeks to replenish the line item via the related program grant funding.

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

○ yes ◉ no

What budget line # is the re-appropriation from?

201-33410

What is the amount of the budget line was unspent?

N/A

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

N/A

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

◉ yes ○ no

Amount of funds received:

$3,000

Funds received from:

Dept of Health

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

N/A

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Park and Rec	Date Submitted:	08/05/2024
Budget line # to be supplemented:	201-45140-42300	Budget line description:	Rec Center Publishing
Supplemental amount requested:	$2,978	Submitted by:	Kevin Nelson

Describe the need for the supplemental funds:

Account was expended for a grant-funded program. This request seeks to replenish the line item via the related program grant funding.

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

○ yes ◉ no

What budget line # is the re-appropriation from?

201-33410

What is the amount of the budget line was unspent?

N/A

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

N/A

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

◉ yes ○ no

Amount of funds received:

$2,978

Funds received from:

Dept of Health

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

N/A

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Park and Rec	Date Submitted:	08/05/2024
Budget line # to be supplemented:	201-45140-42600	Budget line description:	Rec Center Supplies and Materials
Supplemental amount requested:	$325	Submitted by:	Kevin Nelson

Describe the need for the supplemental funds:

Account was expended for a grant-funded program. This request seeks to replenish the line item via the related program grant funding.

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

○ yes ◉ no

What budget line # is the re-appropriation from?

201-33410

What is the amount of the budget line was unspent?

N/A

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

N/A

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

◉ yes ○ no

Amount of funds received:

$325

Funds received from:

Dept of Health

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

N/A

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:	August 5, 2024	**Requested By:**	Stephanie Ellwein
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	n/a.		
Agenda Item:	Authorization to Proceed with Remaining Design Fees for the Lake Mitchell Improvement Project with Barr Engineering Co (Project #2021-20)		
Explanation/Background of Agenda Item Requested:	The City Council did not authorize funding for the remaining Dredge design in the 2024 Budget due to wanting to wait for the outcome of the June Election. However, the City does have $3.5 million budgeted in 2024 for the drawdown project. This budget will not be fully expended in 2024. Those funds will be used to fund the remaining design services for the drawdown and dredge. This request will authorize the City to proceed with the remaining design out of the budgeted $3.5 million to keep the project moving. This authorization will not increase the overall $25 million authorization for the Lake Project.		

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:	August 5, 2024	**Requested By:**	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	$24,727		
Agenda Item:	Patton Young Park Playground Contingency Funding Request		
Explanation/Background of Agenda Item Requested:	The playground installation is nearly complete at Patton Young Park. The remaining related expenses are as follows: Concrete pours (equipment footings and base under main play system): $16,000 Engineered Wood Fiber (for wherever polymer tile isn't installed): $5,500 Polymer Tile Installation: $10,433 Total: $31,933 The total remaining budget for playground and install is $24,727 This request is for the difference of $7,206. See attached for install contract pricing. Concrete pricing based upon estimate from engineering - it has been poured but no invoice as of yet. Wood fiber price based upon shipment received for other Mitchell parks earlier this year. Staff recommends approval.		

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/13/2023
Quote #
99599-02-01

Patton Young Park Tile Surfacing (REV5)

City of Mitchell
Attn: Kevin Nelson
1100 W Cedar Ave
Mitchell, SD 57301
Phone: 605-995-8450
knelson@cityofmitchell.org

Ship to Zip 57301

Quantity	Part #	Description	Unit Price	Amount
1	TILE	GT-Impax - Interlocking Tile Surfacing w/ ramp edge- • Color: GREEN • 1096 SF w/ 107 LF edges • 3.25" Thick for 8' CFH • (304) 2' x 2' tiles • (27) ramp edges	$21,103.00	$21,103.00
1	INSTALL	MISC - Installation of Tile Surfacing	$10,433.00	$10,433.00
Contract: OMNIA #2017001134			**Sub Total**	$31,536.00
			Total	**$31,536.00**

Comments

* Tile surfacing installation assumes site will be clear, level, free of osbtructions, and accessible to installation equipment. Concrete subbase not included.

* Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

***Prices valid through 7/31/23.**

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
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704.525.7356 FAX

06/13/2023
Quote #
99599-02-01

Patton Young Park Tile Surfacing (REV5)

GAMETIME - TERMS & CONDITIONS:

- PRICING: **Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

06/13/2023
Quote #
99599-02-01

Patton Young Park Tile Surfacing (REV5)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): Kevin Nelson Title: Director, Parks & Recreation

Telephone: 605-995-8450 Fax: _____

P.O. Number: _____ Date: 7/25/23

Purchase Amount: **$31,536.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature Customer Signature

BILLING INFORMATION:

Bill to: City of Mitchell

Contact: Kevin Nelson

Address: 612 North Main St, City Hall

Address: _____

City, State: Mitchell, SD Zip: 57301

Tel: 605 995-8450 Fax: _____

E-mail: kevin.nelson@cityofmitchellsd.gov

SHIPPING INFORMATION:

Ship to: Mitchell Parks Dept Shop

Contact: Steve Roth

Address: 421 South Foster

Address: _____

City, State: Mitchell, SD Zip: 57301

Tel: 605 995-9663 Fax: _____

E-mail: steve.roth@cityofmitchellsd.gov

South Dakota Department of Revenue

445 E Capitol Ave

Pierre, SD 57501

Form: 2040

Streamlined Sales and Use Tax Agreement

Certificate of Exemption

[ ] Check if you are attaching the Multi-State Supplemental Form

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

[ ] Check if this certificate is for a single purchase. Enter the related invoice/purchase order number: _____

Name of Purchaser: City of Mitchell

Business Address: 612 North Main City: Mitchell State: SD Zip: 57301

Purchaser's Tax ID No.: 1018-1188-RG State of Issue: SD Country of Issue: _____

If No Tax ID No., enter one of the following: FEIN: _____ Foreign Diplomat Number: _____

Driver's License Number/State Issued ID Number: _____ State of Issue: _____

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

Seller's Address: _____ City: _____ State: ____ Zip: _____

Check the box that best describes your business.

[ ] Accommodation and food services
[ ] Agricultural, foresting, fishing, hunting
[ ] Construction
[ ] Finance and insurance
[ ] Information, publishing, and communications
[ ] Manufacturing
[ ] Mining
[ ] Real estate
[ ] Rental and leasing
[ ] Retail trade
[ ] Transportation and warehousing
[ ] Utilities
[ ] Wholesale trade
[ ] Business services
[ ] Professional services
[ ] Education and health-care services
[ ] Nonprofit organization
[✓] Government
[ ] Not a business
[ ] Other (explain): _____

Reason for Exemption (Check the box that best identifies)

[ ] Federal government (department): _____
[✓] State or local government (name): City of Mitchell
[ ] Tribal government (name): _____
[ ] Foreign diplomat (#): _____
[ ] Charitable organization (#): _____
Religious organization (does not apply in SD)
[ ] Resale (#): _____
[ ] Agricultural production (#): _____
Industrial production/manufacturing (does not apply in SD)
[ ] Direct pay permit (#): _____
[ ] Direct mail (#): _____
[ ] Other (explain): _____
[ ] Educational organization (#): _____

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature: Michelle Bathke Name: Michelle Bathke Title: Finance Officer Date: 01/04/2022

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:	August 5, 2024	**Requested By:**	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Acceptance of State Department of Health Mosquito Control Grant Funding		
Explanation/Background of Agenda Item Requested:	Seeking council approval of up to $12,000 in grant funding awarded by the State Department of Health.		

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:	August 5, 2024	**Requested By:**	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Acceptance of State Department of Health Grant Funding for Chronic Disease Program		
Explanation/Background of Agenda Item Requested:	Seeking council approval of acceptance of the up to $52,000 in grant funding awarded by the State Department of Health.		

2 5 S C 0 9 0706 _ _ _ _

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
BETWEEN

City of Mitchell 612 N Main Street Mitchell, SD 57301	South Dakota Department of Health Division of Family and Community Health Office of Disease Prevention and Health Promotion 600 E. Capitol Avenue Pierre, SD 57501-2536 605.773.3361
Referred to as "Consultant"	Referred to as "State"

The State hereby enters into this agreement (Agreement) for services with Contractor in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The purpose of this contract is to support comprehensive chronic disease prevention and health promotion activities in South Dakota communities.

Contractor will perform the following services:

A. Complete and submit quarterly progress reports to the State. (template will be provided by DOH)
   i. Quarter 1 report due September 1, 2024
   ii. Quarter 2 report due December 1, 2024
   iii. Quarter 3 report due March 1, 2025
   iv. Quarter 4 report due May 1, 2025

B. Participate in regular meetings via phone or videoconferencing with the State to discuss progress and any support needed.
C. Participate in evaluation activities requested by the State
D. Implement strategies identified within State approved workplan.
E. Acknowledge the State as the funding source for any State funded materials. The use of the Good & Healthy SD and other chronic disease program logos are protected and cannot be utilized without the written permission of the State.
F. Participate in the 2024 Chronic Disease Partners Meeting.
G. Required to obtain prior written approval for changes to the work plan and budget approved by the State.
H. Required to obtain written approval from the State lead prior to changing grant facilitators or fiscal agent.
I. Required to maintain phone and email capability. Notify the State of any changes in contact information.
J. Follow funding restrictions within grant application:
   i. Funds CANNOT be used for research, purchase of furniture or equipment, lobbying activities, or food/meals unless included with per diem as part of official travel.

ii. Funds CANNOT be used for direct patient care.

K. Submit monthly invoice of services and expenditures rendered to the State no later than the 15th of the month.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective on June 1, 2024 and will end on May 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

Consultant will not use State equipment, supplies or facilities.

4. CONTRACTOR IDENTIFICATION

Upon execution of this Agreement, Contractor will provide the State with Contractor's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

5. CONTRACT AMOUNT AND PAYMENT

The State will make payment for services upon satisfactory completion of the services, up to $52,000.00.

The State will not pay Contractor's expenses, including but not limited to travel, lodging and meals, as a separate item.

The TOTAL CONTRACT AMOUNT is an amount not to exceed $52,000.00.

Payment will be made pursuant to itemized invoices submitted with a signed voucher. Payment will be made consistent with the Prompt Payment Act SDCL §§ 5-26-1 through 5-26-8. Any overpayment of this Agreement shall be returned to the State within thirty (30) days after written notification to Contractor.

6. STATE AGREES TO

A. Remit funds to cover expenses upon receipt of an itemized monthly invoice. Reimbursement for personnel, salary, fringe benefits, travel/training, and supplies will be in accordance with the approved budget proposal.

7. INDEMNIFICATION

Consultant agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all actions, suits, damages, liability, or other proceedings that may arise as a result of an act or omission in performing services under this Agreement. Contractor shall defend the State of South Dakota, its officers, agents, and employees against any claim,

including any claim, action, suit, or other proceeding related to the claim. Contractor's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Contractor shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Contractor, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Contractor in the defense. This section does not require Consultant to be responsible for or defend against claims or proceedings for damages, liabilities, losses, or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

8. INSURANCE

At all times during the term of this Agreement, Contractor shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:
Contractor 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 insures, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
Contractor 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).

C. Business Automobile Liability Insurance:
Contractor 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.

D. Worker's Compensation Insurance:
Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Contractor 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, Contractor agrees to provide immediate notice to the

State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by State.

9. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Contractor 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 Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor'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 Contractor it is determined that Contractor was not at fault, then Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. SURVIVAL FOLLOWING TERMINATION:

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the terms of the following sections:

7. Indemnification
14. Controlling Law and Venue
25. Waiver of Breach
26. Sovereign Immunity
28. Disclosure of the Contract
29. Record Retention
31. Work Product
37. Transfer of Information

11. 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. Contractor 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 Contractor waives any claim against the same.

12. CERTIFICATIONS

A. <u>COMPLIANCE WITH EXECUTIVE ORDER 2020-01</u>

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.

B. 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.

C. 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.

D. 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.

13. 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 Contractor Contact Person on behalf of Contractor, 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.

14. CONTROLLING LAW AND VENUE

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.

15. INDEPENDENT CONTRACTOR

While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

17. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of 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.

18. COMPLIANCE

Contractor will comply with all federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

19. REPORTING

Contractor 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 contractor, or the State of South Dakota or its officers, agents, or employees to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor'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. Contractor'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 Contractor to report any event to law enforcement or other entities under the requirements of any appliable law.

20. SUBCONTRACTING

Contractor may not use subcontractors to perform the services described herein without the express prior written consent of State. Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Contractor will cause its subcontractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards 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. Contractor shall assist in the vetting process.

21. 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.

22. 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.

23. 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.

24. 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.

25. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

26. AUTHORITY TO EXECUTE

Contractor represents and warrants that:

A. Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

B. The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

C. Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement; and

D. Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the services. Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

28. DISCLOSURE OF THE CONTRACT

Neither party shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The Contractor acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The Contractor agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

29. RECORD RETENTION

Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of six (6) years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

30. CONFIDENTIALITY

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to the Contractor by the State and all information, regardless of format, obtained by Contractor through the provision of services as contemplated by this Agreement. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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 Contractor, and any person or entity affiliated with Contractor;
B. was known to Contractor, and any person or entity affiliated with Contractor, 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 Contractor, and any person or entity affiliated with Contractor, without the benefit or influence of the State's information; or
E. becomes known to Contractor, and any person or entity affiliated with Contractor, 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. Contractor understands that this information may be confidential and protected under applicable state or federal law. Contractor 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, Contractor agrees that is 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.

Contractor will enforce the terms of this Confidentiality Provision to its fullest extent.

Contractor 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. Contractor 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, Contractor agrees to return to the State, at Contractor's cost, any Confidential Information or documentation maintained by Contractor regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Contractor and State.

31. WORK PRODUCT

Contractor 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 Contractor 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 Contractor 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.

32. INDEPENDENT CONTRACTOR

Consultant, 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.

33. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

Consultant will not purchase capital assets or equipment using State funds.

34. INTEGRATION

This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements, and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.

35. AUDIT REQUIREMENTS
(EXPENDING $750,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending $750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-

5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, the contractor must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required 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 completed satisfactorily.

36. CRIMINAL BACKGROUND CHECKS

Pursuant to SDCL 5-18D-28, Contractor agrees that each person who has access to confidential information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement shall submit to and successfully pass a state and federal criminal background investigation and submit to a fingerprint check by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation before being granted access to any Confidential Information. The appointing authority shall submit the completed fingerprint card to the South Dakota Division of Criminal Investigation. Contractor shall be responsible for payment of any fee charged for the cost of fingerprinting and the criminal background investigation. If a disqualifying record is discovered, Contractor agrees that such individual will not have access to the Confidential Information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement. The State shall have the sole discretion to determine whether a record is disqualifying and will immediately notify Contractor.

37. TRANSFER OF INFORMATION

Upon termination of this Agreement (whether initiated by the State or Contractor) and following a written request by the State, Contractor agrees to provide to the State, at Contractor's expense, any data and other pertinent records related to services performed under this Agreement ("Information") to the State or a designee chosen by the State ("Recipient") within thirty (30) days, unless otherwise agreed by the parties. The transfer of Information shall be conducted based upon the State's standards and in accordance with all applicable laws and regulations in a format readily usable by the State or Recipient as mutually agreed by Contractor and State.

38. OTHER METHODS OF NOTICE

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

39. DILIGENCE AND SKILL

In the performance of these services and providing the deliverables under the Agreement, Contractor, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by Contractor and any subcontractors, if applicable, under this Agreement. It shall be the duty of Contractor to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. Contractor represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

Contractor shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. Contractor shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that Contractor's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by Contractor shall not in any way relieve Contractor of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of Contractor's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by Contractor's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to Contractor. The State may, in its sole discretion, require Contractor to cure such breaches. If it is necessary for Contractor to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at Contractor's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

40. INTELLECTUAL PROPERTY

In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, Contractor will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor will not improperly use any trade secrets, or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the Department and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If the Department's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

41. THIRD PARTY RIGHTS

Contractor represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Contractor's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Contractor. Contractor attests that no access of the State to software or hardware infringes upon the intellectual property rights of a third party.

42. PUBLICITY

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's services by the State and may not be so represented by Contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. Contractor may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

43. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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.

The parties signify their agreement by signing below.

DocuSigned by:
Beth Dokken
1CBD4E705CGE447...

6/18/2024

Beth Dokken, Director
Division of Family and Community Health
Department of Health

Date

DocuSigned by:
Kevin Nelson
84B8A33AB1CC407...

6/18/2024

Consultant Signature

Date

Kevin Nelson
Print or Type Consultant Name

DocuSigned by:
Darcy McGuigan
81AA69F85DFF428...

6/18/2024

Darcy McGuigan, Director
Division of Finance and Operations
Department of Health

Date

knelson@cityofmitchell.org
Consultant Email

State Contact Person: Larissa Skjonsberg Phone: 605.773.2171

Consultant Contact Person: Thomas Gulledge Phone: 605.995.8420

The following shall be completed by the Consultant:

Nonprofit __ Profit __
Consultant fiscal year beginning 2024 and ending 2025

The following shall be completed by the State:

MSA Account code 5 2 0 4 __ __ __ __ __ __ __ __ __ __ __ __ __ __

Fund Source Name: Tobacco Other	Fund Source Name:	Fund Source Name:
ALN No:	ALN No:	ALN No:
Program: 0907001 – 736 CSE	Program: 0901001 -	Program: 0901001 -
CO: 2018-Federal	CO: 2018-Federal	CO: 2018-Federal
3047-Other $52,000.00	3047-Other	3047-Other
1000-General	1000-General	1000-General
2000 – Federal COVID	2000 – Federal COVID	2000 – Federal COVID

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

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:	August 5, 2024	**Requested By:**	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Acceptance of the State Department of Health Grant Funding for the Healthy Lifestyle Diabetes Program		
Explanation/Background of Agenda Item Requested:	Seeking council approval of acceptance of the up to $15,000 in grant funding awarded by the State Department of Health.		

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STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
BETWEEN

	South Dakota Department of Health Division of Family and Community Health Office of Disease Prevention and Health Promotion
City of Mitchell 612 N Main Street Mitchell, SD 57302	600 E. Capitol Avenue Pierre, SD 57501-2536 605.773.3361
Referred to as "Consultant"	Referred to as "State"

The State hereby enters into this agreement (Agreement) for services with Contractor in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The purpose of this contract is to support delivery of a Healthy Lifestyle program and develop & implement a Diabetes Mentorship Program.

Contractor will perform the following services:

A. Deliver one 12-week lifestyle coaching cohort with community members diagnosed with prediabetes or diabetes.
B. Develop and deliver one diabetes mentorship program in the Mitchell Recreation Center with community members diagnosed with prediabetes or diabetes.
C. Complete and submit monthly progress reports to the State no later than the 10th of each month.
D. Participate in monthly meetings via phone or videoconferencing with the State to discuss progress and any support needed.
E. Participate in evaluation activities requested by the State
F. Acknowledge the State as the funding source for any State funded materials.
G. Required to obtain prior written approval for changes to the work plan and budget approved by the State.
H. Provide written notification to the State if there is a change in grant or fiscal management.
I. Follow funding restrictions within grant application:
   a. Funds CANNOT be used for research, purchase of furniture or equipment, lobbying activities, or food/meals unless included with per diem as part of official travel.
   b. Funds CANNOT be used for direct patient care.
J. Submit an invoice to the State no later than the 15th of the month for services rendered during the previous calendar month. Include with invoice supporting documentation for expenses.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective on June 1, 2024 and will end on May 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

Consultant will not use State equipment, supplies or facilities.

4. CONTRACTOR IDENTIFICATION

Upon execution of this Agreement, Contractor will provide the State with Contractor's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

5. CONTRACT AMOUNT AND PAYMENT

The State will make payment for services upon satisfactory completion of the services, up to $15,000.00.

The State will not pay Contractor's expenses, including but not limited to travel, lodging and meals, as a separate item.

The TOTAL CONTRACT AMOUNT is an amount not to exceed $15,000.00.

Payment will be made pursuant to itemized invoices submitted with a signed voucher. Payment will be made consistent with the Prompt Payment Act SDCL §§ 5-26-1 through 5-26-8. Any overpayment of this Agreement shall be returned to the State within thirty (30) days after written notification to Contractor.

6. STATE AGREES TO

A. Remit funds to cover expenses upon receipt of an itemized monthly invoice. Reimbursement for personnel, salary, fringe benefits, and supplies will be in accordance with the approved budget proposal.

7. INDEMNIFICATION

Consultant agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all actions, suits, damages, liability, or other proceedings that may arise as a result of an act or omission in performing services under this Agreement. Contractor shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Contractor's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Contractor shall engage other professionals, subject to the written approval of the State which shall not be

unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Contractor, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Contractor in the defense. This section does not require Consultant to be responsible for or defend against claims or proceedings for damages, liabilities, losses, or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

8. INSURANCE

At all times during the term of this Agreement, Contractor shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:
Contractor 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 insures, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
Contractor 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).

C. Business Automobile Liability Insurance:
Contractor 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.

D. Worker's Compensation Insurance:
Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Contractor 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, Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by State.

9. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Contractor 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 Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor'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 Contractor it is determined that Contractor was not at fault, then Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. SURVIVAL FOLLOWING TERMINATION:

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the terms of the following sections:

7. Indemnification
14. Controlling Law and Venue
25. Waiver of Breach
26. Sovereign Immunity
28. Disclosure of the Contract
29. Record Retention
31. Work Product
37. Transfer of Information

11. 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. Contractor 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 Contractor waives any claim against the same.

12. CERTIFICATIONS

A. <u>COMPLIANCE WITH EXECUTIVE ORDER 2020-01</u>

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.

B. 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.

C. 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.

D. 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.

13. 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 Contractor Contact Person on behalf of Contractor, 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.

14. CONTROLLING LAW AND VENUE

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.

15. INDEPENDENT CONTRACTOR

While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

17. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of 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.

18. COMPLIANCE

Contractor will comply with all federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

Contractor agrees to abide by all applicable provisions of the following assurances: Byrd Anti Lobbing 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 contract.

19. REPORTING

Contractor 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 contractor, or the State of South Dakota or its officers, agents, or employees to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor'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. Contractor'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 Contractor to report any event to law enforcement or other entities under the requirements of any appliable law.

20. SUBCONTRACTING

Contractor may not use subcontractors to perform the services described herein without the express prior written consent of State. Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to

indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Contractor will cause its subcontractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards 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. Contractor shall assist in the vetting process.

21. 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.

22. 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.

23. 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.

24. 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.

25. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

26. AUTHORITY TO EXECUTE

Contractor represents and warrants that:

A. Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

B. The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

C. Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement; and

D. Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the services. Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

28. DISCLOSURE OF THE CONTRACT

Neither party shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The Contractor acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The Contractor agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

29. RECORD RETENTION

Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of six (6) years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

30. CONFIDENTIALITY

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to the Contractor by the State and all information, regardless of format, obtained by Contractor through the provision of services as contemplated by this Agreement. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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 Contractor, and any person or entity affiliated with Contractor;
B. was known to Contractor, and any person or entity affiliated with Contractor, 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 Contractor, and any person or entity affiliated with Contractor, without the benefit or influence of the State's information; or

E. becomes known to Contractor, and any person or entity affiliated with Contractor, 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. Contractor understands that this information may be confidential and protected under applicable state or federal law. Contractor 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, Contractor agrees that is 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.

Contractor will enforce the terms of this Confidentiality Provision to its fullest extent.

Contractor 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. Contractor 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, Contractor agrees to return to the State, at Contractor's cost, any Confidential Information or documentation maintained by Contractor regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Contractor and State.

31. WORK PRODUCT

Contractor 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 Contractor 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 Contractor 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.

32. INDEPENDENT CONTRACTOR

Consultant, 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.

33. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

Consultant will not purchase capital assets or equipment using State funds.

34. INTEGRATION

This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements, and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.

35. AUDIT REQUIREMENTS

(EXPENDING $750,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending $750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, the contractor must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required 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 completed satisfactorily.

36. CRIMINAL BACKGROUND CHECKS

Pursuant to SDCL 5-18D-28, Contractor agrees that each person who has access to confidential information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement shall submit to and successfully pass a state and federal criminal background investigation and submit to a fingerprint check by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation before being granted access to any Confidential Information. The appointing authority shall submit

the completed fingerprint card to the South Dakota Division of Criminal Investigation. Contractor shall be responsible for payment of any fee charged for the cost of fingerprinting and the criminal background investigation. If a disqualifying record is discovered, Contractor agrees that such individual will not have access to the Confidential Information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement. The State shall have the sole discretion to determine whether a record is disqualifying and will immediately notify Contractor.

37. TRANSFER OF INFORMATION

Upon termination of this Agreement (whether initiated by the State or Contractor) and following a written request by the State, Contractor agrees to provide to the State, at Contractor's expense, any data and other pertinent records related to services performed under this Agreement ("Information") to the State or a designee chosen by the State ("Recipient") within thirty (30) days, unless otherwise agreed by the parties. The transfer of Information shall be conducted based upon the State's standards and in accordance with all applicable laws and regulations in a format readily usable by the State or Recipient as mutually agreed by Contractor and State.

38. OTHER METHODS OF NOTICE

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

39. DILIGENCE AND SKILL

In the performance of these services and providing the deliverables under the Agreement, Contractor, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by Contractor and any subcontractors, if applicable, under this Agreement. It shall be the duty of Contractor to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. Contractor represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

Contractor shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. Contractor shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that Contractor's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by Contractor shall not in any way relieve Contractor of its responsibility for the professional

quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of Contractor's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by Contractor's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to Contractor. The State may, in its sole discretion, require Contractor to cure such breaches. If it is necessary for Contractor to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at Contractor's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

40. INTELLECTUAL PROPERTY

In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, Contractor will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor will not improperly use any trade secrets, or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the Department and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If the Department's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

41. THIRD PARTY RIGHTS

Contractor represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Contractor's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Contractor. Contractor attests that no access of the State to software or hardware infringes upon the intellectual property rights of a third party.

42. PUBLICITY

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's services by the State and may not be so represented by Contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. Contractor may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

43. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Consultant is a "covered entity" as defined in the Health Insurance Portability and Accountability Act, 45 CFR §160.103, and will abide by the rules and regulations set forth in 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009).

The parties signify their agreement by signing below.

DocuSigned by:
Beth Dokken
1CDD4C705CCE447...

Beth Dokken, Director
Division of Family and Community Health
Department of Health

6/27/2024
Date

DocuSigned by:
Kevin Nelson
84B8A33AB1CC407...

Consultant Signature

6/27/2024
Date

Kevin Nelson
Print or Type Consultant Name

kevin.nelson@cityofmitchellsd.gov
Consultant Email

DocuSigned by:
Darcy McGuigan
81AA69E85BFF428...

Darcy McGuigan, Director
Division of Finance and Operations
Department of Health

7/1/2024
Date

State Contact Person: Michelle Haselhorst Phone: 605.773.2981

Consultant Contact Person: Thomas Gulledge Phone: 605.995.8420

The following shall be completed by the Consultant:

Nonprofit __ Profit __
Consultant fiscal year beginning 2024 and ending 2025

The following shall be completed by the State:

MSA Account code 5 2 0 4 __ __ __ __ __ __ __ __ __ __ __ __ __ __

Fund Source Name: Diabetes	Fund Source Name:	Fund Source Name:
ALN No: 93.988	ALN No:	ALN No:
Program: 0904006 - 009	Program: 0901001 -	Program: 0901001 -
CO: 2018-Federal $15,000.00	CO: 2018-Federal	CO: 2018-Federal
3047-Other	3047-Other	3047-Other
1000-General	1000-General	1000-General
2000 – Federal COVID	2000 – Federal COVID	2000 – Federal COVID

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

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:	August 5, 2024	**Requested By:**	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Acceptance of State Department of Health Grant Funding for Self-Measure Blood Pressure Program		
Explanation/Background of Agenda Item Requested:	Seeking council approval of acceptance of the up to $20,000 in grant funding awarded by the State Department of Health.		

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STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
BETWEEN

City of Mitchell 612 N Main Mitchell, SD 57301 605.995.8420	South Dakota Department of Health Division of Family and Community Health Office of Disease Prevention and Health Promotion 600 E. Capitol Avenue Pierre, SD 57501-2536 605.773.3361
Referred to as "Consultant" or "Contractor"	Referred to as "State"

The State hereby enters into this agreement (Agreement) for services with Contractor in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The purpose of this contract is to support continuation of a patient specific wellness program and community-based cardiovascular prevention program that focuses on self-measured blood pressure programming, physical fitness, and nutrition.

Contractor will perform the following services:

A. Enroll at least 20 patients in the Self Measured Blood Pressure Program (SMBP).
B. Provide Heart Disease and Stroke Prevention Program (HDSPP) with monthly data on patient program enrollment.
C. Provide quarterly reports, using the template provided, no later than 30 days after the conclusion of the reporting period. Reporting periods:
   i. Quarter 1: June 30, 2024 – September 30, 2024 (due October 30, 2024)
   ii. Quarter 2: October 1, 2024 – December 31, 2024 (due January 30, 2025)
   iii. Quarter 3: January 1, 2025 – March 31, 2025 (due April 30, 2025)
   iv. Quarter 4: April 1, 2025 – June 29, 2025 (due July 29, 2025)
D. Submit a success story using a provided template annually.
E. Provide data for 2304 performance measure and evaluation reporting as requested by the South Dakota Department of Health (SD DOH).
F. Acknowledge the SD DOH as the funding source for any funded materials.
G. Participate in consultation with project evaluators as requested.
H. Assist in the advancement of the statewide strategic plan by participating in the South Dakota Cardiovascular Collaborative which include scheduled meeting calls, which vary from an hour monthly to an hour quarterly.
I. Do not use funds for direct services, food, or beverages, lobbying, activities, research, incentives, construction or renovation.
J. Obtain SD DOH approval required for the purchase of permanent equipment (including but not limited to laptops, printers, furniture, etc.)

K. Submit monthly itemized invoice for services along with monthly and quarterly reports as required.
   i. A final invoice for the contract period will be required by the first week of June as determined by SD DOH fiscal.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective on June 1, 2024 and will end on May 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

Consultant will not use State equipment, supplies or facilities.

4. CONTRACTOR IDENTIFICATION

Upon execution of this Agreement, Contractor will provide the State with Contractor's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

5. CONTRACT AMOUNT AND PAYMENT

The State will make payment for services upon satisfactory completion of the services, up to $20,000.00.

The State will not pay Contractor's expenses, including but not limited to travel, lodging and meals, as a separate item.

The TOTAL CONTRACT AMOUNT is an amount not to exceed $20,000.00.

Payment will be made pursuant to itemized invoices submitted with a signed voucher. Payment will be made consistent with the Prompt Payment Act SDCL §§ 5-26-1 through 5-26-8. Any overpayment of this Agreement shall be returned to the State within thirty (30) days after written notification to Contractor.

6. STATE AGREES TO

A. Remit funds to cover expenses upon receipt of an itemized monthly invoice. Reimbursement for personnel, salary, fringe benefits, travel/training, and supplies will be in accordance with the approved budget proposal.

7. INDEMNIFICATION

Consultant agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all actions, suits, damages, liability, or other proceedings that may arise as a result of an act or omission in performing services under this Agreement. Contractor shall

defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Contractor's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Contractor shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Contractor, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Contractor in the defense. This section does not require Consultant to be responsible for or defend against claims or proceedings for damages, liabilities, losses, or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

8. INSURANCE

At all times during the term of this Agreement, Contractor shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:
Contractor 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 insures, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:
Contractor 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).

C. Business Automobile Liability Insurance:
Contractor 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.

D. Worker's Compensation Insurance:
Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Contractor 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, Contractor agrees to provide immediate notice to the

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State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by State.

9. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Contractor 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 Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor'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 Contractor it is determined that Contractor was not at fault, then Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

10. SURVIVAL FOLLOWING TERMINATION:

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the terms of the following sections:

7. Indemnification
14. Controlling Law and Venue
25. Waiver of Breach
26. Sovereign Immunity
28. Disclosure of the Contract
29. Record Retention
31. Work Product
37. Transfer of Information

11. 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. Contractor 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 Contractor waives any claim against the same.

12. CERTIFICATIONS

A. 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.

B. 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.

C. 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.

D. 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.

13. 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 Contractor Contact Person on behalf of Contractor, 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.

14. CONTROLLING LAW AND VENUE

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.

15. INDEPENDENT CONTRACTOR

While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

17. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of 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.

18. COMPLIANCE

Contractor will comply with all federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

Contractor agrees to abide by all applicable provisions of the following assurances: Byrd Anti Lobbing 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 contract.

19. REPORTING

Contractor 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 contractor, or the State of South Dakota or its officers, agents, or employees to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor'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. Contractor'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 Contractor to report any event to law enforcement or other entities under the requirements of any appliable law.

20. SUBCONTRACTING

Contractor may not use subcontractors to perform the services described herein without the express prior written consent of State. Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Contractor will cause its subcontractors, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards 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. Contractor shall assist in the vetting process.

21. 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.

22. 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.

23. 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.

24. 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.

25. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

26. AUTHORITY TO EXECUTE

Contractor represents and warrants that:

A. Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

B. The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

C. Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement; and

D. Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the services. Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

28. DISCLOSURE OF THE CONTRACT

Neither party shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The Contractor acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The Contractor agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

29. RECORD RETENTION

Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of six (6) years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

30. CONFIDENTIALITY

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to the Contractor by the State and all information, regardless of format, obtained by Contractor through the provision of services as contemplated by this Agreement. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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. Contractor, and any person or entity affiliated with Contractor, 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 Contractor, and any person or entity affiliated with Contractor;
B. was known to Contractor, and any person or entity affiliated with Contractor, 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 Contractor, and any person or entity affiliated with Contractor, without the benefit or influence of the State's information; or
E. becomes known to Contractor, and any person or entity affiliated with Contractor, 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. Contractor understands that this information may be confidential and protected under applicable state or federal law. Contractor 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, Contractor agrees that is 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.

Contractor will enforce the terms of this Confidentiality Provision to its fullest extent.

Contractor 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. Contractor 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, Contractor agrees to return to the State, at Contractor's cost, any Confidential Information or documentation maintained by Contractor regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Contractor and State.

31. WORK PRODUCT

Contractor 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 Contractor 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 Contractor 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.

32. INDEPENDENT CONTRACTOR

Consultant, 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.

33. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

Consultant will not purchase capital assets or equipment using State funds.

34. INTEGRATION

This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements, and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.

35. AUDIT REQUIREMENTS
(EXPENDING $750,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending $750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, the contractor must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required 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 completed satisfactorily.

36. CRIMINAL BACKGROUND CHECKS

Pursuant to SDCL 5-18D-28, Contractor agrees that each person who has access to confidential information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement shall submit to and successfully pass a state and federal criminal background investigation and submit to a fingerprint check by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation before being granted access to any Confidential Information. The appointing authority shall submit the completed fingerprint card to the South Dakota Division of Criminal Investigation. Contractor shall be responsible for payment of any fee charged for the cost of fingerprinting and the criminal background investigation. If a disqualifying record is discovered, Contractor agrees that such individual will not have access to the Confidential Information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement. The State shall have the sole discretion to determine whether a record is disqualifying and will immediately notify Contractor.

37. TRANSFER OF INFORMATION

Upon termination of this Agreement (whether initiated by the State or Contractor) and following a written request by the State, Contractor agrees to provide to the State, at Contractor's expense, any data and other pertinent records related to services performed under this Agreement ("Information") to the State or a designee chosen by the State ("Recipient") within thirty (30) days, unless otherwise agreed by the parties. The transfer of Information shall be conducted based upon the State's standards and in accordance with all applicable laws and regulations in a format readily usable by the State or Recipient as mutually agreed by Contractor and State.

38. OTHER METHODS OF NOTICE

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

39. DILIGENCE AND SKILL

In the performance of these services and providing the deliverables under the Agreement, Contractor, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by Contractor and any subcontractors, if applicable, under this Agreement. It shall be the duty of Contractor to assure that its services and deliverables are technically sound and in conformance with all

pertinent technical codes and standards. Contractor represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

Contractor shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. Contractor shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that Contractor's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by Contractor shall not in any way relieve Contractor of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of Contractor's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by Contractor's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to Contractor. The State may, in its sole discretion, require Contractor to cure such breaches. If it is necessary for Contractor to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at Contractor's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

40. INTELLECTUAL PROPERTY

In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, Contractor will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor will not improperly use any trade secrets, or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the Department and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If the Department's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or

Services with substantially similar and functionally equivalent non-infringing Goods or Services.

41. THIRD PARTY RIGHTS

Contractor represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to Contractor's knowledge, threatened suit by any such third party based on an alleged violation of such rights by Contractor. Contractor attests that no access of the State to software or hardware infringes upon the intellectual property rights of a third party.

42. PUBLICITY

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's services by the State and may not be so represented by Contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. Contractor may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

43. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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.

The parties signify their agreement by signing below.

DocuSigned by: Beth Dokken 1CDD4C705CCE447... 6/21/2024

Beth Dokken, Director — Date
Division of Family and Community Health
Department of Health

DocuSigned by: Kevin Nelson 1A9312261DA446B... 6/20/2024

Consultant Signature — Date

Kevin Nelson
Print or Type Consultant Name

Kevin.Nelson@cityofmitchellsd.gov
Consultant Email

DocuSigned by: Darcy McGuigan 81AA69F85BFF428... 6/21/2024

Darcy McGuigan, Director — Date
Division of Finance and Operations
Department of Health

State Contact Person: Brianne Holbeck Phone: 605.367.7207

Consultant Contact Person: Thomas Gulledge Phone: 605.995.8420

The following shall be completed by the Consultant:

Nonprofit __ Profit __
Consultant fiscal year beginning 2024 and ending 2025

The following shall be completed by the State:

MSA Account code 5 2 0 4 __ __ __ __ __ __ __ __ __ __ __ __ __ __

Fund Source Name: Heart Disease & Stroke	Fund Source Name: Preventive Block	Fund Source Name:
ALN No: 93.426	ALN No: 93.758	ALN No:
Program: 0904006 - 355	Program: 0904006 – 100 PB J	Program: 0901001 -
CO: 2018-Federal $19,000.00	CO: 2018-Federal $1,000.00	CO: 2018-Federal
3047-Other	3047-Other	3047-Other
1000-General	1000-General	1000-General
2000 – Federal COVID	2000 – Federal COVID	2000 – Federal COVID

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 7-23-2024

Organization: American Legion Post 18

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

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

Contact Information:

Name: Hugh Holmes

Address: 700 S. Montana Mitchell

Phone #: 605-299-6344

Email: hugh.holmes@icloud.com

501(c) 3 – (Non-Profit): yes X no____ eligible____

Dates of Ticket Sales: Sept 1, 2024 - Dec 1, 2024

Date of Raffle Drawing: Dec 1, 2024

Value of Raffle Prize: $ 400.00

Proceeds Benefitting: Post 18 Youth Activities

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

Date Received: 7/23/24 KS

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 7/22/24

Organization: Mitchell Athletic Booster Club (MABC)

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

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

Contact Information:

Name: Jen Bradley

Address: PO Box 615, Mitchell

Phone #: 605-999-7659

Email: jenniferjamiebradley@gmail.com

501(c) 3 – (Non-Profit): yes ✓ no____ eligible____

Dates of Ticket Sales: Kernel Home football, boys & girls basketball games

Date of Raffle Drawing: Same day as dates

Value of Raffle Prize: 50/50 drawing (approx $100-$500 per event)

Proceeds Benefitting: MABC

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

Date Received: 7-22-24

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____

Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 7/30/24

Organization: Mitchell Area Networking Association - MANA

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

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

Contact Information:

Name: Ashley Hobbs - President

Address: Mitchell, SD

Phone #: 605-996-3915

Email: MANAofMitchellSD@gmail.com

501(c) 3 – (Non-Profit): yes ✓ no_____ eligible_____

Dates of Ticket Sales: Oct. 1 – Jan. 9, 2025

Date of Raffle Drawing: Jan. 9, 2025

Value of Raffle Prize: Quilt $1,000

Proceeds Benefitting: James Valley Community Center

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

Date Received: 7-30-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	August 5, 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:	Special Event Permit Application For DWU Blue & White Days Parade on Saturday, October 12, 2024		

Explanation/Background of Agenda Item Requested:

Dakota Wesleyan University is requesting a Special Event Permit for their annual, homecoming, Blue & White Days Parade, which takes place Saturday, October 12th, 2024, from 10:00 AM until 11:00 AM.

The event is being held on Mitchell's Main Street and is open to the public.

Please refer to the attached Special Event Permit Application for more details about the event.

The Special Event Permit Application requests the following on Saturday, October 12th, 2024:

- Street Closure ($200 fee)
- Parking Lot Closure ($200 fee-waived if also requesting street closure)
- Parade Permit - with escort & closures ($250 fee)

The following street closures are requested on Saturday, October 12th, from 7:00 AM until Noon:

- 10th Ave. from Main Street to N. Davison St. (portion of this closure will be for staging, as shown in yellow on map)
- 9th Ave. from Main Street to N. Davison St. (portion of this closure will be for staging, as shown in yellow on map)
- N. Lawler St. from 7th Ave. to 10th Ave. (staging areas in yellow on map)
    - **N. Kimball St. will remain open.**
    - **There will still need to be business access (Graham Tire Company, TMA, Lawler Automotive, and Tri-M Tunes) from 7th Ave & Lawler St. to the north. Parade floats and vehicles will be required to stage/park in the Disco Parking Lot ONLY.**
- N. Langdon St. from 9th Ave. to 11th Ave.
- Main Street from 9th Ave. to Railroad St.

***Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s).**

The following parking lot closure is requested on Saturday, October 12th, from 6:00 AM until 1:00 PM.

- The Disco Parking Lot (staging area)

Parade staging will take place in the Disco Parking Lot. Parade entries will make their way to Main Street on 9th Ave. from east to west. The parade route will run on Main Street from 9th Ave. to Railroad St. Participants will travel along the route once.

Please reference the attached Staging/Route/Closure Maps for further information.

Dakota Wesleyan University will provide a Certificate of Liability Insurance Form once it becomes available.

***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 #3617

Date Submitted: 7/23/2024

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:*

Dakota Wesleyan University Blue & White Days Parade

Event Date:*

10/12/2024 —

Event Hours:*

10:00 AM — 11:00 AM

Permit(s) & License(s) requests included in this application:*

- [x] Street Closure(s) ($200 Fee)
- [x] Parking Lot Closure(s) ($200 Fee - waived if also requesting street closure)
- [x] 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)

10/12/2024	07:00 AM	—	10/12/2024	12:00 PM

Time Requested for Parking Lot Closure(s)

10/12/2024	06:00 AM	—	10/12/2024	01:00 PM

Event Information:

Overall Event Description:*

Dakota Wesleyan University's annual homecoming parade will be held on Saturday, Oct. 12, 2024 at 10 a.m. on Mitchell's Main Street. Check-in begins at 8 a.m. Prior to check-in, DWU students and employees arrive by 7:30 a.m. to prepare for arrivals in the City parking lot between Kimball and Lawler Street. The parade usually lasts an hour. It begins on Main Street and 9th Avenue and then travels south until E. Railroad Street.

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:*

50-80 floats, 1,000 people in attendance

Name of Group Sponsoring the Event:*

Dakota Wesleyan University

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:*

Jan Larson

Contact Person's Email:*

jan.larson@dwu.edu

Phone Number: *

6059952614

Day of Event Contact Person:*

Jan Larson

Contact Person's Email:*

jan.larson@dwu.edu

Phone Number:*

6059952614

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.*

The parade will travel south on Main Street, entering from 9th Avenue and ending on Railroad Street by the Depot. Participants will travel through the parade route once. We would like to reserve the City parking lot, between Lawler and Kimball streets; and portions of Lawler Street, 9th Avenue, 10th Avenue, and N. Langdon Street for staging. We are holding a High School Band Competition this year, so we are anticipating more participation from area schools. The additional staging areas will allow for schools to park buses and trailers in their designated staging space. Most of the parade entries will park in the City parking lot. See map for details.

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.*

Parade participants will park in designated staging areas, including the City parking lot and closed streets. Community members and patrons will have access to the parade and parking from the streets surrounding Main Street and other public parking lots. We have not had an issue with safety concerns in the past. Mitchell Public Safety and the police department are invited to patrol the area and assist with crowd control as needed.

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/pı — hh:mm am/pı

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/pı

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

mm/dd/yyyy

Time of Display

hh:mm am — hh:mm am

Type of Fireworks

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

Exact Location of Display:

What are the width perimeter requirements?

Insurance Requirements

Insurance for your event is **REQUIRED** before final permit approval.

Special Events: you will need $1,000,000 Commercial General Liability Insurance 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*

College Risk Retention Group Inc. - EIIA

Agent's Name

Rachel Markunas

Policy Number

GL090123

Phone Number

800-537-8410

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.*

Jan Larson

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.*

Jan Larson

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.*

Jan Larson

I am attaching the following items:

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

Parade Route Map Attachment

DWU Parade Route 2024.pdf

Street or Parking Lot Closure Map Attachment

DWU Parade Route 2024.pdf

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 _____

_____

_____

_____ _____

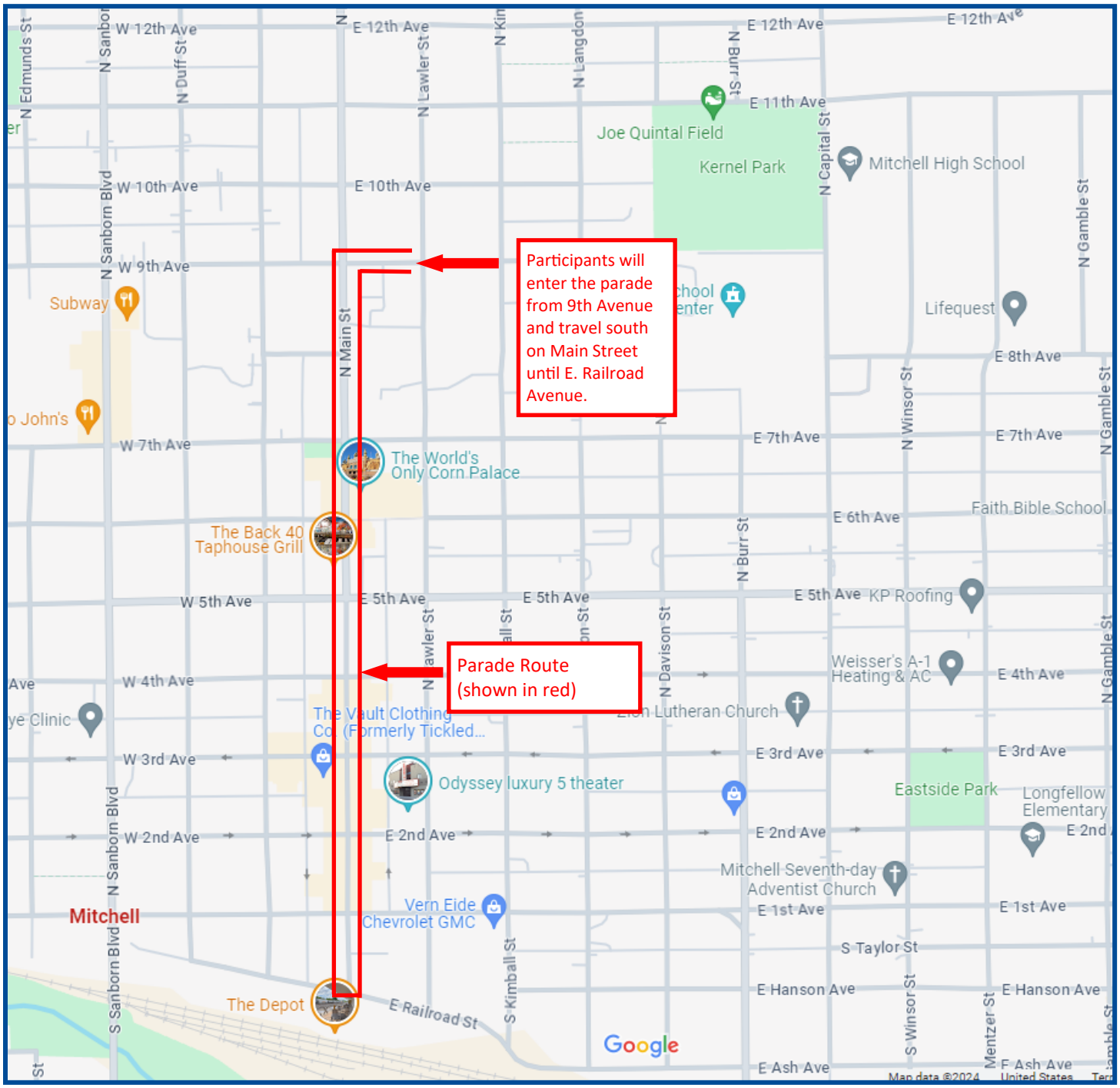
Finance Officer Mayor

(Seal)

Date Approved: _____ Amount of Fees Paid: _____

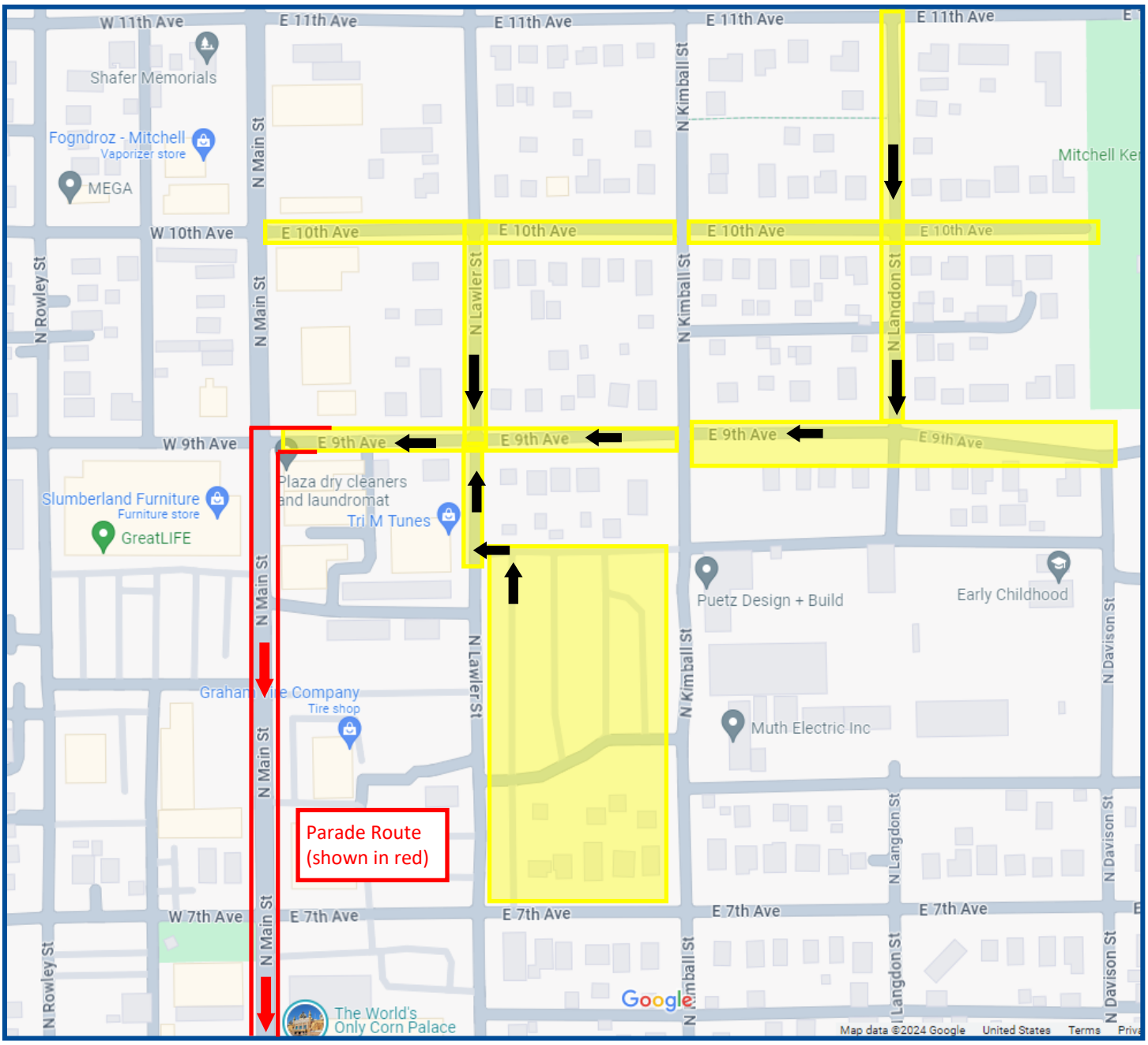
DAKOTA WESLEYAN UNIVERSITY

Blue & White Days Parade Route



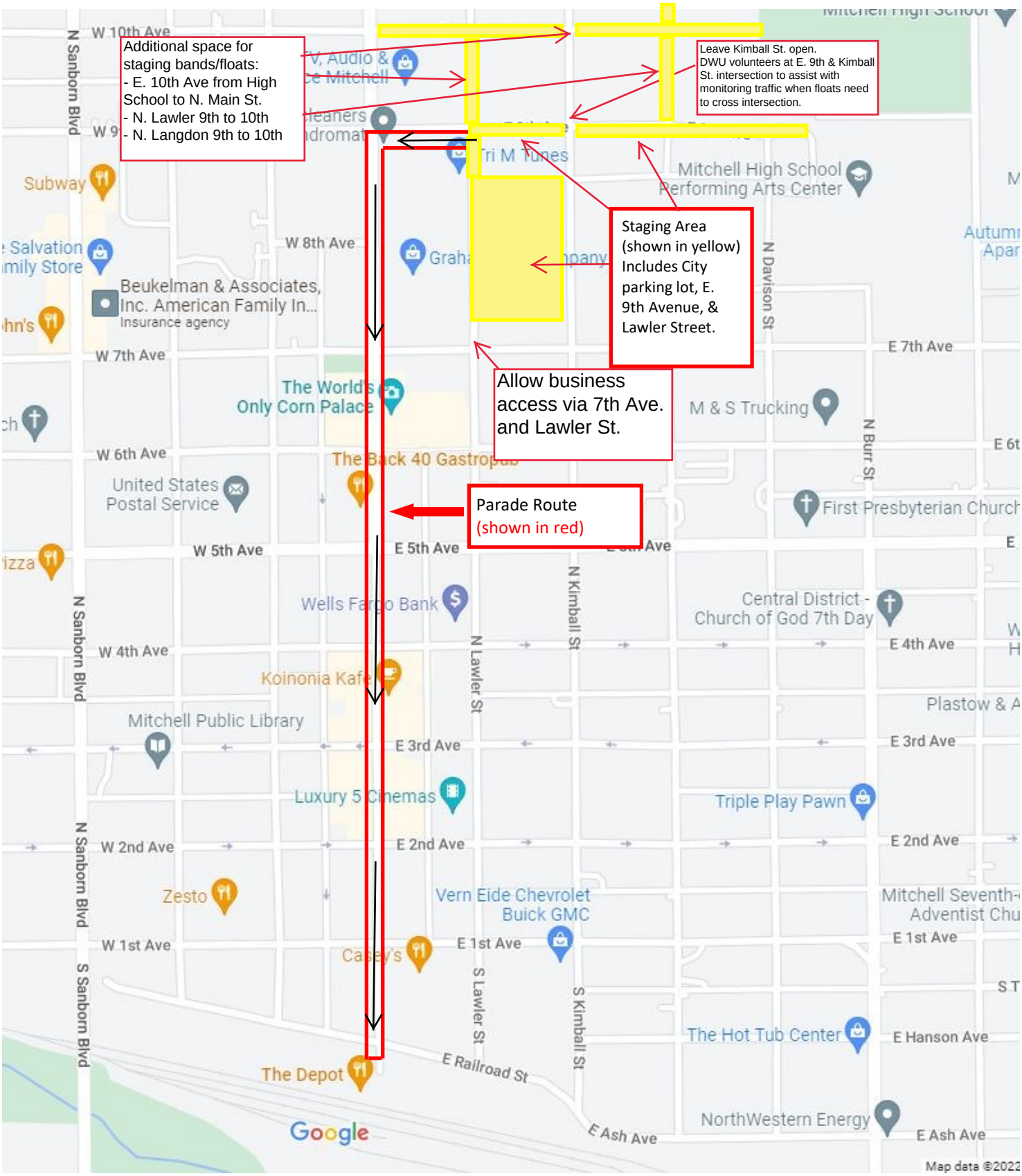
DAKOTA WESLEYAN UNIVERSITY

Blue & White Days Staging Areas



Street closures and staging areas are shown in yellow. This includes the City parking lot between Lawler Street and Kimball Street; a portion of Lawler Street from the City parking lot to 10th Avenue; 9th Avenue from Main Street to the N. Davison St., with the intersection of Kimball Street remaining open; 10th Avenue from Main Street to the dead end near Joe Quintal Field, with the intersection of Kimball Street remaining open; and N. Langdon Street from 9th Avenue to 11th Avenue.

DWU Parade Route



South Dakota Department of Revenue
www.dor.sd.gov

Form: 2040

Streamlined Sales and Use Tax Certificate of Exemption

The purchaser is responsible for ensuring it is eligible for the exemption in the state it is claiming the tax exemption from. Check with the state for exemption information and requirements. The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.

1. [ ] Check if this certificate is for a single purchase. Enter the related invoice/purchase order #_____.

2. Print or type

A. Purchaser's name				
Dakota Wesleyan University				
B. Business address	City	State	Country	Zip code
1200 W University Ave	Mitchell	SD	USA	57301
C. Name of seller from whom you are purchasing, leasing or renting				
D. Seller's address	City	State	Country	Zip code

3. Purchaser's type of business. Check the number that best describes your business.

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

4. Reason for exemption. Reason for Exemption (Check the box that best identifies)

[ ] A Federal government (department): _____
[ ] B State or local government (name): _____
[ ] C Tribal government (name): _____
[ ] D Foreign diplomat (#): _____
[ ] E Charitable organization: _____
[ ] F Religious organization (does not apply in SD)
*See instructions on back (page 2)
[ ] G Resale: _____
[ ] H Agricultural production: _____
[ ] I Industrial production/manufacturing (does not apply in SD)
[ ] J Direct pay permit: _____
[ ] K Direct mail: _____
[ ] L Other (explain): _____
[✓] M Educational organization: _____

5. Identification (ID) number: Enter the ID number as required in the instructions for each state in which you are claiming an exemption. If claiming multiple exemption reasons, enter the letters identifying each reason as listed in Section 4 for each state.

	ID Number	State/Country	Reason		ID Number	State/Country	Reason
AR				NV			
GA				OH			
IA				OK			
IN				RI			
KS				SD	1014-2666-ST	SD	M
KY				TN			
MI				UT			
MN				VT			
NC				WA			
ND				WI			
NE				WV			
NJ				WY			

6. *I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Signature of authorized purchaser	Print Name	Title	Date
Jodi Landgaard	Jodi Landgaard	VP of Finance & Admin	12/13/23

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:	August 5, 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 #4 to Top Grade Concrete Bid Schedule A Project #2023-4
Explanation/Background of Agenda Item Requested:	Change Order No 4 Concrete Project #2023-4 Schedule A Top Grade Concrete has agreed to extend last years bid prices for miscellaneous concrete work. The contract has been extended by one year. Change order No 4 updates quantities installed to date and adds additional quantities. Change in Contract Price Original Contract - $126,839.00 Current Contract - $199,339.14 Increase of this Change Order - $58,350.00 Contract Price Including this Change Order = $257,689.14

CHANGE ORDER NO.: 4

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

Date Issued: 8/5/2024 Effective Date of Change Order: 8/5/2024

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

The contract is being amended to reflect additional quantities to be installed.

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: October 22, 2023 Ready for final payment: November 22, 2023
Increase from previously approved Change Order No. 2 $72,500.14	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: 365 Ready for final payment: 365
Contract Price prior to this Change Order: $199,339.14	Contract Times prior to this Change Order: Substantial Completion: October 21, 2024 Ready for final payment: November 21, 2024
Increase of this Change Order: $58,350.00	**Increase of** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $257,689.14	Contract Times with all approved Change Orders: Substantial Completion: October 21, 2024 Ready for final payment: November 21, 2024

Approved by Contractor

By: _____

Title: _____

Date: _____

Recommended for Approval

By: _____

Title: _____

Date: _____

Approved by Owner

By: _____

Title: _____

Date: _____

EJCDC® C-941, Change Order.
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Change Order - Unit Price Work

CHANGE ORDER NO.: 4

Owner: City of Mitchell
Contractor: Top Grade Concrete, LLC
Project: Bid Schedule A: Misc Curb, Sidewalk, Concrete Surfacing and Miscellaneous

City's Project No.: 2023-4

Effective Date of Change Order: 08/05/24

A	B	C	D	E	F	G	H		J
		Current Contract Information				Proposed Contract Change			
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Proposed Item Quantity Change	Units	Proposed Item Quantity	New Contract Amount (H + I) ($)
BASE BID									
1	Concrete and Asphalt Removal	720	SY	$ 27.00	$ 19,440.00	50	SY	770.00	$ 20,790.00
2	Curb & Gutter Removal	700	LF	$ 10.00	$ 7,000.00	300	LF	1,000.00	$ 10,000.00
3	Curb and Gutter Replacement	1131	LF	$ 50.00	$ 56,550.00	400	LF	1,531.00	$ 76,550.00
4	4" Concrete Surfacing	7521	SF	$ 8.00	$ 60,168.00	2000	SF	9,521.00	$ 76,168.00
5	6" Concrete Surfacing	1755	SF	$ 9.00	$ 15,795.00	2000	SF	3,755.00	$ 33,795.00
6	8" Concrete Surfacing	742	SF	$ 12.00	$ 8,904.00		SF	742.00	$ 8,904.00
7	Remove Fillet Section	34	SY	$ 100.00	$ 3,400.00		SY	34.00	$ 3,400.00
8	6" Reinforced Fillet Section	34	SY	$ 180.00	$ 6,120.00		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	9	SY	$ 180.00	$ 1,620.00		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	**$ 199,339.14**				**$ 257,689.14**

EJCDC C-620 Contractor's Application for Payment
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CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	August 5, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

101-43120-43300 - $320,000, 965,000
101-43150-43307 - $185,000
101-4315043329 - $520,000
602-43340-43334 - $122,000
602-43340-43338 - $250,000
604-43250-43346 - $95,000
604-53250-43343 - $265,000

Agenda Item: Change Order #1 to Schoenfelder Construction for 3rd & Main Project Project #2022-26

Explanation/Background of Agenda Item Requested:

Change Order No. 1 for 3rd and Main Streetscape Improvements Project, 2022-26 with Schoenfelder Construction

Change Order No. 1 reflects actual quantities installed for the project. Additional items that were added included water fittings, removing an old 36" concrete casing pipe, decorative handrail pipe, inlet extensions and arch storm sewer pipe for utility crossing.
The change order also adds the quantities for the Railroad and Main Streetscape project.
Please see attached Change Order #1 for detailed information.
Original Contract Amount - $663,573.90
Current Contract Amount - $663,573.90
Increase of this Change Order - $811,978.50
New Contract Amount - $1,475,552.40
City staff recommends approval of Change Order No. 1 as outlined above

Change Order No. 1

Date of Issuance: **7/25/2024**	Effective Date:
Owner: **City of Mitchell**	Owner's Contract No.:
Contractor: **Schoenfelder Construction, Inc.**	Contractor's Project No.:
Engineer: **McLaury Engineering, Inc.**	Engineer's Project No.: **22220901**
Project: **3rd & Main Streetscape Improvements**	Contract Name:

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

Description:
Addition of quantities for Water Fittings, Removing 36" Concrete Casing Pipe, Decorative Pipe Handrail, Inlet Extensions, Arch Pipe on 3rd & Main Intersection

Addition of quantities for Railroad & Main Intersection

Attachments: ***Change Order 1 Attachment 1 – 3rd & Main***

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ **663,573.90**	Original Contract Times: Substantial Completion: October 15th, 2024 Ready for Final Payment: November 15th, 2024 days or dates
No Change from previously approved Change Orders No. to No. ___: $ **0**	**No Change** from previously approved Change Orders No. to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: $ **663,573.90**	Contract Times prior to this Change Order: Substantial Completion: October 15th, 2024 Ready for Final Payment: November 15th, 2024 days or dates
Increase of this Change Order: $ **811,978.50**	**No Change** of this Change Order: Substantial Completion: October 15th, 2024 Ready for Final Payment: November 15th, 2024 days or dates
Contract Price incorporating this Change Order: $ **1,475,552.40**	Contract Times with all approved Change Orders: Substantial Completion: October 15th, 2024 Ready for Final Payment: November 15th, 2024 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Project Manager	Title	Title
Date: 7/25/2024	Date	Date

Change Order 1 Attachement 1

For (Contract):	3rd Ave & Main Streetscape
Change Order Period:	June-July, 2024

A1					B1	A2		B2	G
Item		Contract Information				Change Order Information			Increase/ (Decrease) in Contract Price
Bid Item No.	Description	Original Item Quantity	Units	Unit Price	Total Value of Item ($)	New Item Quantity	New Unit Price	New Total Value of Item	
3rd and Main									
22A	Decorative Pipe Handrail	0	Ft	$0.00	$0.00	51	$364.50	$18,589.50	$18,589.50
34A	Remove 36" Concrete Casing Pipe	0	Ft	$0.00	$0.00	80	$75.00	$6,000.00	$6,000.00
35A	18" Arch RCP, Install	0	Ft	$0.00	$0.00	78	$55.00	$4,290.00	$4,290.00
35B	18" Arch RCP, Furnish	0	Ft	$0.00	$0.00	78	$55.00	$4,290.00	$4,290.00
41A	2' x 3' Drop Inlet Extensions	0	Each	$0.00	$0.00	4	$1,290.00	$5,160.00	$5,160.00
56A	20" x 8" Pipe Cross	0	Each	$0.00	$0.00	1	$11,556.00	$11,556.00	$11,556.00
57A	8" x 6" Pipe Reducer	0	Each	$0.00	$0.00	2	$1,590.00	$3,180.00	$3,180.00
59A	Furnish 6" Gate Valve	0	Each	$0.00	$0.00	1	$3,000.00	$3,000.00	$3,000.00
Rail Road and Main									
1A	Mobilization - Railroad	0	Lump Sum	$0.00	$0.00	1	$14,400.00	$14,400.00	$14,400.00
2	Remove Concrete Curb and/or Gutter	415	Ft	$10.00	$4,150.00	1024	$10.00	$10,240.00	$6,090.00
3	Remove Concrete Pavement	37	SqYd	$10.00	$370.00	55	$10.00	$550.00	$180.00
4	Remove Asphalt Concrete Pavement	1539	SqYd	$7.00	$10,773.00	4275	$7.00	$29,925.00	$19,152.00
5	Remove Concrete Sidewalk	596	SqYd	$7.00	$4,172.00	1233	$7.00	$8,631.00	$4,459.00
7	Remove Silt Fence	299	Ft	$4.00	$1,196.00	571	$4.00	$2,284.00	$1,088.00
8	Unclassified Excavation	543	CuYd	$20.00	$10,860.00	1293	$20.00	$25,860.00	$15,000.00
9	Unclassified Excavation, Digouts	100	CuYd	$20.00	$2,000.00	200	$20.00	$4,000.00	$2,000.00
10	Geotextile Fabric for Subgrade Stabilization	1396	SqYd	$10.00	$13,960.00	2530	$10.00	$25,300.00	$11,340.00
11	Base Course, City Furnished	879	Ton	$12.00	$10,548.00	2103	$12.00	$25,236.00	$14,688.00
12	Asphalt Concrete Composite	271	Ton	$133.00	$36,043.00	623	$133.00	$82,859.00	$46,816.00
13	6" PCC Fillet Section	50	SqYd	$200.00	$10,000.00	127	$200.00	$25,400.00	$15,400.00
14	Temporary Sidewalk	250	SqFt	$5.75	$1,437.50	500	$5.75	$2,875.00	$1,437.50
15	6" Type B Concrete Curb and Gutter	474	Ft	$29.40	$13,935.60	1273	$29.40	$37,426.20	$23,490.60
16	4" Concrete Sidewalk	5206	SqFt	$8.05	$41,908.30	10050	$8.05	$80,902.50	$38,994.20
18A	8" Reinforced Concrete Sidewalk	0	SqFt	$0.00	$0.00	601	$9.30	$5,589.30	$5,589.30
20	Type 1 Detectable Warnings	112	SqFt	$63.50	$7,112.00	176	$63.50	$11,176.00	$4,064.00
25	High Flow Silt Fence	299	Ft	$8.00	$2,392.00	571	$8.00	$4,568.00	$2,176.00
26	Sediment Control at Inlet with Frame and Grate	8	Each	$150.00	$1,200.00	16	$150.00	$2,400.00	$1,200.00
27	Sweeping	20	Hour	$60.00	$1,200.00	40	$60.00	$2,400.00	$1,200.00
28	Traffic Control Signs	244	SqFt	$5.50	$1,342.00	362	$5.50	$1,991.00	$649.00
29	Traffic Control, Miscellaneous	1	Lump Sum	$4,140.00	$4,140.00	2	$4,140.00	$8,280.00	$4,140.00
30	Type 3 Barricade	16	Each	$138.00	$2,208.00	28	$138.00	$3,864.00	$1,656.00
31	Longitundinal Pedestrian Barricade	64	Ft	$13.80	$883.20	112	$13.80	$1,545.60	$662.40
33	Remove Drop Inlet	4	Each	$600.00	$2,400.00	8	$600.00	$4,800.00	$2,400.00
34	Remove Storm Sewer Manhole	1	Each	$600.00	$600.00	2	$600.00	$1,200.00	$600.00
36	18" RCP Class 2, Furnish	347	Ft	$44.00	$15,268.00	633	$44.00	$27,852.00	$12,584.00
37	18" RCP, Install	347	Ft	$40.00	$13,880.00	633	$40.00	$25,320.00	$11,440.00

For (Contract):	**3rd Ave & Main Streetscape**								
Change Order Period:	**June-July, 2024**								
A1					B1	A2		B2	G
Item		Contract Information				Change Order Information			Increase/ (Decrease) in Contract Price
Bid Item No.	Description	Original Item Quantity	Units	Unit Price	Total Value of Item ($)	New Item Quantity	New Unit Price	New Total Value of Item	
37A	18" RCP Bend	0	Each	$0.00	$0.00	1	$2,500.00	$2,500.00	$2,500.00
37B	36" RCP Class 2, Furnish	0	Ft	$0.00	$0.00	20	$112.00	$2,240.00	$2,240.00
37C	36" RCP, Install	0	Ft	$0.00	$0.00	20	$90.00	$1,800.00	$1,800.00
40	Connect to Existing Storm Sewer Pipe	4	Each	$800.00	$3,200.00	5	$800.00	$4,000.00	$800.00
41	2' x 3' Type B Drop Inlet	4	Each	$3,000.00	$12,000.00	7	$3,000.00	$21,000.00	$9,000.00
42	2' x 5.71' Type B Drop Inlet	4	Each	$10,000.00	$40,000.00	9	$10,000.00	$90,000.00	$50,000.00
43	Type B Frame and Grate Assembly	12	Each	$1,000.00	$12,000.00	25	$1,000.00	$25,000.00	$13,000.00
44	5' x 5' Junction Box	3	Each	$8,175.00	$24,525.00	5	$8,175.00	$40,875.00	$16,350.00
45	Type A7 Manhole Frame and Lid	3	Each	$850.00	$2,550.00	5	$850.00	$4,250.00	$1,700.00
46	2" Adjusting Ring	6	Each	$125.00	$750.00	10	$125.00	$1,250.00	$500.00
47	2" Inlet Adjusting Ring	24	Each	$215.00	$5,160.00	50	$215.00	$10,750.00	$5,590.00
48	Remove Gate Valve	8	Each	$150.00	$1,200.00	12	$150.00	$1,800.00	$600.00
49	1" Water Service Piping	25	Ft	$55.00	$1,375.00	49	$55.00	$2,695.00	$1,320.00
50	1" Water Service Tap	1	Each	$700.00	$700.00	2	$700.00	$1,400.00	$700.00
51	1" Water Service Curb Stop with Box	1	Each	$625.00	$625.00	2	$625.00	$1,250.00	$625.00
51A	2" Water Service Piping	0	Ft	$0.00	$0.00	122	$31.50	$3,843.00	$3,843.00
51B	2" Water Service Tap	0	Each	$0.00	$0.00	1	$2,615.00	$2,615.00	$2,615.00
51C	2" Water Service Curb Stop with Box	0	Each	$0.00	$0.00	1	$1,600.00	$1,600.00	$1,600.00
52	Meter Pit	1	Each	$2,245.00	$2,245.00	2	$2,245.00	$4,490.00	$2,245.00
53	Cut and Tie to Existing 6" Water Main	8	Each	$850.00	$6,800.00	10	$850.00	$8,500.00	$1,700.00
55	6" PVC Water Main	185	Ft	$84.00	$15,540.00	206	$84.00	$17,304.00	$1,764.00
57	MJ Tee	2	Each	$1,500.00	$3,000.00	3	$1,500.00	$4,500.00	$1,500.00
58	90 Degree MJ Bend	4	Each	$900.00	$3,600.00	5	$900.00	$4,500.00	$900.00
59	6" Gate Valve with Box	8	Each	$3,500.00	$28,000.00	11	$3,500.00	$38,500.00	$10,500.00
60	Valve Box Adjustment	8	Each	$200.00	$1,600.00	11	$200.00	$2,200.00	$600.00
61	Remove and Relocate Fire Hydrant	1	Each	$2,000.00	$2,000.00	2	$2,000.00	$4,000.00	$2,000.00
63	Remove Sanitary Sewer Manhole	1	Each	$750.00	$750.00	2	$750.00	$1,500.00	$750.00
65A	18" Sanitary Sewer Pipe Cap	0	Each	$0.00	$0.00	1	$2,365.00	$2,365.00	$2,365.00
68	6" PVC Sanitary Sewer Service	33	Ft	$52.00	$1,716.00	162	$52.00	$8,424.00	$6,708.00
69	Reconnect Sewer Service	1	Each	$580.00	$580.00	3	$580.00	$1,740.00	$1,160.00
76	#1 Container Perennial, Furnish and Plant	250	Each	$52.00	$13,000.00	466	$52.00	$24,232.00	$11,232.00
77	#1 Container Ornamental Grass, Furnish and Plant	97	Each	$52.00	$5,044.00	216	$52.00	$11,232.00	$6,188.00
77A	#2 Container Deciduous Shrub, Furnish and Plant	0	Each	$0.00	$0.00	12	$115.00	$1,380.00	$1,380.00
77B	2" Caliper Deciduous Tree, Furnish and Plant	0	Each	$0.00	$0.00	8	$1,155.00	$9,240.00	$9,240.00
78	2.5" Caliper Deciduous Tree, Furnish and Plant	4	Each	$1,137.50	$4,550.00	10	$1,137.50	$11,375.00	$6,825.00
79	Contractor Furnished Topsoil	236	CuYd	$20.00	$4,720.00	836	$20.00	$16,720.00	$12,000.00
79A	Sodding	0	SqYd	$0.00	$0.00	1105	$7.70	$8,508.50	$8,508.50
79B	Fertilizing	0	Lb	$0.00	$0.00	76	$4.40	$334.40	$334.40
80	Weed Barrier Fabric	297	SqYd	$7.80	$2,316.60	598	$7.80	$4,664.40	$2,347.80

For (Contract):	**3rd Ave & Main Streetscape**								
Change Order Period:	**June-July, 2024**								
A1					B1	A2		B2	G
Item		Contract Information				Change Order Information			Increase/ (Decrease) in Contract Price
Bid Item No.	Description	Original Item Quantity	Units	Unit Price	Total Value of Item ($)	New Item Quantity	New Unit Price	New Total Value of Item	
81	4" Depth Shredded Bark Mulch	297	SqYd	$20.80	$6,177.60	598	$20.80	$12,438.40	$6,260.80
82	Concrete Planter Curb	385	Ft	$20.00	$7,700.00	526	$20.00	$10,520.00	$2,820.00
82A	Landscape Edging	0	Ft	$0.00	$0.00	120	$5.50	$660.00	$660.00
82B	Sprinkler System	0	Lump Sum	$0.00	$0.00	1	$43,100.00	$43,100.00	$43,100.00
82C	Sculpture Base	0	Each	$0.00	$0.00	1	$350.00	$350.00	$350.00
86	2" Schedule 80 PVC Conduit	300	Ft	$24.50	$7,350.00	500	$24.50	$12,250.00	$4,900.00
86A	2.5" Schedule 40 PVC Conduit	0	Ft	$0.00	$0.00	60	$31.90	$1,914.00	$1,914.00
86B	3" Schedule 40 PVC Conduit	0	Ft	$0.00	$0.00	375	$33.00	$12,375.00	$12,375.00
86C	3.5" Schedule 40 PVC Conduit	0	Ft	$0.00	$0.00	400	$37.40	$14,960.00	$14,960.00
86D	3.5" IMC Conduit	0	Ft	$0.00	$0.00	30	$99.00	$2,970.00	$2,970.00
86E	4" Rigid Steel Conduit	0	Ft	$0.00	$0.00	30	$121.00	$3,630.00	$3,630.00
86F	2.5" IMC Conduit Riser	0	Each	$0.00	$0.00	4	$88.00	$352.00	$352.00
86G	3" IMC Conduit Riser	0	Each	$0.00	$0.00	3	$93.50	$280.50	$280.50
86H	3.5" IMC Conduit Riser	0	Each	$0.00	$0.00	3	$99.00	$297.00	$297.00
87	#6 CU THWN Wire	2400	Ft	$2.65	$6,360.00	3900	$2.65	$10,335.00	$3,975.00
87A	#1/0 CU THWN Wire	0	Ft	$0.00	$0.00	20	$7.10	$142.00	$142.00
87B	#2 CU THWN Wire	0	Ft	$0.00	$0.00	425	$5.50	$2,337.50	$2,337.50
87C	#3 CU THWN Wire	0	Ft	$0.00	$0.00	1500	$4.50	$6,750.00	$6,750.00
88	#12 CU THWN Wire	4200	Ft	$1.50	$6,300.00	7700	$1.50	$11,550.00	$5,250.00
88A	250 KCMIL CU THWN Wire	0	Ft	$0.00	$0.00	80	$15.00	$1,200.00	$1,200.00
88B	500 KCMIL CU THWN Wire	0	Ft	$0.00	$0.00	200	$29.50	$5,900.00	$5,900.00
88C	350 KCMIL AL Wire	0	Ft	$0.00	$0.00	1100	$7.75	$8,525.00	$8,525.00
88D	500 KCMIL AL Wire	0	Ft	$0.00	$0.00	1300	$10.25	$13,325.00	$13,325.00
89	24" x 24" In-Ground J-Box	4	Each	$3,850.00	$15,400.00	13	$3,850.00	$50,050.00	$34,650.00
90	Electric Power Pedestal	0	Each	$0.00	$0.00	4	$8,820.00	$35,280.00	$35,280.00
91	New Electric Service	0	Each	$0.00	$0.00	1	$64,102.50	$64,102.50	$64,102.50
92	Relocate Light Pole & Base	0	Each	$0.00	$0.00	1	$6,765.00	$6,765.00	$6,765.00
93	Electrical Signage	0	Lump Sum	$0.00	$0.00	1	$4,915.00	$4,915.00	$4,915.00
	Total							**$1,274,791.30**	**$811,978.50**

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:	August 5, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Date of August 19, 2024 for Hearing and Action on the Following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application of Palace Brewing, LLC dba Palace City Brewing, Co, 227 West Railroad Ave for a new Retail (on-off Sale) Wine and Cider License (Video lottery is not included) b. On the application of Palace Brewing, LLC dba Palace City Brewing, Co, 227 West Railroad Ave for a new Retail (on-off Sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)		

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Palace Brewing, LLC
PO Box 1025
Mitchell, SD 57301

Owner's Telephone #: 605-770-0312

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

Palace City Brewing, Co.
227 W Railroad Ave.
Mitchell, SD 57301

Business Telephone #: 605-770-0312
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:

LOT R-1 OF DEPOT SECOND ADDITION
TO THE CITY OF MITCHELL, LYING IN
THE SE 1/4 OF SECTION 21, T 103 N, R 60 W
OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

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

E. State Sales Tax Number 1041-4974-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 7/24//2024 Print Name Douglas Beck Signature _____

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

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Palace Brewing, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 227 W Railroad Ave. Mitchell, SD 57301

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

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

Name	Office	Address	Occupation
Timothy Bottum	Owner	PO Box 1025	Attorney
Kyle Claussen	Owner	PO Box 1025	Attorney
Brett Farnham	Owner	PO Box 1025	Dentist
Douglas Beck	Owner	PO Box 1025	Retired

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
None	

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

Morgan Theeler, Timothy Bottum

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**

7/24/2024

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

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- ☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
- ☐ Package Delivery
- ☐ Hunting Preserve
- ☐ Other _____

Is this license in active use? ☒ Yes ☒ No DB

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

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For Local Government Use

(Seal) _____
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STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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Brett Farnham	Owner	PO Box 1025	Dentist
Doug Beck	Owner	PO Box 1025	Retired

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
None	

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

Morgan Theeler, Timothy Bottum

With signature the applicant agrees to the following:

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Signature of Authorized Officer/Director/Partner **Date**

7/24/2024

City of Mitchell | Street & Sanitation Department
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8465 | Fax: 605-995-8467
www.cityofmitchellsd.gov

Mitchell SOUTH DAKOTA Outside expectations

July 15, 2024

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	0	0	$0	$0
Unleaded Gas-10% Ethanol	7500	7500	$2.6235	$19,676.25*
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	0	0	$0	$0
			Total:	**$19,676.25***

Vollan Oil

On Road Diesel- #2	0	0	$0	$0
Unleaded Gas-10% Ethanol	7500	7500	$2.644	$19,830.00
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	0	0	$0	$0
			Total:	**$19,830.00**

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

City of Mitchell | Street & Sanitation Department
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8465 | Fax: 605-995-8467
www.cityofmitchellsd.gov

Mitchell SOUTH DAKOTA Outside expectations

July 25, 2024

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	3000	3000	$2.7975	$8,392.50
Unleaded Gas-10% Ethanol	0	0	$0	$0
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	4500	4500	$2.5225	$11,351.25
				Total: $19,743.75

Vollan Oil

On Road Diesel- #2	3000	3000	$2.762	$8,286.00*
Unleaded Gas-10% Ethanol	0	0	$0	$0
Unleaded Gas-No Ethanol	0	0	$0	$0
Off Road Diesel- #2	4500	4500	$2.497	$11,236.50*
				Total: $19,522.50*

Vollan 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 AUGUST 5, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#40	$ 6,609.30		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#41	$ 19,989.74	$ 1,276,638.01	$ 1,462,687.34
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-28	$ 2,630.00		
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-29	$ 9,826.90	$ 558,020.67	$ 767,500.00
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#13	$ 4,213.45	$ 211,829.30	$ 219,386.00
Rexwinkle Concrete Inc.	#2021-39 East Spruce Street Construction	#2	$ 431,215.22	$ 678,093.82	$ 875,652.04
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#1	$ 84,880.95	$ 84,880.95	$ 2,689,724.99
SPN & Associates	#2021-45 Highway #37 Utility Design-Sewer	#34	$ 3,236.47		
SPN & Associates	#2021-45 Highway #37 Utility Design-Water	#35	$ 5,426.27	$ 68,151.79	$ 280,000.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#18	$ 35,816.78	$ 1,182,240.78	$ 1,908,860.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#16	$ 350.00	$ 38,630.87	$ 112,500.00
Schoenfelder Construction Inc.	#2022-26 3rd & Main Streetscape	#3	$ 134,298.00	$ 529,012.22	$ 1,475,552.40
Ciavarella Design Inc.	#2022-34 Cadwell Park Press Box	#3	$ 5,089.25	$ 32,884.25	$ 32,700.00
Top Grade Concrete, LLC	#2023-4 Concrete Bid	#7	$ 32,421.00	$ 222,687.14	$ 257,689.14
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#13	$ 3,365.39		
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#14	$ 741.25	$ 56,161.70	$ 325,000.00
SPN & Associates	#2023-7 West Harmon Watermain Loop	#13	$ 2,300.35	$ 64,065.07	$ 207,400.00
SPN & Associates	#2023-8 12th & 13th Avenue Watermain Loop	#13	$ 1,223.75	$ 81,315.75	$ 182,400.00
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#1	$ 3,166.38	$ 3,166.38	$ 53,000.00
McLaury Engineering	#2023-21 2nd/4th & Main Street	#9	$ 759.00	$ 157,877.82	$ 177,895.00
SPN & Associates	#2024-26 MLC Addition - Phase IV	#1	$ 995.63	$ 995.63	$ 23,500.00
AE2S	#2024-37 Mitchell Water Distribution System Model	#3	$ 1,167.50	$ 6,532.75	$ 10,000.00
SDDOT-Finance & Management	2024 Bridge Inspections	#1	$ 811.63	$ 811.63	
Helms & Associates	AIP '28 Airport ALP/Master Plan	#37-Final	$ 11,158.89	$ 371,962.87	$ 371,962.87
	TOTALS		$ 801,693.10	$ 5,625,959.40	$ 11,433,409.78

Prepared by Deb Hanson-Sudbeck

PACKET : 06979 06980 06981 06982
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-35882B15-0076	101-41110-42300	LEGAL PUBLICA IVERSON TIF 37 NOTICE	202954	22.16
		I-35882B15-0077	101-41110-42300	LEGAL PUBLICA 07.10 WEBER HEARNG NOTICE	202954	11.22
01-04015	CORN PALACE					
		I-MIT07082024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	202960	14.75
		I-MIT07152024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	202960	14.75
		I-MIT07232024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	202960	14.75
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	77.63

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1210 MAYOR'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00971	MAXIMUM PROMOTIONS INC					
		I-49573	101-41210-43300	VETERAN'S PAR REPAIR FLAGS	203010	89.00
01-01590	MCLEOD'S PRINTING					
		I-76503	101-41210-42600	SUPPLIES & MA PARCHMENT PAPER	203012	22.55
		I-76510	101-41210-42600	SUPPLIES & MA CERTIFICATE PAPER	203012	7.77
				DEPARTMENT 1210 MAYOR'S OFFICE	TOTAL:	119.32

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1220 CITY ADMINISTRATOR BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09060	MITCHELL ROTARY CLUB					
		I-2372	101-41220-42700	TRAVEL, CONF, ELLWEIN MEALS,DUES	203031	52.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1JXM-NLVF-KD9J	101-41220-42600	SUPPLIES & MA REMARKABLE MARKERS	202928	88.03
				DEPARTMENT 1220 CITY ADMINISTRATOR TOTAL:		140.03

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1300 ELECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00545	DAVISON COUNTY AUDITOR					
		I-07172024	101-41300-42900 ELECTION	2024 CITY ELECTION REIMBURSMNT	202966	21,367.92
				DEPARTMENT 1300 ELECTION TOTAL:		21,367.92

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08403	BOYCE LAW FIRM LLP					
		I-308359	101-41410-42200 PROFESSIONAL	OUTSIDE CUSTOMER WELL WATER	202943	110.00
				DEPARTMENT 1410 ATTORNEY'S OFFICE	TOTAL:	110.00

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02790	SUN GOLD SPORTS LLC					
		I-27438	101-41420-42650	UNIFORMS JANSEN EMBROIDERY FEE	203078	20.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED1836	101-41420-42600	SUPPLIES & MA ADD MACHINE ROLLS	202995	123.40
				DEPARTMENT 1420 FINANCE	TOTAL:	143.40

PACKET : 06979 06980 06981 06982
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
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED2540	101-41440-42600	SUPPLIES & MA FILE JACKET	202995	28.03
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00111120-00	101-41440-42231	EMPLOYEE PHYS SCREENINGS,PHYSICALS	202934	1,764.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	1,792.03

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3211/1	101-41920-42620	SUPPLIES-CITY BATTERY	202972	16.99
01-02840	TESSIERS MECHANICAL CON					
		I-30000267	101-41920-43410	REPAIRS-CITY LOW COOLING A/C REPAIR	203081	205.38
01-08281	VESTIS					
		I-6380198685	101-41920-43410	REPAIRS-CITY MAT CLEANING	203096	145.72
		I-6380209131	101-41920-42520	REPAIR-CITY H MAT CLEANING	203096	66.84
				DEPARTMENT 1920 MUNICIPAL BUILDINGS TOTAL:		434.93

PACKET : 06979 06980 06981 06982
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-2279-5672	101-41935-42615	POSTAGE	POSTAGE 07.01-14.2024	203054	348.68
		I-602868	101-41935-42615	POSTAGE	FLAT POSTAGE 07.01-14.2024	203054	2.57
01-03678	INTERSTATE OFFICE PRODU						
		I-01ED3649	101-41935-42640	COPY MACHINE	COPY PAPER	202995	174.48
01-05195	A & B BUSINESS SOLUTION						
		I-IN1174801	101-41935-42250	MANAGED PRINT	CT9857-01 PAYMENT	202924	4,935.93
01-06708	CDW GOVERNMENT INC						
		I-SD67969	101-41935-42645	COMPUTER HARD	UBIQUITI NANO MIMO AIRMAX	202947	234.15
01-08886	RIVERSIDE TECHNOLOGIES						
		I-IN0420159	101-41935-43510	COMPUTER HARD	NEW SERVER	203058	13,399.56
01-09050	MICROSOFT CORPORATION						
		I-E0300SZ8ET	101-41935-42920	COMPUTER SOFT	JUN-JUL 2024 SUBSCRIPTION	203018	908.00
		I-E0300SZAKW	101-41935-42920	COMPUTER SOFT	JUN-JUL 2024 ONLINE SERVICES	203018	2.00
01-09703	AMAZON CAPITAL SERVICES						
		I-1L7M-R6JK-JQYW	101-41935-42645	COMPUTER HARD	ANTENNA MOUNT	202928	35.55

DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL: 20,040.92

PACKET : 06979 06980 06981 06982
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-07232024	101-42110-42600	SUPPLIES	3 2024 DODGE DURANGO TITLES	202967	80.10
01-00236	BENDER'S SEWER CLEANING						
		I-34437	101-42110-42200	PROFESSIONAL	FLOOR DRAIN CLEANOUT 201 W 1ST	202939	200.00
01-00559	DICK'S TOWING LLC						
		I-T4704	101-42110-42980	VEHICLE TOWIN	AFTER HOURS TOWING	202970	185.00
01-01050	IVERSON						
		I-5027554	101-42110-42500	REPAIR & MAIN	ENGINE REPAIR	202996	7,514.03
		I-5027581	101-42110-42500	REPAIR & MAIN	WATER PUMP	202996	106.58
		I-5027583	101-42110-42500	REPAIR & MAIN	GASKET CHAIN CASE	202996	46.18
		I-5027608	101-42110-42500	REPAIR & MAIN	ENGINE PAN	202996	500.00
		I-5027635	101-42110-42500	REPAIR & MAIN	SEALS	202996	37.05
		I-5027647	101-42110-42500	REPAIR & MAIN	TRANSMISSION PAN	202996	466.00
		I-5027755	101-42110-42500	REPAIR & MAIN	DOOR HINGES	202996	313.20
01-01199	STURDEVANTS AUTO VALUE						
		I-815039050	101-42110-42500	REPAIR & MAIN	OIL, CABIN AIR FILTERS	203074	19.81
		I-815039338	101-42110-42500	REPAIR & MAIN	ANTI FREEZE	203074	30.90
		I-815039762	101-42110-42500	REPAIR & MAIN	FLUID AUTOMATIC,AIR,OIL FILTER	203074	457.11
		I-815040166	101-42110-42500	REPAIR & MAIN	BATTERY,CABIN AIR,OIL,FUEL FLT	203074	422.10
01-01532	FEDEX						
		I-8-568-99325	101-42110-42200	PROFESSIONAL	EVIDENCE MAILING	202975	24.14
01-02679	MENARD'S INC						
		I-72405	101-42110-42600	SUPPLIES	CLEANERS,LINERS,DEHUMIDIFIER	203013	329.99
		I-72531	101-42110-42600	SUPPLIES	STAPLES,BUG SPRAY	203013	19.85
01-06950	PETER ARNOLD						
		I-07252024	101-42110-42640	UNIFORM ALLOW	SHIRTS,PANTS REIMBURSED	202931	182.94
01-07861	THE LODGE AT DEADWOOD						
		I-30805129	101-42110-42700	TRAVEL, CONF	KOSTER DEADWOOD ROOMS	203082	170.00
		I-30809965	101-42110-42700	TRAVEL, CONF	KOSTER DEADWOOD ROOM	203082	170.00
01-08252	CORPORATE TRANSLATION S						
		I-274814	101-42110-42200	PROFESSIONAL	TRANSLATION SERVICES	203004	83.29
01-08281	VESTIS						
		I-6380209665	101-42110-42200	PROFESSIONAL	MAT CLEANING	203096	56.27
01-09349	HOWES OIL CO						
		I-344145	101-42110-42610	GAS OIL TIRES	UNLEADED GAS	202989	4,048.53
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN4582974	101-42110-42600	SUPPLIES	PAPER,TAPE	202994	99.56

PACKET : 06979 06980 06981 06982
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
01-09703	AMAZON CAPITAL SERVICES					
		I-194W-971L-1VNK	101-42110-42940	EMERGENCY RES TAIL LIGHT-ERU	202928	139.20
01-10486	AT&T MOBILITY - POLICE					
		I-9001X07232024	101-42110-42800	TELEPHONE ACCT #287283989001	202933	1,061.65
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	16,763.48

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE						
		I-815039758	101-42130-42600	SUPPLIES	STEERING COLUMN-FLATBED TRCK	203074	50.97
01-01450	MUTH ELECTRIC INC						
		I-668409	101-42130-42570	REPAIRS-TRAFF	INSTALL NEW BASE,CONDUIT,WIRE	203035	38,864.00
		I-671537	101-42130-42535	LIGHT MAINTEN	LIGHTS ON BURR,HAVENS,ASH	203035	585.44
		I-671878	101-42130-42570	REPAIRS-TRAFF	BURR ST PUSH BUTTON REPAIR	203035	1,620.20
01-01830	NORTHWESTERN ENERGY						
		I-2579139-3.07.24	101-42130-42810	UTILITIES-TRA	901 N MINNESOTA ST	203039	15.05
		I-2579461-1.07.24	101-42130-42810	UTILITIES-TRA	N SANBORN AND 12TH AVE	203039	62.32
		I-2580311-5.07.24	101-42130-42810	UTILITIES-TRA	1204 N KIMBALL ST	203039	12.00
		I-2580312-3.07.24	101-42130-42810	UTILITIES-TRA	N MAIN AND 12TH AVE	203039	48.84
		I-2580491-5.07.24	101-42130-42810	UTILITIES-TRA	1403 N KIMBALL ST	203039	12.00
		I-2581249-6.07.24	101-42130-42520	EMERGENCY SIR	E GOLF COURSE SIREN	203039	27.44
		I-2581250-4.07.24	101-42130-42520	EMERGENCY SIR	800 W 8TH AVE	203039	24.90
		I-2581251-2.07.24	101-42130-42520	EMERGENCY SIR	1221 S MINNESOTA ST	203039	23.70
		I-2581252-0.07.24	101-42130-42520	EMERGENCY SIR	100 MATTIE ST	203039	28.29
		I-2581521-8.07.24	101-42130-42810	UTILITIES-TRA	W HAVENS AND OHLMAN	203039	87.75
		I-2582741-1.07.24	101-42130-42835	UTILITIES-STR	I90 AND OHLMAN	203039	520.33
		I-2583138-9.07.24	101-42130-42810	UTILITIES-TRA	W UNIV AND NORWAY	203039	12.50
		I-2583139-7.07.24	101-42130-42810	UTILITIES-TRA	1309 W UNIVERSITY AVE	203039	12.00
		I-2583145-4.07.24	101-42130-42810	UTILITIES-TRA	1522 W UNIVERSITY AVE	203039	12.00
		I-2583147-0.07.24	101-42130-42810	UTILITIES-TRA	310 W NORWAY	203039	12.34
		I-2583319-5.07.24	101-42130-42810	UTILITIES-TRA	HAVENS AND MINN ST	203039	77.33
		I-2583840-0.07.24	101-42130-42810	UTILITIES-TRA	S SANBORN AND HAVEN ST	203039	121.50
		I-2585416-7.07.24	101-42130-42810	UTILITIES-TRA	700 E NORWAY AVE	203039	233.58
		I-2585457-1.07.24	101-42130-42810	UTILITIES-TRA	700 E KAY AVE	203039	144.13
		I-2719916-5.07.24	101-42130-42520	EMERGENCY SIR	CABELA AND SPRUCE EMERGENCY	203039	25.57
		I-2745956-9.07.24	101-42130-42520	EMERGENCY SIR	W END BOAT RAMP	203039	24.90
		I-2748245-4.07.24	101-42130-42810	UTILITIES-TRA	BURR & SPRUCE SIGNAL LIGHTS	203039	241.10
		I-2748246-2.07.24	101-42130-42810	UTILITIES-TRA	N RAMPS I 90 SIGNAL LIGHTS	203039	146.27
		I-2784889-4.07.24	101-42130-42810	UTILITIES-TRA	1120 W CEDAR	203039	12.00
		I-2784890-2.07.24	101-42130-42810	UTILITIES-TRA	1501 W CEDAR	203039	12.00
		I-2943370-3.07.24	101-42130-42810	UTILITIES-TRA	SPRUCE AND CABELA DR TRAFFIC	203039	60.03
		I-2980768-2.07.24	101-42130-42810	UTILITIES-TRA	121 W HAVENS	203039	111.65
		I-3621835-2.07.24	101-42130-42810	UTILITIES-TRA	S RAMPS I 90 SIGNAL LIGHTS	203039	152.56
		I-3701975-9.07.24	101-42130-42835	UTILITIES-STR	N RAMPS I 90 STREET LIGHTS	203039	497.99
01-01964	DAKOTA SUPPLY GROUP						
		I-S103915895.001	101-42130-42530	TRAFFIC LIGHT	TOOLCRIMP W/STRIPPING,ACCT2552	202964	87.15
		I-S103915943.001	101-42130-42530	TRAFFIC LIGHT	CONNECTOR, ACCT 2552	202964	23.86
01-02804	TMA STORES						
		I-102982	101-42130-42610	GAS, OIL, TIR	FLAT REPAIR	203087	14.99
01-02880	THUNE TRUE VALUE & APPL						
		C-07082024	101-42130-42530	TRAFFIC LIGHT	DISCOUNT	203083	0.01-
		I-A572741	101-42130-42600	SUPPLIES	GARBAGE BAGS	203083	9.99

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-02880	THUNE TRUE VALUE & APPL continued						
		I-A573329	101-42130-42600	SUPPLIES	SWITCH	203083	0.99
		I-A574353	101-42130-42530	TRAFFIC LIGHT	EXTENSION CORDS	203083	32.98
		I-B293228	101-42130-42530	TRAFFIC LIGHT	BLACK CABLE TIES	203083	10.99
01-04871	SD DEPT OF TRANSPORTATI						
		I-S00135973	101-42130-42545	PAINT	GLASS BEADS	203068	1,041.20
01-06045	TRAFFIC CONTROL CORPORA						
		I-151821	101-42130-42530	TRAFFIC LIGHT	AIR FILTER	203091	120.00
01-09349	HOWES OIL CO						
		I-344145	101-42130-42610	GAS, OIL, TIR	UNLEADED GAS	202989	351.56
01-09703	AMAZON CAPITAL SERVICES						
		C-174M-XKY4-FV41	101-42130-42600	SUPPLIES	RETURNED RAINCOAT	202928	50.51-

DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL: 45,535.87

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00054	JOEL REITER						
		I-07302024	101-42200-42700	TRAVEL, CONF	HAZMAT TECH CLASS RENTAL INS	203056	447.63
01-00436	CHS FARMERS ALLIANCE						
		I-IZ4406	101-42200-42610	GAS & OIL	DEF BULK	202952	121.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815039047	101-42200-42500	REPAIR & MAIN	HUB ASSEMBLY	203074	188.10
		I-815039423	101-42200-42600	SUPPLIES	PRIME YELLOW	203074	8.99
		I-815040162	101-42200-42500	REPAIR & MAIN	BATTERY	203074	424.08
01-01830	NORTHWESTERN ENERGY						
		I-2583799-8.07.24	101-42200-42810	UTILITIES	201 W 1ST AVE FIRE	203039	3,246.36
01-02555	TWO WAY SOLUTIONS INC						
		I-132388	101-42200-43400	MACHINERY AND	RADIO PROGRAMMING	203092	1,350.00
01-02679	MENARD'S INC						
		I-72405	101-42200-42600	SUPPLIES	CLEANERS,LINERS,DEHUMIDIFIER	203013	143.16
		I-72475	101-42200-42500	REPAIR & MAIN	WIRE BRUSHES	203013	17.97
		I-72850	101-42200-42500	REPAIR & MAIN	BALL VALVE,PRIMER SPRAY	203013	9.98
		I-72850	101-42200-42600	SUPPLIES	BALL VALVE,PRIMER SPRAY	203013	17.17
		I-73262A	101-42200-42600	SUPPLIES	WHITE PVC	203013	44.06
01-02811	JONES SUPPLIES						
		I-147719	101-42200-42600	SUPPLIES	BLEACH	202998	28.19
01-03518	HUNTER HEATING & COOLIN						
		I-260	101-42200-42500	REPAIR & MAIN	COMPRESSOR REPAIR	202990	4,676.38
01-07590	ANDREW SHANK						
		I-07292024	101-42200-42640	UNIFORMS	BOOTS, BATTERY REIMBURSED	203069	108.00
		I-07292024	101-42200-42600	SUPPLIES	BOOTS, BATTERY REIMBURSED	203069	50.00
01-08379	FRANK WELDING LLC						
		I-1845	101-42200-42500	REPAIR & MAIN	GENERATOR REPAIR	202978	2,000.00
01-09326	DAN POLLREISZ						
		I-07242024	101-42200-42600	SUPPLIES	FIRE MARSHALL PICKUP TOPPER	203051	200.00
01-09349	HOWES OIL CO						
		I-344145	101-42200-42610	GAS & OIL	UNLEADED GAS	202989	241.80
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN4582974	101-42200-42600	SUPPLIES	PAPER,TAPE	202994	13.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	101-42200-42610	GAS & OIL	OFF ROAD FUEL	203021	593.18

DEPARTMENT 2200 FIRE DEPARTMENT TOTAL: 13,929.05

PACKET : 06979 06980 06981 06982
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
01-00210	BAILEY METAL FABRICATOR						
		I-63308	101-43100-42600	SUPPLIES	SQUARE TUBES	202936	94.89
		I-63315	101-43100-42600	SUPPLIES	COLD ROLL ROUND	202936	15.00
01-00424	RUNNINGS SUPPLY INC						
		C-1863349	101-43100-42600	SUPPLIES	RETURNED GATE HINGE	203059	40.00-
		I-1888435	101-43100-42500	REPAIRS	STIHL PARTS	203059	17.50
		I-1891004	101-43100-42600	SUPPLIES	CAP PRIMER,SAW HEAD,POWERLEVEL	203059	99.47
01-00712	NAPA CENTRAL						
		I-802463	101-43100-42600	SUPPLIES	FLOOR DRI	203036	1,498.50
		I-802968	101-43100-42600	SUPPLIES	HEAD GASKET REPAIR	203036	117.95
		I-803134	101-43100-42600	SUPPLIES	FUEL FILTER	203036	42.60
		I-803280	101-43100-42600	SUPPLIES	VALVE EXT,CAP,TOOL,EXTENSION	203036	59.36
		I-803313	101-43100-42600	SUPPLIES	AIR FILTER	203036	61.92
01-00917	DAKOTA FLUID POWER INC						
		I-7225528	101-43100-42600	SUPPLIES	HYDRAULIC FILTER	202961	1,649.97
01-01117	FLEETPRIDE						
		I-118189521	101-43100-42600	SUPPLIES	CAM KIT	202977	21.62
		I-118198475	101-43100-42600	SUPPLIES	BEARING KITS,DRIVE AXLE GASKET	202977	308.84
		I-118220096	101-43100-42500	REPAIRS	TREATED CAM,QCAM	202977	12.72
		I-118419934	101-43100-42600	SUPPLIES	ARM-MATIC DUMP BODY KIT	202977	5,310.33
		I-118458434	101-43100-42500	REPAIRS	U-JOINT PULLER	202977	379.13
		I-118460403	101-43100-42500	REPAIRS	END YOKE,U-JOINT KIT	202977	464.35
01-01130	KIMBALL MIDWEST						
		I-102402209	101-43100-42600	SUPPLIES	75 AMP TEST CLIP	203001	187.60
01-01199	STURDEVANTS AUTO VALUE						
		I-815039757	101-43100-42600	SUPPLIES	BALL JOINT SET,SWITCH,REGLTR	203074	768.31
		I-815040167	101-43100-42600	SUPPLIES	LITHIUM BATTERY,POWER STEERING	203074	64.93
01-02679	MENARD'S INC						
		I-72996	101-43100-42600	SUPPLIES	GARBAGE BAGS,MR CLEAN	203013	56.86
01-03099	LAWSON PRODUCTS INC						
		I-9311671257	101-43100-42600	SUPPLIES	VITONMTRC O-RING	203005	62.23
01-03884	COMMERCIAL ASPHALT						
		I-0021585-IN	101-43100-42620	ASPHALT MIX	HOT MIX	202955	2,526.30
01-05276	M & T FIRE AND SAFETY I						
		I-12253	101-43100-42600	SUPPLIES	HOSES,COUPLINGS	203008	740.00
01-09349	HOWES OIL CO						
		I-344145	101-43100-42610	GAS	UNLEADED GAS	202989	1,036.32

PACKET : 06979 06980 06981 06982
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
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	101-43100-42610	GAS	OFF ROAD FUEL	203021	5,911.60
		I-68026	101-43100-42610	GAS	OFF ROAD FUEL	203021	319.66
01-10554	MIDWEST OIL COMPANY						
		I-1030045	101-43100-42600	SUPPLIES	VP ULTRA POWER,KLEEN & KLEAR	203023	1,386.37
					DEPARTMENT 3100 STREET DEPARTMENT	TOTAL:	23,174.33

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC						
		I-73315	101-43110-42600	SUPPLIES	DRY ERASE,MAG DRI ERASE BOARD	203013	12.27
01-02880	THUNE TRUE VALUE & APPL						
		I-A572429	101-43110-42600	SUPPLIES	SCRUB BRUSH	203083	7.99
01-03114	SUBWAY						
		I-1/A-669612	101-43110-42750	PLANNING COMM	07.22.24 PLANNING COMM MEALS	203077	47.94
01-03575	LES SCHWAB TIRES						
		I-46000004055	101-43110-42500	REPAIRS	SILVER TRUCK TIRES	203006	1,044.71
01-03678	INTERSTATE OFFICE PRODU						
		I-01ED2893	101-43110-42600	SUPPLIES	FOLDERS	202995	247.17
		I-01ED3099	101-43110-42600	SUPPLIES	FOLDERS	202995	74.59
		I-01ED3383	101-43110-42600	SUPPLIES	PENS, LABELS	202995	3.21
		I-01ED4200	101-43110-42600	SUPPLIES	PENS	202995	9.63
		I-01ED4656	101-43110-42600	SUPPLIES	CLIPS	202995	37.62
01-09172	AAA LAWN CARE AND MAINT						
		I-948	101-43110-42916	NUISANCE ABAT	PROPERTY MOWINGS	202926	3,250.00
01-09349	HOWES OIL CO						
		I-344145	101-43110-42610	GAS	UNLEADED GAS	202989	1,046.45
01-09869	MCLAURY ENGINEERING INC						
		I-2023-21 P.E. #9	101-43110-42200	PROFESSIONAL	2023-21 P.E. #9	203011	759.00

DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL: 6,540.58

PACKET : 06979 06980 06981 06982
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
01-00210	BAILEY METAL FABRICATOR					
		I-63224	101-43120-42520	HAZARDOUS SID REPLACE DAMAGE RAILING	202936	8,300.00
		I-63244	101-43120-42520	HAZARDOUS SID TRENCH DRAIN COVER PLATE	202936	295.74
01-01036	REXWINKEL CONCRETE INC.					
		I-2021-39 P.E. #2	101-43120-43313	SPRUCE ST RR 2021-39 P.E. #2	203057	431,215.22
		I-24090	101-43120-42520	HAZARDOUS SID BURR ST/HWY 37 CURB RPLCMNT	203057	2,655.00
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2022-26 P.E. #3	101-43120-43300	STREET OVERLA 2022-26 P.E. #3	203064	59,091.12
01-02669	PAUL BERG CONSTRUCTION					
		I-07292024	101-43120-43300	STREET OVERLA CURB & GUTTER REPLACED	203048	734.40
01-02679	MENARD'S INC					
		I-72360	101-43120-42520	HAZARDOUS SID LANDSCP BLOCK	203013	121.80
		I-72434	101-43120-42520	HAZARDOUS SID LANDSCAPE BLOCKS	203013	91.35
		I-72438	101-43120-42520	HAZARDOUS SID MASTERFORCE GUN,LANDSCAPE BLC	203013	122.83
		I-72992	101-43120-42520	HAZARDOUS SID SAFETY GLASSES,XL CAP 55LB	203013	33.00
01-04871	SD DEPT OF TRANSPORTATI					
		I-2024 BRIDGE P.E.#1	101-43120-42526	BRIDGE INSPEC 2024 BRIDGE P.E. #1	203068	811.63
01-08307	TOP GRADE CONCRETE					
		I-1106	101-43120-42520	HAZARDOUS SID SMALL & LARGE STEPS	203088	3,775.52
		I-2023-4 P.E. #7	101-43120-42521	SIDEWALK CONS 2023-4 P.E. #7	203088	7,647.00
		I-2023-4 P.E. #7	101-43120-43300	STREET OVERLA 2023-4 P.E. #7	203088	14,241.00

DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL: 529,135.61

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00259	BLACKBURN MANUFACTURING						
		I-0742515-IN	101-43150-42600	SUPPLIES & MA	LOCATING FLAGS	202941	239.55
01-01830	NORTHWESTERN ENERGY						
		I-3288018-9.07.24	101-43150-42800	UTILITIES	CABELA DR	203039	28.21
01-02485	SCHOENFELDER CONSTRUCTI						
		I-2022-26 P.E. #3	101-43150-43307	3RD & MAIN	2022-26 P.E. #3	203064	37,603.44
01-02939	DEPARTMENT OF AGRICULTU						
		I-SDR00B408.01.24	101-43150-42200	PROF FEES/SER	STORMWATER INDUSTRIAL	202969	600.00
01-08417	INFRASTRUCTURE DESIGN G						
		I-2021-25 P.E. #13	101-43150-43317	LIVESAY UTILI	2021-25 P.E. #13	202992	2,443.81
					DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	40,915.01

PACKET : 06979 06980 06981 06982
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-3315/1	101-43700-42603	WEED EATERS S RAPID SUPER CHN	202972	89.98
01-00424	RUNNINGS SUPPLY INC					
		I-1882002	101-43700-42603	WEED EATERS S WATER PUMP	203059	489.99
		I-1882965	101-43700-42603	WEED EATERS S CHAINSAW,SPARK PLUGS	203059	403.98
		I-1885804	101-43700-42600	SUPPLIES & MA SPRAYWAND FOR CART	203059	19.99
		I-1886204	101-43700-42600	SUPPLIES & MA BAR WIRE	203059	7.99
		I-1887876	101-43700-42600	SUPPLIES & MA TUBE	203059	16.99
		I-1891041	101-43700-42600	SUPPLIES & MA PUMP FOR YELLOW SPRAY TANK	203059	179.99
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-315186	101-43700-42600	SUPPLIES & MA OSCILLATING FAN	202946	19.99
01-00436	CHS FARMERS ALLIANCE					
		I-IZ4564	101-43700-42600	SUPPLIES & MA TUBES	202952	18.84
01-00525	DAKOTA PUMP LLC					
		I-18313	101-43700-42500	REPAIR & MAIN GOLF COURSE CELL ANTENNA REPLC	202963	1,030.81
01-00712	NAPA CENTRAL					
		I-803206	101-43700-42600	SUPPLIES & MA ANTIFREEZE	203036	41.94
01-00850	GRAHAM TIRE CO					
		I-404182992	101-43700-42500	REPAIR & MAIN TIRE REPLACEMENT	202980	213.90
01-00985	HONDA OF MITCHELL					
		I-137355	101-43700-42603	WEED EATERS S BAR & CHAIN OIL	202988	53.98
		I-137533	101-43700-42603	WEED EATERS S CHAIN	202988	31.90
01-01199	STURDEVANTS AUTO VALUE					
		I-815040400	101-43700-42600	SUPPLIES & MA UTILITY CAB	203074	6.49
01-01355	MIDWEST TURF & IRRIGATI					
		I-3936061-00	101-43700-42600	SUPPLIES & MA V-BELT,TIER,INNER TUBE	203024	171.42
01-01457	MIDWEST FIRE & SAFETY					
		I-30000329	101-43700-42500	REPAIR & MAIN FIRE EXTINGUISHER SERVICE	203022	164.50
01-01490	MUELLER LUMBER CO. INC.					
		I-296702	101-43700-42600	SUPPLIES & MA INSECT REPELLENT	203034	35.67
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.07.24	101-43700-42800	UTILITIES 700 W 23RD AVE	203039	157.09
		I-2581641-4.07.24	101-43700-42800	UTILITIES W 23RD	203039	12.00
		I-2939180-2.07.24	101-43700-42800	UTILITIES 825 INDIAN VILLAGE RD	203039	231.94
01-02567	S & M PRINTING INC					
		I-82747	101-43700-42600	SUPPLIES & MA CEMETERY PERMITS	203062	58.00

PACKET : 06979 06980 06981 06982
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
01-02679	MENARD'S INC					
		I-72764	101-43700-42600	SUPPLIES & MA FENCE FOR GARDEN	203013	239.94
		I-72818	101-43700-42600	SUPPLIES & MA MASONRY CUT-OFF,RABBIT GUARD	203013	125.64
		I-73372	101-43700-42500	REPAIR & MAIN GARDEN FENCE	203013	425.82
01-02880	THUNE TRUE VALUE & APPL					
		I-A574277	101-43700-42600	SUPPLIES & MA BOIL DRAIN	203083	26.97
01-08281	VESTIS					
		I-6380207411	101-43700-42600	SUPPLIES & MA MAT CLEANING	203096	31.61
		I-6380210908	101-43700-42600	SUPPLIES & MA MAT CLEANING	203096	31.61
01-09703	AMAZON CAPITAL SERVICES					
		I-1PG7-DJLY-RH3C	101-43700-42600	SUPPLIES & MA NO PETS ALLOWED SIGN	202928	71.94
				DEPARTMENT 3700 CEMETERY	TOTAL:	4,410.91

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.07.24	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	203039	121.92
01-09349	HOWES OIL CO					
		I-344145	101-44120-42610	GAS OIL TIRES UNLEADED GAS	202989	58.47
				DEPARTMENT 4120 ANIMAL CONTROL TOTAL:		180.39

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00553	DEMCO INC						
		I-7504018	101-45500-42600	SUPPLIES & MA	PROCESSING SUPPLIES	202968	203.18
01-01015	INGRAM LIBRARY SERVICES						
		I-81877530	101-45500-43420	BOOKS	BOOKS	202993	299.55
		I-81985129	101-45500-43420	BOOKS	BOOKS	202993	305.93
		I-82477106	101-45500-43420	BOOKS	BOOKS	202993	654.03
		I-82504068	101-45500-43420	BOOKS	BOOKS	202993	85.74
		I-82554457	101-45500-43420	BOOKS	BOOKS	202993	110.49
		I-82572020	101-45500-43420	BOOKS	BOOKS	202993	240.54
		I-82610471	101-45500-43420	BOOKS	BOOKS	202993	76.78
		I-82625547	101-45500-43420	BOOKS	BOOKS	202993	335.86
		I-82671506	101-45500-43420	BOOKS	BOOKS	202993	54.29
01-02679	MENARD'S INC						
		I-72635	101-45500-42600	SUPPLIES & MA	FLEA KILLER	203013	10.49
01-05088	BLACKSTONE PUBLISHING						
		I-2160237	101-45500-43421	AUDIO-VISUAL	AUDIOBOOKS	202942	216.76
		I-2162020	101-45500-43421	AUDIO-VISUAL	AUDIOBOOKS	202942	185.53
01-06583	BAKER & TAYLOR						
		I-2038389964	101-45500-43420	BOOKS	CHILDREN'S BOOKS	202937	71.34
01-08223	OVERDRIVE INC						
		I-02495DA24207789	101-45500-42693	E-BOOKS/AUDIO	EBOOK	203046	59.99
		I-02495DA24212932	101-45500-42693	E-BOOKS/AUDIO	EAUDIOBOOK	203046	74.23
01-08281	VESTIS						
		I-6380210923	101-45500-42600	SUPPLIES & MA	MAT CLEANING	203096	61.48
01-09703	AMAZON CAPITAL SERVICES						
		I-1HHK-LJLW-JHRT	101-45500-42600	SUPPLIES & MA	BOARD GAME,CRAFT ITEMS	202928	15.18
		I-1HHK-LJLW-JHRT	101-45500-43421	AUDIO-VISUAL	BOARD GAME,CRAFT ITEMS	202928	29.89
		I-1KNX-7WVM-M676	101-45500-42600	SUPPLIES & MA	AIR FRESHENERS	202928	66.12
		I-1MHX-FNPK-JKK3	101-45500-43421	AUDIO-VISUAL	BOARD GAMES	202928	28.93
		I-1T7K-NDJW-JNN7	101-45500-43420	BOOKS	BOOK	202928	17.80

DEPARTMENT 5500 LIBRARY TOTAL: 3,204.13

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 6500 ECONOMIC DEVELOPMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01400	MITCHELL AREA DEVELOPME					
		I-07102024	101-46500-42900	MITCHELL AREA 2024 3RD QUARTER ALLOCATION	203027	41,750.00
01-02386	MITCHELL MAIN STREET AN					
		I-07102024	101-46500-42918	MITCHELL MAIN 2024 3RD QUARTER ALLOCATION	203030	10,000.00
01-07652	DAKOTA HEARTLAND DEVELO					
		I-07102024	101-46500-42911	REGIONAL ECON 2024 3RD QUARTER ALLOCATION	202962	6,250.00
				DEPARTMENT 6500 ECONOMIC DEVELOPMENT	TOTAL:	58,000.00
				FUND 101 GENERAL	TOTAL:	786,015.54

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-1868267	201-45110-42605	SUPPLIES & MA MACHINE SCREW	203059	6.59
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-GENERAL		
		I-1868857	201-45110-42605	SUPPLIES & MA WASP, HORNET SPRAY	203059	33.95
	PROJ: J50-SM-JANIT	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-JANITORIAL		
		I-1881476	201-45110-42605	SUPPLIES & MA WASP, HORNET SPRAY	203059	27.16
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-GENERAL		
01-00520	HAWKINS INC					
		I-6794681	201-45110-42602	POOL CHEMICAL AZONE,HYDROCHLORIC ACID,CHLRD	202983	4,425.93
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-6800120	201-45110-42602	POOL CHEMICAL BLACK DRUM,AZONE,CALCUIM CHLRD	202983	2,865.68
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-6804878	201-45110-42602	POOL CHEMICAL BLACK DRUM,AZONE,CYANRUIC ACID	202983	4,233.56
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
01-00531	PAULSON SHEET METAL INC					
		I-49734	201-45110-42550	REPAIR & MAIN HEATER UNIT VENT LEAKING	203049	383.86
	PROJ: J50-RM-HVAC	OUTDOOR AQUATIC CENTER		REPAIR-MAINT-HVAC		
01-01450	MUTH ELECTRIC INC					
		I-671656	201-45110-42550	REPAIR & MAIN CHECK FAN AND CONNECTORS	203035	96.27
	PROJ: J50-RM-ELEC	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-ELECTRICAL		
01-02560	PEPSI COLA COMPANY					
		I-97799487	201-45110-42601	CONCESSION SU JUICE,PEPSI,WATER	203050	752.76
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10616021	201-45110-42602	POOL CHEMICAL LABS	203053	45.00
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
01-02679	MENARD'S INC					
		I-71843	201-45110-42605	SUPPLIES & MA BOWL BRUSH	203013	13.99
	PROJ: J50-SM-JANIT	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-JANITORIAL		
01-03267	WALMART/CAPITAL ONE					
		I-8775.07092024	201-45110-42600	SUPPLIES & MA REPELLENT	203098	29.82
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-03567	YOUR SHOP					
		I-07022024.1	201-45110-42250	PROGRAMMING S DIY PROGRAMS	203102	205.00
01-03700	CORE-MARK MIDCONTINENT					
		I-1681662	201-45110-42601	CONCESSION SU CANDY,ICE CREAM,DRY ICE	202959	1,180.13
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-1693005	201-45110-42601	CONCESSION SU CANDY,NACHOS,CHEESE SAUCE	202959	1,139.81
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07573	WM SMITH & ASSOCIATES I					
		I-30390	201-45110-42605	SUPPLIES & MA MOLDED LADDER,HARDWARE	203101	222.72
	PROJ: J50-SM-JANIT	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-JANITORIAL		
01-09633	STAPLES					
		I-6006748647	201-45110-42605	SUPPLIES & MA THERMAL ROLLS	203072	38.74
	PROJ: J50-SM-OFFIC	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-OFFICE		
		I-6006748647	201-45110-42600	SUPPLIES & MA THERMAL ROLLS	203072	38.74
	PROJ: J51-SM-OFFIC	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-OFFICE		
				DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:		15,739.71

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-5672	201-45140-42600	SUPPLIES & MA POSTAGE 07.01-14.2024	203054	42.16
01-01193	KROHMER PLUMBING INC					
		I-82247	201-45140-42500	REPAIR & MAIN REPAIR WHIRLPOOL PUMP	203002	183.67
	PROJ: J06-RM-PLUMB	REC CTR-GENERAL BLDG		REPAIR/MAINT-PLUMBING		
01-01497	GRAINGER					
		I-9180185044	201-45140-42600	SUPPLIES & MA COATED GLOVES	202981	44.40
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-02679	MENARD'S INC					
		I-72822	201-45140-42600	SUPPLIES & MA SUMP KIT,TRIGGER,SPRAY BOTTLE	203013	253.93
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-02880	THUNE TRUE VALUE & APPL					
		I-B292972	201-45140-42600	SUPPLIES & MA QUICK CONN SET	203083	8.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-B293157	201-45140-42600	SUPPLIES & MA HEAVY LINERS	203083	16.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09494	SANFORD HEALTH MITCHELL					
		I-122	201-45140-42600	SUPPLIES & MA JULY COMMUNITY EVENTS	203063	125.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-09633	STAPLES					
		I-6006553436	201-45140-42600	SUPPLIES & MA GLOVES	203072	47.99
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6006603736	201-45140-42600	SUPPLIES & MA RUBBER BANDS	203072	10.50
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-6006959599	201-45140-42600	SUPPLIES & MA BOWL CLEANER	203072	67.16
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6007297407	201-45140-42600	SUPPLIES & MA WHITE HANDTOWELS,TISSUE	203072	144.32
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6007297408	201-45140-42600	SUPPLIES & MA BAND-AIDS	203072	13.41
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-09703	AMAZON CAPITAL SERVICES					
		I-1PG7-DJLY-1DY3	201-45140-42500	REPAIR & MAIN POOL LIFT SEAT BELT	202928	63.99
	PROJ: J02-RM-EQUIP	INDOOR AQUATIC CTR		REPAIR/MAINT-EQUIPMENT		
01-10442	NATURAL FORMULATIONS					
		I-218628	201-45140-42600	SUPPLIES & MA SHAMPOO CONCENTRATE KIT	203037	275.28
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 1,297.79

PACKET : 06979 06980 06981 06982
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
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3146/1	201-45160-42500	REPAIR & MAIN FLAPPER,NIPPLE	202972	9.48
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-3173/1	201-45160-42600	SUPPLIES & MA BRSH,CAULK	202972	28.98
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-3191/1	201-45160-42600	SUPPLIES & MA JOINT NUT,CLEAR CAULK	202972	16.58
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-3204/1	201-45160-42600	SUPPLIES & MA CUTOFF RISER	202972	0.99
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-3208/1	201-45160-42600	SUPPLIES & MA FASTENERS	202972	3.18
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-00424	RUNNINGS SUPPLY INC					
		I-1875583	201-45160-42600	SUPPLIES & MA EYEBOLT,WASHERS,CHAIN	203059	17.57
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-1882142	201-45160-42500	REPAIR & MAIN HANDLE SLEDGE	203059	8.99
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-1885059	201-45160-42650	UNIFORMS PREWETT BOOT	203059	135.00
		I-1887439	201-45160-42600	SUPPLIES & MA FLEX HOSE	203059	59.90
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-1890995	201-45160-42600	SUPPLIES & MA WASP,HORNET SPRAY	203059	5.98
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-313930	201-45160-42500	REPAIR & MAIN V-BELT UTILITY	202946	19.29
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-4977-314785	201-45160-42600	SUPPLIES & MA OIL,GEAR OIL	202946	32.47
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-00436	CHS FARMERS ALLIANCE					
		I-II3211	201-45160-42602	CHEMICALS BUCCANEER PLUS,ESPLANADE EZ	202952	714.60
	PROJ: H04-42602	BASEBALL		CHEMICALS		
01-00525	DAKOTA PUMP LLC					
		I-18338	201-45160-42500	REPAIR & MAIN SOCCER COMPLEX PUMP REPAIR	202963	505.10
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-00712	NAPA CENTRAL					
		I-803135	201-45160-42500	REPAIR & MAIN FUEL FILTER	203036	67.86
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815039074	201-45160-42500	REPAIR & MAIN OIL FILTER,OIL	203074	61.91
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815039619	201-45160-42500	REPAIR & MAIN MEDIUM HORSE POWER	203074	16.99
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
		I-815040327	201-45160-42500	REPAIR & MAIN BATTERY,SWITCH KEY	203074	76.98
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		

PACKET : 06979 06980 06981 06982
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
01-01355	MIDWEST TURF & IRRIGATI					
		I-3935855-00	201-45160-42500	REPAIR & MAIN REPAIR KIT	203024	481.97
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					
		I-297099	201-45160-42600	SUPPLIES & MA WORKRIGHT HI DEXTERITY	203034	47.58
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01819	NORTHWEST PIPE FITTINGS					
		I-444872-2	201-45160-42500	REPAIR & MAIN COUPLING,ADAPTORS	203038	118.64
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-445064-1	201-45160-42500	REPAIR & MAIN FIELD DECODER	203038	896.50
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.07.24	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	203039	515.27
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2834109-7.07.24	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	203039	1,602.33
	PROJ: H15-42800	LAK MITCHELL PUMP CADWELL		UTILITIES		
		I-2991007-2.07.24	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	203039	10.00
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S103817919.001	201-45160-42500	REPAIR & MAIN O-RING,FIBER WSHER,ACCT 704	202964	60.18
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-S103840022.001	201-45160-42500	REPAIR & MAIN CARETAKER WALL,ARM,ACCT704	202964	188.65
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-S103840022.002	201-45160-42600	SUPPLIES & MA MOGUL BASE,ACCT 704	202964	996.05
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-S103919383.001	201-45160-42600	SUPPLIES & MA ELEMENT	202964	38.32
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-72356	201-45160-42500	REPAIR & MAIN CONNECTORS,WIRE STRP	203013	95.38
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-72413	201-45160-42500	REPAIR & MAIN PRIMED PINE,NAILS	203013	41.57
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-72600	201-45160-42500	REPAIR & MAIN RNCH CASE	203013	45.97
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-02790	SUN GOLD SPORTS LLC					
		I-27130	201-45160-42650	UNIFORMS NIELSEN LOGOD SHIRTS	203078	75.00
01-02804	TMA STORES					
		I-103047	201-45160-42500	REPAIR & MAIN LOOSE TIRE REPAIR	203087	28.44
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-103055	201-45160-42500	REPAIR & MAIN TIRE TUBE	203087	18.71
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-103175	201-45160-42500	REPAIR & MAIN LOOSE FLAT REPAIR	203087	43.48
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		

PACKET : 06979 06980 06981 06982
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
01-02804	TMA STORES continued					
		I-103722	201-45160-42500	REPAIR & MAIN LOOSE TIRE REPAIR	203087	34.30
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
		I-103784	201-45160-42500	REPAIR & MAIN FLAT TIRE REPAIR	203087	28.17
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
		I-103945	201-45160-42500	REPAIR & MAIN VALVE STEM, TIRE REPAIR	203087	92.35
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-147518	201-45160-42600	SUPPLIES & MA T-PAPER,BLUE GLOVES	202998	310.55
	PROJ: H05-42600		SOFTBALL	SUPPLIES/MATERIALS		
		I-147636	201-45160-42600	SUPPLIES & MA FOAMING HAND SOAP	202998	134.32
	PROJ: H05-42600		SOFTBALL	SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A574495	201-45160-42600	SUPPLIES & MA EYE BOLT,NUTS	203083	4.26
	PROJ: H07-42600		PEPSI COMPLEX	SUPPLIES/MATERIALS		
		I-B292300	201-45160-42600	SUPPLIES & MA ANTI-S33,CONNECTOR	203083	16.48
	PROJ: H05-42600		SOFTBALL	SUPPLIES/MATERIALS		
		I-B292567	201-45160-42500	REPAIR & MAIN VALVE,TUBING,TEE,UNION	203083	65.12
	PROJ: H04-42500		BASEBALL	REPAIR/MAINTENANCE		
01-03267	WALMART/CAPITAL ONE					
		I-9112.07172024	201-45160-42600	SUPPLIES & MA TV MOUNT	203098	49.00
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
01-03514	TITAN MACHINERY-APPLICA					
		I-PS0371524-1	201-45160-42500	REPAIR & MAIN ENFORCER,T-BOLT CLAMP	203085	55.89
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-04431	CIAVARELLA DESIGN INC					
		I-2022-34 P.E #3	201-45160-43300	CAPITAL IMPRO 2022-34 P.E. #3	202953	5,089.25
01-08010	METTLER IMPLEMENT INC-M					
		I-74133	201-45160-42500	REPAIR & MAIN FRONT HALF SHAFT	203016	264.99
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-08014	VERN EIDE CHEVROLET GMC					
		I-15037959	201-45160-42500	REPAIR & MAIN KEY	203094	59.30
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-08130	C & B OPERATIONS LLC					
		I-12833676	201-45160-42500	REPAIR & MAIN LIFT LINK	202945	33.04
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
		I-12853265	201-45160-42500	REPAIR & MAIN LIFT LINK	202945	33.04
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-08191	MOST DEPENDABLE FOUNTAI					
		I-INV79066	201-45160-42500	REPAIR & MAIN ADJUSTABLE VB3 KIT,HOSE	203033	372.00
	PROJ: H12-42500		DOG PARK	REPAIR/MAINTENANCE		

PACKET : 06979 06980 06981 06982
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
01-08256	ODEYS INC					
		I-124983	201-45160-42600	SUPPLIES & MA MOUND CLAY	203045	793.00
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-124985	201-45160-42600	SUPPLIES & MA WHITE LINE CHALK	203045	866.00
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-09349	HOWES OIL CO					
		I-344145	201-45160-42610	GAS & FUEL UNLEADED GAS	202989	745.06
01-09633	STAPLES					
		I-6007161845	201-45160-42600	SUPPLIES & MA WHITE WIPES	203072	119.98
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-10414	MIDWAY SERVICE dba VOLL					
		I-68026	201-45160-42610	GAS & FUEL OFF ROAD FUEL	203021	1,402.26

DEPARTMENT 5160 SPORTS COMPLEXES TOTAL: 17,654.25

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5165 CADWELL CONCESSIONS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03700	CORE-MARK MIDCONTINENT					
		I-1690751	201-45165-42610	COST OF GOODS CANDY,HOT DOG BUNS	202959	927.20
01-09703	AMAZON CAPITAL SERVICES					
		I-1Y66-YM4H-1C7Y	201-45165-42660	MINOR EQUIPME HOT DOG ROLLER	202928	457.60
				DEPARTMENT 5165 CADWELL CONCESSIONS	TOTAL:	1,384.80

PACKET : 06979 06980 06981 06982
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
01-00424	RUNNINGS SUPPLY INC					
		I-1881950	201-45210-42600	SUPPLIES & MA REPELLENT	203059	32.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1881953	201-45210-42600	SUPPLIES & MA OFF,DEET BUG REPELLENT	203059	61.94
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-1882077	201-45210-42600	SUPPLIES & MA TRIMMER LINE	203059	50.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00885	MITCHELL UNITED WAY					
		I-3395	201-45210-42700	TRAVEL, CONF. DAY OF CARING SPONSOR	203032	250.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815039051	201-45210-42500	REPAIR & MAIN AIR,OIL FILTERS	203074	67.02
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.07.24	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	203039	71.99
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.07.24	201-45210-42800	UTILITIES PATTON YOUNG	203039	103.73
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.07.24	201-45210-42800	UTILITIES ACCESS LOT METER	203039	12.34
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.07.24	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	203039	50.05
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-3328555-2.07.24	201-45210-42800	UTILITIES 425 S BURR	203039	54.20
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3975325-6.07.24	201-45210-42800	UTILITIES 612 W ASH AVE	203039	36.77
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
01-02480	SPN & ASSOCIATES					
		I-2023-14 P.E. #1	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #1	203071	3,166.38
01-02602	PUBLIC HEALTH LABORATOR					
		I-10616021	201-45210-42600	SUPPLIES & MA LABS	203053	102.00
	PROJ: H85-42600	LAKE MITCHELL WATER		SUPPLIES-MAINTENANCE		
01-02679	MENARD'S INC					
		I-72126	201-45210-42600	SUPPLIES & MA DAWN	203013	29.82
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-102464	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	203087	29.14
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-102932	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	203087	46.91
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-103139	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	203087	15.59
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-103543	201-45210-42500	REPAIR & MAIN TIRE REPLACEMENT	203087	142.10
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		

PACKET : 06979 06980 06981 06982
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
01-09349	HOWES OIL CO						
		I-344145	201-45210-42610	GAS & FUEL	UNLEADED GAS	202989	69.14
01-09586	MITCHELL LION'S CLUB						
		I-71624	201-45210-42902	FIREWORKS CLE	FIREWORK CLEANUP	203029	750.00
01-10154	SCHOENFELDER PORTABLES						
		I-3775	201-45210-42600	SUPPLIES & MA	TOILET RENTALS	203065	360.00
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS			
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	201-45210-42610	GAS & FUEL	OFF ROAD FUEL	203021	65.56
				DEPARTMENT 5210 PARKS		TOTAL:	5,568.62

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09509	INNOVATIVE OFFICE SOLUT					
		I-IN4590109	201-45220-42600	SUPPLIES & MA FILE JACKET,PUSHPINS,BINDER CL	202994	57.38
				DEPARTMENT 5220 SUPERVISION TOTAL:		57.38
				FUND 201 PARK FUND TOTAL:		41,702.55

PACKET : 06979 06980 06981 06982
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
01-00356	QUALIFIED PRESORT					
		I-2279-5672	202-45650-42660	SHIPPING/POST POSTAGE 07.01-14.2024	203054	10.20
01-00424	RUNNINGS SUPPLY INC					
		I-1885675	202-45650-42600	SUPPLIES & MA POWER LEVER ANVIL PRUNER	203059	61.96
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-01590	MCLEOD'S PRINTING					
		I-77324	202-45650-42320	ADVERTISING/P FESTIVAL POSTERS	203012	99.90
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-02811	JONES SUPPLIES					
		I-147462	202-45650-42600	SUPPLIES & MA NAPKINS	202998	59.47
		I-147463	202-45650-42600	SUPPLIES & MA T-TISSUE,HAND SOAP,LINERS	202998	464.81
		I-147566	202-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWELS,SCREENS	202998	657.80
		I-147567	202-45650-42600	SUPPLIES & MA BLACK LINERS	202998	30.86
01-02880	THUNE TRUE VALUE & APPL					
		I-B292086	202-45650-42600	SUPPLIES & MA INSECT KILLER	203083	20.97
01-03573	T N T INFLATABLES					
		I-000154	202-45650-42907	PRE-STURGIS P PRE-STURGIS PARTY INFLATABLES	203079	1,134.00
01-03700	CORE-MARK MIDCONTINENT					
		I-1681663	202-45650-42610	COST OF GOODS SEEDS,ROLLS,BURGERS,HOT DOGS	202959	1,865.58
		I-1693006	202-45650-42610	COST OF GOODS TOOTSIES,GUM,CORNNUTS	202959	1,863.97
01-04300	KELLY INN & SUITES					
		I-131822	202-45650-42700	TRAVEL, CONFE BILLIE MILLES ROOM CHARGE	203000	109.62
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-540582	202-45650-42320	ADVERTISING/P ADVERTISING	203020	667.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-05892	GAYLEN'S GOURMET POPCOR					
		I-1652	202-45650-42610	COST OF GOODS CARAMEL POPCORN	202979	1,728.00
01-06885	KATHY KAYE FOODS LLC					
		I-35594	202-45650-42610	COST OF GOODS CLASSIC CARAMEL COBS	202999	3,916.80
01-07344	CHESTERMAN COMPANY					
		I-11420600	202-45650-42610	COST OF GOODS BODY ARMOUR,GOLD PEAK TEAS	202950	597.60
		I-11434348	202-45650-42610	COST OF GOODS TEAS,COKE PRODUCTS,POWERADE	202950	800.10
01-08281	VESTIS					
		I-6380209130	202-45650-42600	SUPPLIES & MA MAT CLEANING	203096	33.66
01-08287	TOWNSQUARE MEDIA-SIOUX					
		I-4880326-1	202-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	203089	651.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		

PACKET : 06979 06980 06981 06982
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
01-08287	TOWNSQUARE MEDIA-SIOUX continued					
		I-4880464-1	202-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	203089	651.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-08741	KATHY HANKS					
		I-04192024	202-45650-42650	UNIFORMS LOGOD POLO REIMBURSED	202982	69.95
01-09230	LAB LLC					
		I-920	202-45650-42907	PRE-STURGIS P DIGITAL BILLBOARD PRE-STURGIS	203003	325.00
01-09349	HOWES OIL CO					
		I-344145	202-45650-42620	GAS & FUEL UNLEADED GAS	202989	327.03
		I-344145	202-45650-42620	GAS & FUEL UNLEADED GAS	202989	193.21
01-09495	SCHUMACHER ELEVATOR COM					
		I-90619834	202-45650-42600	SUPPLIES & MA QUARTERLY MAINTENANCE	203066	234.63
01-09703	AMAZON CAPITAL SERVICES					
		I-19GV-9GDM-DDQX	202-45650-42600	SUPPLIES & MA WRISTBANDS	202928	166.99
	PROJ: W07-42600	CORN PALACE FESTIVAL-2020		SUPPLIES		
		I-1KGR-9H9K-CXCF	202-45650-42600	SUPPLIES & MA SHOP VACUUM,WITE-OUT	202928	72.98
		I-1VJF-31DH-17C1	202-45650-42600	SUPPLIES & MA BURN RELIEF CREAM,BANDAGES	202928	56.38
01-10425	ETIX INC					
		I-CP063024	202-45650-42900	TICKETING FEE TICKETING FEES	202974	498.55
	PROJ: W07-42900	CORN PALACE FESTIVAL-2020		TICKETING FEES		

DEPARTMENT 5650 CORN PALACE TOTAL: 17,369.02

FUND 202 CORN PALACE FUND TOTAL: 17,369.02

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02480	SPN & ASSOCIATES					
		I-34149	203-45220-42200	PROFESSIONAL MHE LS & PLT	203071	162.50
		I-34150	203-45220-42200	PROFESSIONAL MHE LS & PLT	203071	162.50
		I-34152	203-45220-42200	PROFESSIONAL INDIAN HEAD SUBDIVISION MHE DV	203071	186.25
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-28	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-28	202938	2,630.00
		I-2021-20PE#PH2-29	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-29	202938	9,826.90

DEPARTMENT 5220 LAKE TOTAL: 12,968.15

FUND 203 LAKE MITCHELL TOTAL: 12,968.15

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 209 BUSINESS IMPROV DIST #4
DEPARTMENT: 6530 ** INVALID DEPT ** BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06478	MITCHELL BASEBALL					
		I-3606	209-46530-42920	SPORTS AUTHOR SD STATE AMATEUR TOURNAMENT	203028	5,000.00
				DEPARTMENT 6530 ** INVALID DEPT ** TOTAL:		5,000.00
				FUND 209 BUSINESS IMPROV DIST #4 TOTAL:		5,000.00

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09187	CONFLUENCE, INC					
		I-29502	211-46311-42963	COMMUNITY PRO CP EXPANSION CONCEPT PLANNING	202957	2,400.00
				DEPARTMENT 6311 ENTERTAINMENT TAX TOTAL:		2,400.00
				FUND 211 ENTERTAINMENT TAX TOTAL:		2,400.00

PACKET : 06979 06980 06981 06982
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
01-10575	TARA VOLESKY					
		I-07222024	213-46311-42900	PROJECT IMPRO AWNING AND STUCCO REPAIRS	203097	500.00
				DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:		500.00
				FUND 213 BUSINESS IMPROV DIST #3 TOTAL:		500.00

PACKET : 06979 06980 06981 06982
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
01-03267	WALMART/CAPITAL ONE					
		I-8858.06282024	214-43500-42600	SUPPLIES & MA DISH CLEANER	203098	28.80
01-08252	CORPORATE TRANSLATION S					
		I-274814	214-43500-42200	PROFESSIONAL TRANSLATION SERVICES	203004	14.03
01-09703	AMAZON CAPITAL SERVICES					
		I-11QX-W1FQ-TRY6	214-43500-42650	UNIFORMS NIEHOFF LOGOD JACKET	202928	38.16
01-10486	AT&T MOBILITY - POLICE					
		I-9001X07232024	214-43500-42800	UTILITIES - T ACCT #287283989001	202933	46.15
				DEPARTMENT 3500 E-911	TOTAL:	127.14
				FUND 214 E-911 EMERGENCY	TOTAL:	127.14

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA CENTRAL					
		I-802966	218-45150-42500	REPAIR AND MA TURN SIGNAL LEVER	203036	114.76
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-802979	218-45150-42500	REPAIR AND MA SUPPORT	203036	133.60
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01199	STURDEVANTS AUTO VALUE					
		C-815039324	218-45150-42500	REPAIR AND MA RETURNED LIFT SUPPORT	203074	55.98-
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815039046	218-45150-42500	REPAIR AND MA TRANSMISSION FLUID,OIL,FILTERS	203074	311.52
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815039322	218-45150-42500	REPAIR AND MA LIFT SUPPORT	203074	55.98
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815039339	218-45150-42500	REPAIR AND MA POWER STEERING FLUID,BRAKE	203074	283.77
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815039760	218-45150-42500	REPAIR AND MA OIL FILTERS,BATTERY,CORE RTRN	203074	290.65
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815040168	218-45150-42500	REPAIR AND MA OIL FILTERS,POWER BRAKE BOOST	203074	219.82
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01490	MUELLER LUMBER CO. INC.					
		I-296806	218-45150-42500	REPAIR AND MA FOAM INSULATION	203034	14.01
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-07717	VERN EIDE FORD					
		I-25042605	218-45150-42500	REPAIR AND MA VISOR ASSEMBLY	203095	93.10
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-07987	AT&T MOBILITY - PALACE					
		I-3882X07232024	218-45150-42800	UTILITIES ACCT #287298243882	202932	35.58
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
		I-3882X07232024	218-45150-42920	COMPUTER SOFT ACCT #287298243882	202932	345.74
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
01-08594	MAKE IT MINE DESIGNS					
		I-35531	218-45150-42320	ADVERTISING DECAL REMOVAL	203009	150.00
	PROJ: E01-ADS	5311-FY18/19		Marketing/Ads/Promotion		
01-09349	HOWES OIL CO					
		I-344145	218-45150-42610	GAS OIL TIRES UNLEADED GAS	202989	7,244.94
01-10414	MIDWAY SERVICE dba VOLL					
		I-68026	218-45150-42610	GAS OIL TIRES OFF ROAD FUEL	203021	613.98
				DEPARTMENT 5150 PALACE TRANSIT TOTAL:		9,851.47

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815039918	218-45180-42600	SUPPLIES & MA BLACK TIES	203074	1.79
01-02811	JONES SUPPLIES					
		I-147519	218-45180-42600	SUPPLIES & MA LINERS,T-PAPER,ROLL TOWELS	202998	172.68
01-02880	THUNE TRUE VALUE & APPL					
		I-A573839	218-45180-42600	SUPPLIES & MA TUBING,SCREWDRIVER,TAPE	203083	16.03
01-03267	WALMART/CAPITAL ONE					
		I-1422.07252024	218-45180-42600	SUPPLIES & MA HDMI CORD,SITE MERCH	203098	94.88
01-07987	AT&T MOBILITY - PALACE					
		I-3882X07232024	218-45180-42800	UTILITIES ACCT #287298243882	202932	17.06
01-09251	WATERTOWN WHOLESALE					
		I-51480	218-45180-42600	SUPPLIES & MA BINGO PAPER	203099	141.50

DEPARTMENT 5180 JVCC TOTAL: 443.94

FUND 218 COMMUNITY SERVICES TOTAL: 10,295.41

PACKET : 06979 06980 06981 06982
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
01-01199	STURDEVANTS AUTO VALUE					
		I-815039760	219-45140-42500	REPAIR & MAIN OIL FILTERS,BATTERY,CORE RTRN	203074	7.93
01-02811	JONES SUPPLIES					
		I-147519	219-45140-42600	SUPPLIES & MA LINERS,T-PAPER,ROLL TOWELS	202998	97.38
		I-147584	219-45140-42605	MEAL SUPPLIES FOAM HINGED CONTAINER	202998	271.28
01-07987	AT&T MOBILITY - PALACE					
		I-3882X07232024	219-45140-42800	UTILITIES ACCT #287298243882	202932	17.07
01-09069	BIG DADDY D'S INC					
		I-07222024	219-45140-42911	CONTRACT SERV SR MEALS 07.08-12.2024	202940	2,270.10
		I-072224	219-45140-42911	CONTRACT SERV SR MEALS 07.15-19.2024	202940	2,145.90
		I-920	219-45140-42911	CONTRACT SERV SR MEALS 07.01-05.2024	202940	1,690.50
		I-923	219-45140-42911	CONTRACT SERV SR MEALS 07.22-26.2024	202940	2,076.90
01-09349	HOWES OIL CO					
		I-344145	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	202989	252.08
01-09403	TRADITIONS PREPARED MEA					
		I-INV2260004123	219-45140-42911	CONTRACT SERV FROZEN MEALS	203090	3,482.62

DEPARTMENT 5140 NUTRITION TOTAL: 12,311.76

FUND 219 NUTRITION TOTAL: 12,311.76

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 230 AIRPORT
DEPARTMENT: 3500 AIRPORT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00281	HELMS AND ASSOCIATES					
		I-AIP28AIRPORT#37-FN	230-43500-43320	AIP-RECONSTRU AIP '28 AIRPORT P.E. #37-FINAL	202985	11,158.89
01-00424	RUNNINGS SUPPLY INC					
		I-1884021	230-43500-42600	SUPPLIES & MA LIFT BLADE	203059	44.99
01-00436	CHS FARMERS ALLIANCE					
		I-II3357	230-43500-42600	SUPPLIES & MA BUCCANEER PLUS-AIRPORT CHEMICL	202952	202.65
01-01199	STURDEVANTS AUTO VALUE					
		I-815039759	230-43500-42500	REPAIR & MAIN HD FUEL CONSTRUCTION	203074	15.02
		I-815040163	230-43500-42500	REPAIR & MAIN FRONT DISC BRAKES	203074	75.15
				DEPARTMENT 3500 AIRPORT TOTAL:		11,496.70
				FUND 230 AIRPORT TOTAL:		11,496.70

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00286	AUSTEN IVERSON					
		I-07012024	602-381369	REFUNDS AND R 717 S BURR HOOKUP REFUNDED	202997	50.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		50.00

PACKET : 06979 06980 06981 06982
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
01-00384	SD ASSOCIATION OF RURAL					
		I-17626	602-43330-42700	TRAVEL, CONF. 2024 ANNUAL DUES	203067	1,265.00
01-00520	HAWKINS INC					
		I-6808083	602-43330-42620	CHEMICAL SERV CHLORINE	202983	50.00
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.07.24	602-43330-42800	UTILITIES 1416 E SPRUCE ST	203039	29.81
01-02602	PUBLIC HEALTH LABORATOR					
		I-10616476	602-43330-42550	LAB FEES LABS	203053	169.00
		I-10616566	602-43330-42550	LAB FEES TESTINGS	203053	629.00
01-02679	MENARD'S INC					
		I-72631	602-43330-42600	SUPPLIES & MA TISSUE PAPER	203013	52.96
01-08281	VESTIS					
		I-6380207419	602-43330-42600	SUPPLIES & MA MOPS,CLOTH,MAT CLEANING	203096	50.62
01-08466	CHR SOLUTIONS INC					
		I-768305	602-43330-42920	CONSUMER CONF JUN 2024 BILLING,MAILINGS	202951	2,755.09
01-09349	HOWES OIL CO					
		I-344145	602-43330-42610	GAS & FUEL UNLEADED GAS	202989	241.25
01-10414	MIDWAY SERVICE dba VOLL					
		I-68026	602-43330-42610	GAS & FUEL OFF ROAD FUEL	203021	139.03
				DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:		5,381.76

PACKET : 06979 06980 06981 06982
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
01-00210	BAILEY METAL FABRICATOR						
		I-63287	602-43340-42600	SUPPLIES & MA	ROLL ROUND SOLID	202936	38.52
01-00259	BLACKBURN MANUFACTURING						
		I-0742515-IN	602-43340-42600	SUPPLIES & MA	LOCATING FLAGS	202941	239.50
01-00356	QUALIFIED PRESORT						
		I-2279-5672	602-43340-42660	POSTAGE	POSTAGE 07.01-14.2024	203054	15.20
01-00424	RUNNINGS SUPPLY INC						
		I-1885710	602-43340-42600	SUPPLIES & MA	INSECT REPELLENT	203059	63.60
		I-1893273	602-43340-42600	SUPPLIES & MA	BIT PERCUSSION	203059	20.16
01-00428	CARQUEST AUTO PARTS INC						
		I-4977-314651	602-43340-42600	SUPPLIES & MA	SPARK PLUG V-POWER	202946	19.96
01-00712	NAPA CENTRAL						
		I-802971	602-43340-42600	SUPPLIES & MA	PULLEY,BELT,CLUTCH	203036	128.33
		I-803269	602-43340-42600	SUPPLIES & MA	FUEL FILTER	203036	43.78
01-00786	SOUTH DAKOTA 811						
		I-SD24-01575	602-43340-42200	LOCATES	JUNE 2024 MESSAGE FEES	203070	134.40
01-01199	STURDEVANTS AUTO VALUE						
		I-815039342	602-43340-42600	SUPPLIES & MA	DOOR LOCK,FLOOR PAN,FILTERS	203074	104.12
		I-815040165	602-43340-42600	SUPPLIES & MA	FUEL,AIR,OIL FILTERS,BREATHER	203074	282.29
01-01830	NORTHWESTERN ENERGY						
		I-2958403-4.07.24	602-43340-42800	UTILITIES	1800 VAN DYKE DR	203039	420.36
01-02323	WEF						
		I-17523451.2024	602-43340-42700	TRAVEL, CONF	WEF RENEWAL	203100	155.00
01-02470	CORE & MAIN LP						
		I-V086031	602-43340-42600	SUPPLIES & MA	VALVE SEAT WRENCH	202958	1,985.28
		I-V153682	602-43340-42600	SUPPLIES & MA	NO LEAD COUPLING	202958	150.51
		I-V163635	602-43340-42600	SUPPLIES & MA	COUPLINGS	202958	432.39
01-02480	SPN & ASSOCIATES						
		I-2021-45 P.E. #35	602-43340-43338	2ND, 4TH, RAI	2021-45 P.E. #35	203071	5,426.27
		I-2023-7 P.E. #13	602-43340-43332	WEST HARMON D	2023-7 P.E. #13	203071	2,300.35
		I-2023-8 P.E. #13	602-43340-43331	12TH-13TH LOO	2023-8 P.E. #13	203071	1,223.75
01-02485	SCHOENFELDER CONSTRUCTI						
		I-2022-26 P.E. #3	602-43340-43334	3RD & MAIN	2022-26 P.E. #3	203064	21,487.68
01-02679	MENARD'S INC						
		I-72408	602-43340-42650	UNIFORMS	SIBSON PANTS	203013	69.98
		I-73392	602-43340-42600	SUPPLIES & MA	TOOLBOX,VIEWTAINER	203013	20.96

PACKET : 06979 06980 06981 06982
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
01-02790	SUN GOLD SPORTS LLC						
		I-27714	602-43340-42650	UNIFORMS	R DEVRIES LOGOD UNIFORMS	203078	45.00
01-03576	MICHELS ROAD & STONE IN						
		I-2021-45 P.E. #1	602-43340-43333	HIGHWAY 37 WA	2021-45 P.E. #1	203017	55,395.97
01-03678	INTERSTATE OFFICE PRODU						
		I-01ED3383	602-43340-42600	SUPPLIES & MA	PENS, LABELS	202995	127.86
01-06656	PREMIER PEST CONTROL LL						
		I-52481	602-43340-42600	SUPPLIES & MA	JULY 2024 PEST CONTROL	203052	75.00
01-08307	TOP GRADE CONCRETE						
		I-2023-4 P.E. #7	602-43340-42510	WATER PROJ SI	2023-4 P.E. #7	203088	931.00
		I-2023-4 P.E. #7	602-43340-43331	12TH-13TH LOO	2023-4 P.E. #7	203088	8,538.00
01-08417	INFRASTRUCTURE DESIGN G						
		I-2020-20 P.E. #40	602-43340-43355	ABOVE GROUND	2020-20 P.E. #40	202992	6,609.30
		I-2020-20 P.E. #41	602-43340-43355	ABOVE GROUND	2020-20 P.E. #41	202992	19,989.74
		I-2021-25 P.E. #13	602-43340-43326	LIVESAY UTILI	2021-25 P.E. #13	202992	168.54
01-08466	CHR SOLUTIONS INC						
		I-768305	602-43340-42660	POSTAGE	JUN 2024 BILLING,MAILINGS	202951	829.51
		I-768305	602-43340-42910	BILLING OFFIC	JUN 2024 BILLING,MAILINGS	202951	378.20
01-09349	HOWES OIL CO						
		I-344145	602-43340-42610	GAS & FUEL	UNLEADED GAS	202989	1,793.37
01-09439	ADVANCED ENGINEERING AN						
		I-2024-37 P.E. #3	602-43340-42225	PROFESSIONAL	2024-37 P.E. #3	202927	1,167.50
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	602-43340-42610	GAS & FUEL	OFF ROAD FUEL	203021	8.13

DEPARTMENT 3340 WATER DISTRIBUTION TOTAL: 130,819.51

FUND 602 WATER TOTAL: 136,251.27

PACKET : 06979 06980 06981 06982
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
01-00008	ELFSTRAND'S ACE HARDWAR						
		I-3163/1	604-43200-42600	SUPPLIES	SMARTFLO MAX HOSE	202972	54.99
01-00356	QUALIFIED PRESORT						
		I-2279-5672	604-43200-42660	POSTAGE	POSTAGE 07.01-14.2024	203054	15.20
01-00424	RUNNINGS SUPPLY INC						
		I-1886796	604-43200-42600	SUPPLIES	TORDON KILLER	203059	28.97
01-00750	FISHER SCIENTIFIC						
		I-3877025	604-43200-42600	SUPPLIES	ELECTRODES	202976	294.56
01-01199	STURDEVANTS AUTO VALUE						
		I-815039052	604-43200-42600	SUPPLIES	AIR, OIL FILTERS	203074	31.68
01-02143	HDR ENGINEERING INC						
		I-2022-1 P.E. #18	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #18	202984	35,816.78
01-02679	MENARD'S INC						
		I-73228	604-43200-42600	SUPPLIES	AIR FILTERS	203013	61.38
		I-73239	604-43200-42600	SUPPLIES	AIR FILTERS	203013	78.12
01-06656	PREMIER PEST CONTROL LL						
		I-52486	604-43200-42600	SUPPLIES	JULY 2024 PEST CONTROL	203052	75.00
01-08466	CHR SOLUTIONS INC						
		I-768305	604-43200-42660	POSTAGE	JUN 2024 BILLING,MAILINGS	202951	829.51
01-09349	HOWES OIL CO						
		I-344145	604-43200-42610	GAS & FUEL	UNLEADED GAS	202989	313.57
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	604-43200-42610	GAS & FUEL	OFF ROAD FUEL	203021	114.82
		I-68026	604-43200-42610	GAS & FUEL	OFF ROAD FUEL	203021	480.45

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 38,195.03

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3210 WASTE WATER IND PRETREAT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01710	MINNESOTA VALLEY TESTIN					
		I-1262223	604-43210-42550	LABORATORY FE CHEMICALS	203026	1,014.00
				DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:		1,014.00

PACKET : 06979 06980 06981 06982
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
01-00008	ELFSTRAND'S ACE HARDWAR						
		I-3184/1	604-43250-42600	SUPPLIES	WIRE CONNECTOR	202972	18.99
		I-3231/1	604-43250-42600	SUPPLIES	FASTENERS	202972	43.51
		I-3333/1	604-43250-42600	SUPPLIES	MISC FASTENERS	202972	4.36
01-00259	BLACKBURN MANUFACTURING						
		I-0742515-IN	604-43250-42600	SUPPLIES	LOCATING FLAGS	202941	239.50
01-00424	RUNNINGS SUPPLY INC						
		I-1883355	604-43250-42600	SUPPLIES	TARP STRAP	203059	21.16
		I-1890948	604-43250-42600	SUPPLIES	HANDLE SCOOP	203059	65.98
01-00428	CARQUEST AUTO PARTS INC						
		I-4977-313914	604-43250-42600	SUPPLIES	TOGGLE SWITCH	202946	12.29
		I-4977-315037	604-43250-42600	SUPPLIES	BRAKE CLEAN NON-CHLR	202946	126.96
01-00525	DAKOTA PUMP LLC						
		I-18337	604-43250-42500	REPAIRS	TRANSDUCER SUB DWYER	202963	1,123.08
01-00786	SOUTH DAKOTA 811						
		I-SD24-01575	604-43250-42200	PROFESSIONAL	JUNE 2024 MESSAGE FEES	203070	134.40
01-01199	STURDEVANTS AUTO VALUE						
		I-815039763	604-43250-42600	SUPPLIES	AIR,HYDRAULIC,FUEL FILTERS	203074	219.52
01-01202	TK ELECTRIC						
		I-20970	604-43250-42500	REPAIRS	LIFT PUMPS NEW MOTOR INSTALLED	203086	902.63
01-01830	NORTHWESTERN ENERGY						
		I-2572870-0.07.24	604-43250-42800	UTILITIES	1511 N COMMERCE	203039	70.14
		I-2579460-3.07.24	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	203039	139.94
		I-2581214-0.07.24	604-43250-42800	UTILITIES	N FOSTER ST	203039	2,272.71
		I-2581590-3.07.24	604-43250-42800	UTILITIES	N HARMON DR	203039	311.42
		I-2581650-5.07.24	604-43250-42800	UTILITIES	KIPPES CV	203039	94.59
		I-2581719-8.07.24	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	203039	255.44
		I-2581747-9.07.24	604-43250-42800	UTILITIES	S HARMON DR	203039	120.69
		I-2582035-8.07.24	604-43250-42800	UTILITIES	1500 W 23RD AVE	203039	322.99
		I-2582739-5.07.24	604-43250-42800	UTILITIES	1300 W NORWAY AVE	203039	288.13
		I-2809477-9.07.24	604-43250-42800	UTILITIES	1423 COUNTRY DR	203039	232.11
01-02480	SPN & ASSOCIATES						
		I-2021-45 P.E. #34	604-43250-42200	PROFESSIONAL	2021-45 P.E. #34	203071	3,236.47
		I-2022-3 P.E. #16	604-43250-43350	S HARMON/OHLM	2022-3 P.E. #16	203071	350.00
		I-2023-6 P.E. #13	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #13	203071	3,365.39
		I-2023-6 P.E. #14	604-43250-43349	N HARMON/AIRP	2023-6 P.E. #14	203071	741.25
01-02485	SCHOENFELDER CONSTRUCTI						
		I-2022-26 P.E. #3	604-43250-43346	3RD & MAIN	2022-26 P.E. #3	203064	16,115.76

PACKET : 06979 06980 06981 06982
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
01-02679	MENARD'S INC						
		I-72958	604-43250-42600	SUPPLIES	POOL WALL BRUSH	203013	14.99
01-02804	TMA STORES						
		I-103927	604-43250-42600	SUPPLIES	TIRES,MOUNT & BALANCE	203087	1,130.11
01-03574	INDUSTRIAL CHEM LABS &						
		I-396307	604-43250-42600	SUPPLIES	GRANULAR ODOR CONTROL	202991	150.88
01-03576	MICHELS ROAD & STONE IN						
		I-2021-45 P.E. #1	604-43250-43348	HIGHWAY 37 UT	2021-45 P.E. #1	203017	29,484.98
01-06656	PREMIER PEST CONTROL LL						
		I-52484	604-43250-42600	SUPPLIES	JULY 2024 PEST CONTROL	203052	75.00
01-07430	ELLIOTT EQUIPMENT CO						
		I-180272	604-43250-42600	SUPPLIES	QUICK COUPLER,DISCONNECT	202973	491.66
01-08417	INFRASTRUCTURE DESIGN G						
		I-2021-25 P.E. #13	604-43250-43336	LIVESAY UTILI	2021-25 P.E. #13	202992	1,601.10
01-08466	CHR SOLUTIONS INC						
		I-768305	604-43250-42910	BILLING OFFIC	JUN 2024 BILLING,MAILINGS	202951	378.20
01-09349	HOWES OIL CO						
		I-344145	604-43250-42610	GAS	UNLEADED GAS	202989	155.56
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	604-43250-42610	GAS	OFF ROAD FUEL	203021	175.61

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 64,487.50

FUND 604 SEWER TOTAL: 103,696.53

PACKET : 06979 06980 06981 06982
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
01-00424	RUNNINGS SUPPLY INC						
		I-1882285	612-43220-42650	UNIFORMS	DAVIS GLOVES	203059	35.98
		I-1882286	612-43220-42650	UNIFORMS	PLATT GLOVES	203059	35.98
01-01830	NORTHWESTERN ENERGY						
		I-3750165-7.07.24	612-43220-42800	UTILITIES	2801 E HAVENS ST	203039	114.49
01-06656	PREMIER PEST CONTROL LL						
		I-52482	612-43220-42500	REPAIR & MAIN	JULY 2024 PEST CONTROL	203052	175.00
01-09891	MILLENNIUM RECYCLING						
		I-482640	612-43220-42200	CONTRACT-MILL	SINGLE STREAM FEE	203025	254.15
01-10468	WALTER DAVIS						
		I-07252024	612-43220-42650	UNIFORMS	STEEL TOE BOOTS REIMBURSED	202965	94.99
					DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	710.59

PACKET : 06979 06980 06981 06982
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-2279-5672	612-43230-42660	POSTAGE	POSTAGE 07.01-14.2024	203054	15.20
01-00917	DAKOTA FLUID POWER INC						
		I-7225527	612-43230-42600	SUPPLIES	PUMP REPAIR	202961	671.07
01-08466	CHR SOLUTIONS INC						
		I-768305	612-43230-42660	POSTAGE	JUN 2024 BILLING,MAILINGS	202951	829.52
		I-768305	612-43230-42910	BILLING OFFIC	JUN 2024 BILLING,MAILINGS	202951	378.20
01-09748	COMMUNITY SERVICES						
		I-08052024	612-43230-42950	MECHANIC SALA	2024 MECHANIC REIMBURSEMENT	202956	92,610.00
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	612-43230-42610	GAS & OIL	OFF ROAD FUEL	203021	4,660.74
					DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	99,164.73

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00145	AMERICAN GARAGE DOOR CO						
		I-M41860	612-43240-42500	REPAIR AND MA	LANDFILL DOOR REPAIR	202930	118.37
01-00356	QUALIFIED PRESORT						
		I-2279-5672	612-43240-42600	SUPPLIES	POSTAGE 07.01-14.2024	203054	38.40
01-00436	CHS FARMERS ALLIANCE						
		I-IF9705	612-43240-42610	GAS & OIL	LANDFILL RUBY FIELDMASTER	202952	1,331.22
01-00525	DAKOTA PUMP LLC						
		I-18336	612-43240-42500	REPAIR AND MA	LANDFILL PUMP REPAIR	202963	3,665.49
01-00712	NAPA CENTRAL						
		I-803213	612-43240-42600	SUPPLIES	SEAL	203036	12.41
01-01020	CENTRAL ELECTRIC COOPER						
		I-13061001.07.24	612-43240-42800	UTILITIES	ACCT #13061001	202948	796.78
01-01117	FLEETPRIDE						
		I-118169847	612-43240-42600	SUPPLIES	CHROME ANTI-SAI	202977	28.38
01-01199	STURDEVANTS AUTO VALUE						
		I-815040169	612-43240-42600	SUPPLIES	GREASE SEALS,AIR,OIL FILTERS	203074	102.67
01-01239	BUTLER MACHINERY INC						
		I-13WO0046344	612-43240-42600	SUPPLIES	BRAKE ACCUMLULATOR SERVICE CAL	202944	1,102.25
01-01830	NORTHWESTERN ENERGY						
		I-2576521-5.07.24	612-43240-42800	UTILITIES	1405 W 8TH AVE	203039	880.18
		I-2576522-3.07.24	612-43240-42800	UTILITIES	1404 W 5TH AVE SHED	203039	38.94
01-09349	HOWES OIL CO						
		I-344145	612-43240-42610	GAS & OIL	UNLEADED GAS	202989	436.29
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN4579609	612-43240-42600	SUPPLIES	BOARD	202994	91.98
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	612-43240-42610	GAS & OIL	OFF ROAD FUEL	203021	3,419.49
		I-68026	612-43240-42610	GAS & OIL	OFF ROAD FUEL	203021	1,601.86
01-10463	ECHO GROUP, INC						
		I-S010725084.001	612-43240-42600	SUPPLIES	GFI DEAD FRONT	202971	41.09

DEPARTMENT 3240 LANDFILL TOTAL: 13,705.80

FUND 612 SANITATION TOTAL: 113,581.12

PACKET : 06979 06980 06981 06982
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
01-00671	VAN DIEST SUPPLY CO						
		I-152438	614-45250-42602	CHEMICALS	HERBICIDE,T-NEX,TEBUCONAZOLE	203093	2,743.50
01-00712	NAPA CENTRAL						
		I-803206	614-45250-42600	SUPPLIES & MA	ANTIFREEZE	203036	41.94
01-01355	MIDWEST TURF & IRRIGATI						
		I-3936061-00	614-45250-42600	SUPPLIES & MA	V-BELT,TIER,INNER TUBE	203024	171.42
01-01457	MIDWEST FIRE & SAFETY						
		I-30000329	614-45250-42500	REPAIR & MAIN	FIRE EXTINGUISHER SERVICE	203022	164.50
01-01590	MCLEOD'S PRINTING						
		I-77303	614-45250-42300	PUBLISHING	ROLLS	203012	129.99
01-01830	NORTHWESTERN ENERGY						
		I-2581639-8.07.24	614-45250-42800	UTILITIES	700 W 23RD AVE	203039	157.10
		I-2581875-8.07.24	614-45250-42800	UTILITIES	GOLF CLUB HOUSE	203039	605.31
		I-2581876-6.07.24	614-45250-42800	UTILITIES	GOLF CART SHED	203039	52.82
01-02051	MIDCONTINENT COMMUNICAT						
		I-02630670214142	614-45250-42800	UTILITIES	ACCT #026306702	203019	93.39
01-02880	THUNE TRUE VALUE & APPL						
		I-A574021	614-45250-42600	SUPPLIES & MA	CLEANER,SCRUBSTER MOP	203083	34.47
01-08892	ERIC HIEB						
		I-07292024	614-45250-42200	GOLF PRO CONT	BASE CONTRACT 08.2024	202987	8,849.76
		I-072924	614-45250-42200	GOLF PRO CONT	CLOVER CC FEES 08.2024	202987	839.54

DEPARTMENT 5250 GOLF COURSE TOTAL: 13,883.74

FUND 614 GOLF COURSE TOTAL: 13,883.74

PACKET : 06979 06980 06981 06982
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
01-03267	WALMART/CAPITAL ONE						
		I-9112.07102024	619-45220-42600	SUPPLIES	PENS,INK CARTRIDGE	203098	61.47
01-06492	PALACE CITY RECREATION						
		I-202406S	619-45220-43400	EQUIPMENT	RYCO HYDRAULIC HOIST INSTLTN	203047	15,750.00
		I-202407S	619-45220-43400	EQUIPMENT	POLYDOCK INSTALLATION	203047	29,488.50
				DEPARTMENT 5220	CAMPGROUND	TOTAL:	45,299.97
				FUND 619	CAMPGROUND	TOTAL:	45,299.97

PACKET : 06979 06980 06981 06982
VENDOR SET: Mult
FUND : 621 EMERGENCY MEDICAL SERVICE
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01700	AAA COLLECTIONS INC					
		I-7783-2.06.24	621-369	REFUNDS & REI COLLECTIONS FEES	202925	485.76
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		485.76

PACKET : 06979 06980 06981 06982
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
01-00439	CHARLIE'S SHOE REPAIR						
		I-386225	621-44600-42500	REPAIRS & MAI	ZIPPER REPAIR	202949	35.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815039340	621-44600-42530	REPAIR & MAIN	OIL FILTER	203074	7.93
01-02700	HENRY SCHEIN INC						
		I-97140017	621-44600-42600	SUPPLIES	COLLAR STIFNECK,CATHETER,TUBE	202986	1,543.24
		I-98251008	621-44600-42600	SUPPLIES	NASAL 02,I-GEL,ADULT MASKS	202986	587.71
01-03478	AVERA QUEEN OF PEACE						
		I-07162024	621-44600-42600	SUPPLIES	AMBULANCE MEDICATIONS	202935	306.21
01-07628	STRYKER SALES, LLC						
		I-9206543878	621-44600-42600	SUPPLIES	RESTRAINT STRAP SET	203073	87.52
01-08340	LEWIS FAMILY DRUG LLC						
		I-432277	621-44600-42600	SUPPLIES	GLUCOCARD	203007	39.88
01-08594	MAKE IT MINE DESIGNS						
		I-35827	621-44600-42640	UNIFORMS	FIRE DEPT EMBROIDERY	203009	28.00
01-09349	HOWES OIL CO						
		I-344145	621-44600-42610	GAS & OIL	UNLEADED GAS	202989	1,126.62
01-09800	TELEFLEX LLC						
		I-9508646141	621-44600-42600	SUPPLIES	STABILIZER	203080	109.50
01-09962	QUICK MED CLAIMS						
		I-INV37087	621-44600-42250	CONTRACT-QMC	JUN 2024 MONTHLY CHARGES	203055	2,382.46
01-10414	MIDWAY SERVICE dba VOLL						
		I-68026	621-44600-42610	GAS & OIL	OFF ROAD FUEL	203021	16.13

DEPARTMENT 4600 EMS TOTAL: 6,270.20

FUND 621 EMERGENCY MEDICAL SERVICETOTAL: 6,755.96

PACKET : 06979 06980 06981 06982
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	SPN & ASSOCIATES					
		I-2024-26 P.E. #1	724-45000-42900	PROJECT CONST 2024-26 P.E. #1	203071	995.63
01-08307	TOP GRADE CONCRETE					
		I-2023-4 P.E. #7	724-45000-42900	PROJECT CONST 2023-4 P.E. #7	203088	1,064.00
				DEPARTMENT 5000 STREET CONST	TOTAL:	2,059.63
				FUND 724 STREET CONSTRUCTION	TOTAL:	2,059.63
					REPORT GRAND TOTAL:	1,321,714.49

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2024-2025	101-41110-42300	LEGAL PUBLICATIONS	33.38	13,000	6,283.65				
	101-41110-42600	SUPPLIES & MATERIALS	44.25	725	263.36				
	101-41210-42600	SUPPLIES & MATERIALS	30.32	1,250	1,129.24				
	101-41210-43300	VETERAN'S PARK	89.00	0	6,619.61-	Y			
	101-41220-42600	SUPPLIES & MATERIALS	88.03	500	219.24				
	101-41220-42700	TRAVEL, CONF, DUES	52.00	5,500	3,096.99				
	101-41300-42900	ELECTION	21,367.92	9,000	12,400.21-	Y			
	101-41410-42200	PROFESSIONAL SERVICES	110.00	10,000	7,447.00				
	101-41420-42600	SUPPLIES & MATERIALS	123.40	3,000	780.84				
	101-41420-42650	UNIFORMS	20.00	1,500	333.74				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	1,764.00	35,115	11,072.02				
	101-41440-42600	SUPPLIES & MATERIALS	28.03	1,500	1,066.84				
	101-41920-42520	REPAIR-CITY HALL	66.84	3,100	3,914.95-	Y			
	101-41920-42620	SUPPLIES-CITY HALL	16.99	2,000	1,432.97				
	101-41920-43410	REPAIRS-CITY HALL	351.10	0	351.10-	Y			
	101-41935-42250	MANAGED PRINT SERVICES	4,935.93	50,000	16,781.58				
	101-41935-42615	POSTAGE	351.25	7,000	3,257.06				
	101-41935-42640	COPY MACHINE SUPPLIES	174.48	2,600	727.36				
	101-41935-42645	COMPUTER HARDWARE	269.70	73,680	43,084.02				
	101-41935-42920	COMPUTER SOFTWARE	910.00	121,015	16,860.57				
	101-41935-43510	COMPUTER HARDWARE	13,399.56	41,000	20,982.44				
	101-42110-42200	PROFESSIONAL SERVICES	363.70	29,581	22,254.89				
	101-42110-42500	REPAIR & MAINTENANCE	9,912.96	13,700	7,487.68-	Y			
	101-42110-42600	SUPPLIES	529.50	35,055	21,370.85				
	101-42110-42610	GAS OIL TIRES	4,048.53	60,000	31,371.40				
	101-42110-42640	UNIFORM ALLOWANCE	182.94	7,000	5,549.61				
	101-42110-42700	TRAVEL, CONF & DUES	340.00	10,000	4,746.48				
	101-42110-42800	TELEPHONE	1,061.65	16,000	7,909.88				
	101-42110-42940	EMERGENCY RESPONSE UNIT	139.20	1,500	714.80				
	101-42110-42980	VEHICLE TOWING	185.00	5,500	4,060.00				
	101-42130-42520	EMERGENCY SIREN UTILITIES	154.80	2,700	961.19				
	101-42130-42530	TRAFFIC LIGHTS MAINT	274.97	12,500	6,762.58				
	101-42130-42535	LIGHT MAINTENANCE	585.44	27,500	22,647.35				
	101-42130-42545	PAINT	1,041.20	17,000	3,653.74				
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	40,484.20	0	89,273.03-	Y			
	101-42130-42600	SUPPLIES	11.44	3,300	52.36				
	101-42130-42610	GAS, OIL, TIRES	366.55	5,000	1,552.12				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	1,598.95	38,000	17,296.70				
	101-42130-42835	UTILITIES-STREET LIGHTS	1,018.32	253,000	112,033.64				
	101-42200-42500	REPAIR & MAINTENANCE	7,316.51	16,050	621.47-	Y			
	101-42200-42600	SUPPLIES	504.57	15,650	7,758.68				
	101-42200-42610	GAS & OIL	955.98	7,800	2,838.34				
	101-42200-42640	UNIFORMS	108.00	6,200	2,827.16				
	101-42200-42700	TRAVEL, CONF & DUES	447.63	14,225	5,777.20				
	101-42200-42810	UTILITIES	3,246.36	46,000	19,096.69				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-42200-43400	MACHINERY AND EQUIPMENT	1,350.00	95,361	2,700.39				
	101-43100-42500	REPAIRS	873.70	16,000	26,866.18-	Y			
	101-43100-42600	SUPPLIES	12,506.75	140,000	39,283.47				
	101-43100-42610	GAS	7,267.58	105,000	57,959.12				
	101-43100-42620	ASPHALT MIX	2,526.30	80,000	67,682.10				
	101-43110-42200	PROFESSIONAL SERVICES	759.00	78,100	20,043.77				
	101-43110-42500	REPAIRS	1,044.71	700	2,057.61-	Y			
	101-43110-42600	SUPPLIES	392.48	4,000	2,165.62				
	101-43110-42610	GAS	1,046.45	6,000	1,146.62				
	101-43110-42750	PLANNING COMMISSION EXPENS	47.94	1,000	467.66				
	101-43110-42916	NUISANCE ABATEMENT	3,250.00	15,000	7,552.83				
	101-43120-42520	HAZARDOUS SIDEWALK REPAIR	15,395.24	25,000	6,888.51				
	101-43120-42521	SIDEWALK CONSTRUCT	7,647.00	75,000	56,782.00				
	101-43120-42526	BRIDGE INSPECT/ENGIN/REPAI	811.63	1,000	396.31-	Y			
	101-43120-43300	STREET OVERLAY MAINT	74,066.52	1,905,075	1,604,044.97				
	101-43120-43313	SPRUCE ST RR CROSSING	431,215.22	1,005,597	243,366.91				
	101-43150-42200	PROF FEES/SERVICES	600.00	25,538	15,910.50				
	101-43150-42600	SUPPLIES & MATERIALS	239.55	7,000	3,754.29-	Y			
	101-43150-42800	UTILITIES	28.21	300	23.31				
	101-43150-43307	3RD & MAIN	37,603.44	177,378	9,761.34				
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	2,443.81	288,324	283,842.14				
	101-43700-42500	REPAIR & MAINTENANCE	1,835.03	5,500	295.95-	Y			
	101-43700-42600	SUPPLIES & MATERIALS	1,105.02	16,000	6,423.51				
	101-43700-42603	WEED EATERS SUPPLIES	1,069.83	1,500	205.75-	Y			
	101-43700-42800	UTILITIES	401.03	5,000	2,313.78				
	101-44120-42610	GAS OIL TIRES	58.47	2,200	2,095.02				
	101-44120-42800	UTILITIES-POUND	121.92	3,400	2,037.98				
	101-45500-42600	SUPPLIES & MATERIALS	356.45	11,000	4,050.15				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	134.22	21,650	10,409.22				
	101-45500-43420	BOOKS	2,252.35	47,000	26,657.36				
	101-45500-43421	AUDIO-VISUAL	461.11	4,000	2,023.56				
	101-46500-42900	MITCHELL AREA DEVELOPMENT	41,750.00	167,000	41,750.00				
	101-46500-42911	REGIONAL ECON DEVELOPMENT	6,250.00	25,000	6,250.00				
	101-46500-42918	MITCHELL MAIN ST & BEYOND	10,000.00	40,000	10,000.00				
	201-45110-42250	PROGRAMMING SERVICES	205.00	14,000	9,249.11				
	201-45110-42550	REPAIR & MAINT-AQUATICS	480.13	9,000	6,722.43				
	201-45110-42600	SUPPLIES & MATERIALS	68.56	9,000	4,483.35				
	201-45110-42601	CONCESSION SUPPLIES	3,072.70	24,000	3,102.53				
	201-45110-42602	POOL CHEMICALS	11,570.17	43,000	6,873.92				
	201-45110-42605	SUPPLIES & MAT-AQUATICS	343.15	5,500	1,114.28-	Y			
	201-45140-42500	REPAIR & MAINTENANCE	247.66	32,872	11,393.68				
	201-45140-42600	SUPPLIES & MATERIALS	1,050.13	30,815	13,588.21				
	201-45160-42500	REPAIR & MAINTENANCE	3,824.29	52,000	19,568.51				
	201-45160-42600	SUPPLIES & MATERIALS	3,541.19	55,147	34,452.03				
	201-45160-42602	CHEMICALS	714.60	20,500	6,701.70				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	201-45160-42610	GAS & FUEL	2,147.32	13,500	5,302.50				
	201-45160-42650	UNIFORMS	210.00	1,400	991.04				
	201-45160-42800	UTILITIES	2,127.60	150,220	68,272.83				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	5,089.25	480,099	379,390.64				
	201-45165-42610	COST OF GOODS SOLD	927.20	30,000	5,245.68				
	201-45165-42660	MINOR EQUIPMENT	457.60	500	42.40				
	201-45210-42500	REPAIR & MAINTENANCE	300.76	41,150	17,019.43				
	201-45210-42600	SUPPLIES & MATERIALS	637.70	64,600	10,582.79				
	201-45210-42610	GAS & FUEL	134.70	33,000	17,445.15				
	201-45210-42700	TRAVEL, CONF. & DUES	250.00	1,800	1,260.62				
	201-45210-42800	UTILITIES	329.08	60,000	44,429.69				
	201-45210-42902	FIREWORKS CLEANUP	750.00	750	0.00				
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	3,166.38	449,717	446,550.62				
	201-45220-42600	SUPPLIES & MATERIALS	57.38	900	281.31				
	202-45650-42320	ADVERTISING/PRINTING	2,068.90	24,000	13,249.11				
	202-45650-42600	SUPPLIES & MATERIALS	1,860.51	53,490	25,341.78				
	202-45650-42610	COST OF GOODS SOLD	10,772.05	182,000	40,853.35				
	202-45650-42620	GAS & FUEL	520.24	1,500	250.13				
	202-45650-42650	UNIFORMS	69.95	1,500	1,430.05				
	202-45650-42660	SHIPPING/POSTAGE	10.20	3,000	2,686.66				
	202-45650-42700	TRAVEL, CONFERENCE, DUES	109.62	750	32.81				
	202-45650-42900	TICKETING FEES	498.55	5,760	1,107.54				
	202-45650-42907	PRE-STURGIS PARTY	1,459.00	30,000	14,702.10				
	203-45220-42200	PROFESSIONAL SERVICES	511.25	0	11,688.67-	Y			
	203-45220-43300	LAKE IMPROVEMENTS	12,456.90	6,000,000	6,029,547.15				
	209-46530-42920	SPORTS AUTHORITY PROMO	5,000.00	100,000	43,550.00				
	211-46311-42963	COMMUNITY PROJECTS	2,400.00	505,123	498,823.84				
	213-46311-42900	PROJECT IMPROVEMENTS	500.00	30,000	28,280.00				
	214-43500-42200	PROFESSIONAL SERVICES	14.03	3,700	3,592.95				
	214-43500-42600	SUPPLIES & MATERIALS	28.80	920	392.91				
	214-43500-42650	UNIFORMS	38.16	1,030	761.84				
	214-43500-42800	UTILITIES - TELEPHONE	46.15	3,154	1,940.47				
	218-45150-42320	ADVERTISING	150.00	900	416.68				
	218-45150-42500	REPAIR AND MAINTENANCE	1,461.23	8,500	2,962.49				
	218-45150-42610	GAS OIL TIRES	7,858.92	81,000	29,406.57				
	218-45150-42800	UTILITIES	35.58	1,553	144.25				
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	345.74	48,472	429.80				
	218-45180-42600	SUPPLIES & MATERIALS	426.88	3,000	1,056.58-	Y			
	218-45180-42800	UTILITIES	17.06	28,464	14,309.18				
	219-45140-42500	REPAIR & MAINTENANCE	7.93	150	131.73-	Y			
	219-45140-42600	SUPPLIES & MATERIALS	97.38	1,600	892.76				
	219-45140-42605	MEAL SUPPLIES	271.28	4,000	3,574.58				
	219-45140-42610	GAS, OIL, TIRES	252.08	2,500	1,428.90				
	219-45140-42800	UTILITIES	17.07	405	301.88				
	219-45140-42911	CONTRACT SERVICES-MEALS	11,666.02	188,431	72,250.16				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	230-43500-42500	REPAIR & MAINTENANCE	90.17	10,000	295.85-	Y			
	230-43500-42600	SUPPLIES & MATERIALS	247.64	8,500	6,192.31				
	230-43500-43320	AIP-RECONSTRUCT RUNWAY	11,158.89	118,194	58,679.94				
	602-381369	REFUNDS AND REI*NON-EXPENS	50.00	0	2,323.71				
	602-43330-42550	LAB FEES	798.00	22,600	19,700.00				
	602-43330-42600	SUPPLIES & MATERIALS	103.58	17,500	12,532.42				
	602-43330-42610	GAS & FUEL	380.28	3,000	1,157.57				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	50.00	32,000	15,862.50				
	602-43330-42700	TRAVEL, CONF. & DUES	1,265.00	1,000	265.00-	Y			
	602-43330-42800	UTILITIES	29.81	180,000	147,947.60				
	602-43330-42920	CONSUMER CONFIDENCE REPORT	2,755.09	6,000	3,049.91				
	602-43340-42200	LOCATES	134.40	2,000	1,403.59				
	602-43340-42225	PROFESSIONAL SERVICES	1,167.50	125,000	163,465.70-	Y			
	602-43340-42510	WATER PROJ SIDEWALK/C&G RE	931.00	6,000	5,069.00				
	602-43340-42600	SUPPLIES & MATERIALS	3,732.26	125,300	62,817.47				
	602-43340-42610	GAS & FUEL	1,801.50	14,000	5,765.68				
	602-43340-42650	UNIFORMS	114.98	1,250	591.19				
	602-43340-42660	POSTAGE	844.71	10,000	3,879.47				
	602-43340-42700	TRAVEL, CONF & DUES	155.00	3,500	2,445.06				
	602-43340-42800	UTILITIES	420.36	11,000	8,319.36				
	602-43340-42910	BILLING OFFICE	378.20	10,700	7,495.38				
	602-43340-43326	LIVESAY UTILITIES	168.54	0	168.54-	Y			
	602-43340-43331	12TH-13TH LOOP-EAST OF CAP	9,761.75	730,415	56,507.58				
	602-43340-43332	WEST HARMON DRIVE LOOPING	2,300.35	504,126	91,060.07				
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	55,395.97	1,499,685	1,432,471.53				
	602-43340-43334	3RD & MAIN	21,487.68	114,233	18,452.04				
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	5,426.27	250,000	244,573.73				
	602-43340-43355	ABOVE GROUND STORAGE	26,599.04	8,515,013	4,806,379.67				
	604-43200-42600	SUPPLIES	624.70	21,650	2,604.69-	Y			
	604-43200-42610	GAS & FUEL	908.84	10,000	5,283.70				
	604-43200-42660	POSTAGE	844.71	9,000	2,853.00				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	35,816.78	29,829,861	28,794,125.96				
	604-43210-42550	LABORATORY FEES & SERVICES	1,014.00	5,000	2,555.45				
	604-43250-42200	PROFESSIONAL SERVICES	3,370.87	165,000	95,778.89				
	604-43250-42500	REPAIRS	2,025.71	22,000	2,044.70				
	604-43250-42600	SUPPLIES	2,614.91	50,000	24,666.67				
	604-43250-42610	GAS	331.17	6,000	3,741.60				
	604-43250-42800	UTILITIES	4,108.16	51,000	27,964.09				
	604-43250-42910	BILLING OFFICE	378.20	8,000	4,795.36				
	604-43250-43336	LIVESAY UTILITIES	1,601.10	168,624	162,670.40				
	604-43250-43346	3RD & MAIN	16,115.76	0	71,835.72-	Y			
	604-43250-43348	HIGHWAY 37 UTILITIES	29,484.98	1,595,000	1,556,854.77				
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	4,106.64	2,187,569	2,146,881.99				
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	350.00	1,373,000	1,348,628.25				
	612-43220-42200	CONTRACT-MILLENNIUM	254.15	35,000	30,064.35				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	612-43220-42500	REPAIR & MAINTENANCE	175.00	5,000	3,327.04-	Y			
	612-43220-42650	UNIFORMS	166.95	750	583.05				
	612-43220-42800	UTILITIES	114.49	5,000	2,593.99				
	612-43230-42600	SUPPLIES	671.07	40,000	34,514.06				
	612-43230-42610	GAS & OIL	4,660.74	50,000	22,006.86				
	612-43230-42660	POSTAGE	844.72	8,000	1,893.03				
	612-43230-42910	BILLING OFFICE	378.20	8,000	4,795.37				
	612-43230-42950	MECHANIC SALARY REIMBURSEM	92,610.00	92,610	0.00				
	612-43240-42500	REPAIR AND MAINTENANCE	3,783.86	32,000	22,790.72				
	612-43240-42600	SUPPLIES	1,417.18	55,000	31,029.82				
	612-43240-42610	GAS & OIL	6,788.86	110,000	63,791.05				
	612-43240-42800	UTILITIES	1,715.90	12,000	4,252.83				
	614-45250-42200	GOLF PRO CONTRACT	9,689.30	66,525	5,324.16				
	614-45250-42300	PUBLISHING	129.99	2,000	829.75				
	614-45250-42500	REPAIR & MAINTENANCE	164.50	10,000	2,963.35				
	614-45250-42600	SUPPLIES & MATERIALS	247.83	25,400	1,477.03				
	614-45250-42602	CHEMICALS	2,743.50	25,000	4,497.74				
	614-45250-42800	UTILITIES	908.62	20,000	12,414.22				
	619-45220-42600	SUPPLIES	61.47	2,200	1,437.44				
	619-45220-43400	EQUIPMENT	45,238.50	53,000	7,761.50				
	621-369	REFUNDS & REIMB*NON-EXPENS	485.76	0	3,273.79-				
	621-44600-42250	CONTRACT-QMC	2,382.46	54,000	22,041.44				
	621-44600-42500	REPAIRS & MAINTENANCE	35.00	1,500	847.27				
	621-44600-42530	REPAIR & MAINT-VEHICLE	7.93	6,000	1,912.58				
	621-44600-42600	SUPPLIES	2,674.06	23,500	9,236.88				
	621-44600-42610	GAS & OIL	1,142.75	13,000	5,933.30				
	621-44600-42640	UNIFORMS	28.00	4,500	693.64				
	724-45000-42900	PROJECT CONSTRUCTION	2,059.63	0	11,452.13-	Y			
	** 2024-2025 YEAR TOTALS **		1,321,714.49						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	77.63
101-1210	MAYOR'S OFFICE	119.32
101-1220	CITY ADMINISTRATOR	140.03
101-1300	ELECTION	21,367.92
101-1410	ATTORNEY'S OFFICE	110.00
101-1420	FINANCE	143.40
101-1440	HUMAN RESOURCES	1,792.03

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1920	MUNICIPAL BUILDINGS	434.93
101-1935	INFORMATION TECHNOLOGY	20,040.92
101-2110	POLICE DEPARTMENT	16,763.48
101-2130	TRAFFIC DEPARTMENT	45,535.87
101-2200	FIRE DEPARTMENT	13,929.05
101-3100	STREET DEPARTMENT	23,174.33
101-3110	PUBLIC WORKS ADMIN	6,540.58
101-3120	STREET & SIDEWALK CONST	529,135.61
101-3150	STORM DRAINAGE	40,915.01
101-3700	CEMETERY	4,410.91
101-4120	ANIMAL CONTROL	180.39
101-5500	LIBRARY	3,204.13
101-6500	ECONOMIC DEVELOPMENT	58,000.00
101 TOTAL	GENERAL	786,015.54
201-5110	RECREATION & AQUATICS	15,739.71
201-5140	RECREATION CENTER	1,297.79
201-5160	SPORTS COMPLEXES	17,654.25
201-5165	CADWELL CONCESSIONS	1,384.80
201-5210	PARKS	5,568.62
201-5220	SUPERVISION	57.38
201 TOTAL	PARK FUND	41,702.55
202-5650	CORN PALACE	17,369.02
202 TOTAL	CORN PALACE FUND	17,369.02
203-5220	LAKE	12,968.15
203 TOTAL	LAKE MITCHELL	12,968.15
209-6530	** INVALID DEPT **	5,000.00
209 TOTAL	BUSINESS IMPROV DIST #4	5,000.00
211-6311	ENTERTAINMENT TAX	2,400.00
211 TOTAL	ENTERTAINMENT TAX	2,400.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
213-6311	BUSINESS IMPROV DIST #3	500.00
213 TOTAL	BUSINESS IMPROV DIST #3	500.00
214-3500	E-911	127.14
214 TOTAL	E-911 EMERGENCY	127.14
218-5150	PALACE TRANSIT	9,851.47
218-5180	JVCC	443.94
218 TOTAL	COMMUNITY SERVICES	10,295.41
219-5140	NUTRITION	12,311.76
219 TOTAL	NUTRITION	12,311.76
230-3500	AIRPORT	11,496.70
230 TOTAL	AIRPORT	11,496.70
602	NON-DEPARTMENTAL	50.00
602-3330	WATER TREATMENT PLANT	5,381.76
602-3340	WATER DISTRIBUTION	130,819.51
602 TOTAL	WATER	136,251.27
604-3200	WASTE WATER TREATMENT	38,195.03
604-3210	WASTE WATER IND PRETREAT	1,014.00
604-3250	WASTE WATER COLLECTION	64,487.50
604 TOTAL	SEWER	103,696.53
612-3220	RECYCLING PROGRAM	710.59
612-3230	WASTE COLLECTION	99,164.73
612-3240	LANDFILL	13,705.80
612 TOTAL	SANITATION	113,581.12

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
614-5250	GOLF COURSE	13,883.74
614 TOTAL	GOLF COURSE	13,883.74
619-5220	CAMPGROUND	45,299.97
619 TOTAL	CAMPGROUND	45,299.97
621	NON-DEPARTMENTAL	485.76
621-4600	EMS	6,270.20
621 TOTAL	EMERGENCY MEDICAL SERVICE	6,755.96
724-5000	STREET CONST	2,059.63
724 TOTAL	STREET CONSTRUCTION	2,059.63
	** TOTAL **	1,321,714.49

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	ADS	Marketing/Ads/Promotion	150.00
	MAINT	Maintenance/Repairs	1,461.23
	OFFUT	Office Utilities	35.58
	SHAH	Tablet/Radio Contract	345.74
		** PROJECT E01 TOTAL **	1,992.55
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	1,380.43
	42600	SUPPLIES/MAINTENANCE	32.47
		** PROJECT H01 TOTAL **	1,412.90
H04 BASEBALL	42500	REPAIR/MAINTENANCE	280.29
	42600	SUPPLIES/MATERIALS	945.94
	42602	CHEMICALS	714.60
		** PROJECT H04 TOTAL **	1,940.83

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	372.98
	42600	SUPPLIES/MATERIALS	2,509.52
		** PROJECT H05 TOTAL **	2,882.50
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	49.00
	42800	UTILITIES	515.27
		** PROJECT H06 TOTAL **	564.27
H07 PEPSI COMPLEX	42500	REPAIR/MAINTENANCE	1,418.59
	42600	SUPPLIES/MATERIALS	4.26
		** PROJECT H07 TOTAL **	1,422.85
H12 DOG PARK	42500	REPAIR/MAINTENANCE	372.00
		** PROJECT H12 TOTAL **	372.00
H13 ARENA-SOUTH RINK	42800	UTILITIES	10.00
		** PROJECT H13 TOTAL **	10.00
H15 LAK MITCHELL PUMP CADWELL	42800	UTILITIES	1,602.33
		** PROJECT H15 TOTAL **	1,602.33
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	300.76
		** PROJECT H50 TOTAL **	300.76
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	175.70
		** PROJECT H51 TOTAL **	175.70
H55 DRY RUN CREEK PARK	42800	UTILITIES	90.97
		** PROJECT H55 TOTAL **	90.97
H65 AMPHITHEATER	42800	UTILITIES	50.05
		** PROJECT H65 TOTAL **	50.05
H67 DAY CAMP	42600	SUPPLIES/MATERIALS	360.00
		** PROJECT H67 TOTAL **	360.00
H77 SPORTSMANS CLUB	42800	UTILITIES	71.99
		** PROJECT H77 TOTAL **	71.99
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	12.34
		** PROJECT H79 TOTAL **	12.34

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H85 LAKE MITCHELL WATER	42600	SUPPLIES-MAINTENANCE	102.00
		** PROJECT H85 TOTAL **	102.00
H87 PATTON YOUNG	42800	UTILITIES	103.73
		** PROJECT H87 TOTAL **	103.73
J02 INDOOR AQUATIC CTR	RM-EQUIP	REPAIR/MAINT-EQUIPMENT	63.99
		** PROJECT J02 TOTAL **	63.99
J06 REC CTR-GENERAL BLDG	RM-PLUMB	REPAIR/MAINT-PLUMBING	183.67
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	404.91
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	579.15
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	23.91
		** PROJECT J06 TOTAL **	1,191.64
J50 OUTDOOR AQUATIC CENTER	CHEM	CHEMICALS	11,570.17
	CONCESS	CONCESSIONS	3,072.70
	RM-ELEC	REPAIR/MAINT-ELECTRICAL	96.27
	RM-HVAC	REPAIR-MAINT-HVAC	383.86
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	33.75
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	270.66
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	38.74
		** PROJECT J50 TOTAL **	15,466.15
J51 P&A YOUTH PROGRAMS	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	38.74
	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	29.82
		** PROJECT J51 TOTAL **	68.56
W07 CORN PALACE FESTIVAL-2020	42320	ADVERTISING/PRINTING	2,068.90
	42600	SUPPLIES	166.99
	42900	TICKETING FEES	498.55
		** PROJECT W07 TOTAL **	2,734.44
X04 DECORATING	42600	SUPPLIES	61.96
		** PROJECT X04 TOTAL **	61.96

1 ERROR

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	August 5, 2024	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Nathan Weber-Variance Permit		
Explanation/Background of Agenda Item Requested:	Nathan Weber has applied for a Variance Permit for a for rear yard setback of 11' vs 25' and accessory building of 4,224 square feet vs 2,000 square feet. This is located 25154 407th Ave, legally described as W 175' of Lot 4, Black Eagle First Addition in the SW 1/4 of Section 8, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The property is zoned R4 High Density Residential District. Planning Commission motioned to recommend approval; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 07-22-24.		

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

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

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

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

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

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

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

- Description of Variance: Rear yard setback of 11' vs 25' and accessory building of 4,224 square feet vs 2,000 square feet
- Description of Hardship: Allow for sufficient space in the front to pull campers and vehicles into the shed.

☐ **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:

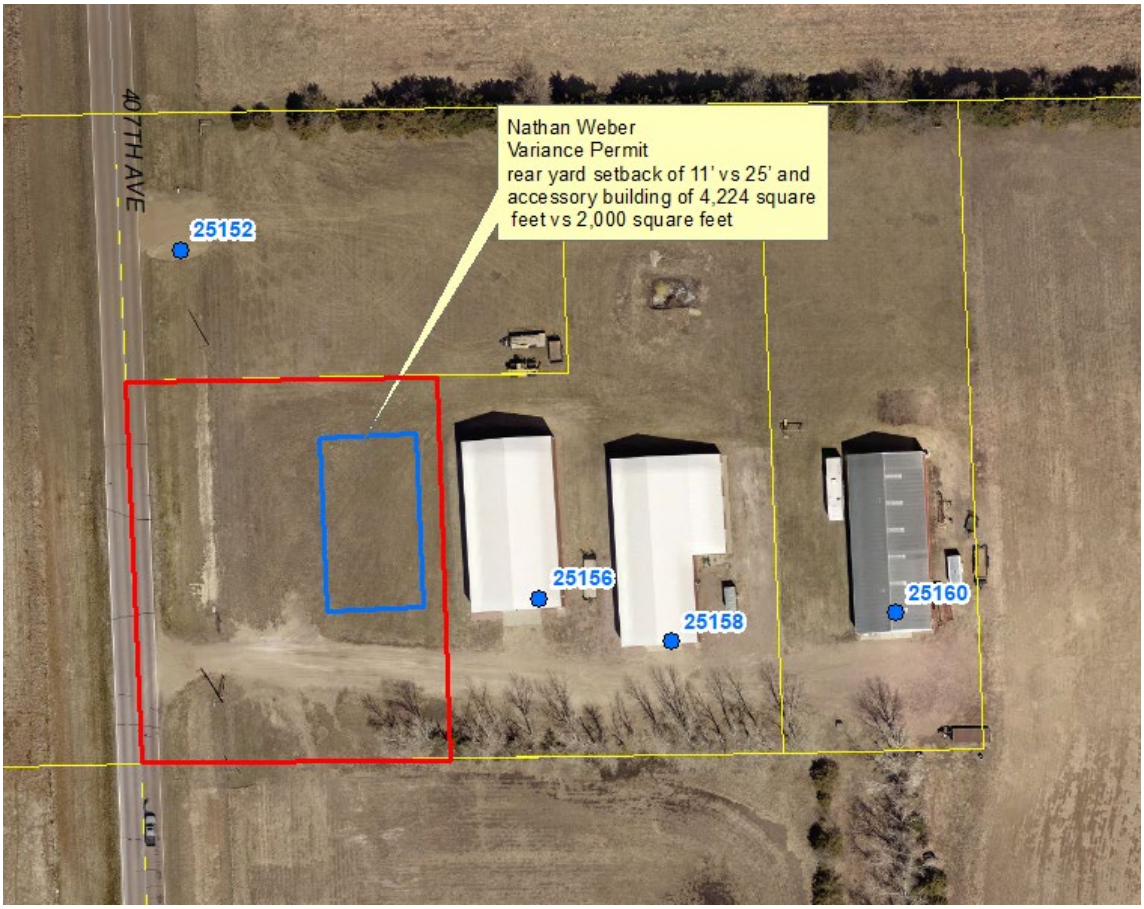
Legal Description: **W 175' of Lot 4, Black Eagle First Addition, Davison County, South Dakota**

Property Address: **25154 407th Ave, Mitchell, SD 57301**

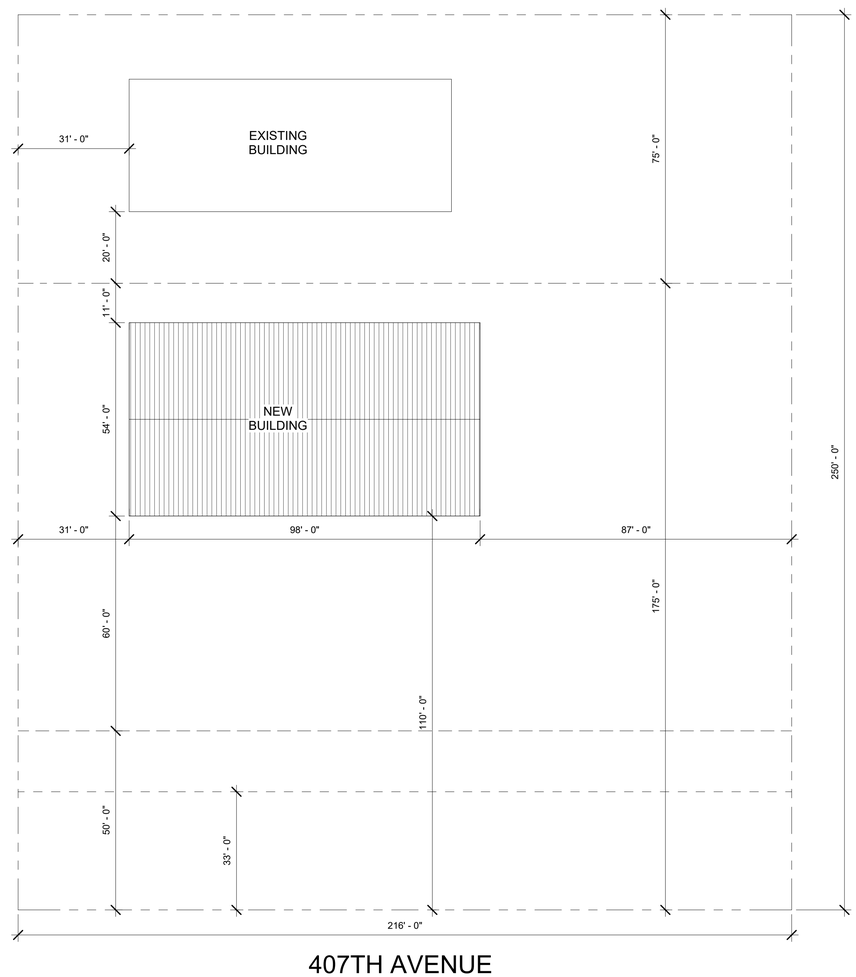
Dated this 1st of July , 2024.

Nathan Weber
APPLICANT

Nathan Weber
OWNER


Nathan Weber
Variance Permit
rear yard setback of 11' vs 25' and accessory building of 4,224 square feet vs 2,000 square feet
407TH AVE
25152
25156
25158
25160

06083-10360-001-00
25160 407TH AVE
06083-10360-002-00
25158 407TH AVE
25156 407TH AVE
06083-10360-003-00
06083-10360-004-00
25152 407TH AVE
407 AVE



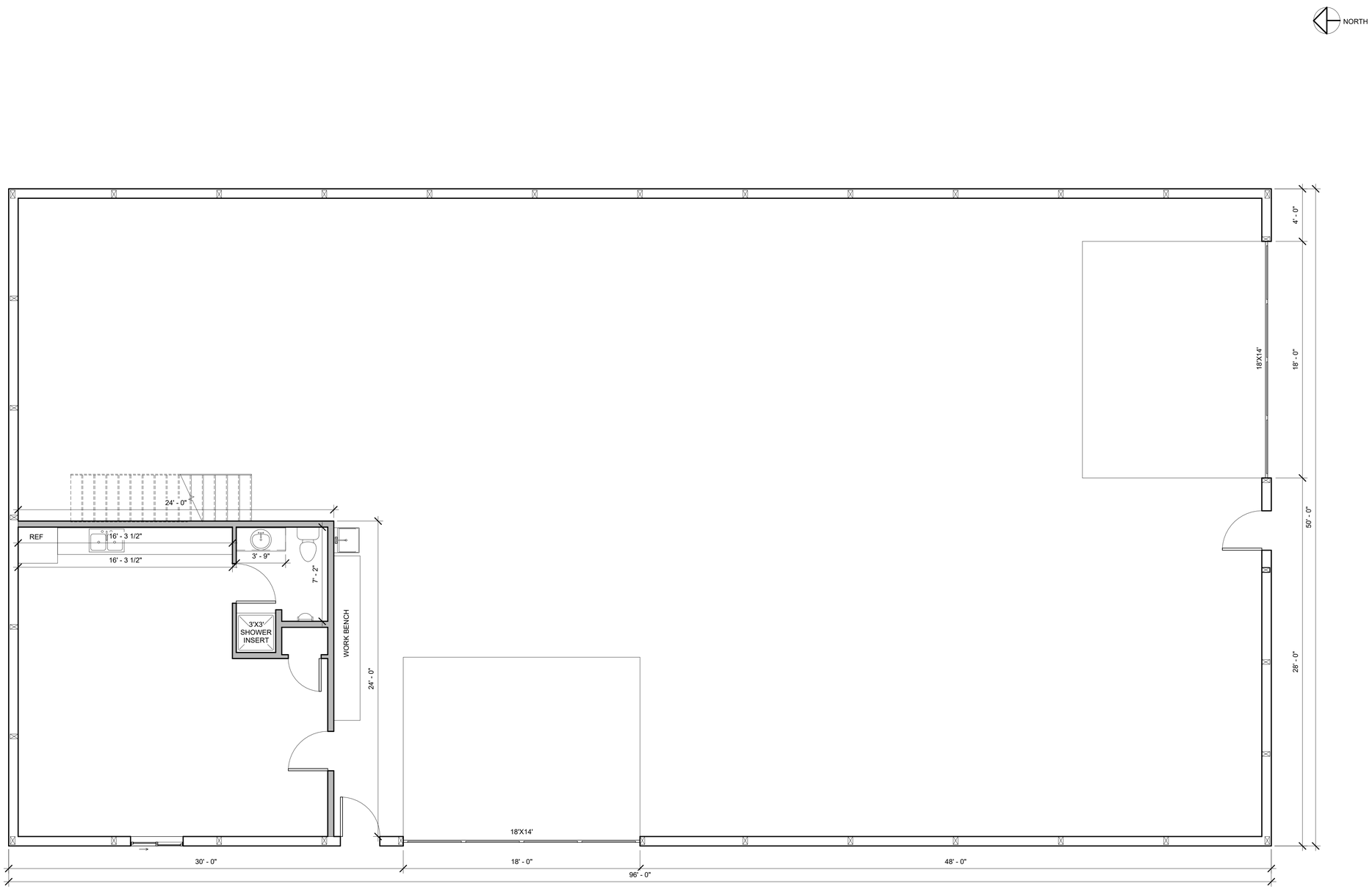
Nathan Weber

Date Revised:	June 24, 2024
Sheet Name:	Site Plan
Wall Height:	18'
Truss Depth:	-
Drawn By:	Ashley Gunnare

PO Box 167 117 West Ash Street
Ethan, SD 57334

Office: (605) 227-4224
Fax: (605) 227-4223
www.ethanlocoplumber.com

Square Footage for House:	-
Perimeter for House:	-
Square Footage for Garage:	-
Perimeter for Garage:	-
	C1
Scale:	1" = 20'-0"



Nathan Weber

Date Revised:	June 24, 2024
Sheet Name:	First Floor Plan
Wall Height:	18'
Truss Depth:	-
Drawn By:	Ashley Gunnare

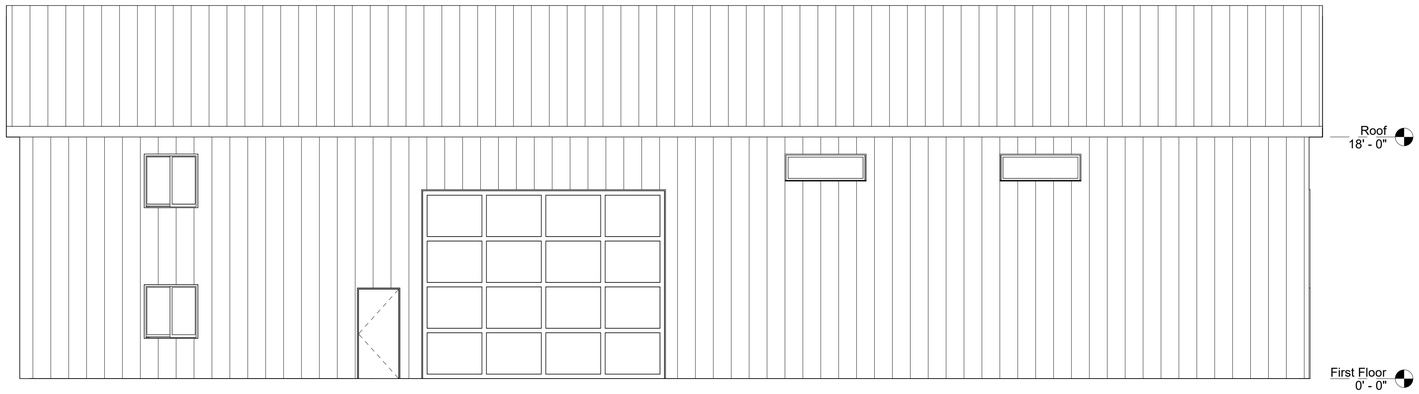
PO Box 167 117 West Ash Street
Ethan, SD 57334

Office: (605) 227-4224
Fax: (605) 227-4225
www.ethancooplumber.com

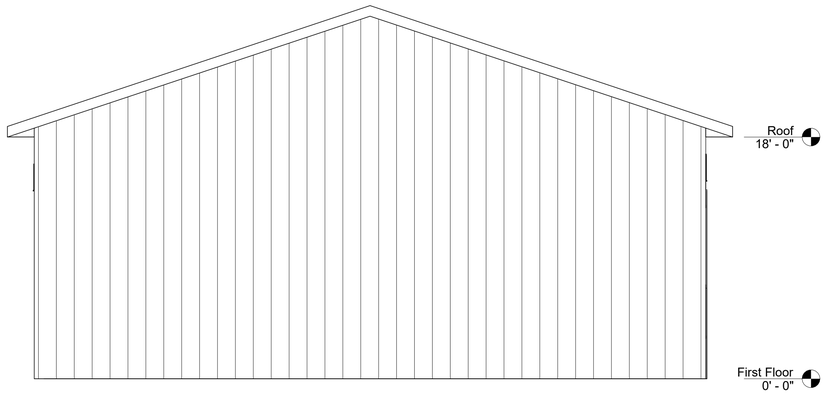
Square Footage for House:	-
Perimeter for House:	-
Square Footage for Garage:	-
Perimeter for Garage:	-

A1

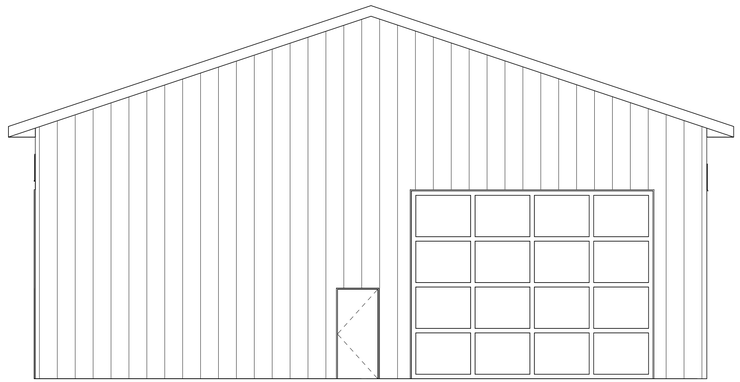
Scale: 1/4" = 1'-0"



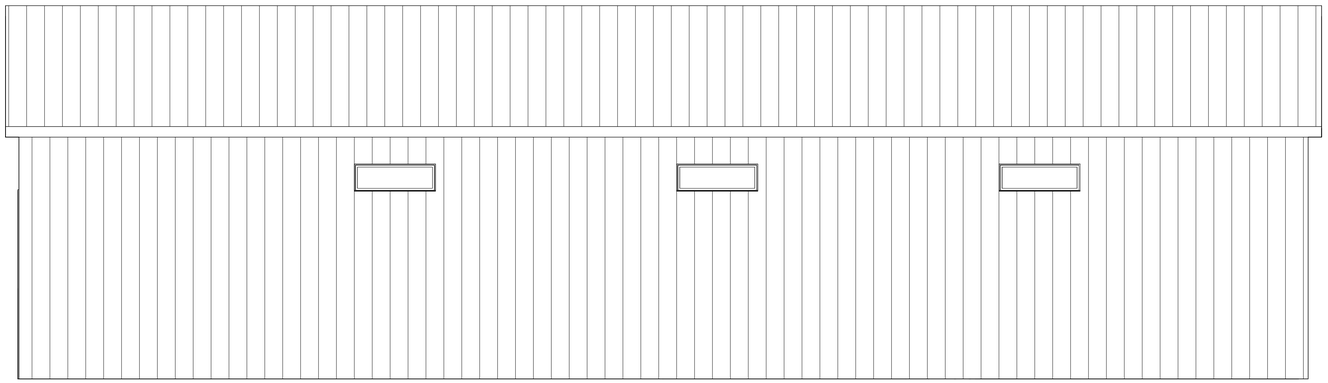
1 Front
3/16" = 1'-0"



2 Side 1
3/16" = 1'-0"



3 Side 2
3/16" = 1'-0"



4 Back
3/16" = 1'-0"

Nathan Weber

Date Revised:	June 24, 2024
Sheet Name:	Elevations
Wall Height:	18'
Truss Depth:	-
Drawn By:	Ashley Gunnare

PO Box 167 117 West Ash Street
Ethan, SD 57334

Office: (605) 227-4224
Fax: (605) 227-4223
www.ethancooplumber.com

Square Footage for House:	-
Perimeter for House:	-
Square Footage for Garage:	-
Perimeter for Garage:	-

A3

Scale: 3/16" = 1'-0"

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 Nathan Weber has applied for a Variance Permit for a for rear yard setback of 11' vs 25' and accessory building of 4,224 square feet vs 2,000 square feet. This is located 25154 407th Ave, legally described as W 175' of Lot 4, Black Eagle First Addition in the SW 1/4 of Section 8, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota. The property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, July 22, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 5, 2024 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 3rd day of July, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 10th day of July, 2024
Approximate Cost:

Nathan Weber
520 Fairoaks Ave
Mitchell, SD 57301

David & Julianne Lachnit
25152 407th Ave
Mitchell, SD 57301

Quentin & Stephanie Flippin
23 Arrowhead Pass
Mitchell, SD 57301

Reginald & Debra Young
813 W Ash Ave
Mitchell, SD 57301

Keith Young Irrevocable Trust
307 E Enchanted Pines Dr
Rapid City, SD 57701

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:	August 5, 2024	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 08-19-24		
Explanation/Background of Agenda Item Requested:	Jaun'l Gibson has applied for a conditional use permit to operate a Family Residential Daycare; located at 505 S Davison St, legally described as Lots 43 & 44 Overlook Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.		

City of Mitchell
SOUTH DAKOTA

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: 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: **Lots 43 & 44 Overlook Addition, City of Mitchell, Davison County, South Dakota**

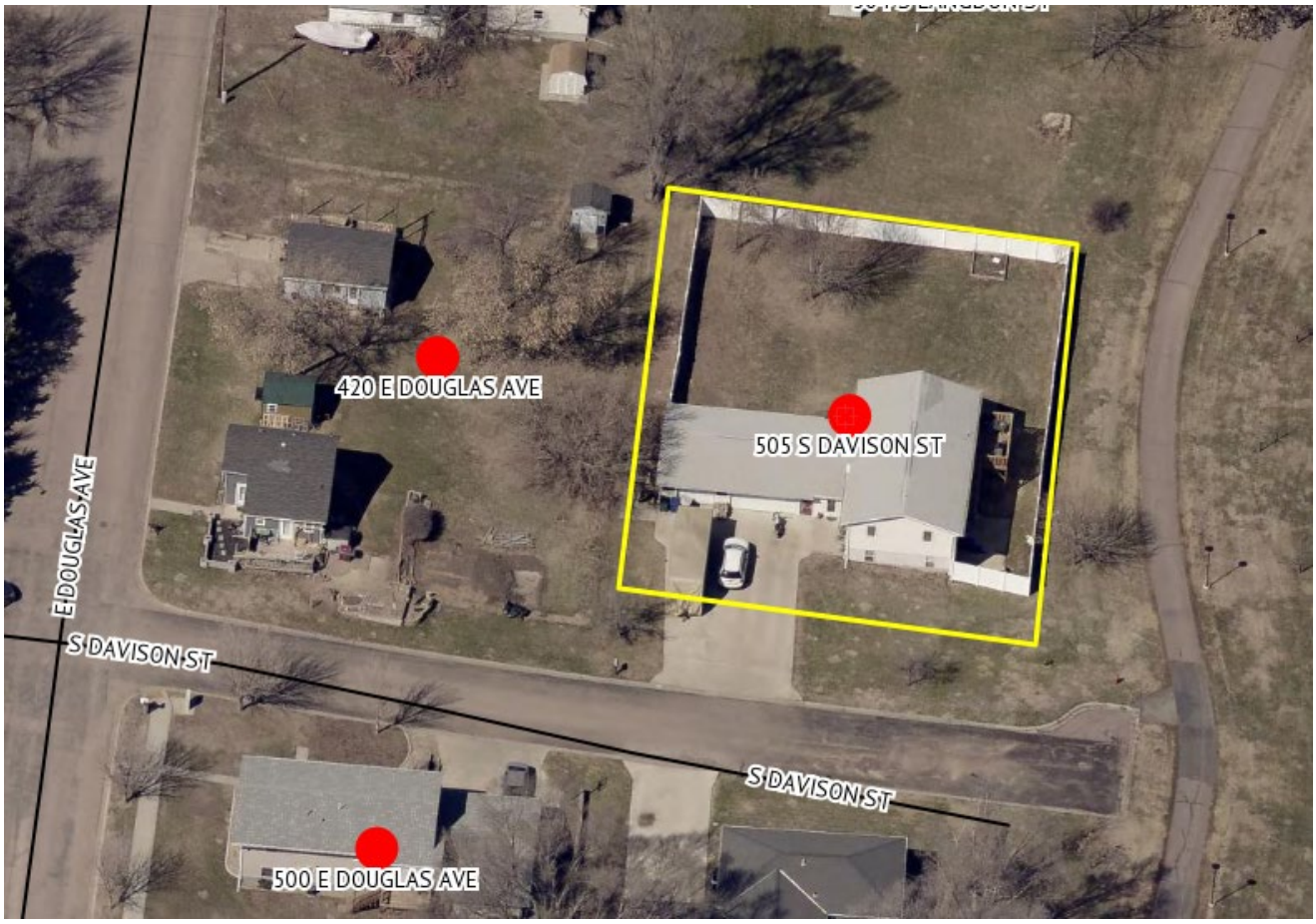
Property Address: **505 S Davison**

Dated this 3rd of July, 2024.

APPLICANT

Grace Reformed Church of Mitchell-Jaun'l & Sawyer Gibson (Purchase Agreement)
OWNER

Jaun'l Gibson
Conditional Use Permit
Family Residential Daycare
505
504
500
509
518
420
500
504
512
400
S DAVISON ST
S BURR ST
E DOUGLAS AVE
600
601
503
601
604
604
609
608
S LANGDON


420 E DOUGLAS AVE
505 S DAVISON ST
E DOUGLAS AVE
S DAVISON ST
S DAVISON ST
500 E DOUGLAS AVE

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	August 5, 2024	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 08-19-24		
Explanation/Background of Agenda Item Requested:	Schmitz Construction has applied for a variance permit for minimum lot width of 66' vs 100' and minimum lot area of 10,890 square feet vs 14,000 square feet; located at 821 N Mentzer, legally described as S ½ and E ½ of Lot 6, Block 3 Hammers Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.		

City of Mitchell
SOUTH DAKOTA

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 S District to Click or tap here to enter text. District.

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

- Description of Variance: Lot width of 66' vs 100' and lot area of 10,890 square feet vs 14,000 square feet.
- Description of Hardship: Tear down existing dwelling and build a 4-plex.

☐ **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: **S ½ and E ½ of Lot 6, Block 3 Hammers Addition, City of Mitchell, Davison County, South Dakota**

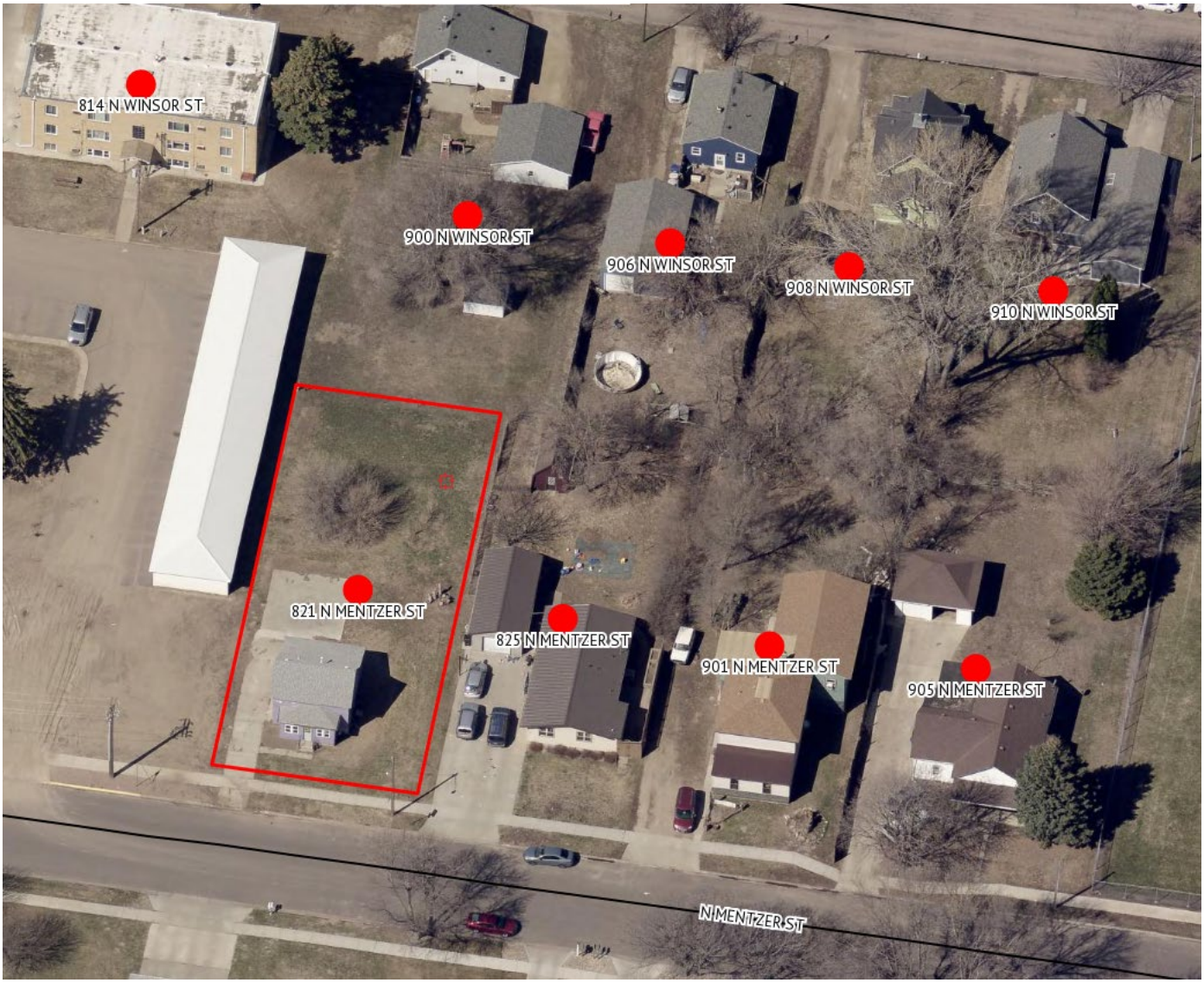
Property Address: **821 N Mentzer**

Dated this 22nd of July, 2024.

APPLICANT

Schmitz Construction
OWNER

Schmitz Construction
4 unit Apt Complex
Variance Permit
Lot width of 66' vs 100' and
lot area of 10,890 square feet
vs 14,000 square feet.
908
901
910
906
825
824
900
816
814
N WINSOR ST
N MENTZER ST


814 N WINSOR ST
900 N WINSOR ST
906 N WINSOR ST
908 N WINSOR ST
910 N WINSOR ST
821 N MENTZER ST
825 N MENTZER ST
901 N MENTZER ST
905 N MENTZER ST
N MENTZER ST

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:	August 5, 2024	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 08-19-24		
Explanation/Background of Agenda Item Requested:	Curtis & Sonna Betts have applied for a variance permit for a combination of attached and detached accessory buildings of 3,076 square feet vs 2,000 square feet to build a new attached accessory building of 1,476 square feet; located at 204 N Harmon, legally described as Lots 54, 54A, 55 & 55A of Sunset Point 2nd Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned RL Lake Residential District.		

City of Mitchell
SOUTH DAKOTA

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 S District to Click or tap here to enter text. District.

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

- Description of Variance: Combination of attached and detached accessory buildings of 3,076 square feet vs 2,000 square feet to build a new attached accessory building of 1,476 square feet.
- Description of Hardship: Converting existing attached garage to living space and would like to build a new 1,476 square foot garage big enough to house their RV.

☐ **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: **Lots 54, 54A, 55 & 55A of Sunset Point 2nd Addition, City of Mitchell, Davison County, South Dakota**

Property Address: **204 N Harmon Dr**

Dated this 24th of July , 2024.

Sonna Betts
APPLICANT

Curtis & Sonna Betts Family Living Trust
OWNER

Curtis & Sonna Betts
Variance Permit
Combination of attached and detached accessory buildings of 3,076 square feet vs 2,000 square feet to build a new attached accessory building of 1,476 square feet
214
210
190
N HARMON DR

204 N HARMON DR
210 N HARMON DR

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:	August 5, 2024	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 08-19-24		
Explanation/Background of Agenda Item Requested:	The City of Mitchell has applied for a variance permit for minimum lot width of 82.89' vs 100' and minimum lot area of 1,139 square feet vs 10,000 square feet; located at 115 S Harmon Dr, will be legally described as Lot 58-B of Indian Head Subdivision, Lake Mitchell Development Plan in the SW 1/4 of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned PL Public Lands and Institutions District.		

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

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

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

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

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

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

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

- Description of Variance: minimum lot width of 82.89' vs 100' and minimum lot area of 1,139 square feet vs 10,000 square feet
- Description of Hardship: Creating a new plat for land along the lake to make existing lots buildable.

☐ **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: will be legally described as Lot 58-B of Indian Head Subdivision, Lake Mitchell Development Plan in the SW 1/4 of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota

Property Address: 115 S Harmon Dr

Dated this 9th of July , 2024.

City of Mitchell
APPLICANT

City of Mitchell
OWNER

107
111
104
LOT 58-A
City of Mitchell
Variance Permit
minimum lot width of 82.89'
vs 100' and minimum lot area
of 1,139 square feet vs 10,000 square feet
LOT 58
LOT 58-B
+/- .03 Acres
115
S HARMON DR
LOT 589
110
119
112

S HARMON DR
115 S HARMON DR
111 S HARMON DR
119 S HARMON DR

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:	August 5, 2024	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 08-19-24		
Explanation/Background of Agenda Item Requested:	The City of Mitchell has applied for a variance permit for minimum lot width of 5' vs 100' and minimum lot area of 2,661 square feet vs 10,000 square feet; located south of 129 S Harmon Dr, will be legally described as Lot 68-A of Indian Head Subdivision, Lake Mitchell Development Plan in the SW 1/4 of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The said real property is zoned PL Public Lands and Institutions District.		

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

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

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

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

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

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

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

- Description of Variance: minimum lot width of 5' vs 100' and minimum lot area of 2,661 square feet vs 10,000 square feet
- Description of Hardship: Creating a new plat for an existing encroachment.

☐ **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: will be legally described as Lot 68-A of Indian Head Subdivision, Lake Mitchell Development Plan in the SW 1/4 of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota

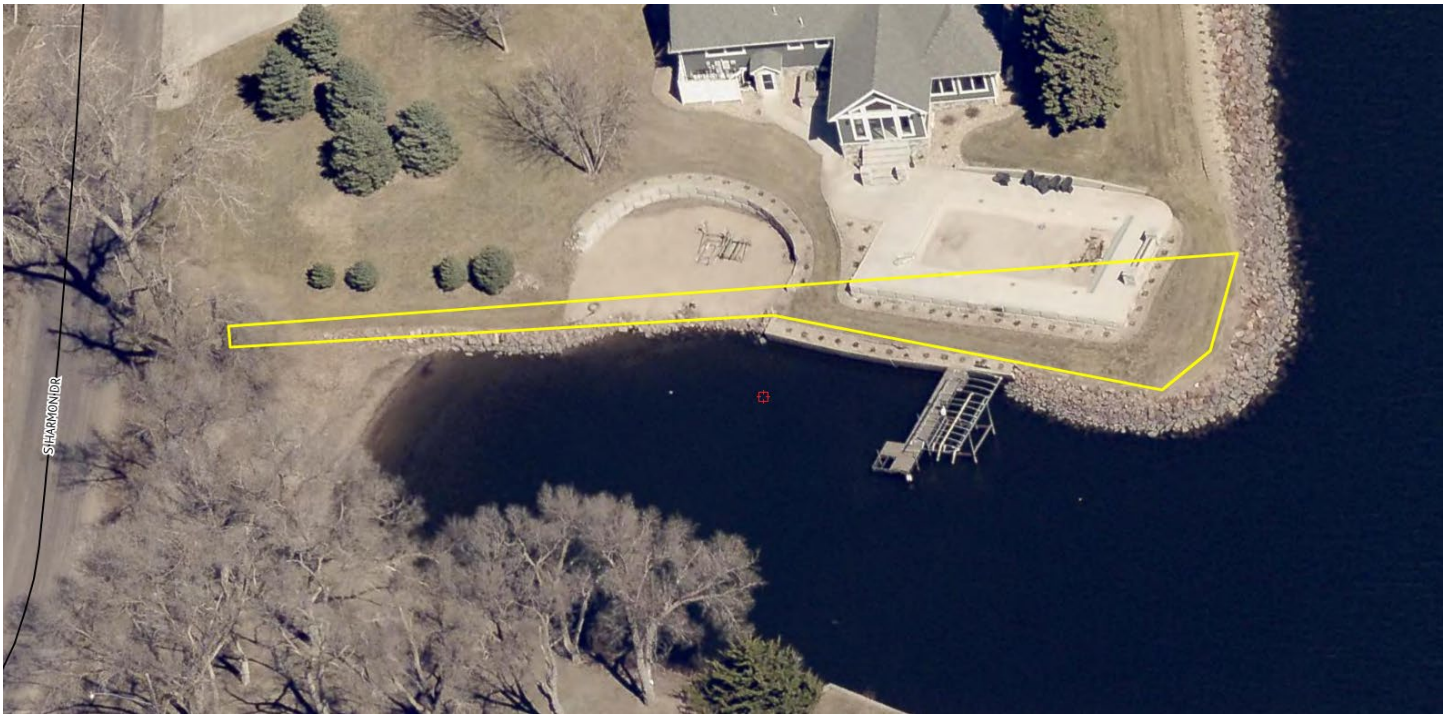
Property Address: south of 129 S Harmon Dr

Dated this 9th of July , 2024.

City of Mitchell
APPLICANT

City of Mitchell
OWNER

114
127
129
S HARMON DR
City of MItchell
Variance Permit
minimum lot width of 5'
vs 100' and minimum lot
area of 2,661 square feet
vs 10,000 square feet
Lot 68-A
+/- 0.006 Acres


S HARMON DR

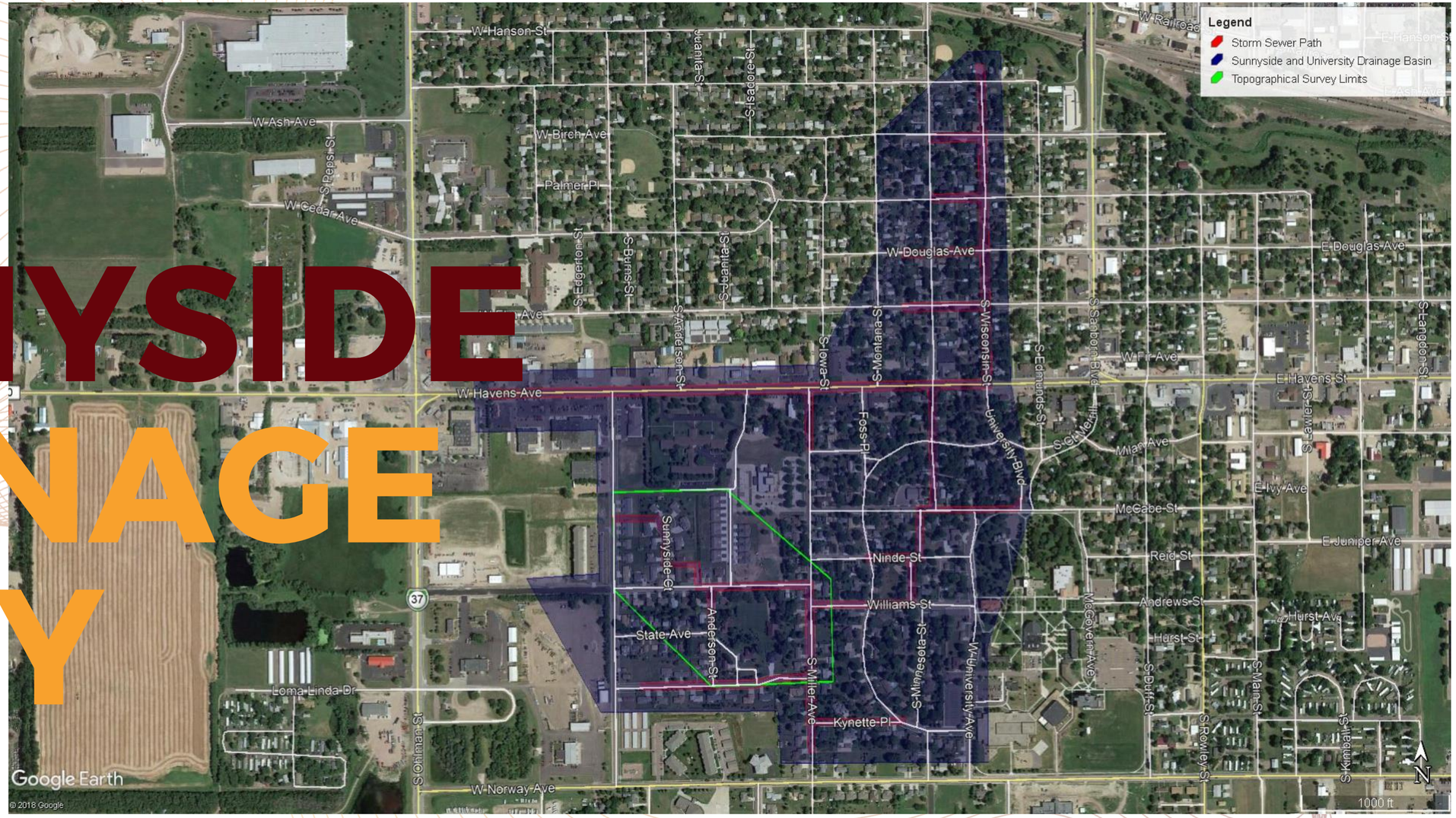
CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	August 5, 2024	**Requested By:**	Stephanie Ellwein
Desired Action of City Council:	Presentation Only		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Presentation on Sunnyside Drainage Basin Report, McLaury Engineering, Inc.		
Explanation/Background of Agenda Item Requested:	In 2020, the City Council authorized Agreement 2020-08 to review the Sunnyside and University Addition drainage areas. That report is complete and McLaury Engineering will be presenting the findings in the report at Monday's meeting. This is the second of four drainage reports completed by the City. Once all reports have been presented, the City Council will hold a work session to start discussing a long-term drainage improvement plan to help direct future drainage projects and funding for those projects.		

SUNNYSIDE DRAINAGE STUDY



Monday, August 5, 2024
6 p.m.
City Hall, Mitchell, SD

Mitchell
SOUTH DAKOTA

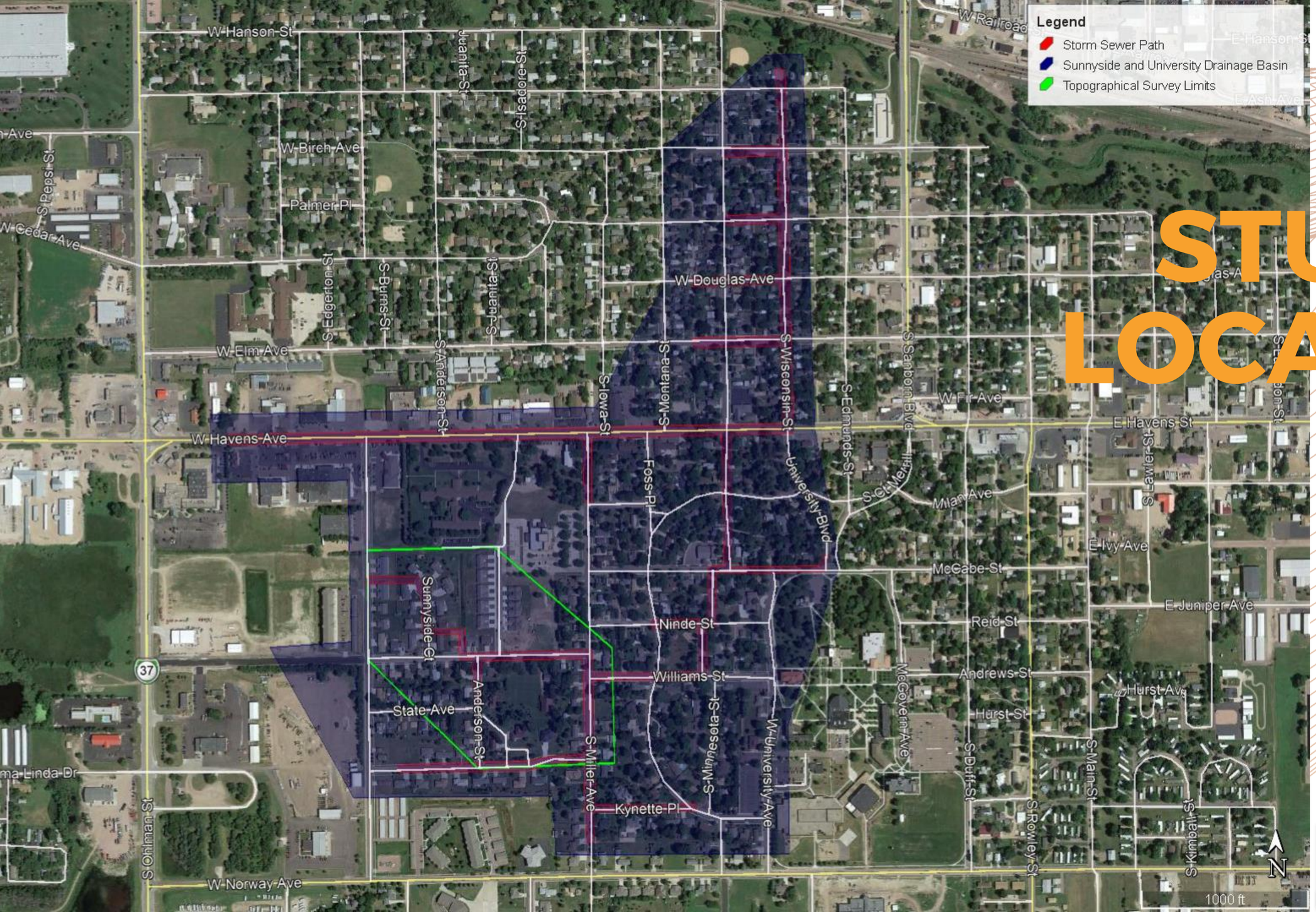
McLaury
ENGINEERING

TABLE OF CONTENTS

- Overview
  - Location
  - Background
  - Purpose of Study
  - Existing Storm Sewer
    - Issues
  - Method of Analysis
- Models for Alternatives
- Cost
- Conclusions and Recommendations
- Questions?

Mitchell SOUTH DAKOTA

STUDY LOCATION

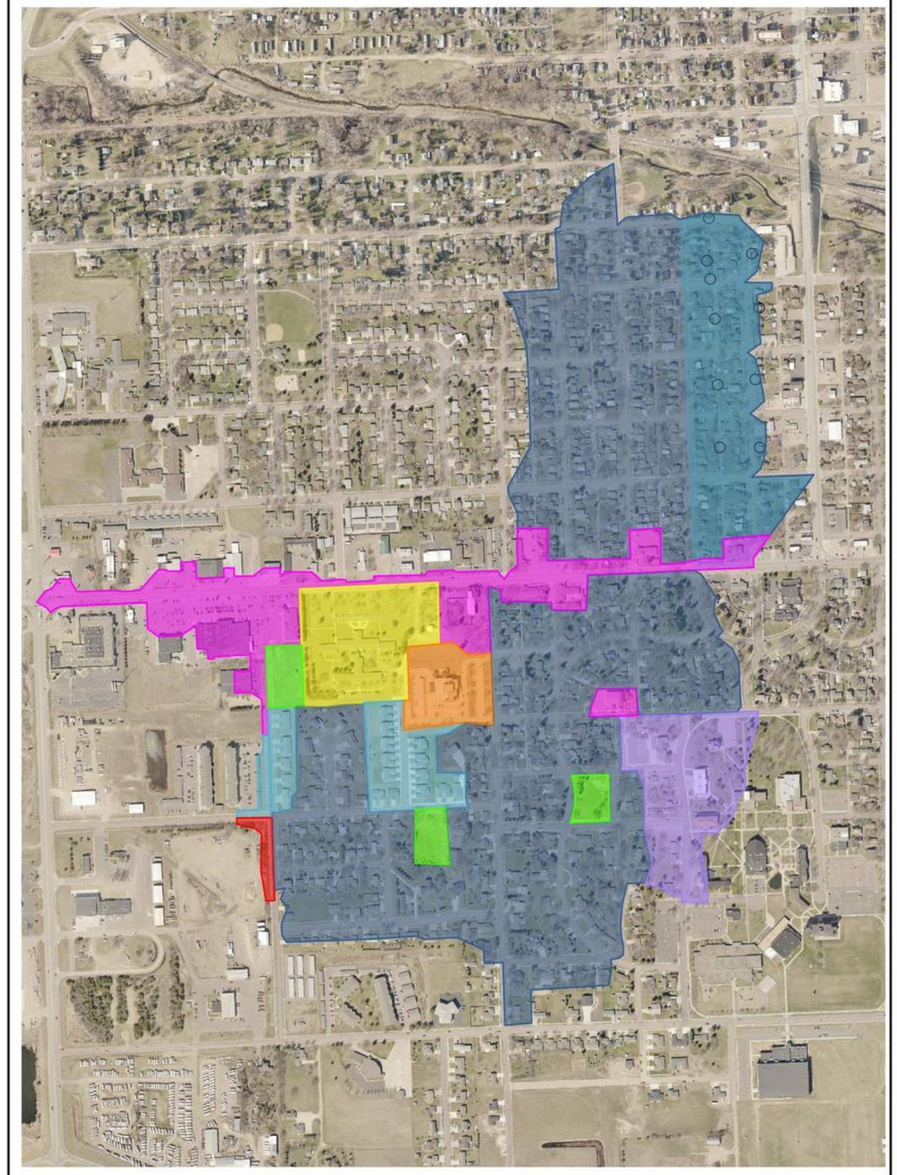


BACKGROUND

The Sunnyside Drainage Basin is an urban basin containing residential, commercial, educational, recreational, and healthcare facility uses.

North of Havens, it is generally bounded by Montana and Wisconsin Streets and extends to Ash Avenue.

South of Havens, it generally extends from University Avenue to Edgerton Street and south to Hurst Avenue/Kynette Place. The study area is approximately 212 acres and fully developed.



McLaury ENGINEERING
110 N. 1st Street - PO Box 916
Parkston, SD 57366 P(605) 928-7676

FIGURE 2
Land Use Map

PURPOSE OF STUDY

- To evaluate the drainage conditions in the Sunnyside Drainage Basin
  - Develop a hydrology model for the existing drainage system
  - Analyze basin with a 5-year and 100-year storm events using the model

- Analyze insufficiencies in the existing system, a 5-year event and a 100-year event

- Develop alternatives to meet the City of Mitchell's current storm sewer design standards

Mitchell
SOUTH DAKOTA

EXISTING STORM SEWER

- 12" RCP
- 15" RCP
- 18" RCP
- 24" RCP
- 30" RCP
- 36" RCP

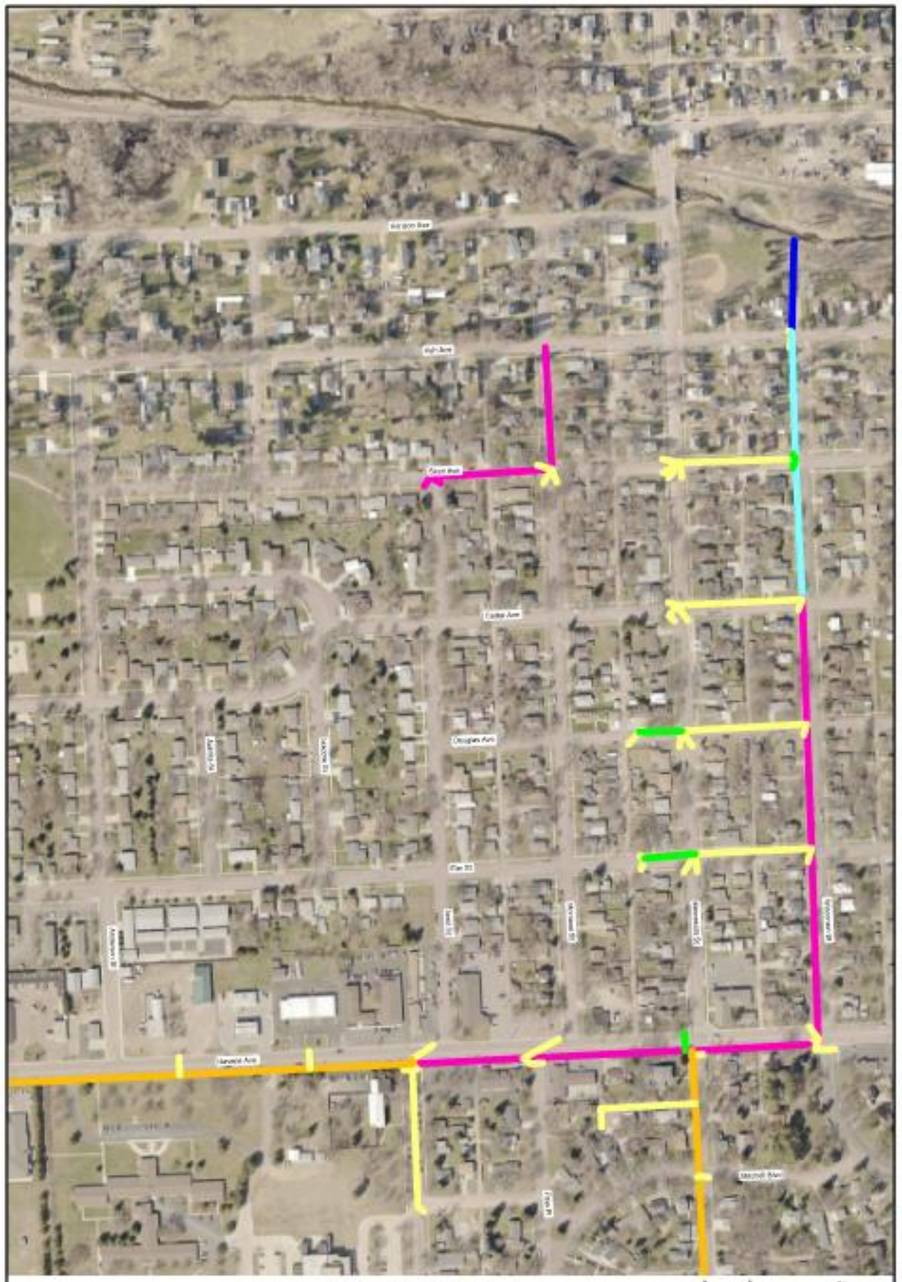


FIGURE 5a
Existing Storm Sewer System
(North of Havens Ave)

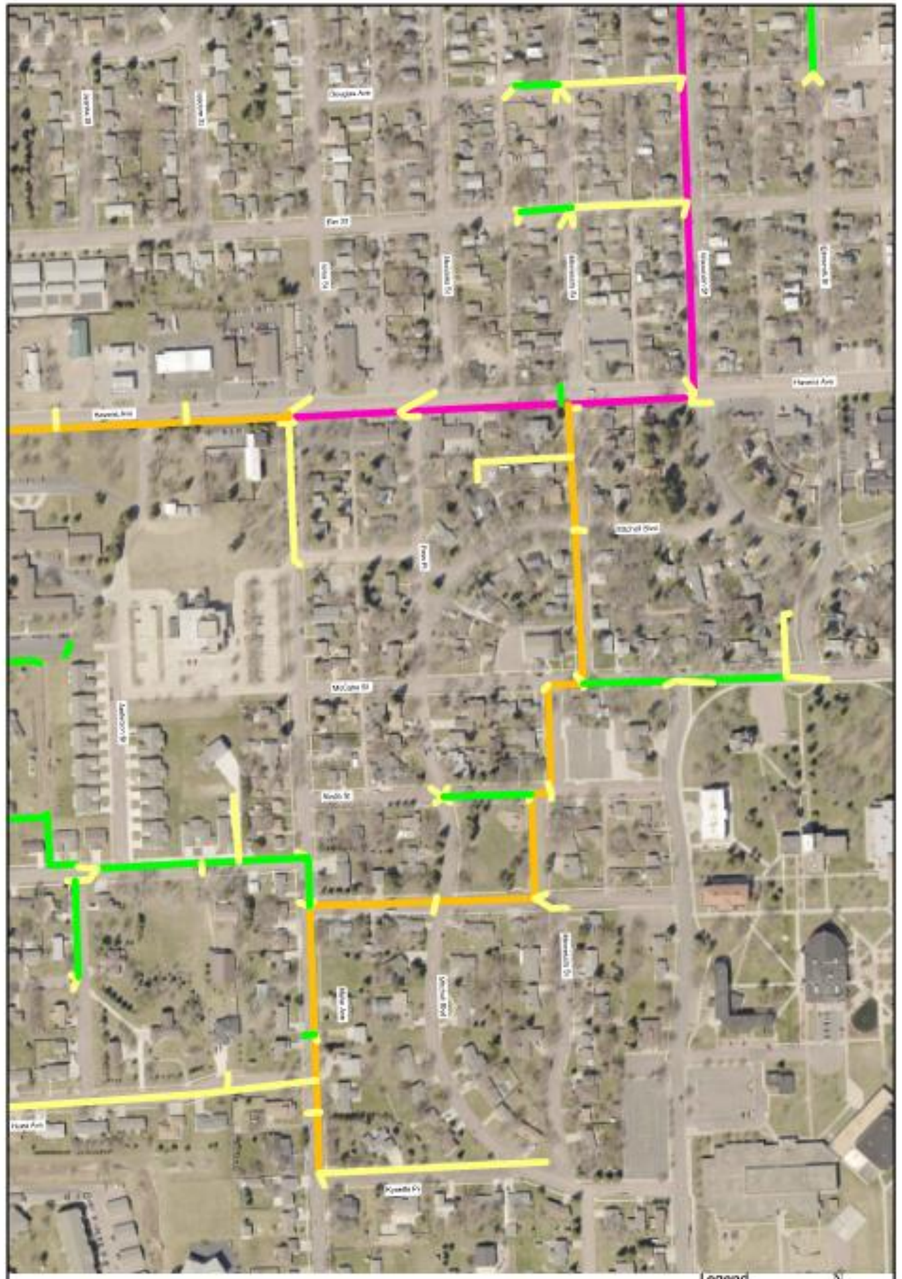
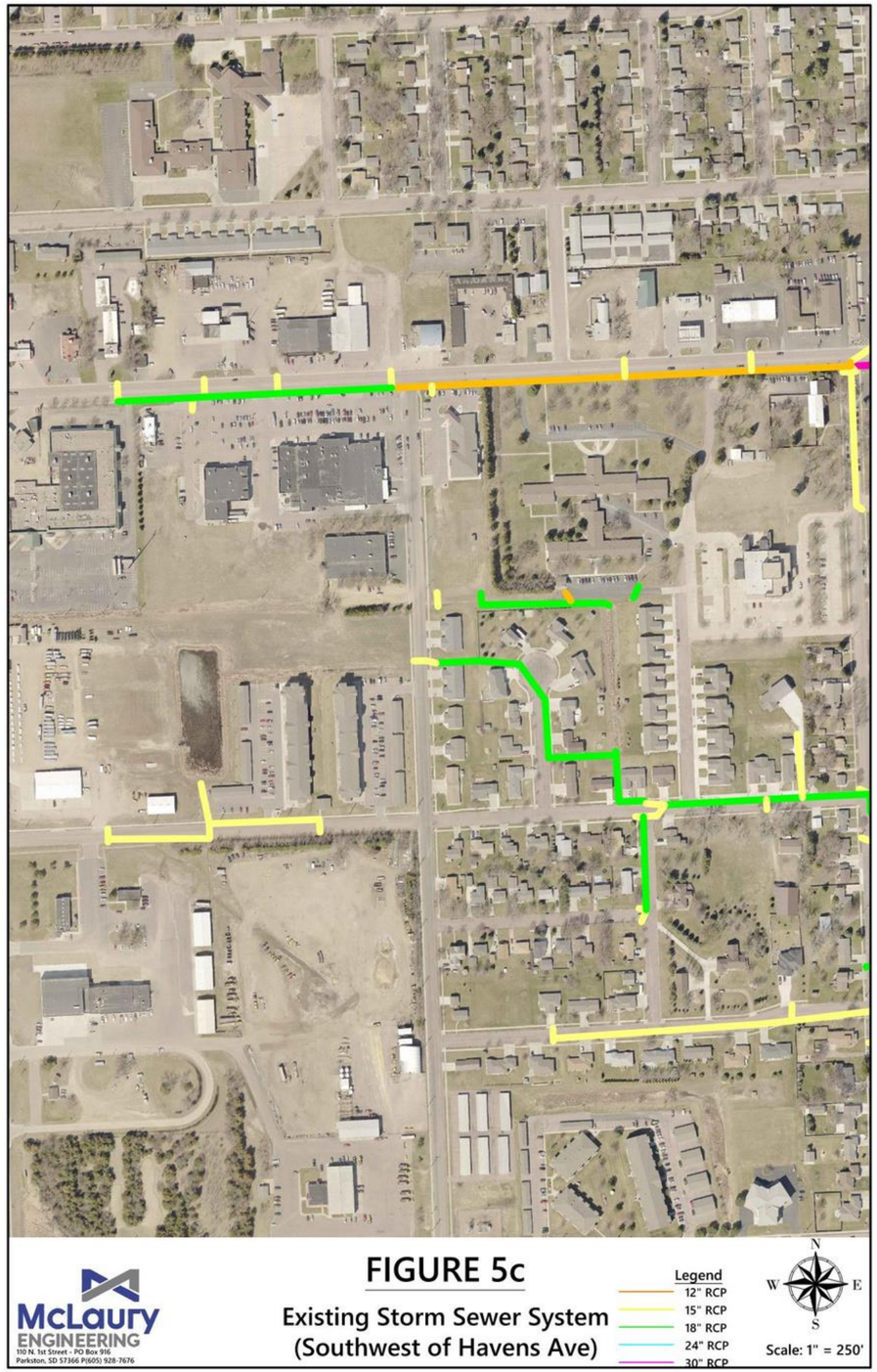


FIGURE 5b
Existing Storm Sewer System
(Southeast of Havens Ave)

EXISTING STORM SEWER

- 12" RCP
- 15" RCP
- 18" RCP
- 24" RCP
- 30" RCP
- 36" RCP



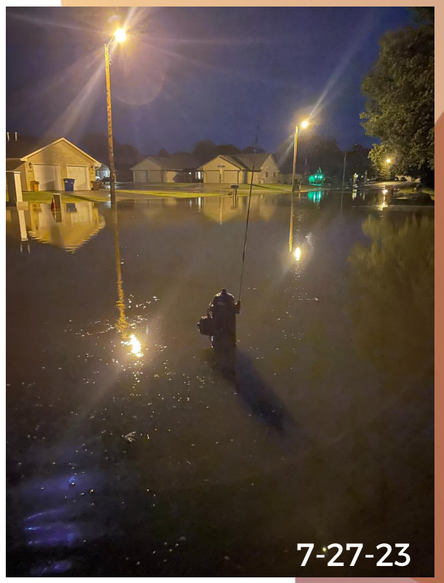
- 112 Sub-Basins
- 103 Inlets
- 157 Storm Sewer Pipes/Culverts
- 3 Detention Ponds
  - east of Edgerton Street
  - east of Sunnyside Court
  - north of Williams Avenue

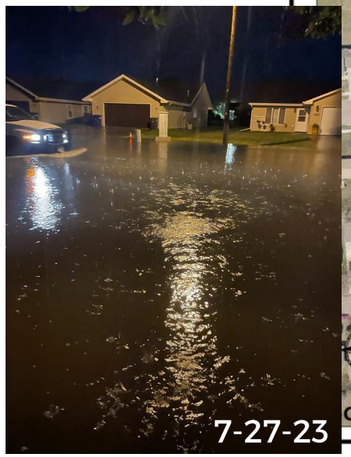
These structures work together to move water to a Trunkline on Wisconsin Avenue that runs from Havens Avenue to Dry Run Creek.

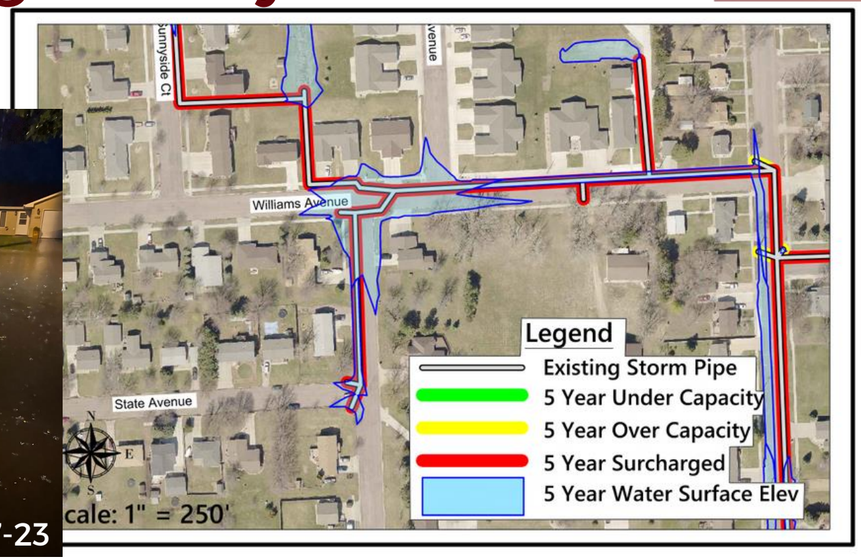
Mitchell SOUTH DAKOTA

EXISTING STORM SEWER: ISSUES

- Inlet size inadequate
- Inlet spacing inadequate
- Pipe size inadequate
- Significant number of pipes that are surcharged (operating under pressure conditions) during the 5-year storm event







Areas of Concern: Williams Avenue and Anderson Street

- Historical flooding
- The intersection has three (3) inlets in sump condition that don't have the capacity to collect runoff in a timely manner.
- The pipes connecting the inlets are only 15" in size.
- The inlets and pipes are at the upstream end of the drainage network - meaning the water must wait until the system clears to push water out.

METHOD OF ANALYSIS

Storm Water Model was built of the entire system and scenarios were developed of both the existing conditions and the proposed solutions. The scenarios are listed below:

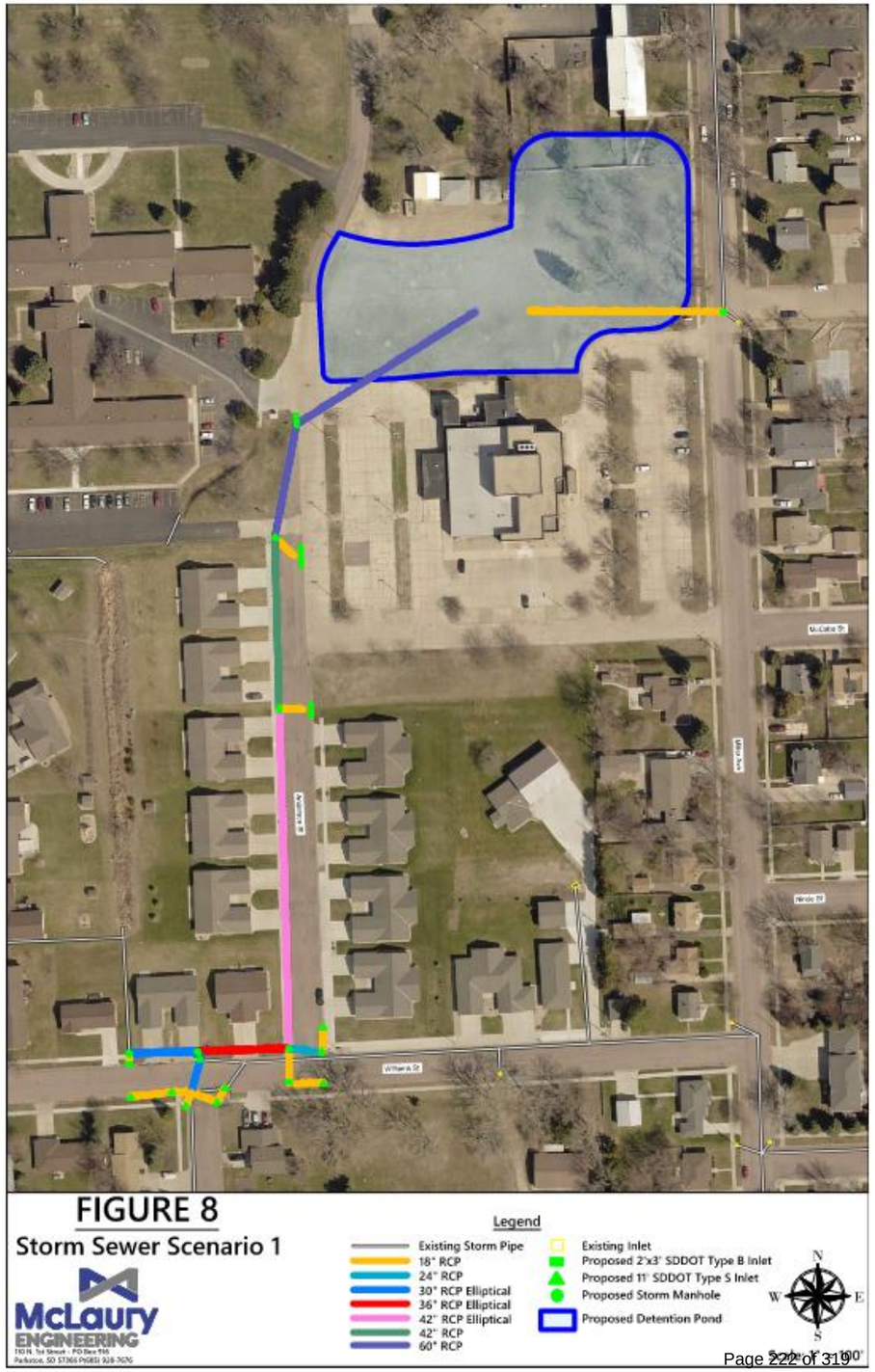
- Existing Conditions
- Proposed Conditions
  - Scenario 1 - Existing Model + Anderson Street Trunkline & Detention Pond A
    - 1a - Trunkline north of Sunnyside Court & increase inlet size/quantity
    - 1b – Increase inlet size/quantity at Edgerton Street & Williams Avenue
    - 1c – Install inlets at State Avenue & Anderson Street
  - Scenario 2 - Total System Update with Detention
  - Scenario 3 - Total System Update without Detention

Mitchell SOUTH DAKOTA

SCENARIO 1

- Install piping, inlets, & detention basin to provide immediate relief to Williams Ave. and Anderson St. intersection - Pipes and inlets in the remaining portion of the basin were not adjusted or changed
  - Inlets at intersection for runoff collection to reduce depth of water to less than 1/2 a foot for the 5-year storm
  - Trunkline along Anderson Street from Williams Avenue to Detention Pond
  - Detention Pond north of the Davison County Jail

- <u>Improvements:</u>
  - Reduced water depths at inlets
  - Detention pond regulates outlet flows to existing system to prevent additional surcharge



SCENARIO 1A/B

- Install trunkline north of Sunnyside Court from Edgerton St. to Anderson St. with inlets on Edgerton

- Install additional pipe along Edgerton St. and inlets at the intersection of Edgerton St. and Williams Ave. to improve runoff collection and reduce flood depths

- <u>Improvements:</u>
  - Builds upon Scenario 1
  - Reduced water depths at inlets
  - Increase flows to Detention Pond by rerouting water away from existing surcharged pipes

ID	Description	Neenah Part Number	Sag On Grade	# of Inlets	Existing Max Gutter Wtr Depth during Peak Flow (ft)	Replacement Inlet Type (ft)	# of Inlets	Scenario 1a Max Gutter Wtr Depth during Peak (ft)	Scenario 1b Max Gutter Wtr Depth during Peak (ft)
S-1892	17"x22" Type B	R-3070-V	S	1	1.26	11' Type S inlet	1	0.47	0.28
S-1893	17"x22" Type B	R-3070-R	S	1	1.30	11' Type S inlet	1	0.89	0.22
Added Inlets						Location		Scenario 1b Max Gutter Wtr Depth	
I_E_03	11' Type S Inlet	SDDOT	G	On		455' South of E-1893 (Edgerton)		0.28	
I_E_04	11' Type S Inlet	SDDOT	G	On		455' South of E-1892 (Edgerton)		0.22	

Table 8a – Scenario 1b Inlet Upsizing and Additions

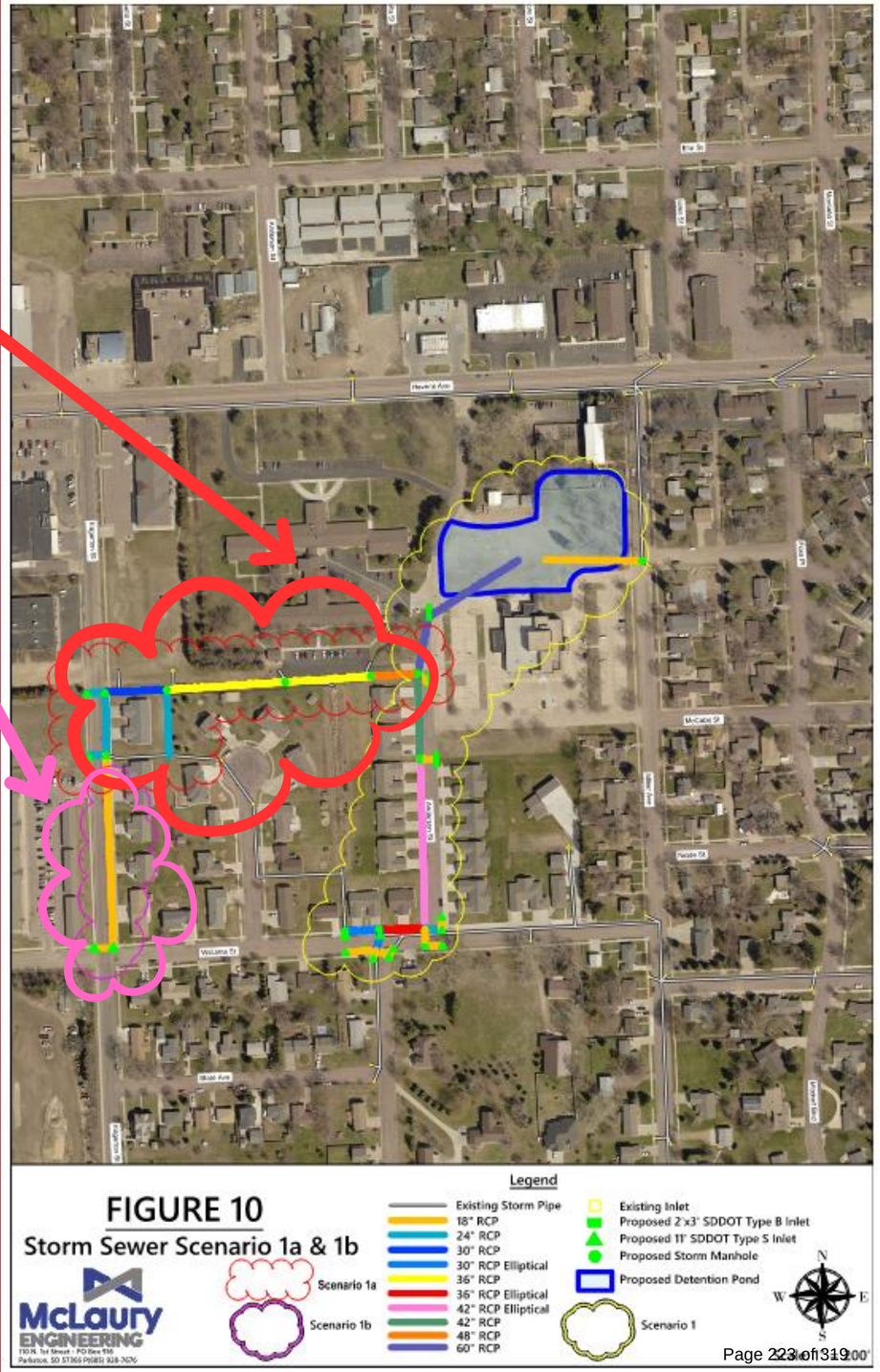
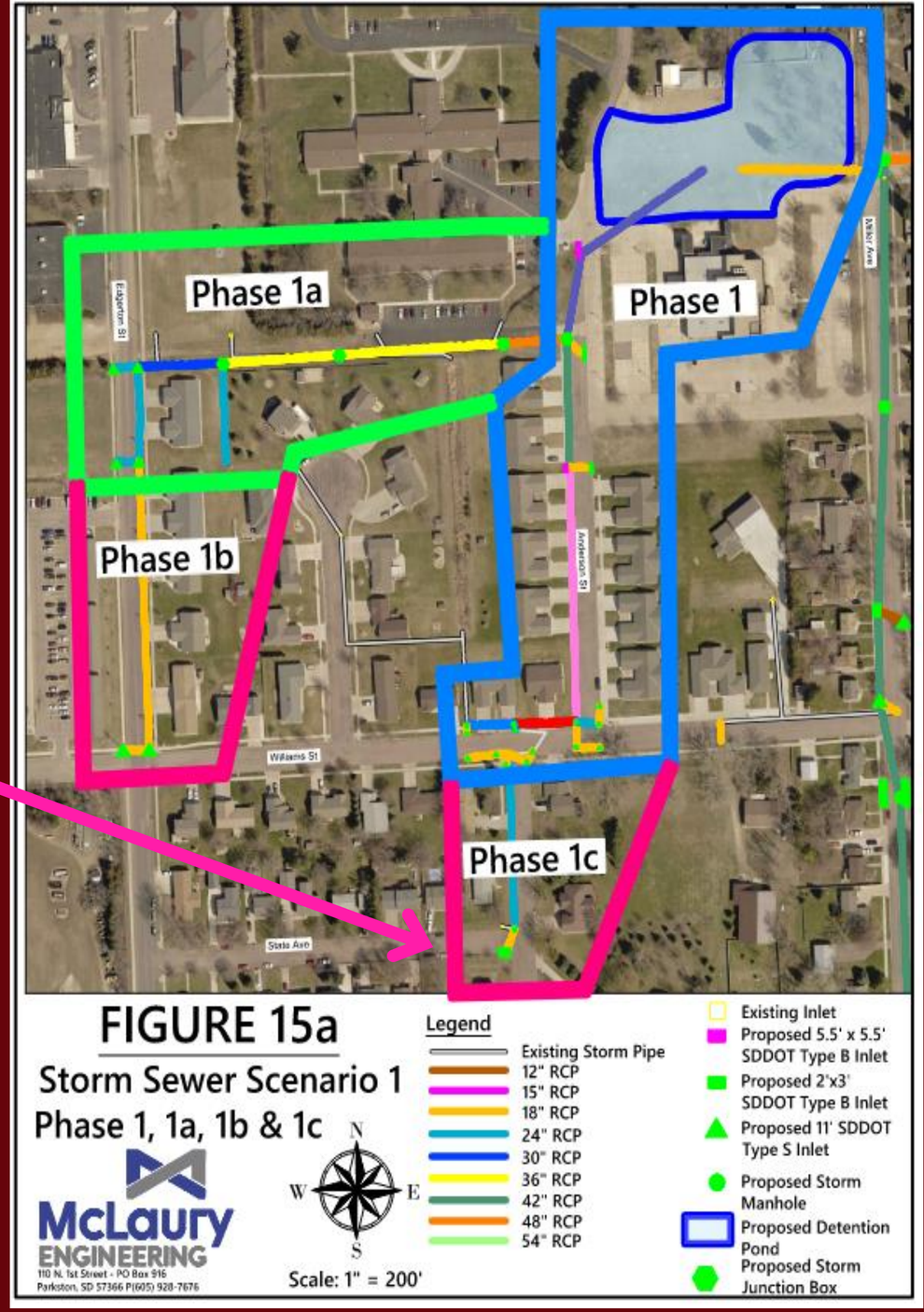


FIGURE 10
Storm Sewer Scenario 1a & 1b

SCENARIO 1C

- Install additional piping and inlets on Anderson Street, south of Williams Street to State Avenue

- <u>Improvements:</u>
  - Builds on Scenario 1
  - Increases inlet capacity to reduced water depths at inlets



SCENARIO 2

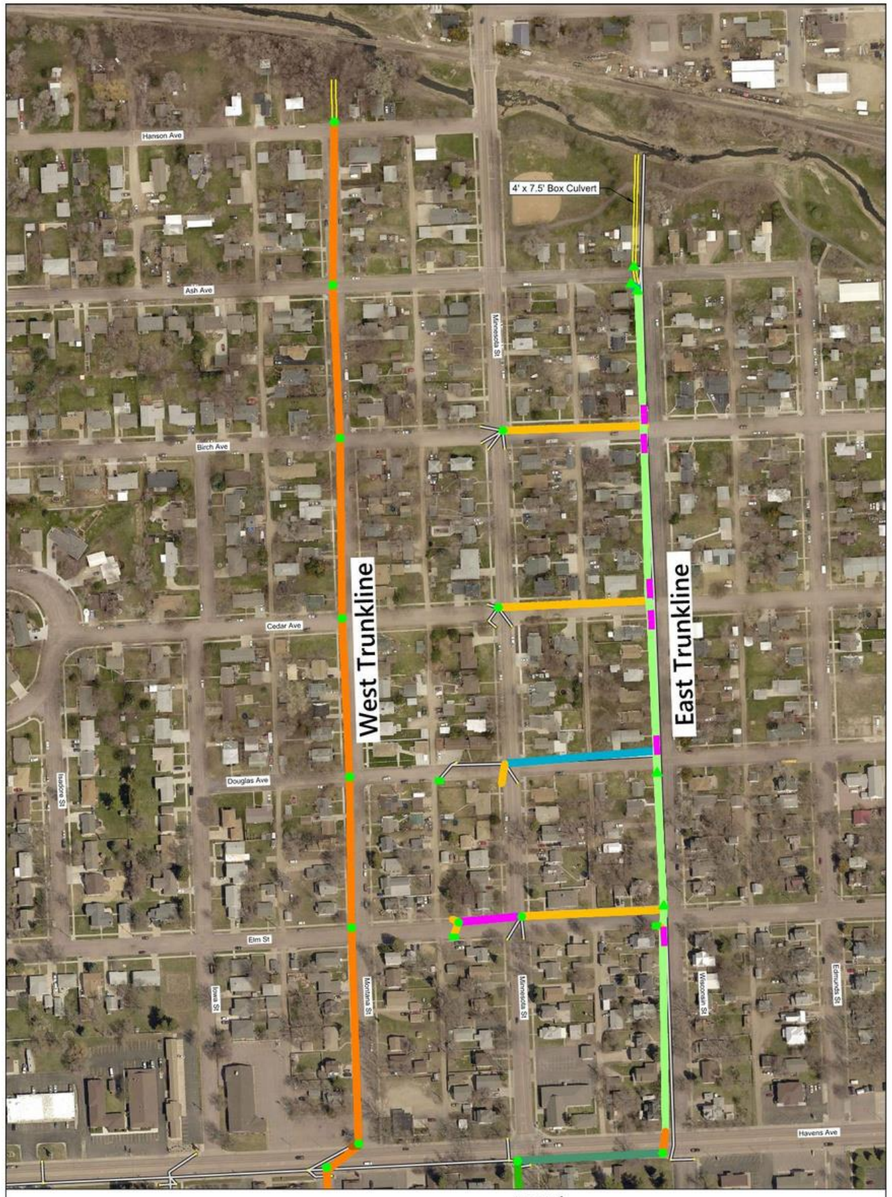


FIGURE 13a
Storm Sewer Scenario 2

McLaury ENGINEERING
110 N. 1st Street - PO Box 916
Parkston, SD 57366 P(605) 928-7676

- Examines entire Sunnyside Basin for master improvements and expands upon Scenario 1+ABC
- Subdivides the drainage corridor into two major sub-basins and creates two trunklines for the storm sewer system path
- Increases pipe and inlet size and quantity to improve capacity
- Utilizes detention basin to reduce storm sewer size along Miller Ave. and Foss Pl.
- <u>Improvements:</u>
  - Reduction in ponding
  - Increase in system capacity
  - Regulation of upstream flows through use of detention pond

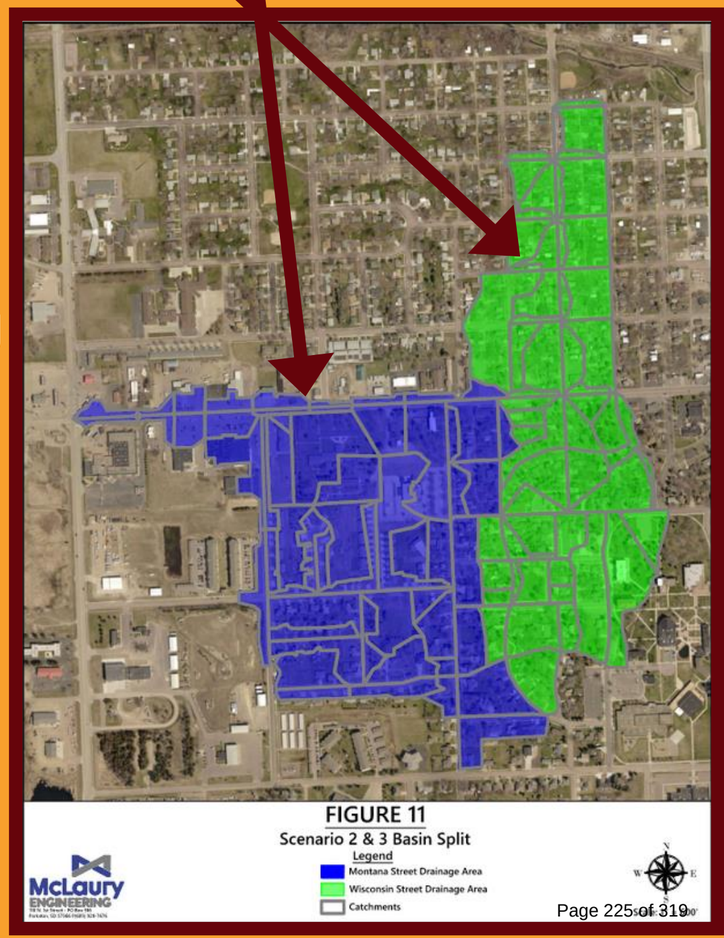


FIGURE 11
Scenario 2 & 3 Basin Split

McLaury ENGINEERING

SCENARIO 2 (CONT.)

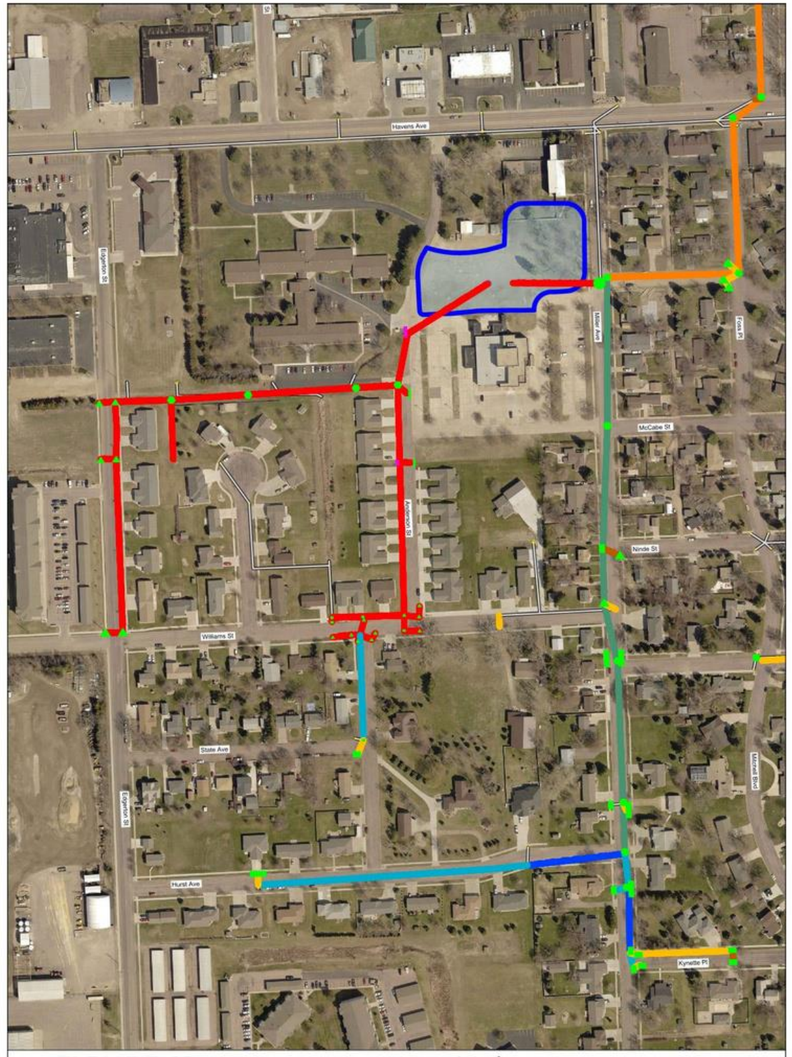


FIGURE 13c

Storm Sewer Scenario 2
West Trunkline

Legend

- Existing Storm Pipe
- Scenario 1, 1a, & 1b Pipe
- 12" RCP
- 15" RCP
- 18" RCP
- 24" RCP
- 30" RCP
- 36" RCP
- 42" RCP
- 48" RCP
- 54" RCP
- Existing Inlet
- Proposed 2'x3' SDDOT Type B Inlet
- Proposed 11' SDDOT Type S Inlet
- Proposed Storm Manhole
- Proposed Detention Pond

McLaury ENGINEERING
110 N. 1st Street - PO Box 916
Parkston, SD 57366 P(605) 928-7676

Scale: 1" = 200'

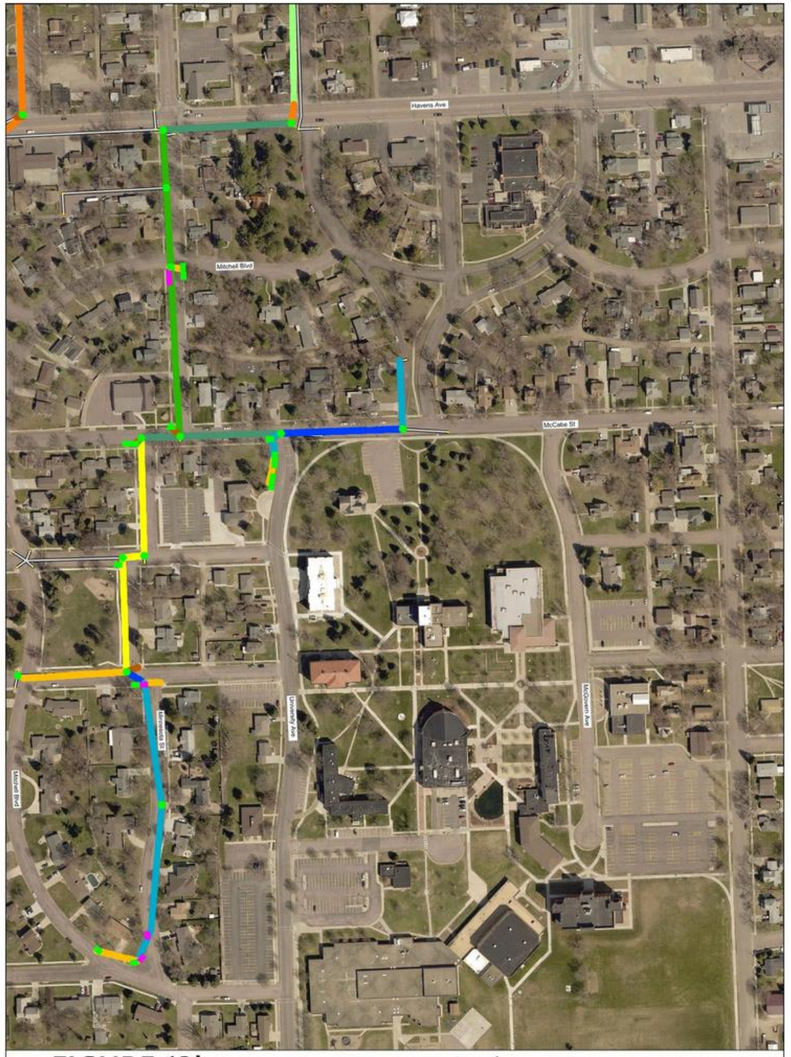


FIGURE 13b

Storm Sewer Scenario 2
East Trunkline

Legend

- Existing Storm Pipe
- Scenario 1, 1a, & 1b Pipe
- 12" RCP
- 15" RCP
- 18" RCP
- 24" RCP
- 30" RCP
- 36" RCP
- 42" RCP
- 48" RCP
- 54" RCP
- Existing Inlet
- Proposed 2'x3' SDDOT Type B Inlet
- Proposed 11' SDDOT Type S Inlet
- Proposed Storm Manhole
- Proposed Detention Pond

McLaury ENGINEERING
110 N. 1st Street - PO Box 916
Parkston, SD 57366 P(605) 928-7676

Scale: 1" = 200'

SCENARIO 3

- Examines the entire Sunnyside Drainage Basin without adding a regional detention pond
- Subdivides the drainage corridor into two major sub-basins and creates two trunklines for the storm sewer system path
- Increases pipe and inlet size and quantity to improve capacity
- <u>Improvements:</u>
  - Reduction in ponding
  - Increase in system capacity and reliability

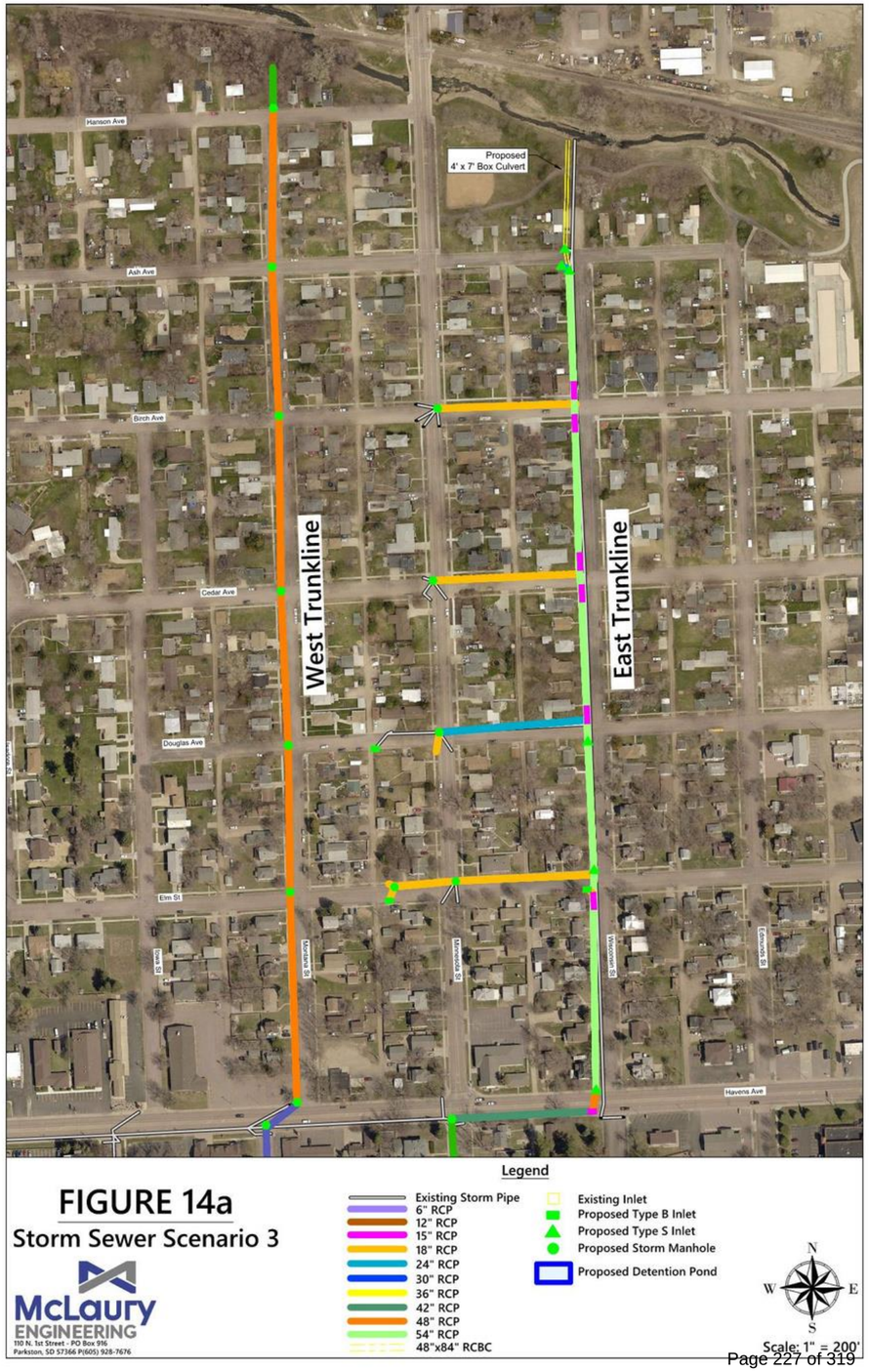
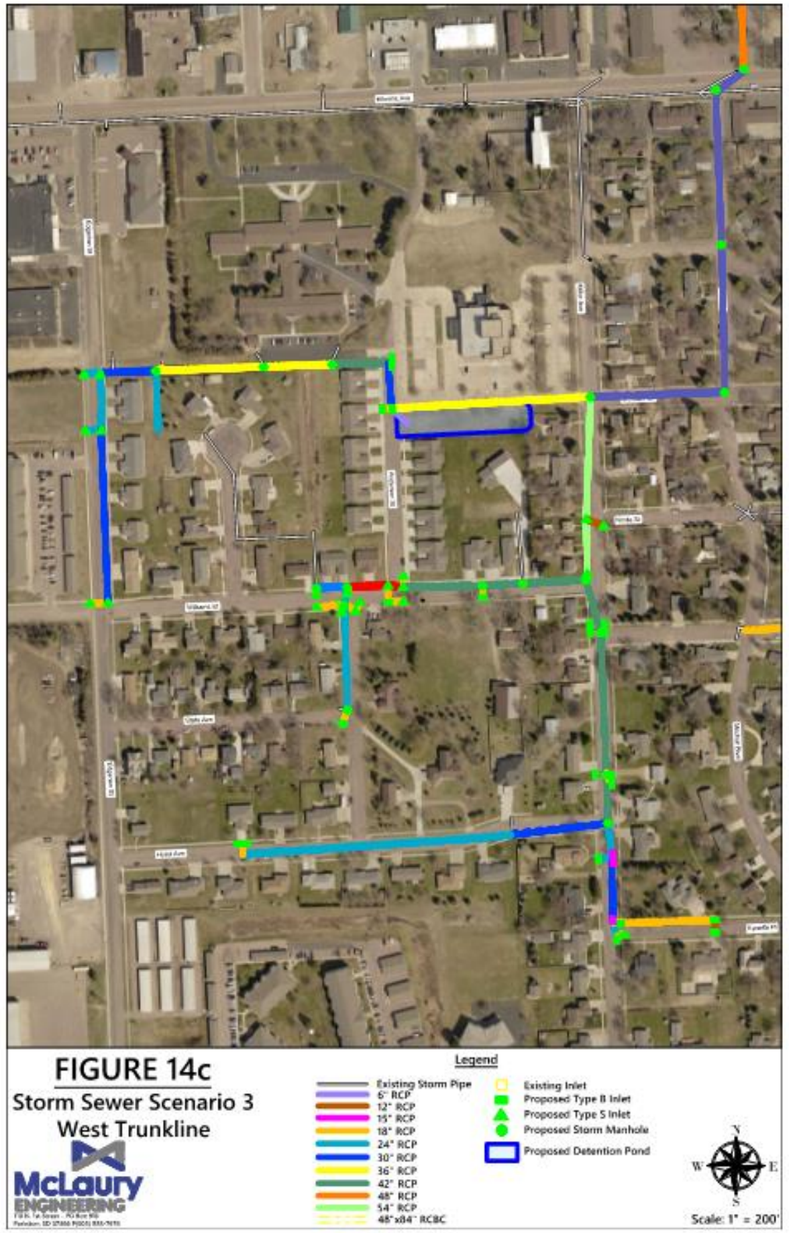
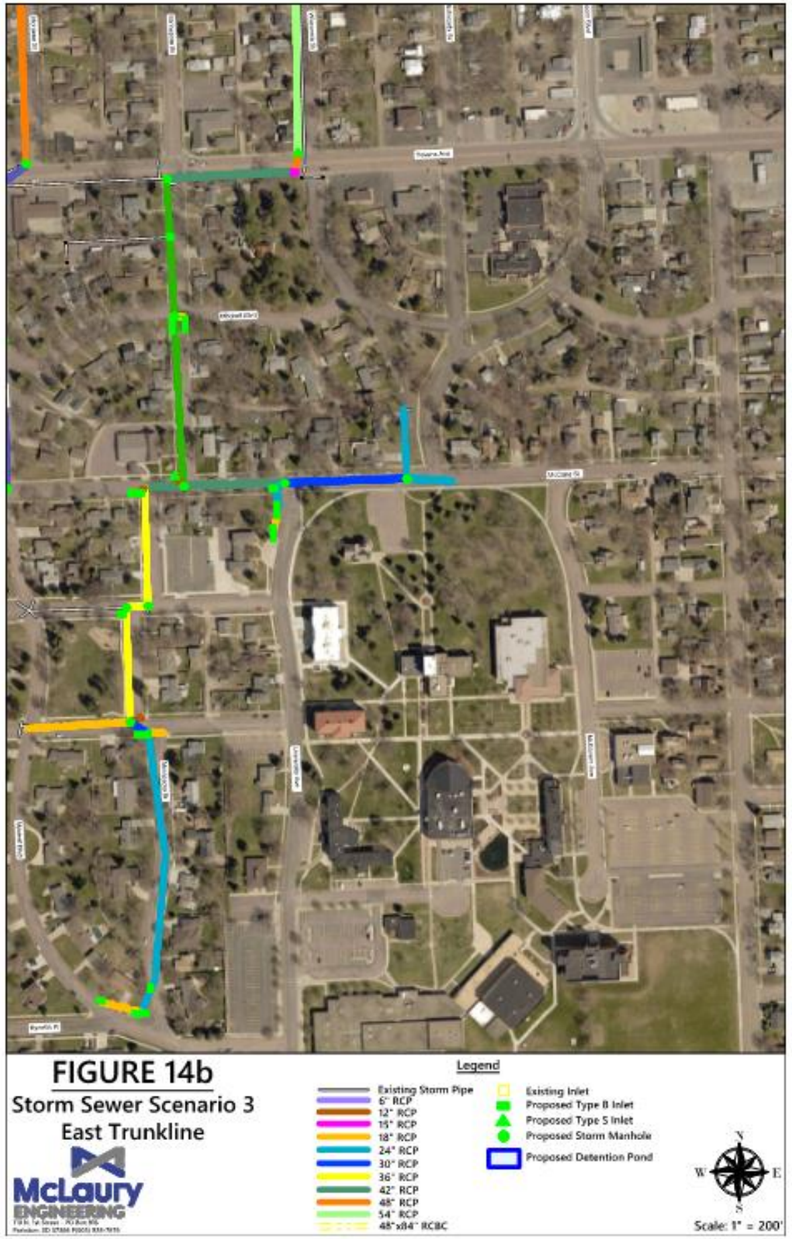


FIGURE 14a
Storm Sewer Scenario 3

SCENARIO 3 (CONT.)





PRELIMINARY COST EST.

Scenario	Phase	Cost
1	1, 1a, 1b, 1c	$2,036,304.66
2	2	$4,210,671.55
2	3	$3,484,197.47
2	4	$5,396,721.83
2	5	$2,622,115.30
2	6	$2,245,611.43
		Total: $19, 995,622.25

Scenario	Phase	Cost
3	1	$3,133,178.66
3	2	$5,751,622.20
3	3	$2,434,352.59
3	4	$2,231,863.72
3	5	$3,414,928.38
3	6	$4,241,794.95
		Total: $21,207,740.50

Mitchell SOUTH DAKOTA

CONCLUSIONS AND RECOMMENDATIONS

- Inadequate inlet and pipe sizes
- Spacing between inlets is too far - more inlets are needed to collect runoff
- No established trunkline of proper size to convey water through the system
- New developments were added to the existing storm sewer system without adding additional conveyance capacity or detention

- Scenario 1 provides immediate assistance to the flooding at Williams Ave. and Anderson St. and provides relief to downstream storm sewer by addition of detention.
- Scenario 2 builds upon Scenarios 1, 1a, 1b, 1c by taking advantage of the regional detention pond, reducing pipe sizes, but reconstructing entire system.
- Scenario 3 increases all pipes and inlets throughout the whole system but uses no detention pond.
- Phased implementation of these recommendations will allow the City to coordinate these improvements with other utility and street improvement projects.

Mitchell
SOUTH DAKOTA

QUESTIONS?

Mitchell
SOUTH DAKOTA

CONTACT INFO

McLaury Engineering, Inc.

Ryan Murtha, PE

- rmurtha@mclauryengineering.com
- 605-205-0002

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:	August 5, 2024	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the Application of the Exchange Club of Mitchell for a Special Event Liquor License located at Vern Eide, 219 East 1st Ave on September 14, 2024 for Open Mic Night		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted.		

Date Received_____
Date Issued_____

License No._____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

EXCHANGE CLUB OF MITCHELL
PO BOX 811
MITCHELL, SD 57301

Owner's Telephone #: 605-680-3050

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

- [x] 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 Sept 14, 2024; Open Mic Nights at Vern Eide

Is this license in active use? [x] Yes [ ] No

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

B. Business Name and Address

EXCHANGE CLUB OF MITCHELL
PO BOX 811
MITCHELL, SD 57301

Business Telephone #: 605-680-3050

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

County: DAVISON

Do you own or lease this property? [ ] Own [x] Lease

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

D. Legal description of licensed premise:

VERN EIDE; 219 E 1ST AVE, MITCHELL, SD 57301
OPEN MIC NIGHT, SEPTEMBER 14, 2024

Have you ever been convicted of a felony? [ ] Yes [x] No

E. State Sales Tax Number 1011-8285-ST

F. New license [x] 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 07/09/2024 Print Name AARON MOLLER Signature _____

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

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

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From:_____

Sales tax approval_____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

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

Address of office and principal place of business of corporation/partnership/LP/LLC PO BOX 811, MITCHELL, SD 57301

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

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

Name	Office	Address	Occupation
PATRICK SOUKUP	PRESIDENT	41233 ROCK CREEK COURT, MITCHELL, SD	MARKETING MANAGER
AARON MOLLER	TREASURER	1414 SHARPSTONE DR, MITCHELL, SD	CPA
BONNIE SCOTT	SECRETARY	LOCAL DAVISON COUNTY	CASA PROGRAM MANAGER
KEVIN BRUSCHER	PAST PRESIENT	LOCAL DAVISON COUNTY	COO OF CORTRUST

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
NONE	

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

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

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner **Date**

7/9/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2024

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

PRODUCER
CORINSURANCE MITCHELL
715 NORTH MAIN
MITCHELL, SD 57301

CONTACT NAME: Merle Scheiber
PHONE (A/C, No, Ext): 605-996-6070 FAX (A/C, No): 605-996-0009
E-MAIL ADDRESS: mscheiber@corinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Owners	32700
INSURER B: Auto Owners	18988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Exchange Club of Mitchell
PO Box 811
MITCHELL SD 57301-0811

COVERAGES **CERTIFICATE NUMBER:** 20240709090927588 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	77114817	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Liquor Liability	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	4953867900	08/03/2023	08/03/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 300,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability	Y	N	77114817	01/01/2024	01/01/2025	Liquor Liability Liquor Liability	Ea Common Aggregate

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

Re: the Open Mic Night, Vern Eide Chevrolet Dates: September 14, 2024
at Vern Eide, 219 E 1st Ave, Mitchell, SD 57301

If required by written contract, the Certificate Holder is included as Additional Insured for ongoing operations under General Liability & Liquor Liability.

CERTIFICATE HOLDER

City of Mitchell
Mitchell SD 57301

Email: croth@cityofmitchell.org

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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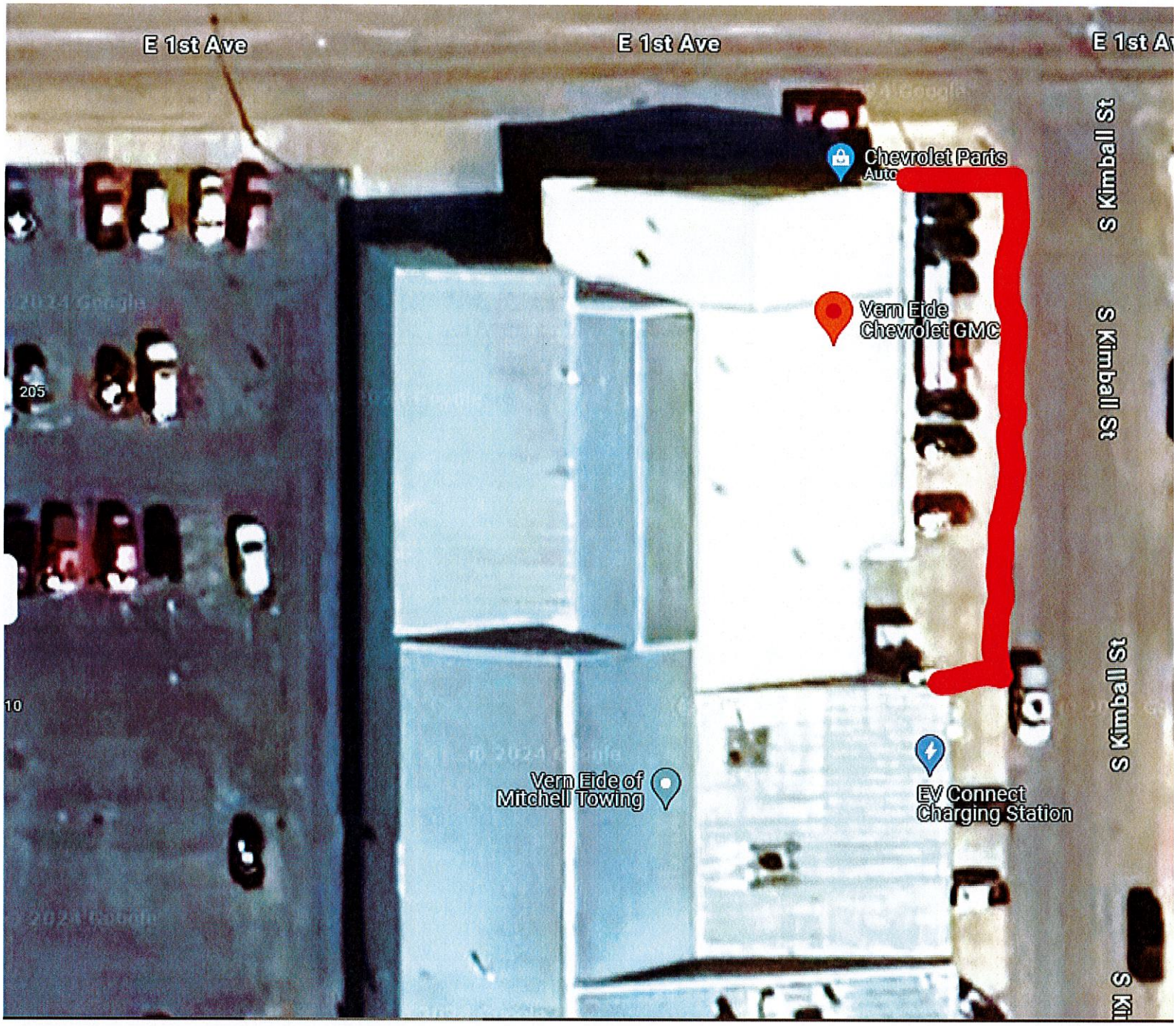
E 1st Ave
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S Kimball St
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Chevrolet Parts
Auto
Vern Eide
Chevrolet GMC
Vern Eide of
Mitchell Towing
EV Connect
Charging Station
205
10

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:	August 5, 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 Amended Special Event Permit For Corn Palace Festival from August 21 through August 25, 2024		

Explanation/Background of Agenda Item Requested:

The Corn Palace Festival is requesting to amend their Special Event Permit that was originally approved by City Council on Monday, July 1st, 2024.

The amended request is as follows:

- Parking Lot Space Re-assignment
  - Corn Palace Plaza Parking Lot - additional handicap parking spaces to the north side of plaza lot.

Please reference the attached Handicap Parking Spots Location Map for further information.

Staff recommends City Council approval of the Amended Special Event Permit request as stated in the Agenda Item Request.

Corn Palace Gift Shop
Gift shop
Handicap Parking
N Lawler St
521
Bradley's Pub & Grille
Temporarily closed

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:	August 5, 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 Grace Baptist Church Vacation Bible School Family Night on Friday, August 9, 2024		

Explanation/Background of Agenda Item Requested:

Grace Baptist Church is requesting a Special Event Permit for their annual Vacation Bible School Family Night, which takes place Friday, August 9th, 2024, from 4:00 PM until 10:00 PM.

This event is open to the public, and will have a carnival with games and activities.

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 PM to 10:00 PM on Friday, August 9th:

- Street Closure ($200 fee)

*** Grace Baptist Church is asking City Council consider waiving the Special Event Permit Street Closure Fee of $200.**

The following street closure is requested on Friday, August 9th, from 4:00 PM until 10:00 PM:

- W. Douglas Ave. from S. Edmunds St. east to the alley.

***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 Location and Street Closure Map for further information.

Parking will be available on surrounding streets and Grace Baptist Church parking lots.

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 #3616

Date Submitted: 7/23/2024

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:*

Grace Baptist Church Vacation Bible School Family Night

Event Date:*

8/9/2024 — 8/10/2024

Event Hours:*

04:00 PM — 10:00 PM

Permit(s) & License(s) requests included in this application:*

- [x] 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)

8/9/2024 | 04:00 PM — 8/9/2024 | 10:00 PM

Time Requested for Parking Lot Closure(s)

mm/dd/yyyy | hh:mm am/pı — mm/dd/yyyy | hh:mm am/pı

Event Information:

Overall Event Description:*

We request a temporary closure of the west 1/2 block of W. Douglas Ave. from S. Edmunds St. east to the alley from 4:00 PM until 10:00 PM on Friday, August 9th, for the purpose of a Family Night/Carnival.

Our church building is located on the south side of Douglas Ave., but we also own the property/lot on the north side of Douglas Ave., which we would use for the carnival.

GRACE BAPTIST CHURCH IS ASKING CITY COUNCIL CONSIDER WAIVING THE SPECIAL EVENT PERMIT STREET CLOSURE FEE OF $200.

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:*

125

Name of Group Sponsoring the Event:*

Grace Baptist Church

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:*

Carroll Torberson

Contact Person's Email:*

pastorb1@juno.com

Phone Number: *

605-933-0219

Day of Event Contact Person:*

Carroll Torberson

Contact Person's Email:*

pastorb1@juno.com

Phone Number:*

605-933-0219

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.*

The only affected area will be 1/2 (one half) block of Douglas Ave. between Sanborn Blvd. and South Edmunds St. from the east side of Edmunds St. to the west side of the alley. We will not be using any city property, facilities or utilities (other than the 1/2 block of Douglas Ave.).

We will have a carnival with games and activities set up on the north side of the street, and people will be walking back and forth across the street.

Grace Baptist Church will be providing first aid supplies and trash receptacles 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.*

With the street blocked off, there will be no traffic in the designated areas. Grace Baptist Church will provide security and first aid as needed. Sufficient ramps and driveways provide accessibility. Parking will be available on streets and Grace Baptist Church parking lots.

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/pı — hh:mm am/pı

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/pı

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

ahieb@cityofmitchell.org

Date of Display

mm/dd/yyyy

Time of Display

hh:mm am/ — hh:mm am/

Type of Fireworks

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

Exact Location of Display:

What are the width perimeter requirements?

Insurance Requirements

Insurance for your event is **REQUIRED** before final permit approval.

Special Events: you will need $1,000,000 Commercial General Liability Insurance 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.*

- [x] 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*

Church Mutual Insurance

Agent's Name

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.*

Carroll Torberson

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.*

Carroll Torberson

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.*

Carroll Torberson

I am attaching the following items:

- [ ] Parade Route Map
- [x] Street or Parking Lot Closure Map
- [x] 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

Grace Baptist Church Street Closure Map.pdf

Event Map Attachment

Grace Baptist Church Location Map.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 _____

_____

_____

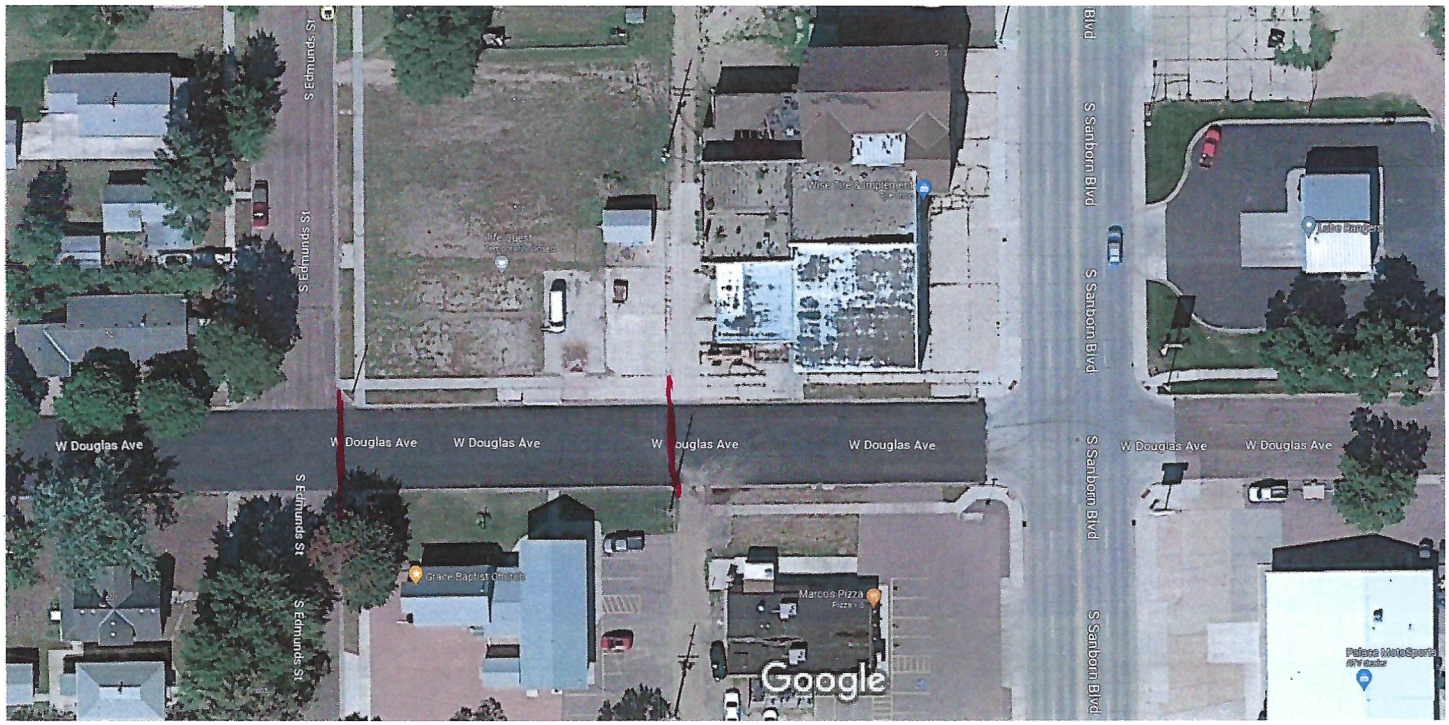
_____ _____

Finance Officer Mayor

(Seal)

Date Approved: _____ Amount of Fees Paid: _____

Google Maps



Imagery ©2023 Airbus, Maxar Technologies, Map data ©2023 20 ft

Grace Baptist Church request for street closure August 11, 2023

This is a Google shot of the property involved. That is now an empty lot which we own and where we will have the carnival.

We would like to close off one half block of Douglas Ave. from the west side of the alley to the east side of the intersection of Douglas and Edmunds, leaving both the alley and Edmunds St. open. This would allow safe foot traffic back and forth across Douglas Ave.

W Cedar Ave
37
37
Requested Closure Location
W Douglas Ave
S Edmunds St
SD Highway 37
W El
37
37

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2024

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

PRODUCER

Church Mutual Insurance Company, S.I.
3000 Schuster Lane
P.O. Box 357
Merrill WI 54452

CONTACT NAME: Church Mutual Insurance Company, S.I.
PHONE (A/C, No, Ext): 1-800-554-2642 **FAX (A/C, No):** 855-264-2329
E-MAIL ADDRESS: customerservice@churchmutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

GRACE BAPTIST CHURCH
600 S Edmunds St
Mitchell SD 57301-3344

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		0088700 25-581848	08/31/2023	08/31/2024	EACH OCCURRENCE	$ 300,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 300,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 300,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Grace Baptist Church Vacation Bible School Family Night – Friday, August 9th, 2024. Certificate holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

CERTIFICATE HOLDER

City of Mitchell
612 N Main St
Mitchell SD 57031-2620

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela G Rushing

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CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	August 5, 2024	**Requested By:**	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Copper Flats Consent to Assignment		
Explanation/Background of Agenda Item Requested:	This item relates to TIF 35 for Copper Flats. The project plan for the TIF discussed the roles of both Copper Flats LLC (the Developer) and Copper Flats Limited Partnership (the landowner). The project plan and developer agreement both stated that the increment would be paid to LLC. However after the developer agreement was completed, LLC and LP decided that the funds should be paid to LP instead since LP is the landowner and is the party to the financing agreements relating to the project. As such, LLC and LP are requesting that the City approve this Consent to Assignment which authorizes the TIF proceeds to be paid to LP instead of LLC.		

July 24, 2024

City of Mitchell
Attn: Justin Johnson, Esq.
City Attorney
612 North Main Street
Mitchell, SD 57301
Phone: (605) 990-7940
justin.johnson@cityofmitchellsd.gov

Re: Assignment of TIF Proceeds – Tax Incremental District No. 35

Dear Mr. Johnson:

This letter has been prepared on behalf of Copper Flats, LLC, in relation to that certain agreement #A2024-30, TIF #35 Developer Agreement (the "Development Agreement"), in which, among other things, the City of Mitchell ("City") agreed to reimburse Copper Flats, LLC for Eligible TID 35 Project Costs as defined in the Development Agreement, in exchange for Copper Flats, LLC constructing and completing those improvements described in that certain Project Plan for TIF #35 ("Project").

As discussed in prior conversations and as set forth in the Project Plan for TIF #35, while Copper Flats LLC is the Developer under the Development Agreement and shall continue to carry out the responsibilities of constructing and developing the Project, Copper Flats, LLC is the General Partner of the Copper Flats Apartments Limited Partnership, the true owner of the real estate upon which the Project is located.

The Development Agreement contains a scrivener error in Section 7, which incorrectly identifies Copper Flats, LLC as the owner of the real property upon which the Project will be built, where the true owner is Copper Flats Apartments Limited Partnership.

Copper Flats, LLC is carrying out the construction and development of the Project on behalf of Copper Flats Apartments Limited Partnership, and Copper Flats LLC will continue to act as the Developer for TIF purposes, however because Copper Flats Apartments Limited Partnership is the true owner of the Project land, Copper Flats, LLC is requesting and directing the City of Mitchell to remit all tax increment payments received from Davison County related to TIF #35 directly to Copper Flats Apartments Limited Partnership. As the owner of the Project land and the contractual party to financing agreements funding the Project and the construction contract for the Project and improvements, Copper Flats Apartments Limited Partnership will be the party responsible for paying those costs, and should be the recipient of all proceeds associated with TIF #35.

As confirmation of the City of Mitchell's understanding and agreement to assign and remit all tax increment payments received from Davison County related to TIF #35 directly to Copper Flats Apartments Limited Partnership, please have the appropriate officer(s) or representative(s) of the City of Mitchell sign and acknowledge this letter and return the executed copy to us for our records.

Thank you for your assistance in this matter.

Best regards.

Very truly yours,

Developer:

COPPER FLATS, LLC,

By: Terry Sabers
Name Terry Sabers
Title President

CONSENT TO ASSIGNMENT:

The City of Mitchell consents to the above request and agrees to assign and remit all tax increment payments received from Davison County related to TIF #35 directly to Copper Flats Apartments Limited Partnership.

Dated effective: _____

CITY OF MITCHELL

By: _____

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:	August 5, 2024	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

612-43220-43200 $2,499,150

Agenda Item:

Action to Approve Amendment #1 to Agreement #A2021-10 with Helms & Associates for New Recycling Building Project #2021-30

Explanation/Background of Agenda Item Requested:

Approve Amendment to Agreement A2021-10 with Helms and Associates for Construction Services for the Recycling Distribution Center

City Council approved an agreement with Helms and Associates for design and bidding services for a new recycling transfer station at the Mitchell Regional Landfill on February 16, 2021.

The attached amendment adds construction phase services for the project. Services will include project administration, observation, testing, and staking.

Staff recommends City Council approve the amendment with Helms and Associates on an hourly not to exceed basis of $79,500 for said services.

Project Background:
The existing recycling building located at the old landfill and is in poor condition. City Staff proposes to design and build a new facility at the Mitchell Regional Landfill in order to co-locate the garbage hauling and recycling operations at a single site. Co-locating the operations in one designated area is estimated to save operational costs in the amount of $40,000 as estimated in 2021.

This project was awarded a 37.4% grant not to exceed $1,000,000 through the DANR's Solid Waste Management Program on June 5, 2023. Current project contingencies are $245,000.

City Council awarded the Recycling Center project to WS Construction Management, LLC on May 20, 2024 for a total cost of $2,173,187.44. Construction is planned to start late summer.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement: February 16, 2021

   b. Owner: City of Mitchell, SD

   c. Engineer: Helms and Associates

   d. Project: Mitchell Landfill Recycling Building

2. Nature of Amendment

   _____ Additional Services to be performed by Engineer

   _____ Modifications to Services of Engineer

   _____ Modifications to Responsibilities of Owner

   X Modifications to Payment to Engineer

   _____ Modifications to Time(s) for rendering Services

   _____ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

   Due to the amount of time since the Agreement was first entered into and the Construction Phase/Resident Construction Review Services commenced, the Engineer is requesting a modification to the estimated budget as described in Part III – Engineering Charges A.1.5. The total compensation paid to the ENGINEER for the services rendered in accordance with this paragraph have now been estimated for budget purposes to be **$79,500.00**, which shall **not be exceeded** without prior approval of the OWNER

   This is an increase of $13,960.00. The 2024 Attachment "A" is attached to this Amendment No. 1.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment No. 1. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 29, 2024.

OWNER: City of Mitchell, SD	ENGINEER: Helms and Associates
By: _____	By: _____ Bob J. Babcock, P.E.
Title: _____	Title: President
Date Signed: _____	Date Signed: 7-29-24
ATTEST:	ATTEST:
By: _____	By: _____ Brandon D. Smid
Title: _____	Title: Associate

A.1.1.1. For purposes of this Agreement, the Principal is identified as Robert J. Babcock.

A.1.1.3. Charges for all personnel classifications shall include all travel time. There shall be no increased charge for overtime hours.

A.1.1.4. Charges for all personnel classifications in connection with providing depositions or court testimony shall be increased by a factor of 1.5. Charges for services so provided will include all travel time to and stand-by time at the location services are rendered. There shall be no increased charge for overtime hours.

A.1.2. REIMBURSABLE EXPENSES

A.1.2.1. Vehicle miles shall be charged at the rate of $0.58 per regular vehicle mile if a company owned vehicle, or actual cost of rental vehicles.

A.1.2.2. Air transportation costs shall be at incurred cost for commercial or charter air service.

A.1.2.3. Meals and lodging shall be charged at costs incurred by the ENGINEER.

A.1.2.4. 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 15% of the incurred cost.

A.2. MODIFICATIONS

A.2.1. Hourly rates and charges as set forth herein shall be adjusted on January 2nd of each calendar year, as applicable.

Recycling Transfer Center

Mitchell Public Works

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: August 5, 2024 **Requested By:**

Desired Action of City Council:

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

101-43120-43300 - $320,000, $965,000
101-43150-43307 - $115,000
101-43150-43343 - $520,000
602-43340-43334 - $122,000
602-43340-43338 - $250,000
604-43250-43346 - $95,000
604-43250-43343 - $265,000

Agenda Item:

Action to Approve Amendment to Agreement #A2023-06 with McLaury Engineering for 3rd & Railroad/Main Streetscape Construction Services Project #2022-26

Explanation/Background of Agenda Item Requested:

Amendment No. 1 to A2023-06 3rd and Main Streetscape Construction Services with McLaury Engineering, Proj No. 2022-26

The City of Mitchell approved construction phase services with McLaury Engineering at their February 21, 2023 council meeting for the 3rd and Main Streetscape project.

The attached amendment to this agreement adds additional services provided during the 3rd and Main project along with adding construction phase services for the Railroad and Main Streetscape project.

Unforeseen items during the 3rd and Main Streetscape project included additions to the sidewalk plan for ADA compliance, removing an existing asbestos wrapped heating pipe from beneath the intersection, modifications to the sidewalk near the Woolworth building to accommodate ADA requirements, and modification to the water main design due to existing underground conditions.

Construction phase services for the Railroad and Main Streetscape project includes water main, sanitary sewer, storm sewer, concrete curb and gutter and asphalt surfacing improvements. See attached map for project details.

McLaury Engineering will provide construction administration, observation, testing, and staking services. See attached amendment provided by McLaury Engineering for full information.

The full project budget will not be realized until the 2nd and 4th intersections are bid in late fall. If budgets are over at that time, staff will request to supplement the budget during the supplemental budget process.

Staff recommends City Council approval of the attached amendment with McLaury Engineering for construction services in an amount not to exceed $145,500.

July 25, 2024

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

RE: CITY OF MITCHELL - 3RD & MAIN STREETSCAPE IMPROVEMENT PROJECT CONSTRUCTION ENGINEERING AMMENDMENT PROPOSAL;

Dear Mr. Schroeder:

The following is a proposed amendment for construction engineering services for the City of Mitchell's 3rd & Main Streetscape Improvement Project. This amendment is proposed to cover the cost of additional services at the intersection of 3rd & Main due to design changes and construction scope changes, as well as to add services for the construction engineering of the Railway Avenue and Main Street Intersection Reconstruction, including the "Railroad & Main Sanitary Improvements Project No. 2024-21" as designed and bid by the City of Mitchell.

AMMENDED SCOPE OF SERVICES

The following scope of services builds on the original scope of services approved by the City of Mitchell in March of 2023. McLaury Engineering proposes to provide the additional following construction engineering services:

TASK 5: 3RD & MAIN ADDITIONAL SERVICES

McLaury Engineering will complete the following construction administration items:

a. Design and coordination of raised sidewalk platform, sidewalk, and railings in SW Quadrant
b. Coordination of removal of existing asbestos wrapped heating piping from beneath intersection
c. Coordination of Woolworth Building modifications to accommodate ADA grade changes
d. Modification of water main plan due to errors in mapping and coordination of construction

TASK 6: RAILROAD & MAIN CONSTRUCTION ADMINISTRATION

McLaury Engineering will complete the following construction administration items:

a. Review contract documents and shop drawings
b. Schedule and conduct preconstruction meeting
c. Submit monthly pay estimates
d. Participate in weekly construction meetings
e. Submit project change orders
f. Conduct substantial completion inspection
g. Submit final inspection punch list
h. Submit final inspection
i. Submit project closeout documents
j. Prepare and submit asbuilt plan set
k. Conduct 1 year warranty inspection

TASK 7: RAILROAD & MAIN CONSTRUCTION INSPECTION

McLaury Engineering will complete the following construction inspection items.

a. Daily construction inspection
   i. Daily notes – project personnel, weather, quantities for work being completed, and discussions / communications
   ii. Daily construction pictures
   iii. Coordination and correspondence with Contactor
   iv. Discussions with Project Manager
b. Weekly SWPPP Reporting
   i. Rainfall totals
   ii. Weekly SWPPP inspection
   iii. Notes for changes/needs to BMP
c. Project changes
   i. Report / record all plan changes: elevations, locations, materials, and sizes
   ii. Discuss change orders with Contractor, Project Engineer, and City of Mitchell

TASK 8: RAILROAD & MAIN MATERIAL ACCEPTANCE AND TESTING

McLaury Engineering will complete the following material acceptance and testing items.

a. Verify materials used on project meet City of Mitchell specifications
b. Provide proctor for soils and aggregate used on project
c. Trench density testing
d. Subgrade density testing
e. Basecourse density testing
f. Fresh concrete / strength testing

TASK 9: RAILROAD & MAIN CONSTRUCTION STAKING

McLaury Engineering will complete the following construction staking items.

a. Watermain staking
b. Sanitary sewer staking
c. Storm sewer staking
d. Subgrade grade staking
e. Basecourse grade staking
f. Concrete surfacing staking
g. Asbuilt survey

SCHEDULE

This additional scope is anticipated to be constructed in 2024. McLaury Engineering will provide construction engineering services from the notice to proceed to the final completion of the project.

TOTAL PROJECT COST

McLaury Engineering proposes to be compensated for this additional scope of services outlined in the Agreement on an "Hourly Not-to-Exceed Maximum Fee Amount" basis. McLaury Engineering will provide the scope of services for a total fee not to exceed **$145,500**. Fees do not include any state and city taxes. Any taxes will be in addition to the amount listed above.

Task 5	$20,200
Task 6	$25,600
Task 7	$83,900
Task 8	$8,800
Task 9	$7,000
Total :	**$145,500**

- If additional work is required due to changes in project scope, schedule, or other unforeseen circumstances, that work would be completed on an hourly basis at our standard hourly rates.

GENERAL PROVISIONS

- Per EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
- The proposal outlined in this letter is valid for thirty (30) days.

SPECIAL AND EXTRA SERVICES

Extra services will be provided in addition to those required to complete the design as requested by the OWNER. Such services include additional elements identified by the OWNER; additional information requested by the OWNER; special trips to the site requested by the OWNER; special services which may be required if the work is suspended or abandoned; or any special engineering services not required to complete the design which may be requested by the OWNER.

Payment to MCLAURY ENGINEERING, INC. as compensation for these services will be in addition to the contract amount identified above and shall be in conformance with our schedule of rates in effect at the time services are provided.

EFFECTIVE DATE OF CONTRACT

This contract shall be effective upon execution by the parties.

ACCEPTANCE

If you concur with the proposal outlined in this Letter of Agreement, please execute, and return to MCLAURY ENGINEERING, INC. Unless otherwise instructed by you in writing at the time you return the executed copy of this Letter Agreement, MCLAURY ENGINEERING, INC. will consider the executed Letter of Agreement as our notice to proceed.

SIGNATURE: _____ Date: _____

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____ Date: 7/25/2024

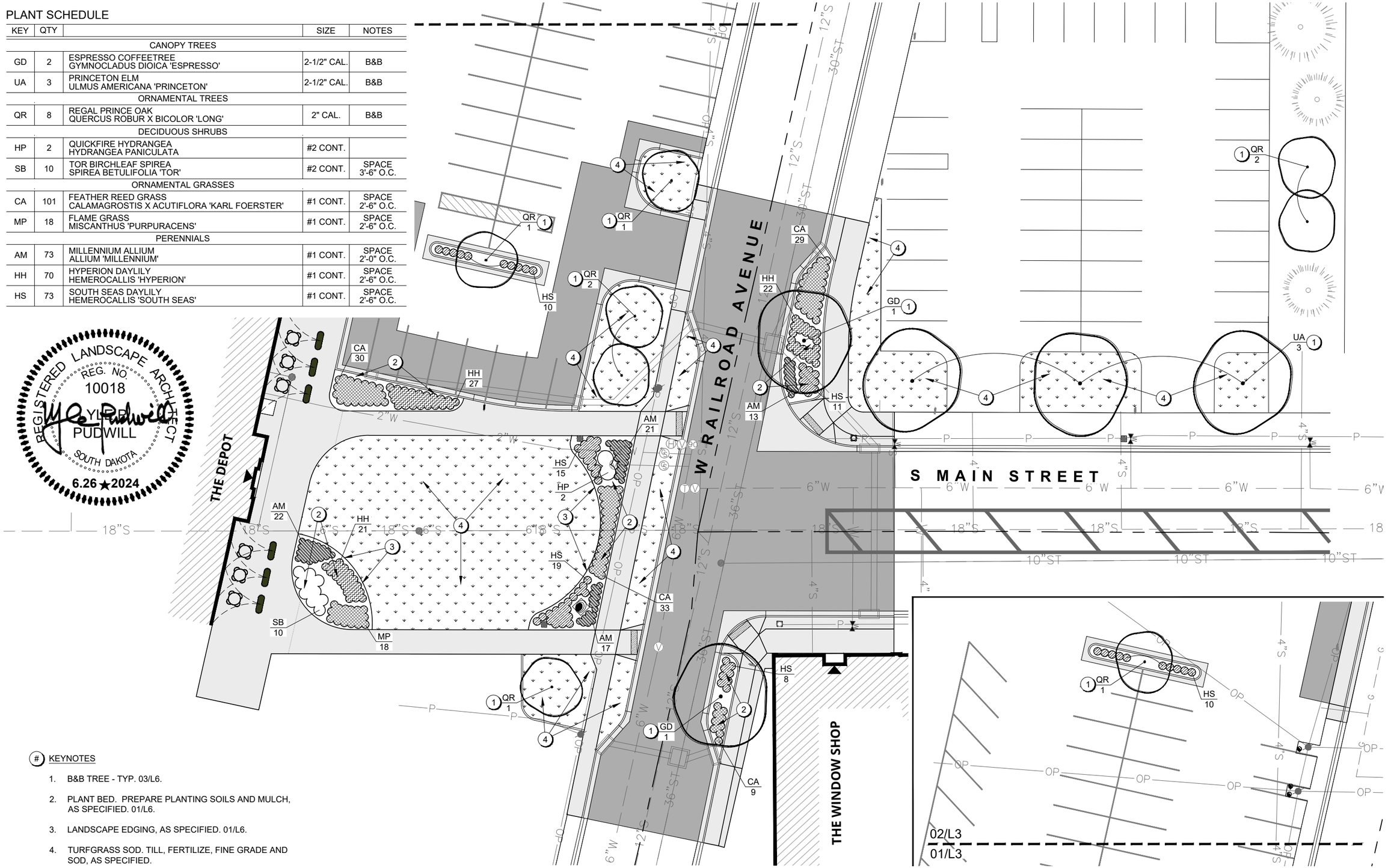
PRINTED NAME: Ryan J Murtha

TITLE: Senior Project Manager

PLANT SCHEDULE

KEY	QTY		SIZE	NOTES
		CANOPY TREES		
GD	2	ESPRESSO COFFEETREE GYMNOCLADUS DIOICA 'ESPRESSO'	2-1/2" CAL.	B&B
UA	3	PRINCETON ELM ULMUS AMERICANA 'PRINCETON'	2-1/2" CAL.	B&B
		ORNAMENTAL TREES		
QR	8	REGAL PRINCE OAK QUERCUS ROBUR X BICOLOR 'LONG'	2" CAL.	B&B
		DECIDUOUS SHRUBS		
HP	2	QUICKFIRE HYDRANGEA HYDRANGEA PANICULATA	#2 CONT.	
SB	10	TOR BIRCHLEAF SPIREA SPIREA BETULIFOLIA 'TOR'	#2 CONT.	SPACE 3'-6" O.C.
		ORNAMENTAL GRASSES		
CA	101	FEATHER REED GRASS CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	SPACE 2'-6" O.C.
MP	18	FLAME GRASS MISCANTHUS 'PURPURACENS'	#1 CONT.	SPACE 2'-6" O.C.
		PERENNIALS		
AM	73	MILLENNIUM ALLIUM ALLIUM 'MILLENNIUM'	#1 CONT.	SPACE 2'-0" O.C.
HH	70	HYPERION DAYLILY HEMEROCALLIS 'HYPERION'	#1 CONT.	SPACE 2'-6" O.C.
HS	73	SOUTH SEAS DAYLILY HEMEROCALLIS 'SOUTH SEAS'	#1 CONT.	SPACE 2'-6" O.C.

REGISTERED LANDSCAPE ARCHITECT
REG. NO. 10018
LYLE PUDWILL
SOUTH DAKOTA
6.26★2024



(#) KEYNOTES

1. B&B TREE - TYP. 03/L6.
2. PLANT BED. PREPARE PLANTING SOILS AND MULCH, AS SPECIFIED. 01/L6.
3. LANDSCAPE EDGING, AS SPECIFIED. 01/L6.
4. TURFGRASS SOD. TILL, FERTILIZE, FINE GRADE AND SOD, AS SPECIFIED.

01 L3 PLANTING PLAN

SCALE: 1"=30' 0' 15' 30' 60'

02 L3 PLANTING PLAN

CONFLUENCE

Main St. & Railroad Ave. Streetscape Improvements

Street and Utility Improvements for Main St. & Railroad Ave. Intersection

PLANTING PLAN

DESIGNED BY: LP
DRAWN BY: EE/LP ACAD FILE:
CHECKED BY: LP
REVISIONS:
DATE: 06/06/2024
BY: DATE:
BY: DATE:

110 N 1ST ST.
PARKSTON, SD 57366
PHONE: 605.928.7676
McLaury@Pgtwin.com
McLaury ENGINEERING

City of Mitchell

SHEET NO.
L3

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:	August 5, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	230-43500-43205, $202,252		
Agenda Item:	Action to Approve Agreement #A2024-34, AIP #3-46-4600-32-2024 for the Design of a Revenue Producing Hangar with SDDOT Aeronautics Division		
Explanation/Background of Agenda Item Requested:	Action to Approve Agreement #A2024-34 with the South Dakota Department of Transportation for the Design of A Revenue Producing Hangar The airport is requesting City Council accept and authorize the Mayor to sign an agreement with the South Dakota Department of Transportation for the design of a revenue producing hangar. The state will reimburse the City for 90% of projects costs not to exceed $84,600. Total project cost is estimated at $94,000 for a City share of $9,400. The proposed hangar will consist of three to four separate areas to store aircraft. Please see the attached location map for additional information. Staff recommends council approval of the attached agreement with the SD DOT and to authorize the Mayor to sign		

Airport Improvement Program (AIP) **Agreement Number _____**
Assistance Listings Number: 20.106
Federal Award Date: June 28, 2024

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE AND MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0037-32-2024

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Mitchell, South Dakota, referred to in this Agreement as the "SPONSOR."

1. BACKGROUND:

A. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Hundred Billion Dollars ($1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion ($550,000,000,000.00) towards new investments and programs.

B. The BIL continues the Airport Improvement Grants (AIP) to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

C. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Section Twenty Eight (28), Twenty Nine (29) and Thirty Three (33), of Township One Hundred Four North (104N), Range Sixty West (60W) of the Fifth (5th) Prime Meridian, Davison County, South Dakota, referred to in this Agreement as the "Airport."

D. The STATE concurs with SPONSOR'S development of the Airport.

E. The SPONSOR proposes the development of the Airport will consist of the following described revenue producing item(s), referred to in this Agreement as the "Project":

Construct Hangar (216' x 50') - Phase 1: Design

F. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as **Exhibit A**.

G. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. **3-46-0037-32-2024** are included in and incorporated into this Agreement by reference.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

2. TERM

The effective date of this Agreement is **June 28, 2024**. This Agreement will end five (5) years from the date of signature by the STATE.

3. PAYMENT

A. Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will reimburse the SPONSOR with allocated funds for ninety percent (90%) of eligible Project costs, not to exceed **Eighty Four Thousand Six Hundred Dollars and No Cents ($84,600.00).** The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0037-32-2024. The SPONSOR is responsible for the ten percent (10%) match. The STATE will make progress payments to the SPONSOR up to ninety percent (90%) of the eligible Project costs listed in this section. Once the eligible Project costs have reached 90% of the approved maximum limiting amount listed in this section, the STATE will withhold the remaining ten percent (10%) of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report. The SPONSOR will be one hundred percent (100%) responsible for the SPONSOR'S 10% match, any Project costs that are not eligible for reimbursement and any costs which exceed Eighty Four Thousand Six Hundred Dollars and No Cents ($84,600.00).

B. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.

C. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.

4. TERMINATION

A. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.

B. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:

i. The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.

ii. The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.

iii. The SPONSOR is default under any provision of this Agreement.

5. SPONSOR ASSURANCES

A. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.

B. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

C. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit

the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.

D. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

6. SPECIAL CONDITIONS

A. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.

B. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.

7. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

8. INDEMNIFICATION

The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.

9. SUBCONTRACTORS

The SPONSOR will include provisions in its subcontracts requiring its subcontractors 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 SPONSOR will cause its subcontractors, 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. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

10. FUNDING AVAILABILITY

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

11. AUDIT

The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.

12. EXAMINATION OF RECORDS

Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.

13. SINGLE AGENCY AUDIT

If the SPONSOR expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

14. AMERICANS WITH DISABILITIES

The SPONSOR will provide services in compliance with the American with Disabilities Act of 2016 and any amendments.

15. CERTIFICATION REGARDING LOBBYING

A. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

16. DEBARMENT

The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

17. COMPLIANCE

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.

B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

18. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell, South Dakota
Attn: Honorable Jordan Hanson
612 N. Main St.
Mitchell, SD 57301

19. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The SPONSOR (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the SPONSOR hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

20. SIGNATURE AUTHORITY

The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit B**.

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Mitchell, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

State of South Dakota
Department of Transportation

By: _____

Printed Name: Jack Dokken

Its: Program Manager

Date: _____

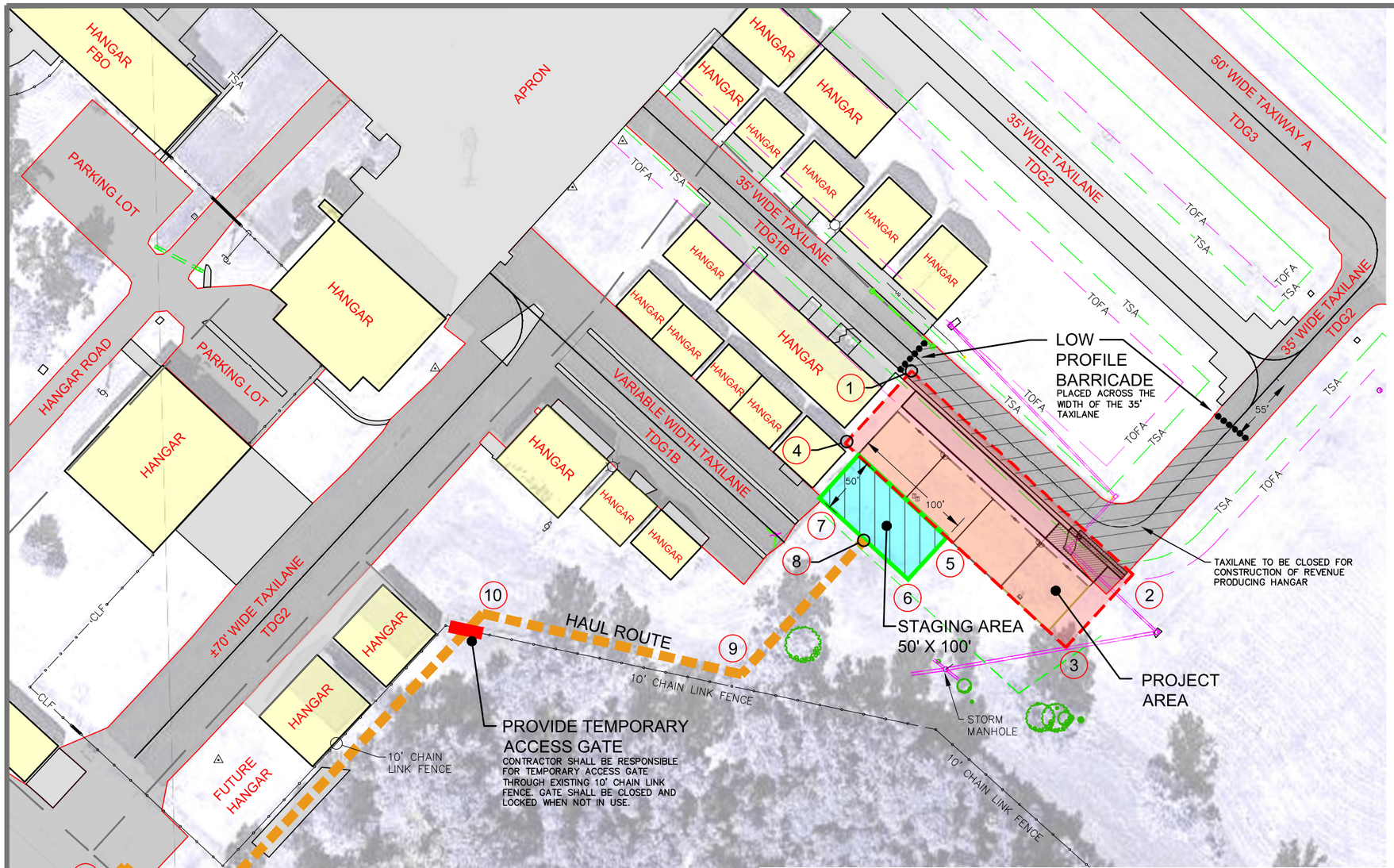
Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)



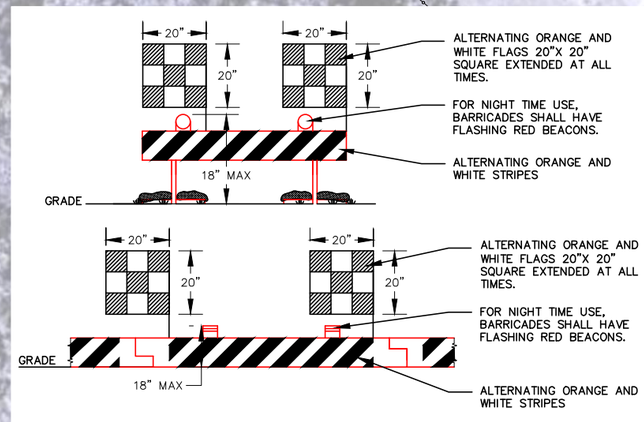
Project Legend

- RSA — RUNWAY SAFETY AREA
- OFA/OFZ — OBJECT FREE AREA/OBSTACLE FREE ZONE
- RPZ — RUNWAY PROTECTION ZONE
- SECTION LINE
- QUARTER LINE
- EXISTING FENCE
- OHE — OVERHEAD ELECTRIC LINE
- PROPERTY CORNER
- RUNWAY THRESHOLD LIGHTS
- RUNWAY LIGHTS
- TAXIWAY LIGHTS
- RUNWAY MARKERS/CONES
- LIGHT POLE
- BEACON
- POWER POLE
- SURVEY MARKER
- CULVERTS
- STORM SEWER MANHOLES
- DECIDUOUS TREE
- CONIFEROUS TREE
- EXISTING CONCRETE SURFACING
- EXISTING GRAVEL SURFACING
- BUILDINGS
- Project Area
- Equipment Parking & Staging Area
- Haul Route

N
W E
S

SCALE
11X17 1"=100'
24X36 1"=50'

100 0 50 100



LOW PROFILE BARRICADE DETAILS
NO SCALE

PROJECT AREA

Point Number	Full Desrciption	Longitude	Latitude	Point Elevation
1	PROJECT AREA	W98° 02' 19.05"	N43° 46' 05.94"	1292
2	PROJECT AREA	W98° 02' 16.98"	N43° 46' 04.30"	1290
3	PROJECT AREA	W98° 02' 17.51"	N43° 46' 04.32"	1291
4	PROJECT AREA	W98° 02' 19.45"	N43° 46' 05.63"	1291

STAGING AREA

Point Number	Full Desrciption	Longitude	Latitude	Point Elevation
4	STAGING AREA	W98° 02' 19.45"	N43° 46' 05.63"	1290
5	STAGING AREA	W98° 02' 18.44"	N43° 46' 14.82"	1290
6	STAGING AREA	W98° 02' 19.02"	N43° 46' 04.40"	1289
7	STAGING AREA	W98° 02' 19.90"	N43° 46' 05.09"	1289

HAUL ROUTE

Point Number	Full Desrciption	Longitude	Latitude	Point Elevation
8	HAUL ROUTE	W98° 02' 19.28"	N43° 46' 04.61"	1289
9	HAUL ROUTE	W98° 02' 20.51"	N43° 46' 03.12"	1292
10	HAUL ROUTE	W98° 02' 24.10"	N43° 46' 03.70"	1292
11	HAUL ROUTE	W98° 02' 26.98"	N43° 46' 01.51"	1290
12	HAUL ROUTE	W98° 02' 28.60"	N43° 46' 01.97"	1289
13	HAUL ROUTE	W98° 02' 24.16"	N43° 45' 58.29"	1289

No.	Revisions	Date

I Hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the law of the State of South Dakota. Registration No.

416 Production St N.
P.O. Box 111.
Aberdeen, S.D. 57402
Phone: 605.225.1212
Fax: 605.225.3189
Email: bobb@helmsengineering.com

Helms & Associates
CIVIL ENGINEERS & LAND SURVEYORS

CONSTRUCTION SAFETY PHASING PLAN

REVENUE PRODUCING HANGAR
MITCHELL MUNICIPAL AIRPORT
MITCHELL SOUTH DAKOTA

Drawn By:	WRD/CDH
Chk' By:	BBE
Proj. No:	1
Dwg. No:	9432-PNT
VP. No:	9432-PNT - Sheet 13
Date:	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:	August 5, 2024	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	203-45220-43310, $1,000,000		
Agenda Item:	Action to Approve Agreement #A2024-35, Notice of Grant Requirements with North American Wetlands Conservation Act (NAWCA)		
Explanation/Background of Agenda Item Requested:	Action to Approve Agreement #A2024-35 with North American Wetlands Conservation Act (NAWCA) Notice of Grant Requirements. If the attached document is approved, the City of Mitchell agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation to ensure the long-term conservation of the Property and to obtain the consent of the US Fish and Wildlife Service Division of Bird Habitat Conservation (DBHC) prior to the sale, conveyance or encumbrance of any portion of the 330-acre portion of the Kelley property that was included in the grant project. If any interest of the 330-acre portion of the property is converted, sold, conveyed, or otherwise encumbered, an “attributable share” may be owed to DBHC. The terms of this Notice shall run with the property interest and be binding upon the City of Mitchell and its designees and successors. Staff recommends Council approval and to grant authorization for the Mayor to sign.		

Prepared by: Joe Schroeder
Name of Entity: City of Mitchell
Address: 612 North Main St., Mitchell SD 57301
Phone Number: 605-770-8714

Notice of Grant Requirements:

The city of Mitchell, South Dakota, is the owner of a certain piece or parcel of land, "The Kelley Property", located in Davison County, South Dakota, more particularly described in Exhibit A attached hereto and made part hereof (the "Property"). The City of Mitchell acquired a 330-acre portion of the Property as match for North American Wetlands Conservation Act funds pursuant to a Grant Agreement between the US Fish and Wildlife Service and the City of Mitchell, South Dakota, the "Firesteel Creek" project, dated 11/25/2020, Agreement Number: F20AP10263-01, a copy of which is kept at the Division of Bird Habitat Conservation (DBHC), US Fish and Wildlife Service, 1849 C Street, NW, Washington, DC 20240 and at the office of the City of Mitchell, 612 North Main Street, Mitchell, SD 57301. This property was conserved in order to protect important wetland, grassland and riparian habitat on a 330-acre portion of the Kelly Property to benefit wildlife, improve water quality, provide outdoor recreational opportunities to the public and provide other conservation benefits. The City of Mitchell hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation to ensure the long-term conservation of the Property and to obtain the consent of the US Fish and Wildlife Service DBHC prior to the sale, conveyance or encumbrance of any portion of the 330-acre portion of the Kelley property that was included in the grant project. If any interest of the 330-acre portion of the property is converted, sold, conveyed, or otherwise encumbered, an "attributable share" may be owed to DBHC. The terms of this Notice shall run with the property interest and be binding upon the City of Mitchell and its designees and successors.

In witness whereof the City of Mitchell has set its hand and seal this day___ of_____ , 2024 .

By:_____

Its:

DULY AUTHORIZED

STATE OF South Dakota, COUNTY OF Davison

On this day_____ of _____, 2024, before me personally appeared _____, to me personally known, who, being by my duly sworn did state that _____is the _____of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation

_____

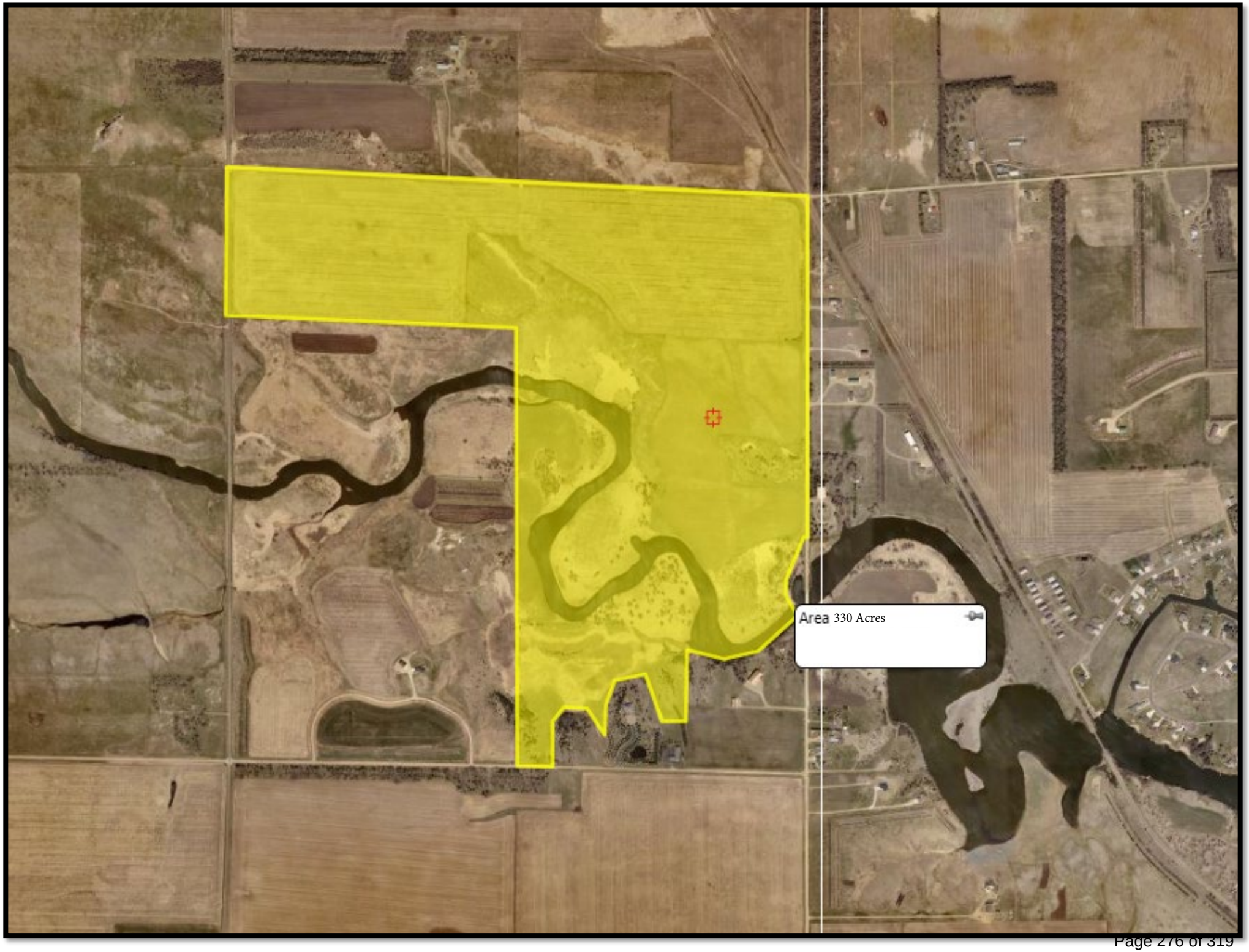
Exhibit A

North Half (N ½) of the Northwest Quarter (NW ¼) of Section Thirty-six (36), Township One Hundred Four (104) North, Range Sixty-one (61), West of the 5th P.M., Davison County, South Dakota.

Northeast Quarter (NE ¼), including Irregular Tract No. One (1) located therein of Section Thirty-six (36), Township One Hundred Four (104) North, Range Sixty-one (61), West of the 5th P.M., Davison County, South Dakota.

North Half (N ½) of the Southeast Quarter (SE ¼) except Irregular Tract One (1) therein of Section Thirty-six (36), Township One Hundred Four (104) North, Range Sixty-one (61), West of the 5th P.M., Davison County, South Dakota & Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) except the West Two Hundred Eight and Three Quarter feet (208 ¾') of the South Two Hundred Eight and Three Quarter feet (208 ¾') of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) and except Lot One (1) of DN & KN Addition in the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) and also within the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Thirty-six (36), Township One Hundred Four (104) North, Range Sixty-one (61), West of the 5th P.M., Davison County, South Dakota and except Kelley Tract Two (2), a subdivision of the South Half of the Southeast Quarter (S ½ SE ¼) located therein of Section Thirty-six (36), Township One Hundred Four (104) North, Range Sixty-one (61), West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) except Kelley Tracts One (1), One A (1A) and Two (2), a subdivision of the South Half of the Southeast (S ½ SE ¼) located therein of Section Thirty-six (36), Township One Hundred Four (104) North, Range Sixty-one (61), West of the 5th P.M., City of Mitchell, Davison County, South Dakota.


Area 330 Acres

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:	August 5, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-50, Creating Tax Increment District 37		
Explanation/Background of Agenda Item Requested:	This proposed TIF District #37 relates to the JT Carpentier Properties LLC business relocation and expansion. The primary purpose of the TIF is to utilize the increment generated to reimburse the costs of improving the site and related project expenses. 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 July 22, 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 37 are contained within the proposed resolution.		

RESOLUTION R2024-50

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

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Thirty-Seven (TID 37) 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 July 22, 2024 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

WHEREAS the City of Mitchell Planning Commission after said hearing has recommended the proposed plan for Tax Incremental District Number Thirty-Seven 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 August 5, 2024, the City of Mitchell Tax Incremental District Number Thirty-Seven (TID 37). TID 37 is legally described as follows:

   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 S ½ of Section 22, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota..

   with a map showing said boundaries included in the Project Plan presented to Council on August 5, 2024.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 37 was held on July 22, 2024.

3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:
   a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
   b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 37;
   c. Pursuant to SDCL 11-9-13, the project plan for TID 37 includes information satisfying each of the 5 requirements contained therein;

d. Pursuant to SDCL 11-9-16, the project plan for TID 37 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 37 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.

4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.

5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.

6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Thirty-Seven Fund (TID 37 Fund).

7. All tax increments collected pursuant to TID 37 shall be deposited into the TID 37 Fund.

8. All funds in the TID 37 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.

9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.

10. The project plan is on file with the City of Mitchell Finance Officer.

11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

Adopted by the Mitchell, South Dakota City Council in regular session this ____ day of August, 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 37

City of Mitchell, SD

Economic Development Project Plan
In conjunction with

JT Carpenter Properties LLC, Developer

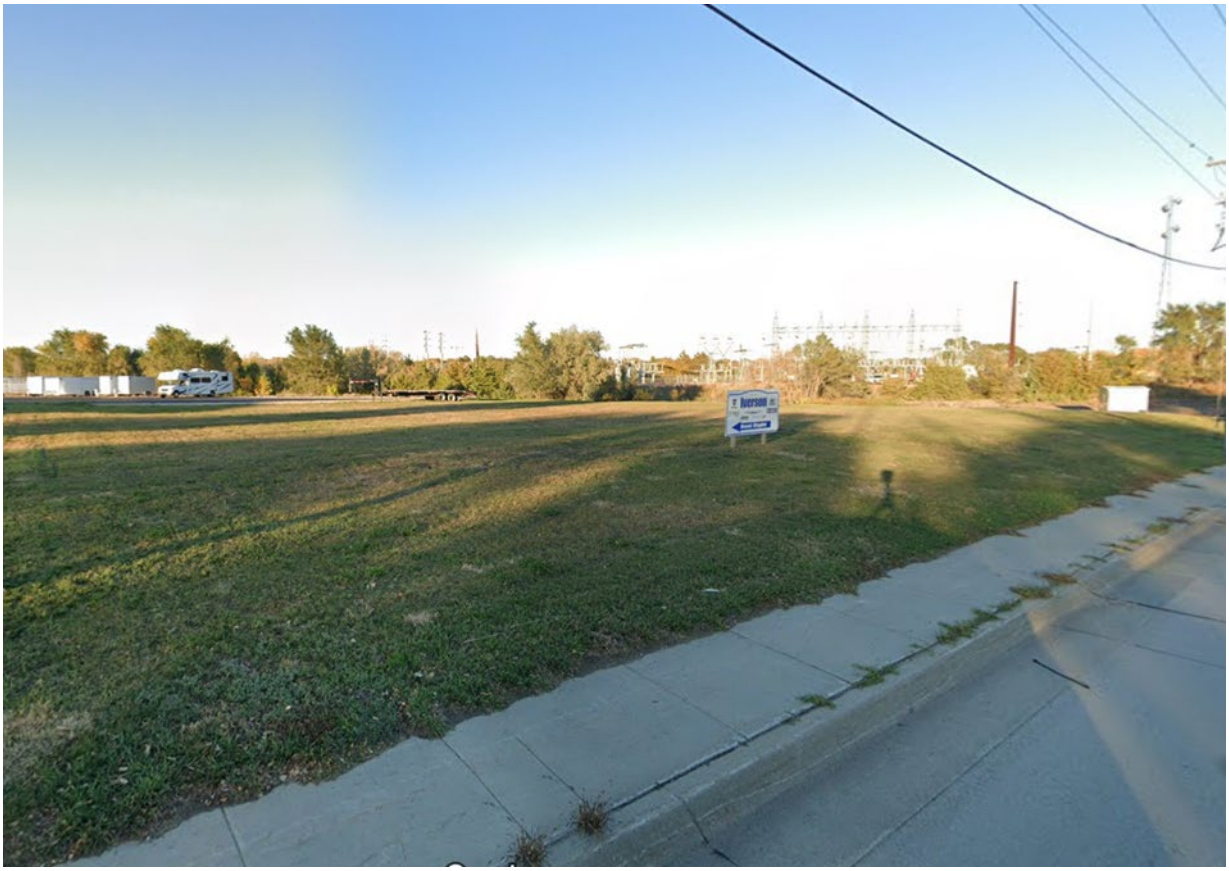


Table of Contents

Introduction 3
General Definitions as used in this Plan 3
Property within Tax Increment District #37 5
Creation of City of Mitchell, South Dakota TID #37 6
Taxable Value of City of Mitchell.....6
Kind, Number, Location and Detailed Costs of Proposed.....8
Costs of Public Works or Improvements 8
Expenditures Exceeding Estimated Cost 9
Developer's Agreement 9
Detailed List of Estimated Project Costs 11
Feasibility Study 11
Economic Development Study.....11
Fiscal Impact Statement 11
Method of Financing, Timing of Costs and Monetary Obligations.....11
Maximum Amount of Tax Increment al Revenue.....12
Duration of Tax Incremental Plan 12
Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions 12
Conditions Map, Improvements Map, Zoning Change Map 12
List of Estimated Non-Project Costs 13
Statement of Displacement and Relocation Plan 13
Performance Bond, Surety Bond or other Guaranty.....13
List of Schedules.....13
List of Attachments.....13
Schedule 1 - "Detail of Project Costs".....14
Schedule 2 - "Economic Feasibility Study".....15
Schedule 3 - "Economic Development Study" 18
Schedule 4 - "Fiscal Impact Statement".....19
Schedule 5 - "Estimated Captured Taxable Values" 20
Attachment 1.....22
Attachment 2.....23
Attachment 3.....24
Attachment 4.....25

Introduction

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within Davison County, South Dakota, and is located within the city limits of the City of Mitchell.

As such, the creation of City of Mitchell TIF #37 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City of Mitchell Planning and Zoning Commission along with the City Council.

The purpose of this Plan, to be implemented by the City of Mitchell, South Dakota is to satisfy the requirements for a Tax Increment District Number #37 as specified in SDCL Chapter 11-9. 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. The Plan will describe the boundary, estimated costs, feasibility and fiscal impact of the District.

This Plan was prepared for adoption by the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development and accomplish the City's development objectives for improving the continued viability by promoting economic development within the City, and specifically one of the City's expanding business district corridors.

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 and redevelopment, and to promote economic development throughout the District. Portions of the tentative project as described in this Project Plan will not proceed and are not economically feasible but for the use of Tax Incremental Financing. Without Tax Increment Financing, those specific portions of the project which will: (1) allow for additional employment opportunities; (2) an existing local business expansion; and (3) continue development/redevelopment of an existing business corridor within the Southeast portion of Mitchell that was at one time a busy business corridor that became a blighted area and is now on the rebound with new business developments, all of which will not be completed without a TIF.

Development in the area is anticipated to occur starting in the fall of 2024, with the potential for tax increment financing to provide the impetus and means to undertake this development at faster pace than might occur otherwise, but more importantly to ensure that one of the City's core business district corridors, located at one of the gateway entrances to the City, is revitalized.

General Definitions as used in this Plan

The following terms found in this Plan are defined as the following:

"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 or Economic Development" SDCL § 11-9-8.

(1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, 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, agricultural, or natural resources; and

(2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

"City Council" means the City of Mitchell, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means JT Carpenter Properties LLC.

"Developer's Agreement" means the agreement between Developer and 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 for City of Mitchell.

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the Mitchell City Council, South Dakota.

"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.

"Plan" means this Project Plan.

"Planning Commission" means the Mitchell City Planning Commission South Dakota

"Project Costs" means any expenditure or monetary obligations by City of Mitchell, 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 City of Mitchell in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as

recommended pursuant to SDCL§ 11-9-1 3.

"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 County 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 County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #37.

"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.

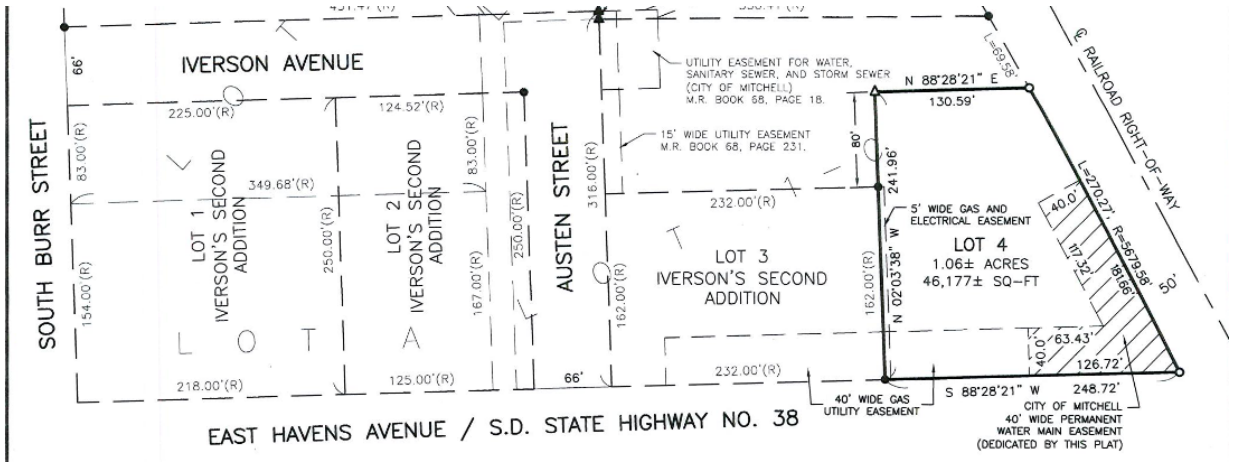
Property within Tax Increment District #37

The real property to be located within the Tax Increment District is legally described as follows:

> 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 S ½ of Section 22, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Developer will be, upon completion of the purchase of the real property, the sole owner of all real property to be included in the TIF District.

A map of the TIF boundary area (the perimeter being **bolded**) is as follows:



Creation of City of Mitchell, South Dakota TID #37

Developer has entered into an agreement to purchase certain real property located in the City of Mitchell for the construction of a new commercial building. The purchase of the real property is conditioned upon this TIF project being approved by the City. Developer has approached officials with City of Mitchell regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist with Project Costs associated with the development of the real property, all as set forth in this Plan. As presented by the Developer, the TID will consist of one phase, as follows:

The purchase of real property consisting of 1.06 acres, more or less, for the purpose of constructing a new, 12,640 square foot commercial building to house Interstate Glass & Door. The project will include the construction of an 80' x 158' pre-engineered metal building. There are issues with bringing public utilities to the site, which will increase the costs of building on the site. Once completed, the building and site improvements will allow Interstate Glass & Door to expand its existing business to allow them to employ a minimum of 3 new employees in addition to the company's existing 4 employees. The purchase of the real property, construction of the new building, and employment of additional employees will not happen without the TIF being approved.

Timing and weather permitting, Developer intends to begin remodel/construction on the new building in the fall of 2024 with a completion date sometime in early 2025.

Taxable Value of City of Mitchell

State law requires that tax increment districts cannot exceed ten percent of the taxable value of City of Mitchell. The current value for City of Mitchell is approximately $1,486,087,639. The base value of the taxable property for inclusion into this Tax Incremental District #37, as per the Director of Equalization's records is approximately $79,766.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Total base value of active TIF Districts in 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
37	$79,766
Total Base Value(s)	$23,437,663

The total value of all active TIF districts in City of Mitchell is less than ten (10) percent of total taxable value in the City. Using the estimates provided, with TID #37 included, the total Tax Increment Districts combined is less than 2% when compared to the *2023* Taxable Valuation.

Kind, Number, Location and Detailed Costs of Proposed Public Works and Improvements. SDCL § 11-9-13(1).

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. The Project Costs may, in any TIF, 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.

The City is working to develop an economic and competitive base to benefit the City and the State of South Dakota 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 economic development which 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 City 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 the Developer, that being to continue development in an area of town that is seeing present growth and opportunities develop adjacent to one of Mitchell's primary inlets from the East. The new structure will permit the developer to employ a minimum of 3 new positions in addition to their already existing employees.

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.

Although the estimated costs of the Project are approximately $1,724,660 (which includes the cost of purchasing the real property and certain infrastructure costs associated with the Project), Developer is requesting a TIF in the amount of $519,347, and will pay the remaining costs through commercial financing. The requested TIF amount is set forth in the table below:

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	$519,347	11-9-15(8)
Eligible Project Costs		$519,347	

[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 fixture s; 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 $519,347.

*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 $519,347 will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When 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 Developer's Agreement with Developer with the following as the guidelines for the Agreement:

Financing Terms:

- Amount. The total amount of the TIF will not exceed $519,347.
- Interest Rate. The developer is not seeking to recover any interest cost through this TIF.
- 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 $519,347 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 economic development, the TIF will not be finalized and will cease to exist.
- Developer will waive its right to the discretionary tax abatement for this Property.

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 Developer's Agreement 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 $519,347 will be the maximum amount the City will ever pass on acting as a conduit for TIF #37_ 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 construction of 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 $519,347 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 no have 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 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, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and 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.

Developer Terms:

- JT Carpenter Properties LLC will act as the Developer and all TIF proceeds will flow to Developer.
- Developer will certify the costs to the City for reimbursement.
- The City of Mitchell 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 $5,000.00 in a calendar year.
- The Developer agrees to waive the discretionary formula for all construction within the TIF.

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 and agricultural development as evidenced by the Economic Development Study attached as Schedule 3.

Fiscal Impact Statement

Attached is Schedule 4, a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the TIF advances 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 #37 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 $519,347 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 and the extinguishment of TIF monetary obligations, 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 2023 taxes payable in 2024. 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 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

Changes to the City of Mitchell Comprehensive/Master Plan/ Map, Building Codes & County Ordinances per SDCL § 11-9-16(4)

No changes to City ordinances nor the City Master Plan are required.

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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
Project Costs	$1,724,660
TOTAL	$1,724,660

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 - Estimated Project Cost

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 - Descriptions of Real Property

Attachment 2 - Conditions Map, SDCL § 11-9-16(1)

Attachment 3 - Improvements Map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

Schedule 1 – "Detail of Project Costs"

Kind of Project	Number of Projects	Location[1] 1 above	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	1	District	$519,347	11-9-15(8)
Eligible Project Costs			$519,347	

*See statutory references on Page 9 of this Project Plan.

Estimates TID Eligible of Project Costs Requested

The City of Mitchell has determined that this will be an economic development Tax Increment District, thus the eligible cost will be in the form of a grant that will not exceed $519,347. This is a permitted use under SDCL 11-9-15.

	JT Carpenter LLC Developer Costs		
	Total Costs	Non-Project Costs	TIF Eligible Costs
Building	$ 511,711.00	$ 511,711.00	$ -
Concrete	$ 135,625.00	$ 67,812.50	$ 67,812.50
Concrete Pads	$ 32,685.00	$ -	$ 32,685.00
Plumbing (Sewer & Water)	$ 185,652.00	$ -	$ 185,652.00
Overhead Doors	$ 37,100.00	$ 37,100.00	$ -
Electrical	$ 36,500.00	$ 36,500.00	$ -
Interior Buildout	$ 50,000.00	$ 50,000.00	$ -
Liner Panel	$ 35,000.00	$ 35,000.00	$ -
Dirt Work	$ 315,636.00	$ -	$ 315,636.00
Storefront	$ 35,265.00	$ 35,265.00	$ -
Engineering Fees	$ 10,000.00	$ -	$ 10,000.00
Asphalt	$ 110,250.00	$ -	$ 110,250.00
HVAC	$ 100,000.00	$ 100,000.00	$ -
Excise Tax	$ 22,109.52	$ -	$ 22,109.52
Professional Fees	$ 25,000.00	$ -	$ 25,000.00
Contingency @ 5%	$ 82,126.68	$ 82,126.68	$ -
TOTAL	**$ 1,724,660.20**	**$ 955,515.18**	**$ 769,145.02**

Schedule 2 - "Economic Feasibility Study"

Developer has approached the City of Mitchell regarding the possibility of creating a Tax Incremental Financing District to assist with help in offsetting the costs associated with the purchase of real property and the construction of public infrastructure for a new pre-engineered metal building to house the Interstate Glass & Door business.

Construction Project

The current taxable value of the real estate is approximately $79,766. Developer is projecting an increase in the assessed value of the property when all construction has been completed in an additional amount of $1,600,000, for a total taxable value of $1,679,766.

Building construction costs will consist of the following:

- Building furnish materials associated with an 80; x 158' Behlen Mfg. Co. pre-engineered metal building
- Design costs
- Roof panels
- Wall panels
- Wall insulation
- Roof insulation
- Framed openings
- Walk doors; and
- Overhead doors

The construction of the new building will result in the creation of new jobs, will help develop an open area within the city limits of Mitchell, South Dakota, and will help to fill open spaces between other existing businesses. However, the real estate to be used for the project and the improvements to the real estate will not be made but for the TIF being approved, which will significantly decrease the number of new employment positions created by Developer. The new building will also allow Developer to hire additional employees and create new job opportunities for its business. It is estimated that the expansion will create a minimum of 3 new jobs for the Mitchell area.

The City has been asked to create a Tax Increment District to help offset a portion of the construction costs associated with Project (the "Project Costs"). This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9), with the balance of the costs to be paid by the Developer. Tax increment financing is an indispensable self-financing tool 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 property is currently taxable at approximately $79,766. The improvements to be made to the property are estimated to add approximately $1,600,000 to the value of the building and, when taking into account the Davison County “factor” for this type of property, approximately $1,460,800 to the tax assessed valuation. The estimated increment resulting from the improvements would be approximately $27,000 annually in new taxes once fully developed.

All of the Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the Developer is projecting that the construction of the building will be fully completed by April 1, 2025. It is anticipated that the Developer will procure financing to fund the TID improvements through Developer-advanced funds, however, should the self-funding become unfeasible, the Developer may seek other financing at Developer’s sole risk and expense. Developer shall not use TIF proceeds for any interest or fees associated with any such alternative financing. The City at no time shall ever be responsible for any loan the Developer secures. The City's role is to simply act as a conduit for the tax revenue and pass on all positive increment to the Developer, of which, will never exceed $519,347 in total payments, or 20 years, whichever comes first.

A portion of the development within the District could qualify for the discretionary tax abatement. However, City of Mitchell TIF regulations require a developer to waive the “real property” discretionary formula as a condition of approving a TIF. Developer is aware of this requirement.

For purposes of this Project Plan, it is anticipated no increment generated by City TID #37 will be available until calendar year 2026 and thereafter. The calculation of the estimated tax increment valuation and tax generated for City of Mitchell TID #37 is presented in the table on the following page.

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TID TAX REVENUE ESTIMATES AVAILABLE
FOR CITY OF MITCHELL TID #37

Revenue Assumptions / Feasibility Study

Levies are based on 2023 payable in 2024

Construction Year	Valuation Year	Revenue Year	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
2024	2025	2026	$ 1,600,000.00	$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 27,334.05
2025	2026	2027		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 54,668.10
2026	2027	2028		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 82,002.15
2027	2028	2029		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 109,336.21
2028	2029	2030		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 136,670.26
2029	2030	2031		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 164,004.31
2030	2031	2032		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 191,338.36
2031	2032	2033		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 218,672.41
2032	2033	2034		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 246,006.46
2033	2034	2035		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 273,340.51
2034	2035	2036		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 300,674.56
2035	2036	2037		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 328,008.62
2036	2037	2038		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 355,342.67
2037	2038	2039		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 382,676.72
2038	2039	2040		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 410,010.77
2039	2040	2041		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 437,344.82
2040	2041	2042		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 464,678.87
2041	2042	2043		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	$ 492,012.92
2042	2043	2044		$ 1,600,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 27,334.05	**$ 519,346.98**
2043	2044	-										
2044	-	-										

Valuation Increment * Non-Ag Factor * Total Mill Rate

True & Full Value of Improvements	$ 1,600,000.00
Assessed Value of Improvements	$ 1,460,800.00

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.

Schedule 3 - "Economic Development Study"

SECTION 1 - INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within City limits. 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, 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.

SECTION 2 - STUDY AREA BOUNDARY

The Study area is described as the area depicted on the map attached to this Study (Attachments 1 and 2).

SECTION 3 - ESTABLISHING ECONOMIC DEVELOPMENT & BLIGHT MITIGATION

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The area making up the boundaries of proposed City of Mitchell TID #37 currently consists of an empty lot that, because of where it is situated, will remain difficult to develop as the result of the costs associated with bringing public utilities to the lot. Developer plans to purchase the lot, construct a new commercial building, and relocate its existing commercial business. Because of its move to a larger building, Developer will have the capacity to add a minimum of 3 new full-time jobs to its work force.

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

It is specifically found that once the improvements set forth within City of Mitchell TID #37 Project Plan are commenced the improvements enhance significantly the value of substantially all of the other real property in the District and will help the entire City core business district continue to develop, adding sales tax dollars to the City and to the State of South Dakota.

SECTION 5 - CONDITIONS WITHIN THE STUDY AREA; LAND USE AND PLANNING LAND USE, PLANNING AND COMPREHENSIVE PLAN

The City of Mitchell Comprehensive Plan is consistent with the proposed use of the District.

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, 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 study area currently consists of a bare lot located within an expanding commercial business district to the City of Mitchell. The Developer is purchase a bare lot and construct a new commercial building located within one of the "gateways" to the City of Mitchell.

In accordance with State Law, the following addresses specific characteristics of economic development are found within the Study Area with corresponding portions of 11-9-8 and 11-9-11:

The investment of more than $1,500,000 in the study area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce during the construction period. More than fifty percent, 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 commerce. The development will cause more employment and will transform a blighted lot into a commercial business setting. The completion of the project will generate additional economic activity through retail commerce and development.

Schedule 4 - "Fiscal Impact Statement"

Fiscal Impact Statement City of Mitchell- Tax Increment District #37

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 § 11-9-13 (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 37.

"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 resulting from the construction of a new building to be located upon the property which, at completion, will increase the taxable value of the property to approximately $1,600,000.
(2) The average tax levy of all taxing districts will be $18.7117 per thousand dollars of taxable valuation.
(3) Tax increment will start to be collected in 2026 and end prior to 2044.
(4) The discretionary formula will be waived by Developer.

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
Land/Existing Improvements	$79,766	0
Additional Improvements	$0	$ 1,600,000
Total Positive Increment	$0	$ 1,600,000

Schedule 5 - "Estimated Captured Taxable Values"

For purposes of this Project Plan, Developer assumes that **Developer will elect not to use the real property tax discretionary formula** currently utilized in City of Mitchell, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5).

It is further assumed, for purposes of this Plan, that the purpose of the property and construction of the new commercial building will be completed by spring of 2025, with the improvements estimated to be assessed in the approximate amount of $1,600,000, which will generate approximately $27,000 in annual real property taxes upon completion.

*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 $519,347 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2026, 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:

2023 Property Tax Rate	
2023 Payable in 2024	**$ per $1,000 assessed**
Davison County	$3.5199
City of Mitchell	$4.5328
JR Water	$.058
School District	$10.601
Total Tax Levy	**$18.7117**

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to fund the requested grant as a result of implementing the Project Plan.

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Attachment 1

Description of Real Property:

The real property to be located within the Tax Increment District is legally described as follows:

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 S ½ of Section 22, Township 103 North, Range 60 West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Attachment 2

Conditions picture for City of Mitchell Tax Incremental District #37, SDCL § 11-9-16(1)

The following are pictures showing the current conditions of the proposed location of TIF #37:

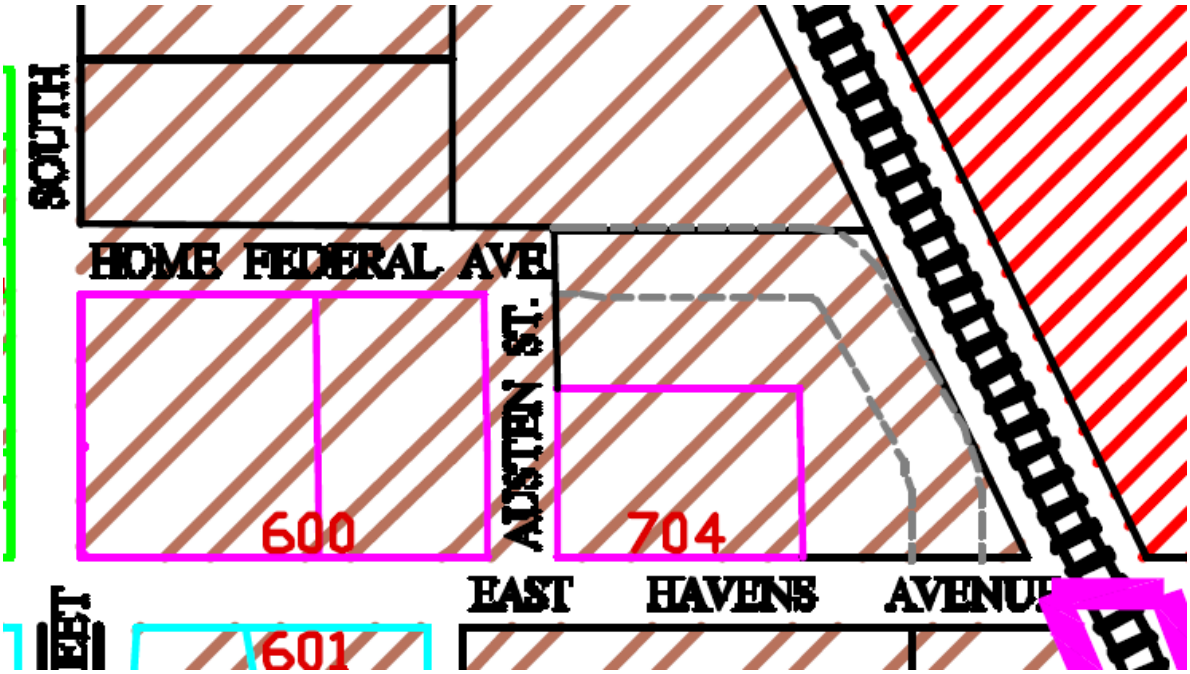
Attachment 3

Improvements map for City of Mitchell Tax Incremental District #37, SDCL § 11 -9-16(2).

Attachment 4

Zoning Change Map for City of Mitchell Tax Incremental District #37, SDCL § 11-9-16(3).

- No proposed changes as the property is currently zoned as Highway Business.



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 July 22, 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-seven (37).

The following real property is to be included in this district and is legally described as follows:

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;

LOT 1-C WITHIN LOT C IN THE SOUTH ½ OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M. EX LOTS 1 THROUGH 4 IVERSON'S 2ND ADDITION AND EX THAT PORTION PLATTED AS AUSTEN ST & HOME FEDERAL AVE (NOW IVERSON AVE), ALL IN SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA;

AUSTEN ST BEGINNING AT THE NORTHERN INTERSECTION WITH E HAVENS AVE NORTH TO INCLUDE THE INTERSECTION OF AUSTEN ST AND IVERSON AVE;

IVERSON AVE BEGINNING AT THE EASTERN INTERSECTION WITH S BURR ST EAST TO INCLUDE THE INTERSECTION OF IVERSON AVE AND AUSTEN ST;

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 August 5, 2024 at 6:00 pm in the City Hall Council Chambers.

Dated this 3rd day of July, 2024.

_____
Michelle Bathke – Finance Officer

Published once:10th day of July, 2024
Approximate publication cost: _____

680
IVERSON AVE
AUSTEN ST
704
616
Lot 4
+/- 1.06 Acres
E HAVENS AVE
713
S CAPITAL ST
TRAILER COURT

704 E HAVENS AVE
SD HWY 38
SD HWY 38
SD HWY 38
713 E HAVENS AVE
UNKNOWN

City of Mitchell | **City Administrator**
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

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.

City of Mitchell | City Administrator
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8143
CityOfMitchell.org

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

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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

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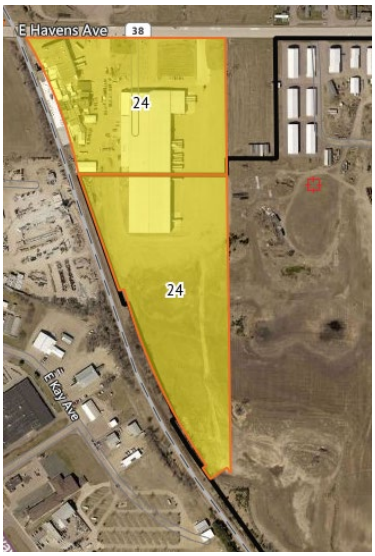
23: Vantage Point

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

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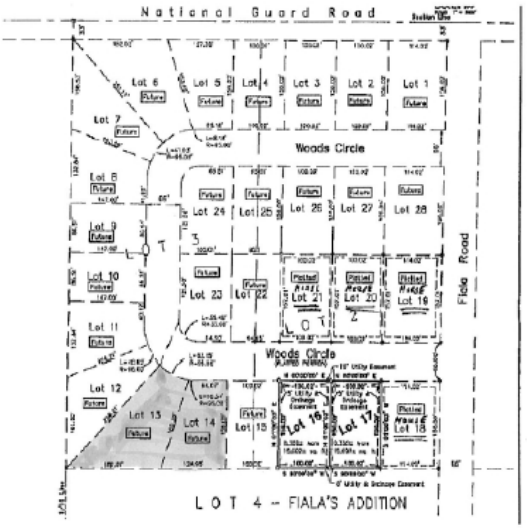
TIF 27: Fiala Housing Development

Figure 1. TID 27 Boundary

Mitchell TIF District 27 Boundary Map

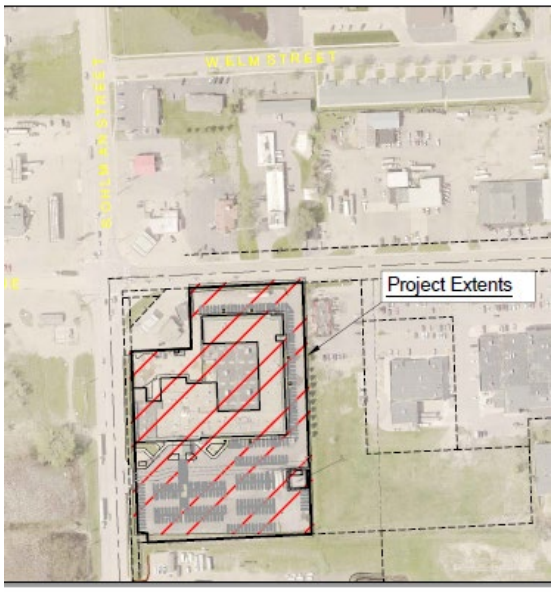


Excluded from TIF Boundaries

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

Sec 28 - T103N, R60W



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

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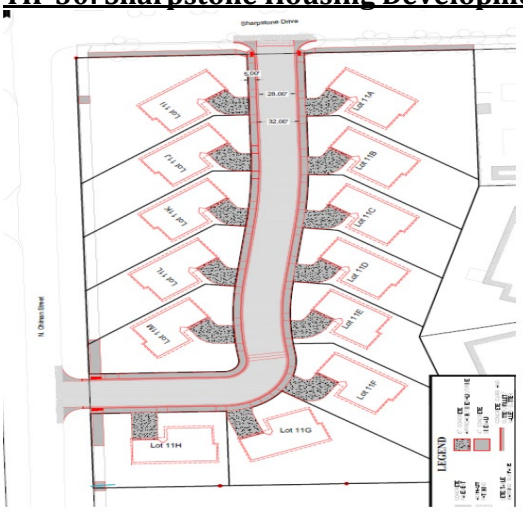
TIF 29: Woolworth Building

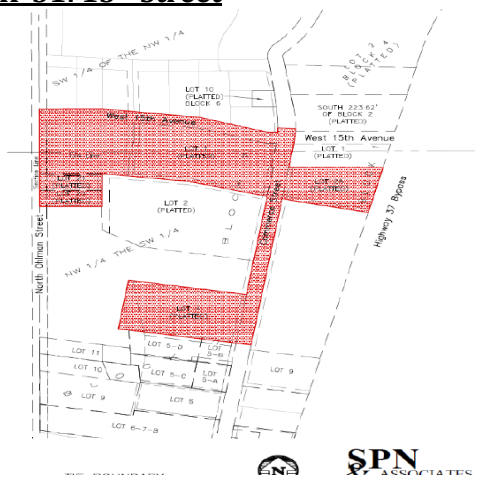
Established:	2023
Maturity Date:	2043
Approved in TIF:	$527,257
Total Paid (Grant):	$0
Base Value	$397,815
Current Value:	$548,904
Current Increment (to date):	$0

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

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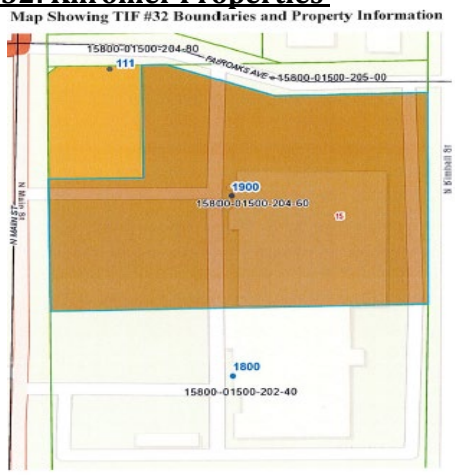
TIF 32: Khromer Properties



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

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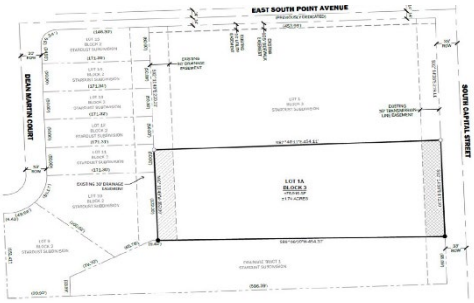
TIF 35: Copper Flats



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:	August 5, 2024	**Requested By:**	

Desired Action of City Council:	Action to approve an amendment to the 2024 Compensation Plan.
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Action to Approve Resolution #R2024-51, Amending the 2024 Compensation Plan for the Ctiy of Mitchell
Explanation/Background of Agenda Item Requested:	Resolution 2024-51 would amend the 2024 compensation plan to implement two changes from the appeals process from the implementation of the 2024 Compensation Study. The Police Officer positions are being moved from a Wage Grade 16 to a Wage Grade 17 and the Detective positions are being moved from a Wage Grade 17 to a Wage Grade 18. These changes have an annual cost increase of $15,418.96. The increased costs will be covered by unspent funds in the 2024 Police Department budget. Resolution 2024-51 also eliminates one Detective position, and creates a new Detective Sergeant position. This change will create a "working supervisor" role for Detectives in the same way that Police Sergeants are "working supervisors" for Police Officers. The annual cost impact of this change is $7,549 and will be covered by unspent funds in the 2024 Police Department budget. This position will be listed as an internal promotion only due to changing one of the Detective positions into a Detective Sergeant position. These changes have been discussed with the Teamsters Union as part of our ongoing Labor-Management meetings. Staff recommends approval of the resolution.

RESOLUTION #R2024-51
A RESOLUTION AMENDING THE 2024 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL for FY2024 be amended as follows:

APPOINTED/ HIRED FULL TIME POSITIONS

Dept	Job Title	Wage Grade	FLSA
~~PD~~	~~Police Officer (19 FTE)~~	~~16~~	~~N~~
PD	Police Officer (19 FTE)	17	N
~~PD~~	~~Detective (4 FTE)~~	~~17~~	~~N~~
PD	Detective (3 FTE)	18	N
PD	Detective Sergeant (1 FTE)	20	N

Approved this _____ day of _____, _____.

Signed:

_____
Mayor, City of Mitchell

ATTEST: _____
Finance Officer, City of Mitchell

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	August 5, 2024	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2024-06, Method of Electing Officers for City Council		
Explanation/Background of Agenda Item Requested:	After the recent tie vote for council officers, the mayor asked me to prepare a procedure that addresses the election of council officers in case the situation arises again in the future. This lays out procedures that would apply no matter how many candidates may be nominated and should help provide uniform guidance on how to conduct the selection of council officers. This procedure, like the elections we just had, ultimately falls to a coin toss in the event of a tie. But this ordinance is just intended to serve as a basis for discussion. Council can amend the ordinance to utilize a different tiebreak method, such as having the mayor break the tie. This also gives flexibility for council to change the rules for any given election upon majority vote. It also puts this procedure in place for our other boards if they don't have a different procedure that applies.		

ORDINANCE #O2024-6

AN ORDINANCE ESTABLISHING A METHOD OF ELECTING OFFICERS FOR THE CITY COUNCIL.

BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA AS FOLLOWS:

Section 1.

That a NEW SECTION be added to Chapter 1-5: MAYOR AND CITY COUNCIL of the Mitchell City Code as Section 1-5-6 to read as follows:

"1-5-6: METHOD OF ELECTING COUNCIL OFFICERS:

A. Whenever a president or vice president of the city council must be elected due to vacancy or reorganization required by law, the following procedures shall apply to the election of a member to the officer position.

B. One or more candidates may be nominated from the council membership for an open officer position. Nominating a candidate for a position requires a second. The members nominating and seconding a candidate for a position may nominate or second another candidate for that same position. Nominations will remain open for a position until the council closes nominations by motion and a majority vote of the council. If, when nominations are closed for a position, only one candidate has been nominated, that candidate shall be awarded the office. If, when nominations are closed, two or more candidates have been nominated, the council shall conduct an election.

C. When an election is required for an officer position on the council, such vote will be done by voice roll call with each member indicating their preferred candidate by name. The candidate receiving five or more votes from the council membership shall be awarded the position. If no candidate receives five votes, then the further provisions of this chapter shall apply.

D. In the event of an election for an officer position on the council where there are three or more candidates and no single candidate receives five votes, the council will re-vote. However, before the re-vote, the candidate who received the fewest number of votes shall be automatically removed from contention. If there are two candidates that received the same number of votes which is also the lowest number of votes, then the chair of the meeting shall conduct a coin flip and the loser of the coin flip shall be removed from contention. Once only two candidates remain, and upon re-vote of the last two remaining candidates neither receives five votes, then neither candidate shall be removed automatically. At that point, the winning candidate shall be selected from the two remaining candidates by a coin flip conducted by the chair of the meeting and the winner shall be awarded the position.

E. The city council may vote to modify these procedures by majority vote. However, the modifications to the election procedures shall only be effective for one election of one officer position at a time and shall terminate upon a candidate being awarded the position. To permanently change these procedures, the council must do so by ordinance.

F. When electing officers, other city boards, commissions, or other committees shall use these election procedures unless other election procedures have been established for that board, commission, or other committee by federal, state or local law. However, if the board, commission or other committee has more or less than 8 members, then the number of votes needed to elect an officer shall be a majority of such board, commission, or other committee. Such boards, commissions, or other committees may also vote to change their procedures by majority vote. However, the changes to the election procedures shall only be effective for one election of one officer position at a time and shall terminate upon a candidate being awarded the position. Permanent changes to the election procedures for city boards, commissions, and committees must be approved by the city council by ordinance."

Section 2.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2024.

_____
Jordan Hanson – Mayor

Attest:

(seal)

_____
Michelle Bathke – City Finance Officer

First Reading: _____
Second Reading: _____
Adoption: _____
Published: _____