



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
August 19, 2024

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Harvest Community**
- 4. Roll Call**
- 5. Recommendation to the City Council by Mayor Hanson to Appoint Dean Knippling to the Position of Police Chief**
- 6. Oath of Office**
Mayor Hanson to Issue Oath of Office to Chief of Police Dean Knippling
- 7. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Department Reports**
 - D. Raffle Permits**
 - E. Rec Center Sewer Line Repairs Contingency Funding**
 - F. Purchase of Equipment for Snow Removal and Authorization for Contingency Funds**
 - G. Special Event Permit Application For The Back 40 Live Music on August 23-24, 2024**
 - Noise Permit
 - H. Special Event Permit Application For Cursed Chains Challenge Disc Golf Tournament on Saturday, October 26, 2024**
 - Dry Run Creek Park Closure
 - I. Volunteer Board Appointment**
 - Nicholas Kummer to the Historic Preservation Commission to fill an unexpired term to run from August 2024-June 2027

- J. Change Order #2 to Rexwinkel Construction for Cadwell Park Press Box**
- K. Set Date of September 3, 2024 for Hearing and Action on the Following Alcohol License Applications**
 - a. On the application of Odyssey Entertainment Inc. dba Odyssey Luxury 5, 209 North Lawler for a new Retail (on-off Sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)
 - b. On the application to transfer RL-5771 Retail (on-sale) Liquor License from Bradley Theme LLC dba Scoreboard Pub & Grill 522 North Main St, Mitchell, SD to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street, Mitchell, SD (Video lottery is included)
 - c. On the application to transfer RB-2846 Retail (on-off Sale) Malt Beverage & SD Farm Wine License from Bradley Theme LLC dba Scoreboard Pub & Grill 522 North Main St, Mitchell, SD to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street, Mitchell, SD (Video lottery is included)
 - d. On the application to transfer RW-6509 (on-off Sale) Wine and Cider from Bradley Theme LLC dba Scoreboard Pub & Grill, 522 North Main St, Mitchell, SD to Bradley Theme, LLC dba Bradley's Pub & Grille, 514 North Main Street, Mitchell, SD (Video lottery is included)
 - e. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for September 14, 2024 for a wedding
- L. Set Date for Hearing 6:00 PM, September 16, 2024 for Assessment Roll for 2023 Construction Project and 2023 Nuisance Abatements**
- M. Pay Estimates**
- N. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 8. Motion To Approve, Request Public Comment, Roll Call**
- 9. Citizens Input**

If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.
- 10. City Council/Mayor Comments**
- 11. 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 Jaun'I Gibson-Conditional Use Permit**

Jaun'I 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.

B. Hearing and Action on an Application for Schmitz Construction-Variance Permit

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.

C. Hearing and Action on an Application for Curtis & Sonna Betts-Variance Permit

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.

D. Hearing and Action on an Application for the City of Mitchell-Variance Permit

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.

E. Hearing and Action on an Application for the City of Mitchell-Variance Permit

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.

F. Action to Set Date for Board of Adjustment Hearings 09-03-24

Dennis Kaus has applied for a variance permit for front yard setback of 20' vs 25' to build a 12' x 14' covered patio; located at 408 W 12th Ave, legally described as Lot 10, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Josh Frost has applied for a conditional use permit for outside storage and to operate Mitchell Towing and Recovery business which falls under the category of automotive sales, repair, parts, detailing; located at 24994 406th Ave, legally described as Lot 3D-1 and Lot 3D-2 of D.R. Kiner's First Addition in the SW ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned UD Urban Development District.

Central Plains Automation Inc has applied for a variance permit for front yard setback of 1'-6" vs 35' to build a 16' x 40' office addition; located at 1501 W 4th Ave, legally described as Lots 1-6 Ex H-1 of Lot 6, Block 29 Home Park Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned

TWC Transportation Warehousing & Commercial District.

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

13. 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)

14. Action to Approve Special Event Permit Application For RiverTree Block Party on Sunday, September 8, 2024

- Street Closure

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

15. Action to Award Bid for Airport Snow Removal Project #2024-22

16. Action to Approve Agreement #A2024-36, Tax Increment District #37 Developer Agreement

17. Action to Approve Resolution #R2024-52, Plat of Lots 1A & 2A in Block 2 of Bayside Overlook Subdivision

18. Action to Approve Resolution #R2024-53, Plat of Lot 58-B of Indian Head Subdivision, Lake Mitchell Development Plan

19. Action to Approve Resolution #R2024-54, Plat of Lot 68-A of Indian Head Subdivision, Lake Mitchell Development Plan

20. Action to Approve Resolution #R2024-55, Plat of Lot 108-A of Indian Head Subdivision, Lake Mitchell Development Plan

21. Action to Approve Resolution #R2024-56, Plat of Lots A, B, and C of Depot Second Addition

22. Second Reading on Ordinance #O2024-06, Method of Electing Officers for City Council

23. Motion to Adopt Ordinance #O2024-06, Request Public Comment, Roll Call

24. Motion to Enter into Executive Session According to SDCL 1-25-2 (4) Negotiations & (3) Legal

25. 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**

**August 5, 2024
6:00 P.M.**

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

ABSENT: Jeffrey Smith

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council July 15, 2024
 - 2. Work Session July 29, 2024
- b. Committee Reports
 - 1. Planning Commission July 8, 2024
 - 2. Planning Commission July 22, 2024 (unsigned)
 - 3. Library Board May 21, 2024
 - 4. Community Serves Board July 11, 2024
- c. Automatic Supplements
 - 1. Parks-Recreation Center in the amount of \$3,000 from a donation of funds
 - 2. Parks-Recreation Center in the amount of \$2,978 from a donation of funds
 - 3. Parks-Recreation Center 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 (Project #2021-20)
- e. Patton Young Park playground contingency funding request
- f. Acceptance of SD Department of Health Mosquito Control Grant funding
- g. Acceptance of SD Department of Health grant funding for chronic disease program
- h. Acceptance of SD Department of Health grant funding for the Healthy Lifestyles Diabetes Program
- i. Acceptance of SD Department of Health grant funding for Self-Measure Blood Pressure Program
- j. Raffle Permits
 - 1. American Legion Post 18 with the drawing to be held December 1, 2024
 - 2. Mitchell Athletic Booster Club with the drawing to be held at Kernel home football and basketball games
 - 3. Mitchell Area Networking Association with the drawing to be held January 9, 2025

- k. Special Event Permit application for DWU Blue & White Days Parade on Saturday, October 12, 2024
- l. Council Liaisons for 2024
 1. Chamber of Commerce-Mike Bathke
 2. Community Services Board-John Doescher
 3. Corn Palace Board-Tim Goldammer
 4. Golf/Cemetery Board Ex Officio-Dan Sabers
 5. Housing & Redevelopment Commission-John Doescher
 6. Library Board-Susan Tjarks
 7. Mitchell Area Development Corporation Board-Jeff Smith
 8. Mitchell Main Street & Beyond Board-Susan Tjarks
 9. Park & Recreation Board-Dan Sabers
 10. Planning Commission Board Ex Officio-John Doescher
 11. Sports & Event Authority Committee-Kevin McCardle
- m. Change Order #4 for Concrete Schedule A Project #2023-04 increasing the contract amount by \$58,350.00 to Top Grade Concrete, adjust contract amount to \$257,689.14
- n. Change Order #1 for 3rd & Main Project #2022-26 increasing the contract amount by \$811,978.50 to Schoenfelder Construction, adjust contract amount to \$1,475,552.40
- 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
 1. On the application of Palace Brewing, LLC dba Palace City Brewing Co, 227 West Railroad Avenue for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included.)
 2. On the application of Palace Brewing, LLC dba Palace City Brewing Co, 227 West Railroad Avenue for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included.)
- q. Approval of Gas and Fuel Quotations

<u>Howes Oil Company</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
Unleaded Gas-10% ethanol	7,500	7,500	\$2.6235	\$19,676.25

Total Bid: \$19,676.25

<u>Vollan Oil</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
On Road Diesel #2	3,000	3,000	\$2.762	\$8,286.00
Off Road Diesel #2	4,500	4,500	\$2.497	\$11,236.50

Total Bid: \$19,522.50

- r. Pay Estimates August 5, 2024
Pay Estimate #40 in the amount of \$6,609.30 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #41 in the amount of \$19,989.74 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #28 in the amount of \$2,630.00 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering

Pay Estimate #29 in the amount of \$9,826.90 for Lake Mitchell-Phase II #2021-20 contracted to Barr Engineering

Pay Estimate #13 in the amount of \$4,213.45 for Livesay Lane Improvements #2021-25 contracted to Infrastructure Design Group

Pay Estimate #2 in the amount of \$431,215.22 for Spruce Street RR Crossing #2021-39 contracted to Rexwinkel Concrete

Pay Estimate #1 in the amount of \$84,880.95 for Highway 37 Utility Improvements #2021-45 contracted to Michels Road & Stone

Pay Estimate #34 in the amount of \$3,236.47 for Highway 37 Utility Improvements #2021-45 contracted to SPN & Associates

Pay Estimate #35 in the amount of \$5,426.27 for Highway 37 Utility Improvements #2021-45 contracted to SPN & Associates

Pay Estimate #18 in the amount of \$35,816.78 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #16 in the amount of \$350.00 for 23rd & Ohlman Lift Station Replacement #2022-03 contracted to SPN & Associates

Pay Estimate #3 in the amount of \$134,298.00 for 3rd & Main Streetscape #2022-26 contracted to Schoenfelder Construction

Pay Estimate #3 in the amount of \$5,089.25 for Cadwell Park Press Box #2022-34 contracted to Ciavarella Design

Pay Estimate #7 in the amount of \$32,421.00 for Concrete #2023-04 contracted to Top Grade Concrete

Pay Estimate #13 in the amount of \$3,365.39 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates

Pay Estimate #14 in the amount of \$741.25 for North Harmon Sanitary Sewer Outfall #2023-06 contracted to SPN & Associates

Pay Estimate #13 in the amount of \$2,300.35 for West Harmon Watermain Loop #2023-07 contracted to SPN & Associates

Pay Estimate #13 in the amount of \$1,223.75 for 12th/13th Avenue Watermain Loop #2023-08 contracted to SPN & Associates

Pay Estimate #1 in the amount of \$3,166.38 for Hitchcock Pickleball Courts #2023-14 contracted to SPN & Associates

Pay Estimate #9 in the amount of \$759.00 for 2nd/4th & Main Streets #2023-21 contracted to McLaury Engineering

Pay Estimate #1 in the amount of \$995.63 for MLC Addition-Phase IV #2024-26 contracted to SPN & Associates

Pay Estimate #3 in the amount of \$1,167.50 for Water Distribution System Model #2024-37 contracted to AE2S

Pay Estimate #1 in the amount of \$811.63 for 2024 Bridge Inspections contracted to SD Department of Transportation

Pay Estimate #37-Final in the amount of \$11,158.89 for AIP '28 ALP/Master Plan contracted to Helms & Associates

s. 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 JULY 7, 2024 – JULY 20, 2024: City Council \$3,626.48, Mayor \$1,567.54, City Administrator \$6,519.23, Administrative Boards \$2,325.00, Attorney \$5,332.08, Finance \$14,522.41, Human Resources \$4,379.83, Municipal Building \$3,744.56, Information Technology \$3,286.77, Police \$74,417.46, Traffic \$4,305.48, Fire \$43,451.87, Street \$37,653.30, Public Works \$25,399.98, Cemetery \$9,309.27, Library \$16,935.17, Recreation & Aquatics \$34,175.45, Recreation Center \$17,661.23, Sports Complexes \$19,076.05, Ballpark Concessions \$314.23, Parks \$24,808.07, Supervision \$6,441.15, Corn Palace \$31,421.04, E911 \$25,152.08, Palace Transit \$31,580.88, JVCC \$2,235.50, Nutrition \$4,622.00, Water Distribution \$15,622.60, Sewer \$14,734.93, Recycling Program \$7,182.05, Waste Collection \$7,207.48, Landfill \$11,402.81, Golf Course \$8,510.21, Campground \$2,693.60, Emergency Medical Services \$37,922.42

NEW HIRES:

CORN PALACE: Dalton Schleuning-\$11.20

FIRE: Daniel Esh-\$22.373

LIBRARY: Amber Harris-\$11.70, Ella Pospisil-\$11.70, Michelle Swanstrom-\$11.70

PARKS: Bradley Gates-\$29.651

RECREATION CENTER: Chad Cody-\$15.00, Kelsey Van Loh-\$12.20

SALARY ADJUSTMENTS:

E-911: Kalla Sauvage-\$23.386

WATER DISTRIBUTION: Thomas Schuman-\$31.775

WARRANTS: A&B Business Solutions, Supplies-\$4,935.93; AAA Collections Inc. Collections Fees-\$485.76; AAA Lawn Care And Maintenance, Property Mowings-\$3,250.00; Advanced Engineering, 2024-37 P.E. #3-\$1,167.50; Aflac, Aflac Withholding-\$11,198.87; AFSCME Council 65, Union Dues-\$508.25; Amazon Capital Services, Supplies-\$1,298.23; American Garage Door, Landfill Door Repair-\$118.37; Andrew Shank, Reimbursement-\$158.00; AT&T Mobility, Utilities-\$415.45; AT&T Mobility, Utilities-\$1,107.80; ATV Holdings, LLC dba Mitcell Telecom, Utilities-\$82.93; Austen Iverson, Refund-\$50.00; Avera Occupational Medicine, Screenings-\$1,764.00; Avera Queen Of Peace, Ambulance Medications-\$306.21; Bailey Metal Fabricators, Repairs-\$8,744.15; Baker & Taylor, Books-\$71.34; Barr

Engineering Co Inc, 2021-20 P.E. #28-\$12,456.90; Bender's Sewer Cleaning, Floor Drain Cleanout-\$200.00; Big Daddy D's Inc, Sr Meals-\$8,183.40; Blackburn Manufacturing, Supplies-\$718.55; Blackstone Publishing, Audiobooks-\$402.29; Boyce Law Firm, Professional Service-\$110.00; Butler Machinery Inc, Supplies-\$1,102.25; C&B Operations, Supplies-\$66.08; Carquest Auto Parts, Supplies-\$230.96; CDW Government, Supplies-\$234.15; Central Electric, 41151 256th St-\$13,291.57; Century Link, Utilities-\$13.67; Charlie's Shoe Repair, Repairs-\$35.00; Chesterman Company, Supplies-\$1,547.70; CHR Solutions, Mailing Fees-\$6,378.23; CHS Farmers Alliance, Supplies-\$2,388.31; Ciavarella Design, 2022-34 P.E. #3-\$5,089.25; City of Mitchell, Deductions/Change; Column Software, Publications-\$33.38; Commercial Asphalt, Supplies-\$2,526.30; Community Services, Reimbursement-\$92,610.00; Confluence, Community Project-\$2,400.00; Core & Main, Supplies-\$2,568.18; Core-Mark Midcontinent, Supplies-\$6,976.69; Corn Palace, Supplies-\$44.25; Corporate Translation Service, Translation Services-\$97.32; Dakota Fluid Power, Repair-\$2,321.04; Dakota Heartland Development, 3rd Quarter Allocation-\$6,250.00; Dakota Pump, Supplies-\$6,324.48; Dakota Supply Group, Supplies-\$1,394.21; Dan Pollreisz, Pickup Topper-\$200.00; Davison County Auditor, 2024 Election-\$21,367.92; Davison County Treasurer, Titles-\$80.10; Delta Dental Plan of South Dakota, Dental Insurance-\$16,258.76; Demco Inc, Supplies-\$203.18; Department Of Agriculture, Solid Waste Surcharge-\$600.00; Dept Of Social Services, Child Support-\$633.69; Dick's Towing, Towing Fee-\$185.00; Echo Group, Maintenance-\$41.09; Elfstrand's Ace Hardware, Supplies-\$288.03; Elliott Equipment, Repair-\$491.66; Eric Hieb, Golf Pro Contract-\$9,689.30; ETix Inc, Ticketing Fees-\$498.55; Fedex, Shipping-\$24.14; First National Bank Omaha, Supplies-\$9,615.24; Fisher Scientific, Supplies-\$294.56; Fleetpride, Supplies-\$6,525.37; Frank Welding, Repairs-\$2,000.00; Gaylen's Gourmet Popcorn, Supplies-\$1,728.00; Graham Tire, Repairs-\$213.90; Grainger, Supplies-\$44.40; Hawkins, Supplies-\$11,575.17; HDR Engineering, 2022-1 P.E. #18-\$35,816.781; Helms and Associates, AIP '28 Airport P.E. #37-Final-\$11,158.89; Henry Schein, Supplies-\$2,130.95; Honda of Mitchell, Supplies-\$85.88; Howes Oil, Supplies-\$19,681.25; Hunter Heating & Cooling, Repair-\$4,676.38; Industrial Chem Labs, Repairs-\$150.88; Infrastructure Design Group, 2020-20 P.E. #40-\$30,812.49; Ingram Library Services, Books-\$2,163.21, Innovative Office Solution, Supplies-\$261.92; Interstate Office Products, Supplies-\$825.99, Iverson, Repair-\$8,983.04; Joel Reiter, Insurance-\$447.63; Jones Supplies, Supplies-\$2,227.34; Kathy Hanks, Reimbursement-\$69.95; Kathy Kaye Foods, Supplies-\$3,916.80; Kelly Inn & Suites, Lodging-\$109.62; Kimball Midwest, Supplies-\$187.60; Krohmer Plumbing, Repairs-\$183.67; Lab, Billboard-\$325.00; Lawson Products, Supplies-\$62.23; Les Schwab Tires, Supplies-\$1,044.71; Lewis Family Drug, Supplies-\$39.88; M&T Fire And Safety, Supplies-\$740.00; Make It Mine Designs, Repairs-\$178.00; Maximum Promotions, Repairs-\$89.00; McLaury Engineering Inc, Project #2023-21 P.E. #9-\$759.00; McLeod's Printing, Supplies-\$260.21; Menard's, Supplies-\$2,601.23; Mettler Implement, Supplies-\$264.99; Michels Road & Stone, #2021-45 P.E. #1-\$84,880.95; Microsoft Corporation, Subscription-\$910.00; Midcontinent Communication, Utilities-\$109.89; Midcontinent Communication, Advertising-\$667.00; Midway Service dba Vollan, Supplies-19,522.50; Midwest Fire & Safety, Professional Services-\$329.00; Midwest Oil Company, Supplies-\$1,386.37; Midwest Turf & Irrigation, Supplies-\$824.81; Millennium Recycling, Single Stream Fee-\$254.15; Minnesota Valley Testing, Supplies-\$1,014.00; Luxury Cinema 5, Refund-\$110.08; Jerry Lenocker, Refund-\$47.08; South Central Child Development, Refund-\$10,842.53; Mitchell Area Development, 3rd Quarter Allocation-\$41,750.00; Mitchell Baseball, Tournament-\$5,000.00; Mitchell Iron &

Supply, Supplies-\$20.23; Mitchell Lion's Club, Firework Cleanup-\$750.00; Mitchell Main Street And Beyond, 3rd Quarter Allocation-\$10,000.00; Mitchell Rotary Club, Meals, Dues-\$52.00; Mitchell United Way, Deductions-\$423.00; Most Dependable Fountains, Supplies-\$372.00; Mueller Lumber, Supplies-\$97.26; Muth Electric, Supplies-\$41,165.91; Napa Central, Supplies-2,364.95; Natural Formulations, Supplies-\$275.28; Northwest Pipe Fittings, Supplies-\$1,015.14; Northwestern Energy, Utilities-\$35,915.14; Odeys, Supplies-\$1,659.00; Overdrive, Ebook-\$134.22; Palace City Recreation, Repairs-\$45,238.50; Paul Berg Construction, Repairs-\$734.40; Paulson Sheet Metal, Repairs-\$383.86; Pepsi Cola Company, Supplies-\$752.76; Peter Arnold, Reimbursement-\$182.94; Premier Pest Control, Professional Services-\$400.00; Public Health Laboratory, Labs-\$945.00; Qualified Presort, Postage-\$487.61; Quick Med Claims, June Monthly Charges-\$2,382.46; Rexwinkel Concrete, 2021-39 P.E. #2-\$433,870.22; Riverside Technologies, Supplies-\$13,399.56; Runnings Supply, Supplies-\$2,015.70; S&M Printing, Supplies-\$58.00; Sanford Health Mitchell, July Community Events-\$125.00; Santel Communications, Utilities-\$30.00; Schoenfelder Construction, 2022-26 P.E. #3-\$134,298.00; Schoenfelder Portables, Rentals-\$360.00; Schumacher Elevator, Quarterly Maintenance-\$234.63; SD Association Of Rural Water, 2024 Annual Dues-\$1265.00; SD Dept Of Transportation, 2024 Bridge P.E. #1-\$1,852.83; SD Federal Property Agency, Vehicles-\$48,100.00; South Dakota Retirement, Retirement Contributions-\$20,537.70; South Dakota Supplemental Retirement, Supplemental Retirement-\$2,882.50; South Dakota Supplemental Roth 457, Roth 457 Contributions-\$1,787.50; South Dakota 811, June 2024 Message Fees-\$268.80; SPN & Associates, 2021-45 P.E. #34-\$21,316.74; Standard Insurance, Life Insurance-\$2,784.10; Staples, Supplies-\$480.84; Stryker Sales, Supplies-\$87.52; Sturdevants, Supplies-\$4,618.55; Subway, Meals-\$47.94; Sun Gold Sports, Supplies-\$140.00; TNT Inflatables, Inflatables-\$1,134.00; Tara Volesky, Repairs-\$500.00; Teleflex, Supplies-\$109.50; Tessiers, Repair-\$205.38; The Lodge at Deadwood, Lodging-\$340.00; The Safe Place Of Eastern South Dakota, CDBG Grant-\$63,288.10; Thune True Value, Appliances-\$273.21; Titan Machinery, Supplies-\$55.89; TK Electric, Repairs-\$902.63; TMA Stores, Repair-\$1,624.29; Top Grade Concrete, Repairs-\$36,196.52; Townsquare Media-Sioux Falls, Advertising-\$1,302.00; Traditions Prepared Meals, Meals-\$3,482.62; Traffic Control Corporation, Supplies-\$120.00; Two Way Solutions, Radio Programming-\$1,350.00; Van Diest Supply, Supplies-\$2,743.50; Verizon Wireless, Utilities-\$360.09; Vern Eide Chevrolet, Supplies-\$59.30; Vern Eide Ford, Repairs-\$93.10; Vestis, Professional Service-\$477.81; Walmart/Capital One, Supplies-\$263.97; Walter Davis, Reimbursement-\$94.99; Watertown Wholesale, Supplies-\$141.50; WEF, Dues-\$155.00; Wisconsin Child Support, Garnishment-\$395.58; Wm Smith & Associates, Supplies-\$222.72; Your Shop Diy, Programs-\$205.00

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

CITIZENS INPUT:

Council Member Dan Sabers representing Mitchell Main Street & Beyond stated the Beverage Bash has begun and Woolworth Caramel Apples will again be for sale during Corn Palace Festival.

Mitchell resident, Tom Fergen, stated many lakes exist with algae and the lake project is a huge

gamble.

Mitchell resident, Julie McManus, is also a concerned citizen of the lake project and the amount of money being spent and unforeseen costs.

Sonya Vanerdewyk, Mitchell Township resident, is hosting a hand counting ballot event at the Davison County Fairgrounds on August 13th.

Luke Hagen of the Mitchell Republic recognized reporter Sam Fosness on his 10 years of service reporting on City of Mitchell news and events. Fosness will be moving on to become a teacher with the Mitchell School District.

Mitchell resident, Neil Reff, is representing a group opposing the Lake Mitchell dredging. The group is concerned about the lake and the habitat.

Mark Puetz of Friends of Firesteel stated the group has raised over \$1.1 million towards the Lake Mitchell project.

Mayor Jordan Hanson spoke regarding the topic of rental inspections and stated the City of Mitchell is also an offender of property which needs to be maintained. The City needs to be an example and set the standard.

BOARD OF ADJUSTMENT:

Moved by Goldammer, seconded by McCardle, 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 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. The property is zoned R4 High Density Residential District. The Planning Commission recommended approval of said application. Moved by Tjarks, seconded by Sabers, to approve said application. Motion carried.

Moved by McCardle, seconded by Barington, to set date for August 19, 2024 on the application of Jaun'l Gibson for a conditional use permit to operate a family residential daycare located at 505 South Davison Street, legally described as Lots 43 & 44, Overlook Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Goldammer, seconded by Tjarks, to set date for August 19, 2024 on the application of Schmitz Construction for a variance 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 North Mentzer, legally described as S 1/2 and E ½ of Lot 6, Block 3, Hammers Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by McCardle, seconded by Sabers, to set date for August 19, 2024 on the application of Curtis & Sonna Betts for a variance 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 North Harmon, legally described as Lots 54, 54A, 55, 55A of Sunset Point 2nd Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Tjarks, seconded by Goldammer, to set date for August 19, 2024 on the application of the City of Mitchell for a variance 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 South Harmon, legally described as Lot 58-B of Indian Head Subdivision, Lake Mitchell Development Plan in the SW ¼ of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by McCardle, seconded by Barington, to set date for August 19, 2024 on the application of the City of Mitchell for a variance 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 South Harmon, legally described as Lot 68-A of Indian Head Subdivision, Lake Mitchell Development Plan in the SW ¼ of Section 4, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. Motion carried.

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

PRESENTATION:

Ryan Murtha of McLaury Engineering presented the Sunnyside Drainage Basin study. The purpose of the study was to develop a hydrology model for the existing drainage system and analyze the basin with 5 year and 100 year storm events using the model.

HEARING:

It was advised that this is the date and time set for hearing 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. Notice of hearing has been given and affidavit of publication is on file. Moved by McCardle, seconded by Barington, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Barington, to approve the amended Special Event Application for Corn Palace Festival on August 21-25, 2024 with parking lot space reassignment for additional handicap spaces. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve the Special Event Application for Grace Baptist Church Vacation Bible School Family Night on Friday, August 9, 2024 with street closure fee waived as requested. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Copper Flats Consent to Assignment on TIF #35. Motion carried.

Moved by Tjarks, seconded by Goldammer, to approve Amendment #1 to Agreement #A2021-10 with Helms & Associates for Recycling Building Project #2021-30 in an amount not to exceed \$79,500.00. Motion carried.

Moved by Barington, seconded by Tjarks, to approve Amendment to Agreement #A2023-06 with McLaury Engineering for 3rd & Railroad/Main Streetscape Construction Services Project #2022-26 in an amount not to exceed \$145,500.00. Motion carried.

Moved by McCardle, seconded by Bathke, to approve Agreement #A2024-34, AIP #3-46-4600-32-2024 for the Design of a Revenue Producing Hangar with SD DOT Aeronautics Division with an estimated cost of \$94,000. The City will be reimbursed for 90% of the project costs in an amount not to exceed \$84,600.00. Motion carried.

Moved by Goldammer, seconded by Barington, to approve Agreement #A2024-35, Notice of Grant Requirements with North American Wetlands Conservation Act (NAWCA). Motion carried.

RESOLUTIONS:

Moved by Sabers, seconded by Tjarks, to approve Resolution #R2024-50, Creating Tax Increment District 37, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2024-51, Amending the 2024 Compensation Plan for the City of Mitchell, as follows:

**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:

<u>APPOINTED/ HIRED FULL TIME POSITIONS</u>			
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

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by McCardle, seconded by Barington, to place Ordinance #O2024-06, Method of Electing Officers for City Council on first reading. Motion carried.

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 8:29 p.m. and the City Council to reconvene in regular session at 8:30 p.m.

ADJOURN:

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



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



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



Planning Commission 8-12-24-Amended
City Council Chambers, City Hall, 612 N. Main Street
August 12, 2024

1. Call to Order

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

2. Roll Call

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

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

Absent: None.

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

3. Declaration Of Conflicts Of Interests

Genzlinger items #8 & #17.

Schmitz items #8 & #17.

4. Approve Agenda

Motion by Havlik, seconded by Schmitz to approve the amended agenda. Roll call vote:

Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

5. Approval of Previous Minutes

Motion by Osterloo, seconded by Sonne to approve the proposed minutes of the July 22, 2024

Planning Commission Meeting. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

6. Schedule Next Meeting

Motion by Havlik, seconded by Schmitz to set the date for the next Planning Commission

Meeting for August 26, 2024. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

7. Conditional Use Permit: Jaun'l Gibson

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response in favor that did not make the packet, but there were no comments so it was not handed out at the meeting. The applicant was not present to answer questions.

Jenniges stated the applicant is moving from her current location, which she was approved for about a year ago. Jenniges also noted that the Fire Marshall has already inspected the building and has no concerns.

Genzlinger questioned if there were any concerns about her previous location, which was answered there were none.

Motion by Schmitz, seconded by Havlik to recommend approval of the conditional use with the following conditions; 1) the permit is non-transferable, 2) if the business ceases to operate for six months, then a new application would be required, 3) pass fire inspection. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

8. Variance Permit-Schmitz Construction

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response returned in favor. The applicant was present to answer questions.

Jenniges said the applicant would like to tear down the existing single family dwelling and construct a four plex which is what is triggering the need for the variance. There will be a parking lot on the east side and the four flex front will actually face south, but the front setback will still be to the east. The proposed building meets all other setbacks.

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

9. Plat: Horsemens' Sports Inc

Plat of Lots 1A & 2A in Block 2 of Bayside Overlook Subdivision in the SE 1/4 of the SE 1/4 of Section 4, Township 103 North, Range 60 West of the 5th P.M. in the city of Mitchell, Davison County, South Dakota.

Jenniges stated the applicant and neighbors to the south (potential buyers) are working to clean up some encroachments in the area. This is currently zone TWC so it meets the zoning requirements to be platted. This is the first of three phases to completely clean up the issues in this area. Next, they will be requesting to rezone to RL and then vacating some existing

ROW as well as some existing plats to replat into bigger lots.

Motion by Schmitz, seconded by Jirsa to approve the plat. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

10. Variance Permit: Curtis & Sonna Betts

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.

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

Jenniges stated the applicant would like to turn their existing attached garage into dwelling space and build a new attached garage that would be big enough to store their RV in. There is an existing unattached garage on the parcel as well. Jenniges noted that there probably should have been a variance for the attached and detached garages prior, but that was not this applicant/owner that would have been required to apply for or ordinances might have been amended since that time as well. The proposed garage addition meets all other setbacks.

Schmitz questioned what the net gain of accessory building square footage would be by converting the existing to habitable space and building the new attached garage. Jenniges estimated the net gain of about 600 square feet.

Motion by Jirsa, seconded by Schmitz to recommend approval of the variance. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

11. Plan Approval: Sandbox Ventures LLC

Jenniges explained the applicant would like to build a four plex at 616 N Sanborn Blvd. This is zoned Neighborhood Shopping and requires board approval. Jenniges went over the plans provided by the applicant and all setbacks are met. The applicant did provide a site plan showing his downspout locations and plan for water to drain.

Genzlinger questioned if a drainage plan would be required, to which was answered the provided plans are acceptable to Public Works, and they have no concerns with the drainage as submitted.

Motion by Havlik, seconded by Schmitz to approve the plan. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

12. Variance Permit: City of Mitchell

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were no responses in favor or opposing that made the packet. Jenniges stated he had received a few phone calls wondering what was going on with the variance. Also, he had received an email from a neighbor opposing it until Lot 58-A is straightened out. The applicant was present to answer questions.

Jenniges reminded the board of the history of this area and how it had been undesignated park land per a petition and a vote of the citizens of Mitchell. However, this portion was not sold at auction like the other seven. It was requested to plat this portion of land, so there could be more buildable land if someone were to purchase it with the intention of building a house.

Jenniges also reminded everyone that just because the land is platted that does not mean it will be sold or built on, it is just a plat. The plat does not meet the requirements for Public Lands hence the variances required. The process moving forward would be to approve/deny the variance, which also would be to approve/deny the plat. After that, someone would have to take out a petition of about 500 signatures to put it to a vote of the city and then the council would decide what to do with the land; retain it as is or sell it. There are three options for selling just like before; sealed bids, public auction (like last time) or hiring a realtor.

Motion by Schmitz, seconded by Jirsa to recommend approval of the variance. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

13. Plat: City of Mitchell

Plat of 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.

Jenniges noted this plat goes with the variance application that was just discussed prior.

Motion by Jirsa, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

14. Variance Permit: City of Mitchell

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.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response in favor. The applicant was present to answer questions.

Jenniges said this was requested to plat due to an encroachment being found on the property and so there is a legal description for someone to take a petition out to have the land undesignated as park land and give the council the option to sell it. The process of this was discussed with agenda item #12.

Motion by Havlik, seconded by Sonne to recommend approval of the variance. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

15. Plat: City of Mitchell

Plat of 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.

Jenniges noted this plat goes with the variance application that was just discussed prior.

Motion by Schmitz, seconded by Sonne to approve the plat. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

16. Plat: City of Mitchell

Plat of Lot 108-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.

Jenniges noted that on the county GIS system it shows a parcel of land there but there actually isn't one. The request was to plat a parcel there then and make it big enough to not require any variances with the plat. Again, the process for undesignating it as park land would follow the same as item #12 discussion. Jenniges reminded the board this is just a plat and platting a piece of ground does not mean it has to have a change of use or be sold, it is just defining boundaries and creating a legal description.

Motion by Jirsa, seconded by Schmitz to approve the plat. Roll call vote: Genzlinger – aye, Havlik – aye, Jirsa – aye, Osterloo – aye, Schmitz – aye, Schreurs – aye, Sonne – aye. 7 aye, 0 nay; motion carried.

17. Amended Item-Plat: Palace Brewing LLC

Plat of Lots A, B, and C of Depot Second Addition to the City of Mitchell, Lying in the NE 1/4 of the SE 1/4 of Section 21, and in the NW 1/4 of the SW 1/4 of Section 22, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area. The applicant had submitted a TIF application previously, but the boundaries submitted were not usable. The applicant has been working with the railroad to reach an agreement for a land swap and this plat will assist in that land swap and also create the TIF boundary. After it is platted the applicant will retain lot B but also get lot C and the railroad will get lot A.

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

18. Other Business:

None.

19. Public Input:

None.

20. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:26 P.M.

Kevin Genzlinger
Planning Commission Chairperson

CITY OF MITCHELL																
1ST & 2ND PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010^	4,680,000	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	Monthly
				540,211.39	1,075,242.00	1,593,252.54	2,180,589.42	2,733,231.96	3,302,768.93	4,043,246.31	4,575,432.27	5,296,898.07	5,892,796.49	6,514,847.57	7,250,061.70	YTD
						1,755,977.81			1,525,978.27			875,525.42			0.00	Quarter
2024	6,526,817	4,157,481.50	2.83	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,525.42						Monthly
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,994,684.11	3,281,956.08	4,157,481.50	4,157,481.50	4,157,481.50	4,157,481.50	4,157,481.50	4,157,481.50	YTD
				-3.12%	11.14%	10.21%	4.46%	9.57%	-0.63%	2.83%						YTD %
^	Adjusted for DRR encoding error in March and April. Repayment made June 2010 through December 2010 in the amount of \$13,892.02 per penny, per month.															
+	Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of \$179,411.96 (\$89,705.98 per penny).															

CITY OF MITCHELL																
3RD PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	TOTAL ACTUAL	ACTUAL %													
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2010	621,000	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08	
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78	
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67	
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28	
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57	
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49	
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09	
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35	Monthly
				58,654.19	134,215.60	199,200.39	270,127.61	330,176.63	409,665.01	512,913.22	590,016.20	715,348.91	796,582.40	882,056.61	974,198.96	YTD
						207,640.71			194,906.04			119,713.09			0.00	Quarter
2024	929,195	522,259.84	1.82	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09						Monthly
				61,771.89	144,779.20	207,640.71	264,128.91	356,211.06	402,546.75	522,259.84	522,259.84	522,259.84	522,259.84	522,259.84	522,259.84	YTD
				5.32%	7.87%	4.24%	-2.22%	7.89%	-1.74%	1.82%						YTD %

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>GENERAL</u>					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	17,573,000.78	17,211,882.82	(16,560,824.81)	18,224,058.79	651,058.01
101-1044 INVESTMENT-FIT	388,816.93	11,444.07	0.00	400,261.00	11,444.07
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	6,179,837.00	0.00	(1,495,737.00)	4,684,100.00	(1,495,737.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	45,529.10	0.00	(6,530.61)	38,998.49	(6,530.61)
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-105 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	87,292.00	0.00	0.00	87,292.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	235,366.81	582,501.90	(764,287.00)	53,581.71	(181,785.10)
TOTAL 101-GENERAL	25,112,343.83	(17,805,828.79)	(18,827,379.42)	24,090,793.20	(1,021,550.63)
<u>PARK FUND</u>					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	1,279,205.06	3,760,406.10	(2,719,618.34)	2,319,992.82	1,040,787.76
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	197,907.07	0.00	0.00	197,907.07	0.00
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	1,489,445.22	(3,760,406.10)	(2,719,618.34)	2,530,232.98	1,040,787.76
<u>CORN PALACE FUND</u>					
202-102 ATM CASH CHANGE	0.00	10,000.00	0.00	10,000.00	10,000.00
202-1021 CASH CHANGE	0.00	6,620.00	0.00	6,620.00	6,620.00
202-104 CASH IN INT BEARING ACCTS	0.00	1,343,662.18	(945,173.91)	398,488.27	398,488.27
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	6,906.32	0.00	6,906.32	6,906.32
TOTAL 202-CORN PALACE FUND	0.00	(1,367,188.50)	(945,173.91)	422,014.59	422,014.59

CITY OF MITCHELL
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AS OF: JULY 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>LAKE MITCHELL</u>					
203-104 CASH IN INT BEARING ACCTS	<u>3,731,974.06</u>	<u>1,754,539.17</u>	<u>(937,033.54)</u>	<u>4,549,479.69</u>	<u>817,505.63</u>
TOTAL 203-LAKE MITCHELL	3,731,974.06	(1,754,539.17)	(937,033.54)	4,549,479.69	817,505.63
<u>BUSINESS IMPROV DIST #4</u>					
209-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>243,453.50</u>	<u>(59,832.00)</u>	<u>183,621.50</u>	<u>183,621.50</u>
TOTAL 209-BUSINESS IMPROV DIST #4	0.00	(243,453.50)	(59,832.00)	183,621.50	183,621.50
<u>ENTERTAINMENT TAX</u>					
211-104 CASH IN INT BEARING ACCTS	808,834.87	564,090.46	(583,442.70)	789,482.63	(19,352.24)
211-1041 ASSIGNED CASH-STREETScape	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-107 RESTRICTED CASH-BONDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 211-ENTERTAINMENT TAX	919,402.81	(564,090.46)	(583,442.70)	900,050.57	(19,352.24)
<u>BUSINESS IMPROV DIST #3</u>					
213-104 CASH IN INT BEARING ACCTS	<u>124,984.16</u>	<u>27,430.88</u>	<u>(13,812.96)</u>	<u>138,602.08</u>	<u>13,617.92</u>
TOTAL 213-BUSINESS IMPROV DIST #3	124,984.16	(27,430.88)	(13,812.96)	138,602.08	13,617.92
<u>E-911 EMERGENCY</u>					
214-104 CASH IN INT BEARING ACCTS	<u>822,108.89</u>	<u>741,188.37</u>	<u>(540,056.68)</u>	<u>1,023,240.58</u>	<u>201,131.69</u>
TOTAL 214-E-911 EMERGENCY	822,108.89	(741,188.37)	(540,056.68)	1,023,240.58	201,131.69
<u>SPECIAL ASSESS REVOLVING</u>					
216-104 CASH IN INT BEARING ACCTS	<u>176,915.99</u>	<u>0.00</u>	<u>0.00</u>	<u>176,915.99</u>	<u>0.00</u>
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
<u>COMMUNITY SERVICES</u>					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	55,217.65	991,636.00	(988,548.84)	58,304.81	3,087.16
218-1045 DESIGNATED CASH-IMPROVEMENTS	<u>890.77</u>	<u>0.00</u>	<u>0.00</u>	<u>890.77</u>	<u>0.00</u>
TOTAL 218-COMMUNITY SERVICES	56,108.42	(991,636.00)	(988,548.84)	59,195.58	3,087.16
<u>NUTRITION</u>					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	<u>323,200.76</u>	<u>191,962.77</u>	<u>(214,451.15)</u>	<u>300,712.38</u>	<u>(22,488.38)</u>
TOTAL 219-NUTRITION	323,225.76	(191,962.77)	(214,451.15)	300,737.38	(22,488.38)
<u>LIBRARY FINES FUND</u>					
226-104 CASH IN INT BEARING ACCTS	<u>94,634.22</u>	<u>22,753.79</u>	<u>(14,787.64)</u>	<u>102,600.37</u>	<u>7,966.15</u>
TOTAL 226-LIBRARY FINES FUND	94,634.22	(22,753.79)	(14,787.64)	102,600.37	7,966.15

CITY OF MITCHELL
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	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>AIRPORT</u>					
230-104 CASH IN INT BEARING ACCTS	0.00	274,028.46	(306,414.02)	(32,385.56)	(32,385.56)
TOTAL 230-AIRPORT	0.00	(274,028.46)	(306,414.02)	(32,385.56)	(32,385.56)
<u>DEBT SER-TID #7 WSTWD ADD</u>					
303-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
<u>DEBT SER-TID #8 CONF CTR</u>					
304-104 CASH IN INT BEARING ACCTS	140,867.34	113,707.87	(237,431.21)	17,144.00	(123,723.34)
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	140,867.34	(113,707.87)	(237,431.21)	17,144.00	(123,723.34)
<u>DEBT SERV-TID #9 VANTAGE</u>					
305-104 CASH IN INT BEARING ACCTS	0.00	55,139.97	(38,566.50)	16,573.47	16,573.47
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	(55,139.97)	(38,566.50)	16,573.47	16,573.47
<u>TID #14 - PEPSI WIS-PAK</u>					
308-104 CASH IN INT BEARING ACCTS	0.00	61,175.24	(30,587.62)	30,587.62	30,587.62
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(61,175.24)	(30,587.62)	30,587.62	30,587.62
<u>TID #15 - PROBUILD</u>					
309-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
<u>TID #16 - INNOVATIVE SYS</u>					
310-104 CASH IN INT BEARING ACCTS	0.00	54,690.76	0.00	54,690.76	54,690.76
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	(54,690.76)	0.00	54,690.76	54,690.76
<u>TID #17 - WOODS ADDITION</u>					
311-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
<u>TIE #18 - STARLITE ESTAT</u>					
312-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
<u>TID #19 - ANTACH/MHA</u>					
313-104 CASH IN INT BEARING ACCTS	11,796.17	12,584.43	(24,380.60)	0.00	(11,796.17)
TOTAL 313-TID #19 ANTACH/MHA	11,796.17	(12,584.43)	(24,380.60)	0.00	(11,796.17)
<u>TID #20 - MORRIS</u>					
314-104 CASH IN INT BEARING ACCTS	0.00	18,858.34	(9,429.17)	9,429.17	9,429.17
TOTAL 314-TID #20-MORRIS	0.00	(18,858.34)	(9,429.17)	9,429.17	9,429.17

CITY OF MITCHELL
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	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>TID #21 - HOHN ENTERPR.</u>					
315-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>11,770.34</u>	<u>(11,770.34)</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	(11,770.34)	(11,770.34)	0.00	0.00
<u>TID #22 - KUSTOM CYCLES</u>					
316-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00
<u>TID #24 - PERFORMANCE PET</u>					
318-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>60,435.70</u>	<u>0.00</u>	<u>60,435.70</u>	<u>60,435.70</u>
TOTAL 318-TID #24-PERFORMANCE PET	0.00	(60,435.70)	0.00	60,435.70	60,435.70
<u>TID #26 - WESTERN BLDG</u>					
319-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>5,677.84</u>	<u>0.00</u>	<u>5,677.84</u>	<u>5,677.84</u>
TOTAL 319-TID #26-WESTERN BUILDING	0.00	(5,677.84)	0.00	5,677.84	5,677.84
<u>TID #27 - FIALA HOUSING</u>					
320-104 CASH IN INT BEARING ACCTS	<u>686.19</u>	<u>9,701.39</u>	<u>0.00</u>	<u>10,387.58</u>	<u>9,701.39</u>
TOTAL 320-TID#27-FIALA HOUSING	686.19	(9,701.39)	0.00	10,387.58	9,701.39
<u>TID #28 - FLATS ON HAVENS</u>					
321-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>4,983.64</u>	<u>0.00</u>	<u>4,983.64</u>	<u>4,983.64</u>
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	(4,983.64)	0.00	4,983.64	4,983.64
<u>TID #29 - WOOLWORTH</u>					
322-104 CASH IN INT BEARING ACCTS	<u>0.00</u>	<u>521.82</u>	<u>0.00</u>	<u>521.82</u>	<u>521.82</u>
TOTAL 322-TID #29-WOOLWORTH	0.00	(521.82)	0.00	521.82	521.82
<u>INDOOR SWIMMING POOL</u>					
350-104 CASH IN INT BEARING ACCTS	<u>832,056.11</u>	<u>33,500.00</u>	<u>(130,972.97)</u>	<u>734,583.14</u>	<u>(97,472.97)</u>
TOTAL 350-INDOOR SWIMMING POOL	832,056.11	(33,500.00)	(130,972.97)	734,583.14	(97,472.97)
<u>WATER</u>					
602-104 CASH IN INT BEARING ACCTS	5,190,207.93	7,115,046.60	(7,455,450.02)	4,849,804.51	(340,403.42)
602-107 RESTRICTED CASH B-Y WATER	0.00	0.00	0.00	0.00	0.00
602-1072 WATER OPERATING CERT OF DEPOSIT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 602-WATER	5,190,207.93	(7,115,046.60)	(7,455,450.02)	4,849,804.51	(340,403.42)
<u>SEWER</u>					
604-104 CASH IN INT BEARING ACCTS	5,246,577.06	4,912,401.00	(4,182,492.93)	5,976,485.13	729,908.07
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 604-SEWER	5,246,577.06	(4,912,401.00)	(4,182,492.93)	5,976,485.13	729,908.07

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<u>AIRPORT</u>					
606-104 CASH IN INT BEARING ACCTS	<u>111,088.11</u>	<u>2,420.21</u>	<u>(113,508.32)</u>	<u>0.00</u>	<u>(111,088.11)</u>
TOTAL 606-AIRPORT	111,088.11	(2,420.21)	(113,508.32)	0.00	(111,088.11)
<u>SANITATION</u>					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	4,014,322.96	2,060,467.70	(1,223,683.48)	4,851,107.18	836,784.22
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	660,445.46	14,869.81	0.00	675,315.27	14,869.81
612-1047 INVESTMENT FOR MRLF CL/POST-C	888,975.90	23,144.64	0.00	912,120.54	23,144.64
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	<u>14,318.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,318.00</u>	<u>0.00</u>
TOTAL 612-SANITATION	5,591,984.32	(2,098,482.15)	(1,223,683.48)	6,466,782.99	874,798.67
<u>CORN PALACE</u>					
613-102 ATM CASH CHANGE	10,000.00	0.00	(10,000.00)	0.00	(10,000.00)
613-1021 CASH CHANGE	6,620.00	0.00	(6,620.00)	0.00	(6,620.00)
613-104 CASH IN INT BEARING ACCTS	74,823.07	28,867.07	(103,690.14)	0.00	(74,823.07)
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	<u>6,906.32</u>	<u>0.00</u>	<u>(6,906.32)</u>	<u>0.00</u>	<u>(6,906.32)</u>
TOTAL 613-CORN PALACE	98,349.39	(28,867.07)	(127,216.46)	0.00	(98,349.39)
<u>GOLF COURSE</u>					
614-104 CASH IN INT BEARING ACCTS	<u>873,682.20</u>	<u>513,918.81</u>	<u>(320,554.56)</u>	<u>1,067,046.45</u>	<u>193,364.25</u>
TOTAL 614-GOLF COURSE	873,682.20	(513,918.81)	(320,554.56)	1,067,046.45	193,364.25
<u>CAMPGROUND</u>					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	<u>103,792.42</u>	<u>205,912.49</u>	<u>(38,773.19)</u>	<u>270,931.72</u>	<u>167,139.30</u>
TOTAL 619-CAMPGROUND	103,892.42	(205,912.49)	(38,773.19)	271,031.72	167,139.30
<u>EMERGENCY MEDICAL SERVICE</u>					
621-104 CASH IN INT BEARING ACCTS	514,878.16	1,381,279.23	(1,183,125.66)	713,031.73	198,153.57
621-1045 ASSIGNED CASH-AMBULANCE REPL	<u>68,359.00</u>	<u>0.00</u>	<u>0.00</u>	<u>68,359.00</u>	<u>0.00</u>
TOTAL 621-EMERGENCY MEDICAL SERVICE	583,237.16	(1,381,279.23)	(1,183,125.66)	781,390.73	198,153.57
<u>HEALTH INSURANCE</u>					
652-104 CASH IN INT BEARING ACCTS	<u>4,689,553.53</u>	<u>2,549,077.17</u>	<u>(1,433,150.01)</u>	<u>5,805,480.69</u>	<u>1,115,927.16</u>
TOTAL 652-HEALTH INSURANCE	4,689,553.53	(2,549,077.17)	(1,433,150.01)	5,805,480.69	1,115,927.16

CITY OF MITCHELL
CASH BALANCES REPORT
AS OF: JULY 31ST, 2024

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	(18,292.84)	584,424.63	(566,131.79)	0.00	18,292.84
700-1041 BID DEPOSITS	45,300.00	26,200.00	(19,500.00)	52,000.00	6,700.00
700-10411CORN PALACE GAMES	57,265.90	113,022.49	(170,288.39)	0.00	(57,265.90)
700-1042 REVENUE FOR STATE	20,494.26	119,819.84	(111,450.28)	28,863.82	8,369.56
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	1,581.33	586.61	(1,828.04)	339.90	(1,241.43)
700-1050 PUBLIC SAFETY-DARE	<u>1,430.08</u>	<u>0.00</u>	(<u>64.79</u>)	<u>1,365.29</u>	(<u>64.79</u>)
TOTAL 700-AGENCY FUNDS	111,406.19	(844,053.57)	(869,263.29)	86,196.47	(25,209.72)
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	<u>519,917.20</u>	<u>10,394.15</u>	(<u>1,028.00</u>)	<u>529,283.35</u>	<u>9,366.15</u>
TOTAL 710-SPECIAL ASSESSMENT-710	519,917.20	(10,394.15)	(1,028.00)	529,283.35	9,366.15
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	<u>215,513.83</u>	<u>4,457.21</u>	(<u>10,441.25</u>)	<u>209,529.79</u>	(<u>5,984.04</u>)
TOTAL 724-STREET CONSTRUCTION	215,513.83	(4,457.21)	(10,441.25)	209,529.79	(5,984.04)
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	<u>86.21</u>	<u>69,177.77</u>	(<u>84,533.14</u>)	(<u>15,269.16</u>)	(<u>15,355.37</u>)
TOTAL 753-FLEXIBLE SPENDING ACCT	86.21	(69,177.77)	(84,533.14)	(15,269.16)	(15,355.37)
GRAND TOTAL	57,172,044.72	(47,922,741.56)	(43,676,909.92)	61,417,876.36	4,245,831.64
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*** END OF REPORT ***

Date: 8/5/2024
To: Mayor & City Council
Re: July 2024 Building Permits



	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15232	Jack underberg	609 S. Minn St.	Garage	Dads Const.	\$ 22,440.00	\$ 158.00	Garages/Sheds
2	15233	Mitchell Christian School	805 W. 18th Ave.	Reroof	CE Const.	\$ 198,000.00	\$ 983.00	Commercial Additions
3	15234	Tom Shomaker	410 N. Kimball	Reroof Home	Karl Knight	\$ 8,000.00	\$ 20.00	Re-roof/shingle
4	15235	Joan Hiles	206 Charles St.	Reroof Home	Karl Knight	\$ 11,300.00	\$ 20.00	Re-roof/shingle
5	15236	Micheal Gedwill	2801 Dailey Dr.	Covered Deck	Mike Harvey	\$ 65,000.00	\$ 328.00	Residential Additions
6	15237	Ales & Mollie Loes	3700 E. Hoppy Loop	New Home	ECL	\$ 316,145.00	\$ 973.00	New Residential
7	15238	Legacy Building	2240 E. Spruce	Shed	Legacy Building	\$ 26,400.00	\$ 175.00	New Commercial
8	15239	Dan Koupal	32 N. Harmon	Deck	Praireland Const.	\$ 65,000.00	\$ 328.00	Residential Additions
9	15240	Quality Homes	900 W. Ash	New Home	Quality Homes	\$ 157,500.00	\$ 579.00	New Residential
10	15241	Echo Supply	1421 Commerce St.	New Store	WS Const.	\$ 4,128,000.00	\$ 12,923.00	New Commercial
11	15242	David Tronnes	400 E. 3rd Ave.	Reroof Home	Mitchell Roofing	\$ 18,200.00	\$ 20.00	Re-roof/shingle
12	15243	William Schladweller	1027 E. 3rd Ave	Reroof Home	Mitchell Roofing	\$ 16,000.00	\$ 20.00	Re-roof/shingle
13	15244	Tor Tousland	1312 Roland Lane	Garage	Klinger	\$ 19,200.00	\$ 140.00	Garages/Sheds
14	15245	Tanya Meany	948 Kippes Cove	Reroof Home	Karl Knight	\$ 33,900.00	\$ 20.00	Re-roof/shingle
15	15246	Mike Royston	412 S. Iowa St.	Garage Addn.	Owner	\$ 19,000.00	\$ 135.00	Garages/Sheds
16	15247	Mike Bathke	26 N. Harmon Dr.	New Home	Owner	\$ 136,500.00	\$ 525.00	New Residential
17	15248	Gary Kristensen	1822 Snead Ave.	Residential Addn.	Bldrs. 1st Source	\$ 64,350.00	\$ 327.00	Residential Additions
18	15249	Kathie Yazzie	933 E. Hanson Ave.	Reroof Home	Mitchell Roofing	\$ 27,900.00	\$ 20.00	Re-roof/shingle
19	15250	Glen Weber	712 W 5th Ave.	Reroof Home	KP Roofing	\$ 17,500.00	\$ 20.00	Re-roof/shingle
20	15251	Kim Butler	700 E. 5th Ave.	Reroof Home	KP Roofing	\$ 23,000.00	\$ 20.00	Re-roof/shingle
21	15252	Carol Hasz	414 W. 14th Ave.	Reroof Home	KP Roofing	\$ 15,000.00	\$ 20.00	Re-roof/shingle
22	15253	Scott Kaiser	600 S. Montana St.	Reroof Home	KP Roofing	\$ 12,000.00	\$ 20.00	Re-roof/shingle
23	15254	Lavonne Krcil	519 S Montana St.	Reroof Home	KP Roofing	\$ 9,000.00	\$ 20.00	Re-roof/shingle
24	15255	Brad Jamison	1000 Hurst Ave.	Reroof Home	KP Roofing	\$ 13,500.00	\$ 20.00	Re-roof/shingle
25	15256	Doug Wermers	200 Tiger St.	Reroof Home	KP Roofing	\$ 8,000.00	\$ 20.00	Re-roof/shingle
26	15257	Shannon Schaeffer	1115 N. Lawer St.	Reroof Home	KP Roofing	\$ 8,500.00	\$ 20.00	Re-roof/shingle
27	15258	Steve Morgan	420 S. Minn. St.	Reroof Home	KP Roofing	\$ 12,000.00	\$ 20.00	Re-roof/shingle
28	15259	Tony Rezac	716 E. Hanson	Reroof Home	KP Roofing	\$ 8,000.00	\$ 20.00	Re-roof/shingle
29	15260	Puerto Vallarta	905 E. Spruce	Rework Restaurant	Owner	\$ 19,800.00	\$ 198.00	Commercial Additions
30	15261	Curtis Schrank	608 S. Kimball	Reroof Home	Owner	\$ 6,000.00	\$ 20.00	Re-roof/shingle
31	15262	Lakeridge Spec	605 Zeke Ave.	New Home	ECL	\$ 246,700.00	\$ 800.00	New Residential
32	15263	Life Quest	804 N. Mentzer	Shelter	Owner	\$ 4,500.00	\$ 50.00	New Commercial
33	15264	Cory Axtell	2340 W. 23rd Ave.	14x20 Shed	Owner	\$ 6,160.00	\$ 63.00	Garages/Sheds
34	15265	Jerry Rygenski	1330 S. Kimball	Comm Reroof	CE Const.	\$ 218,000.00	\$ 1,055.00	Commercial Additions
35	15266	Jason Carnes	701 W. 2nd Ave.	Reroof Home	CE Const.	\$ 7,300.00	\$ 20.00	Re-roof/shingle
36	15267	Tammy & Bill Watson	1501 W. Spruce St.	Windows	YHIC	\$ 6,500.00	\$ 20.00	Re-roof/shingle
37	15268	Don Curtis	1330 W. Hanson	Reroof Home	CE Const.	\$ 9,000.00	\$ 20.00	Re-roof/shingle
38	15269	Twin Dragon	704 E. Norway	Comm Reroof	CE Const.	\$ 39,000.00	\$ 343.00	Commercial Additions
39	15270	Jensen Capital	801 Quince St.	New Warehouse	Jensen Capital	\$ 42,880.00	\$ 363.00	New Commercial
40	15271	Dennis Kaus	408 W. 12th Ave.	Covered Deck	Owner	\$ 2,520.00	\$ 35.00	Residential Additions

41	15272	Peter Dowsett	401 S. Edmunds	New Garage	JP Schmitz	\$ 13,600.00	\$ 105.00	Garages/Sheds
42	15273	Make It Mine	301 S. Burr St.	New Store	Area Steel	\$ 2,370,800.00	\$ 7,650.00	Commercial Additions
43	15274	Pro Contracting Fiala #1	1152 Woods Cr.	New Home	Pro Contracting	\$ 127,860.00	\$ 503.00	New Residential
44	15275	Pro Contracting Fiala #2	1153 Woods Cr.	New Home	Pro Contracting	\$ 127,860.00	\$ 503.00	New Residential
45	15276	Avera QP	525 N. Foster	Comm Reroof	ARS	\$ 353,000.00	\$ 1,525.00	Commercial Additions
46	15277	Dakota Counseling Inst.	123 W. 1st Ave.	Rework Space	Pro Contracting	\$ 550,000.00	\$ 2,190.00	Commercial Additions
47								
48								
49								
50								
51								
52								
53								
54								
Total						\$ 9,610,815.00	\$ 33,357.00	

Sincerely,
John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT

ACTIVITY REPORT FOR JULY 2024

JULY 2023	JULY 2024	YEAR TO DATE 2024
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CALLS			
Calls for Service (6 Counties)	1121	942	5,645
Calls for Service (City of Mitchell)	1149	912	5,644
Case Reports Written (City Mitchell)	242	204	1,383
TOTAL CALLS ANSWERED	2512	2058	12,672

TRAFFIC STOPS PERFORMED			
Mitchell Police	164	135	1251
All other counties	826	945	5073
TOTAL TRAFFIC STOPS	990	1080	6324

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	22	26	158

TICKETS ISSUED	107	103	707
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WARNING TICKETS ISSUED	140	115	1036
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PARKING TICKETS ISSUED	35	25	340
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Dean Knippling
Chief of Police

Mitchell Fire Rescue Monthly reports for 2024

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	178	141	152	154	178	154	170						1127
Amb. Transfers Out of Town	11	7	5	5	7	3	3						41
Fire Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total fire calls	35	19	23	33	16	38	22						186
City fire calls	30	17	20	24	15	32	20						158
County fire calls	5	2	3	9	1	6	2						28
EMS assist calls	69	54	63	54	57	65	66						428
Fire Preven. Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Fire Inspections	100	16	65	64	2	5	27						279
Consultations/Plans	24	45	63	68	48	42	13						303
Public Education	1	0	0	1	4	2	0						8
Fire Investigations	2	0	0	0	0	0	0						2
Dept. Other Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total Activities	17	12	12	14	14	13	15						97
Dept. tours	4	4	2	5	8	2	6						31
Public Education	5	3	2	4	3	2	2						21



July 2024 monthly Code Enforcement report:

- As of 08/12/24 Code Enforcement is currently monitoring 17 properties in the city of Mitchell.
- There were 47 properties warned for vegetation in the month of July.
- 12 properties were mowed in July by the contractor.

Sincerely,



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

Re: Lawn Mowing

Sincerely,

Ryan Erickson
Code Enforcement

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

MONTH --- July YEAR - 2024

Influent ----- 82.657-- Million Gallon's

Effluent ----- 83.465 -- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage ----- 91 lbs. @ \$1.45 per lb. = \$131.95

Ammonia usage ----- 16.5 lbs. @ \$2.17 per lb. = \$35.81

Poly -phosphate----- 1550 lbs. @ \$2.25 per lb. = \$3,487.50

Total = \$3,655.26

Cost per Unit (750 gallon) = \$0.040

Cost per 1,000 gallons of water = \$0.033

2022 - WATER CONSUMPTION

DATE	Lake Mitchell Influent MG	B-Y Rural Water Influent MG	Effluent to Water Towers MG
7/1/2024	0-MG	2.040	2.073
7/2/2024	0-MG	1.993	2.054
7/3/2024	0-MG	1.788	1.760
7/4/2024	0-MG	1.651	1.4
7/5/2024	0-MG	1.927	1.941
7/6/2024	0-MG	1.909	1.925
7/7/2024	0-MG	2.029	2.061
7/8/2024	0-MG	2.012	1.998
7/9/2024	0-MG	2.683	2.656
7/10/2024	0-MG	2.445	2.417
7/11/2024	0-MG	3.138	3.124
7/12/2024	0-MG	2.595	2.559
7/13/2024	0-MG	3.143	3.180
7/14/2024	0-MG	2.617	2.762
7/15/2024	0-MG	3.326	3.528
7/16/2024	0-MG	3.060	3.174
7/17/2024	0-MG	2.943	3.178
7/18/2024	0-MG	3.344	3.540
7/19/2024	0-MG	2.918	3.080
7/20/2024	0-MG	2.036	1.951
7/21/2024	0-MG	2.627	2.675
7/22/2024	0-MG	2.988	3.075
7/23/2024	0-MG	3.185	3.150
7/24/2024	0-MG	3.183	3.238
7/25/2024	0-MG	2.942	2.943
7/26/2024	0-MG	3.137	3.059
7/27/2024	0-MG	3.125	3.140
7/28/2024	0-MG	2.853	2.886
7/29/2024	0-MG	3.119	3.092
7/30/2024	0-MG	2.628	2.602
7/31/2024	0-MG	3.273	3.244
TOTALS	0-MG	82.657	83.465

<u>Date</u>	<u>Source</u>	<u>Site</u>	<u>Chlorine PPM</u> 0.5PPM-4.00PPM	<u>Bacteria</u>
7/2/2024	Wesley Acres	#9	2.12	Absent
7/2/2024	Culvers	#10	2.25	Absent
7/2/2024	Moose Lodge	#11	2.67	Absent
7/2/2024	City Library	#12	2.48	Absent
7/2/2024	City Park Dept	#13	2.63	Absent
7/2/2024	Casey's	#14	2.23	Absent
7/2/2024	Holy Family Church	#12	2.27	Absent
7/2/2024	Abra Body Shop	#20	2.33	Absent
7/8/2024	Dakota Medical Spec	#6	2.20	Absent
7/8/2024	Ericson Oil	#7	1.99	Absent
7/8/2024	Arnies	#8	2.12	Absent
7/8/2024	City Hall	#15	2.12	Absent
7/8/2024	Mitchell Tech Inst	#16	2.08	Absent
7/8/2024	Mitchell Middle School	#18	2.23	Absent
7/8/2024	Brady Memorial Home	#19	2.20	Absent
Average			2.26	Absent

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 8/1/24

Coagulant – (AF-1102) 0 Gallons

Lime 159,104 lbs. or 79.552 Ton's

Fluoride 814 Gallon's

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

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

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

Chlorine 682 lbs. or 0.341 Ton

Poly-phosphate 1750 lbs. or 0.875 Ton's

Carbon Dioxide 0 Lbs. or 0 Ton's

Ammonia 489.5 lbs. or 0.245 Ton's

CITY OF MITCHELL

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

Coagulant Aid- (2187)	=	<u>0</u> -Gals.	X	CONTRACT	=	<u>\$0.00</u>
Lime	=	<u>0#</u> or <u>0</u> - TON'S	X	<u>\$192.39/TON</u>	=	<u>\$0.00</u>
Sodium Chlorite	=	<u>0</u> -GAL.	X	CONTRACT	=	<u>\$0.00</u>
Fluoride	=	<u>0</u> -GAL.	X	<u>\$1.99/GAL.</u>	=	<u>\$0.00</u>
Polymer (2386)	=	<u>0</u> -GAL.	X	CONTRACT	=	<u>\$0.00</u>
Activated Carbon	=	<u>0#</u> or <u>0</u> - TON'S	X	<u>\$1,936.25/TON</u>	=	<u>\$0.00</u>
Chlorine	=	<u>91#</u> or <u>0.05</u> - TON'S	X	<u>\$1.45/LB.</u>	=	<u>\$131.95</u>
Poly Phosphate	=	<u>1550#</u> or <u>.775</u> TON	X	<u>\$2.25/LB.</u>	=	<u>\$3487.50</u>
Carbon Dioxide	=	<u>0#</u> or <u>0</u> - TON'S	X	<u>\$178.00/TON</u>	=	<u>\$0.00</u>
Ammonia	=	<u>16.5#</u> or <u>0.008</u> - TON'S	X	<u>\$2.17 /LB.</u>	=	<u>\$35.81</u>
Pristine Contract	=	<u>0</u> -MG of WATER	X	<u>.255/1000 GALS. RAW WATER</u>	=	<u>\$0.00</u>

TOTAL = \$3655.26

Raw Water Treated (LAKE) 0 MG-----or 0 MGD-----or----- PEAK DAY 0 MG
Finished Water (EFFLUENT) 83.465 MG-----or 2.692 MGD-----or----- PEAK DAY 3.540 MG
B-Y- Water (INFLUENT) 82.657 MG----- or 2.666 MGD-----or----- PEAK DAY 3.326 MG
B-Y & RAW WATER TREATED – TOTAL= 82.657 MG --- or 2.666 MGD ----or ----- PEAK DAY 3.326 MG

Chemical cost = 3655.26 = \$43.79 per MG or 0.04 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Lime	=	<u>0</u> Mg/L	<u>0</u> lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Fluoride	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Polymer (2386)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Activated Carbon	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 4 lbs. per Gallon / Raw Water
Chlorine	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate	=	<u>1.50</u> Mg/L--	<u>1550</u> lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer	=	<u>0</u> Mg/L --	<u>0</u>

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

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct #
06771

Date Printed
AUG 1 24

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 24	14,497,823,000	14,414,691,000	83,132,000	110,565.56		110,565.56

0.00

B-Y WATER
602-43330-42850

Balance Due Upon Receipt **\$110,565.56**

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



* 0 6 7 7 1 *

AUG 1 24
CUST ACCT # **06771**

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 24	14,497,823,000	14,414,691,000	83,132,000	110,565.56		110,565.56

0.00

Service Address

Balance Due Upon Receipt **\$110,565.56**

Remit to:

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

TOTAL
PAYMENT

\$ **119,953.06**

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

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct #
06771

Date Printed
AUG 1 24

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 24	14,497,823,000	14,497,823,000	0	9,387.50		9,387.50

0.00

OVERAGE CHARGE

Balance Due Upon Receipt \$ 9,387.50

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301



AUG 1 24
CUST ACCT # **06771**

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
AUG 1 24	14,497,823,000	14,497,823,000	0	9,387.50		9,387.50

OVERAGE CHARGE

0.00

Service Address

Balance Due Upon Receipt \$ 9,387.50

Remit to:

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

TOTAL
PAYMENT

\$

City of Mitchell Water Rate Charged

8/1/2024

	Base Rate (1,000 Gallons)	Added Rate (1,000 Gallons)	Combined Rate (1,000 Gallons)
Use below 2.65 MGD =	\$1.33	\$0.00	\$1.33
Use between 2.65 MGD to 2.90 MGD =	\$1.33	\$1.00	\$2.33
Use between 2.90 MGD to 3.15 MGD =	\$1.33	\$1.50	\$2.83
All use over 3.15 MGD =	\$1.33	\$2.00	\$3.33

Month: 7

Year: 2024

Billing Month: 8

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	1,981,000	0	1,981,000	\$2,634.73	0	\$0.00	0	\$0.00	0	\$0.00	\$2,634.73
2	1,615,000	0	1,615,000	\$2,147.95	0	\$0.00	0	\$0.00	0	\$0.00	\$2,147.95
3	1,861,000	0	1,861,000	\$2,475.13	0	\$0.00	0	\$0.00	0	\$0.00	\$2,475.13
4	2,024,000	0	2,024,000	\$2,691.92	0	\$0.00	0	\$0.00	0	\$0.00	\$2,691.92
5	1,936,000	0	1,936,000	\$2,574.88	0	\$0.00	0	\$0.00	0	\$0.00	\$2,574.88
6	1,910,000	0	1,910,000	\$2,540.30	0	\$0.00	0	\$0.00	0	\$0.00	\$2,540.30
7	1,811,000	0	1,811,000	\$2,408.63	0	\$0.00	0	\$0.00	0	\$0.00	\$2,408.63
8	1,901,000	0	1,901,000	\$2,528.33	0	\$0.00	0	\$0.00	0	\$0.00	\$2,528.33
9	2,616,000	0	2,616,000	\$3,479.28	0	\$0.00	0	\$0.00	0	\$0.00	\$3,479.28
10	2,583,000	0	2,583,000	\$3,435.39	0	\$0.00	0	\$0.00	0	\$0.00	\$3,435.39
11	3,056,000	406,000	3,056,000	\$4,064.48	250,000	\$250.00	156,000	\$234.00	0	\$0.00	\$4,548.48
12	2,595,000	0	2,595,000	\$3,451.35	0	\$0.00	0	\$0.00	0	\$0.00	\$3,451.35
13	3,143,000	493,000	3,143,000	\$4,180.19	250,000	\$250.00	243,000	\$364.50	0	\$0.00	\$4,794.69
14	2,638,000	0	2,638,000	\$3,508.54	0	\$0.00	0	\$0.00	0	\$0.00	\$3,508.54
15	3,343,000	693,000	3,343,000	\$4,446.19	250,000	\$250.00	250,000	\$375.00	193,000	\$386.00	\$5,457.19
16	3,284,000	634,000	3,284,000	\$4,367.72	250,000	\$250.00	250,000	\$375.00	134,000	\$268.00	\$5,260.72
17	2,796,000	146,000	2,796,000	\$3,718.68	146,000	\$146.00	0	\$0.00	0	\$0.00	\$3,864.68
18	3,405,000	755,000	3,405,000	\$4,528.65	250,000	\$250.00	250,000	\$375.00	255,000	\$510.00	\$5,663.65
19	2,945,000	295,000	2,945,000	\$3,916.85	250,000	\$250.00	45,000	\$67.50	0	\$0.00	\$4,234.35
20	2,500,000	0	2,500,000	\$3,325.00	0	\$0.00	0	\$0.00	0	\$0.00	\$3,325.00
21	2,587,000	0	2,587,000	\$3,440.71	0	\$0.00	0	\$0.00	0	\$0.00	\$3,440.71
22	2,645,000	0	2,645,000	\$3,517.85	0	\$0.00	0	\$0.00	0	\$0.00	\$3,517.85
23	3,396,000	746,000	3,396,000	\$4,516.68	250,000	\$250.00	250,000	\$375.00	246,000	\$492.00	\$5,633.68
24	3,124,000	474,000	3,124,000	\$4,154.92	250,000	\$250.00	224,000	\$336.00	0	\$0.00	\$4,740.92
25	3,036,000	386,000	3,036,000	\$4,037.88	250,000	\$250.00	136,000	\$204.00	0	\$0.00	\$4,491.88
26	3,562,000	912,000	3,562,000	\$4,737.46	250,000	\$250.00	250,000	\$375.00	412,000	\$824.00	\$6,186.46
27	2,931,000	281,000	2,931,000	\$3,898.23	250,000	\$250.00	31,000	\$46.50	0	\$0.00	\$4,194.73
28	2,740,000	90,000	2,740,000	\$3,644.20	90,000	\$90.00	0	\$0.00	0	\$0.00	\$3,734.20
29	3,172,000	522,000	3,172,000	\$4,218.76	0	\$0.00	0	\$0.00	0	\$0.00	\$4,218.76
30	2,975,000	325,000	2,975,000	\$3,956.75	250,000	\$250.00	75,000	\$112.50	0	\$0.00	\$4,319.25
31	3,021,000	371,000	3,021,000	\$4,017.93	250,000	\$250.00	121,000	\$181.50	0	\$0.00	\$4,449.43
TOTALS	83,132,000	7,529,000	83,132,000	\$110,565.56	3,486,000	\$3,486.00	2,281,000	\$3,421.50	1,240,000	\$2,480.00	\$119,953.06

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Previous Month Read =	14,414,691,000			
Current Month Read =	14,497,823,000			
Current Month Use =	83,132,000			
Days billed in July =	\$119,953.06	83,132,000	\$110,565.56	\$9,387.50
Days carried from month =	\$0.00	0	\$0.00	\$0.00
Total bill for July =	\$119,953.06	83,132,000	\$110,565.56	\$9,387.50

Days that will be billed in August = \$0.00

Note: August billing meter was read on August 1st therefore no July days will be included in September billing.

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 8/7/24

Organization: Dakota Wesleyan University Football

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

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

Contact Information:

Name: Alex Kretzschmar

Address: 1200 W University Ave, Mitchell, SD 57301

Phone #: 262-565-8615

Email: alex.kretzschmar@dwu.edu

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

Dates of Ticket Sales: 9/7/24

Date of Raffle Drawing: 9/7/24

Value of Raffle Prize: TBD 50/50

Proceeds Benefitting: DWU Football

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

Date Received: 8-7-2024

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 8 / 8 / 24

Organization: DWU Volleyball

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: Lindsay Wilber DWU vb head coach

Address: 1200 W. University

Phone #: 605-553-5282

Email: lindsay.wilber@dwu.edu

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

Dates of Ticket Sales: home matches Sept. 10th is 1st one

Date of Raffle Drawing: Sept. 10th

Value of Raffle Prize: 50/50

Proceeds Benefitting: DWU Volleyball program

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

Date Received: 8-8-2024

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 19, 2024	Requested By:	Kevin Nelson
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Rec Center Sewer Line Repairs Contingency Funding		
Explanation/Background of Agenda Item Requested:	The Rec Center sewer lines, under the older section of the building, have been having back-up issues over the past couple of months. By temporarily closing one toilet (in a one-stall-plus-urinal bathroom) we've been able to skirt around the issue as of late, but upon inspections by Benders and Midwest Pipe Lining, they found deterioration and holes in the cast iron pipeline due to age (50-60 old) they are not able to go in and aggressive scour the inside surface of the pipes (as they would fall apart). Thus, we have a 2-part fix. Part 1: The cast iron pipes under the building can have an epoxy liner injected into them. The product is purportedly stronger than a schedule 40 PVC and has a minimal life design of 50 years. Part 2: The Orangeburg sewer pipe, from outside the building to under Main Street, is basically a multi-layered rolled paper that was developed during WW2 (to conserve steel for the war effort). It, too, is very deteriorated. It would be even more difficult to clean and epoxy line, so we have the option of digging up and replacing that section from the west (24-7 access) Rec Center parking lot to nearly across Main Street. Replacement of this section of pipe (with 6" or 8" PVC) should save approximately \$16,000 versus injecting it with epoxy. The epoxy method is list as 'Option 2' in the quote. Quotes were sought from multiple contractors who do rehabilitation of sewer pipes, but only one contractor ultimately submitted a quote over the past month. Total cost, including work under the Rec Center, as well as from the Rec Center to the connection point under Main Street, is projected to cost \$70,000. Staff recommends approval of the under-building sewer lining work via Midwest Pipe Lining and the remainder of the work (replacement from just outside the Rec to the connecting point under Main Street) via a local contractor.		

Midwest Pipe Lining

PO Box 74 | Florence, South Dakota 57235
605-880-5348 | derrick@midwestpipelining.com | midwestpipelining.com

RECIPIENT:

Mitchell SD Recreation Center

1300 North Main Street
Mitchell, South Dakota 57301

Quote #3290

Sent on Jul 21, 2024

Total \$31,620.00

Product/Service	Description	Qty.	Unit Price	Total
Scope of Work	Clean and rehabilitate failing cast iron and Orangeburg pipe	1	\$0.00	\$0.00
Lining from west wall CO to the west side of the sidewalk outside the building	Our liner would extend approximately 2' past the outside sidewalk to give a possible future excavation crew some working room away from the buildings foundation and the sidewalk. The liner would rehabilitate all the cast iron and a small portion of the Orangeburg pipe. Mill out tuberculation and calcification from cast iron sewer line restoring it back to its original cylindrical shape and size. Cleaning of milled debris from lines. Mill out delamination and deformation in Orangeburg pipe. Clean pipe of debris. Measure and prep for lining. *Debris disposal included in price Rehabilitate using a reinforced TPU coated and transitional PES felt material that is impregnated with a commercial epoxy resin. Liner is air inverted, steam cured, and cooled for proper curing and allows no shrinkage. The heating process will be extended to allow the high temperatures to help reshape the Orangeburg piping. 100% solids epoxy is styrene free, solvent free, filler free, and VOC free. Meets or exceeds all certifications & approvals: ASTM 14 / NSF14 / ICC-ES-1011 / IAMPO Note: Product is stronger than schedule 40 PVC and has a minimal life design of 50 years	1	\$4,780.00	\$4,780.00

Midwest Pipe Lining

PO Box 74 | Florence, South Dakota 57235

605-880-5348 | derrick@midwestpipelining.com | midwestpipelining.com

Product/Service	Description	Qty.	Unit Price	Total
Rehabilitate sewer line from men's locker room to west wall CO	Prepping, Descaling, and Lining of cast iron sewer pipe. Mill out tuberculation and calcification from cast iron sewer line restoring it back to its original cylindrical shape and size. Cleaning of milled debris from lines. *Debris disposal included in price *All camera work is included in the price Rehabilitate using a TPU transitional PES felt material that is impregnated with a commercial epoxy resin. Liner is air inverted, steam cured, and cooled for proper curing and allows no shrinkage. 100% solids epoxy is styrene free, solvent free, filler free, VOC free and designed for use inside of buildings. Meets or exceeds all certifications & approvals: ASTM 14 / NSF14 / ICC-ES-1011 / IAMPO Note: Product is stronger than schedule 40 PVC and has a minimal life design of 50 years	1	\$9,650.00	\$9,650.00
Rehabilitate sewer line from main bathroom room to trunk line	Prepping, Descaling, and Lining of cast iron sewer pipe. Mill out tuberculation and calcification from cast iron sewer line restoring it back to its original cylindrical shape and size. Cleaning of milled debris from lines. *Debris disposal included in price *All camera work is included in the price Rehabilitate using a TPU coated transitional PES felt material that is impregnated with a commercial epoxy resin. Liner is air inverted, steam cured, and cooled for proper curing and allows no shrinkage. 100% solids epoxy is styrene free, solvent free, VOC free, filler free, and designed for use inside of buildings. Meets or exceeds all certifications & approvals: ASTM 14 / NSF14 / ICC-ES-1011 / IAMPO Note: Product is stronger than schedule 40 PVC and has a minimal life design of 50 years includes service reinstatements	1	\$14,510.00	\$14,510.00

Midwest Pipe Lining

PO Box 74 | Florence, South Dakota 57235

605-880-5348 | derrick@midwestpipelining.com | midwestpipelining.com

Product/Service	Description	Qty.	Unit Price	Total
Option 1. Rehabilitate sewer line from secondary bathroom to trunk line	Prepping, Descaling, and Lining of cast iron sewer pipe. Mill out tuberculation and calcification from cast iron sewer line restoring it back to its original cylindrical shape and size. Cleaning of milled debris from lines. *Debris disposal included in price *All camera work is included in the price Rehabilitate using a TPU coated transitional PES felt material that is impregnated with a commercial epoxy resin. Liner is air inverted, steam cured, and cooled for proper curing and allows no shrinkage. 100% solids epoxy is styrene free, solvent free, filler free, VOC free and designed for use inside of buildings. Meets or exceeds all certifications & approvals: ASTM 14 / NSF14 / ICC-ES-1011 / IAMPO Note: Product is stronger than schedule 40 PVC and has a minimal life design of 50 years Includes service reinstatements	0	\$18,640.00	\$0.00
Option 2. Lining from West wall to street connection	This line is extremely long and mostly Orangeburg. This option provides a no-dig option and will not require the state highway or parking lot to be dug up. If this option is chosen the \$4780.00 line item will be subtracted from the invoice. Mill out tuberculation and calcification from cast iron sewer line restoring it back to its original cylindrical shape and size. Cleaning of milled debris from lines. Mill out delamination and deformation in Orangeburg pipe. Clean pipe of debris. Measure and prep for lining. *Debris disposal included in price Rehabilitate using a reinforced TPU transitional PES felt material that is impregnated with a commercial epoxy resin. Liner is air inverted, steam cured, and cooled for proper curing and allows no shrinkage. The heating process will be extended to allow the high temperatures to help reshape the Orangeburg piping. 100% solids epoxy is styrene free, solvent free, filler free, and VOC free. Meets or exceeds all certifications & approvals: ASTM 14 / NSF14 / ICC-ES-1011 / IAMPO Note: Product is stronger than schedule 40 PVC and has a minimal life design of 50 years	0	\$36,430.00	\$0.00
Point Repair	In most cases we can line over a hole in the side of a pipe. However if a spot repair is needed I wanted to include a price for a 2' reinforced point repair.	0	\$1,500.00	\$0.00

Midwest Pipe Lining

PO Box 74 | Florence, South Dakota 57235
605-880-5348 | derrick@midwestpipelining.com | midwestpipelining.com

Product/Service	Description	Qty.	Unit Price	Total
Mobilization to jobsite(includes hotel and per diems)	Transportation of equipment and men	1	\$2,680.00	\$2,680.00

If any of the optional items are added we will keep the mobilization charges the same. The hotels and per diems are built into the price.

This quote is valid for the next 30 days, after which values may be subject to change.

Total	\$31,620.00
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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 19, 2024	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Purchase of Equipment for Snow Removal and Authorization for Contingency Funds		
Explanation/Background of Agenda Item Requested:	Action to Approve Purchase of Equipment for Snow Removal & Authorization for Contingency Funds The Street Department is requesting the purchase of equipment to assist in snow removal. We currently only have one road grader that has a wing. We have two road graders that complete snow removal. This wing would be added to the road grader that doesn't currently have one. This will aid in efficiency of snow removal. The wing moves the snow further away from the edge of the road in the more rural areas of town. Staff recommends council approval of the purchase of a new Road Grader Wing for a total cost of \$25,877.64. Funding will come from: \$5,000 remaining in Snow removal equipment \$21,000 Contingency		

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

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

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

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

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

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

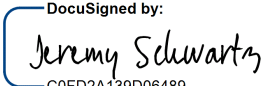
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

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

Sourcwell

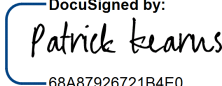
DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:

 By: 68A87926721B4E0...
 Patrick Kearns
 Title: Vice President Sales & Marketing,
 Construction Industries
 Date: 5/24/2023 | 9:13 AM PDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

Table 3: Industry Recognition & Marketplace Success

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

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*
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Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

Table 6: Ability to Sell and Deliver Service

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

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

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

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

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

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.
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Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

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

Table 14C: Required Offering of Equipment

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

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

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

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

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

ARTICLE I: GRANT OF LICENSE

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

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

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

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

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

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

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

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

(excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

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

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

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

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



Proposal Opening Record

Date of opening: January 17, 2023

Sourcewell posted Request for Proposal #011723, for the procurement of Heavy Construction Equipment with Related Attachments and Technology, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, November 15, 2022, and the solicitation remained in an open status within the portal until January 17, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 17, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011723 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

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

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

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



The New York State Contract Reporter

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

This document printed
Tuesday, 11/15/2022

Contracting Opportunity

Title: Heavy Construction Equipment with Related Attachments and Technology

Agency: Sourcewell

Division: Procurement Department

Contract Number: 011723

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/15/2022

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

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

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

BOMAG Americas, Inc.

Caterpillar, Inc.

CNH Industrial America, LLC

Grove U.S. LLC dba Manitowoc

Hyundai Construction Equipment Americas, Inc.

John Deere Construction Retail Sales

Komatsu America Corp.

Link Belt Cranes

Volvo Construction Equipment North America, LLC

Contact Information

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

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

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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AFFIDAVIT OF PUBLICATION



DJC OREGON

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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

Case Number: NOT PROVIDED

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS AND TECHNOLOGY

Sourcewell; Bid Location Staples, MN, Todd County; Due 01/17/2023 at 04:30 PM

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

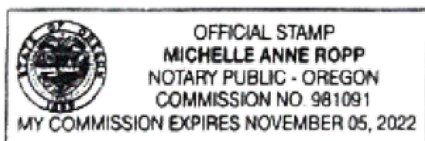
11/16/2022

State of Oregon
County of Multnomah

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

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL
HEAVY CONSTRUCTION EQUIPMENT
WITH RELATED ATTACHMENTS
AND TECHNOLOGY**

**Proposals due 4:30 pm,
January 17, 2023**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Nov. 16, 2022. 12173819

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

Order No.: 12173819
Client Reference No:

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

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

11/17/2022, 11/24/2022

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

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
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D. Roberts
Legal Clerk
Mariah Verhagen
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Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Heavy Construction Equipment with Related Attachments and Technology** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0098079
Nov 15 2022

State of South Carolina

County of Richland

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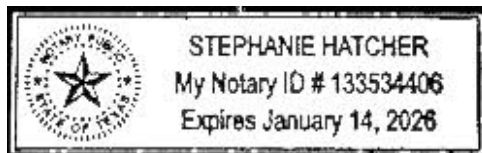
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Sworn to and subscribed before me this 15th day of November in the year of 2022

Stephanie Hatcher

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Hammer ‘almost blacks out’ with 64

Adam Schupak
Golfweek | USA TODAY Network

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Beth Ann Nichols
Golfweek | USA TODAY Network

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

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

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

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

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

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



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

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

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

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

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

MLB UNANIMOUS CY YOUNG WINNERS

Verlander wins for third time at 39

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

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

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



Verlander

on all 30 ballots.

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

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

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

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

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

Alcantara also Marlins’ 1st-timer

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

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

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

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

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

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Opportunity Notice Heavy Construction Equipment with Related Attachments and Technology

Opportunity Information

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

Category: Goods

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

[View Bid Package](#)

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

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

Response Submission:

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

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

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

Response Contact:

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

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, 4:30 pm Central Time, and late proposals will not be considered.

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

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

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

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

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

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

Opportunity Description:

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

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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

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**Bid RFP #011723 - Heavy Construction Equipment with Related Attachments and Technology**Bid Type **RFP**Bid Number **011723**Title **Heavy Construction Equipment with Related Attachments and Technology**Expected Start Date **Nov 15, 2022 12:00:00 AM CST**Expected End Date **Jan 17, 2023 4:30:00 PM CST**Agency **Sourcewell**

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

Questions

0 Questions

0 Unanswered

[\[View Questions\]](#)**Edit Bid**[\[Edit\]](#)**Description**

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Pre-Bid ConferenceDate **Dec 6, 2022 10:00:00 AM CST**Location **Online Conference**Notes **Login information will be emailed two business days prior to the event.****Documents**

No Documents for this bid

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Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 011723
Bid Name:	Heavy Construction Equipment with Related Attachments and Technology
Bid Status:	Open
Bid Closing Date:	Tue Jan 17, 2023 4:30:00 PM (CST)
Question Deadline:	Mon Jan 9, 2023 4:30:00 PM (CST)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time , and late proposals will not be considered.
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Meeting Locations

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

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

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

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



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Heavy Construction Equipment with Related Attachments and Technology

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

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

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

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

[Sourcewell Procurement Portal](#)



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Solicitation Setting

✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

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

Internal Information (For Internal Use Only)

Procurement Title/Project Name 011723 Heavy Construction Equipment

Advertisement

Basic Settings

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

Selected Categories

Automotive/ Industrial

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



Solicitation Overview



Heavy Construction Equipment with Related Attachments and Technology

011723

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

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

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

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

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

Prebid Conference	2022/12/06 01:00:00 AM EST
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Contact Information

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

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2022/12/06 01:00:00 AM EST
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

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

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)		
G	Goods Goods	
N38	Construction, Mining, Excavating And Highway Maintenance Equipment Construction, Mining, Excavating And Highway Maintenance Equipment	
N3800	CONSTRUCTION, MINING, EXCAVATING AND HIGHWAY MAINTENANCE EQUIPMENT Construction, mining, excavating and highway maintenance equipment	
MERX Category (1)		
G	Goods Goods	
G28	Special Purpose Vehicles Special Purpose Vehicles	
UNSPSC Categories (4)		
22000000	Building and Construction Machinery and Accessories	
22100000	Heavy construction machinery and equipment	
22101500	Earth moving machinery	
22101700	Heavy equipment components	
22101900	Building construction machinery and accessories	
22102000	Building demolition machinery and equipment	



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

Heavy Construction Equipment with Related Attachments and Technology

The following advertisement was placed November 15, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, and PublicPurchase.com, November 16, 2022 in Oregon's *Daily Journal of Commerce*, and on November 17 and November 24, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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

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

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

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 17, 2023 at 4:31:28 pm CT. Proposals were received from the following:

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

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Michael Muñoz, CPPB, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

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

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from MAZIO ATTACHMENTS, LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The preceding recommendations were approved on February 23, 2023.

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

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

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

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

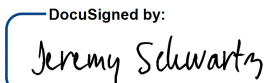
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #011723 for Heavy Construction Equipment with Related Attachments and Technology**.

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

I hereby certify:

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

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer



Proposal Evaluation

Heavy Construction Equipment with Related Attachments and Technology RFP #011723

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

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

DocuSigned by:

James Voelker

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

Michael Muñoz

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Michael Muñoz, CPPB, Procurement Analyst

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Carol Jackson

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Carol Jackson, Procurement Analyst

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Bill Davison

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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst



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

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

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

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

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING CONTRACTS

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

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

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

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

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

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

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not limited to, the following types of heavy construction equipment:

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

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

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

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

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

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

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

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

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

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

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

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

C. REQUIREMENTS

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

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

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

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

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

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

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

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

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

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

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

B. AWARD(S)

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

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

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

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

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

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

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

E. DISPOSITION OF PROPOSALS

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

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



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

Question 1:

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

Answer 1:

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

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

End of Addendum

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



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

RFP Amendment:

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

* * * *

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

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

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



12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

Question 1:

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

Answer 1:

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

Question 2:

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

Answer 2:

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

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. "Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract."

End of Addendum

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



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

Question 1:

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

Answer 1:

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

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 2:

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

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

Answer 2:

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

End of Addendum

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



01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

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

Question 1:

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

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

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

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

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

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

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

10/18/2022

Resolution No. 2022_28

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

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

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

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

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

Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

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

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

APPENDIX A

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

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

Requesting Board permission to Re-Solicit the following categories:

Indefinite Delivery Indefinite Quantity Construction - Illinois

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

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

CONTRACT EXTENSIONS

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

NEW IDIQ CONTRACTS

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

IDIQ Contract Extensions

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

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

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

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

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

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

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

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

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

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

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

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

APPENDIX A

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

Alternative Student/Client Transportation Solutions

Requesting Board permission to Re-Solicit the following categories:

Fabric Structures with Related Materials and Services

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Indefinite Delivery Indefinite Quantity Construction - Kansas

NEW CONTRACTS
CONSENT AGENDA ITEMS

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

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

APPENDIX A Continued

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

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 19, 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		
Agenda Item:	Special Event Permit Application For The Back 40 Live Music on August 23-24, 2024		
Explanation/Background of Agenda Item Requested:	The Back 40 is requesting a Special Event Permit for live music on August 23rd-24th, 2024, from 9:30 PM until 1:30 AM. The Back 40 will be hosting the Reggae rock band, Camp Comfort, for live music on their outdoor patio. This event 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 from 9:30 PM to 1:30 AM on August 23rd-24th: • Noise Permit ○ Sound checks will be performed at 12:00 PM on Friday, August 23rd. The Special Event Permit does not require a Certificate of Liability Insurance, since the event is being hosted on private property. 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 #3630****Date Submitted: 8/8/2024**

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:*

The Back 40 Live Music

Event Date:*

8/23/2024

—

8/24/2024

Event Hours:*

9:30 PM

—

1:30 AM

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

- ☐ Street Closure(s) (\$200 Fee)
- ☐ Parking Lot Closure(s) (\$200 Fee - waived if also requesting street closure)
- ☐ Dry Run Creek Park Closure (\$300 Fee)
- ☐ 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)

—

Time Requested for Parking Lot Closure(s)

—

Time Requested for Dry Run Creek Park Closure

—

Event Information:

Overall Event Description:*

Live music on outdoor patio

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:*

Many

Name of Group Sponsoring the Event:*

None

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:*

Keke Leiferman

Contact Person's Email:*

Theback40sd@gmail.com

Phone Number: *

6056821690

Day of Event Contact Person:*

Keke Leiferman

Contact Person's Email:*

Theback40sd@gmail.com

Phone Number:*

6056821690

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.

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.

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?

9:30 pm — **1:30 AM**

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?

12:00 PM

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below.

Fireworks permits require that the applicant acquire and provide a copy of a Certificate of Liability Insurance coverage with a \$1,000,000 General Liability per occurrence coverage with the City of Mitchell must be listed as an additional insured.

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

Name

Address

City

State

Zip Code

Phone Number

Email Address

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**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.*

Keke Leiferman

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.*

Keke Leiferman

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.*

Keke Leiferman

I am attaching the following items:

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

Parade Route Map Attachment

Choose File No file chosen

Street or Parking Lot Closure Map Attachment

Choose File No file chosen

Event Map Attachment

Choose File No file chosen

Certificate of Liability Insurance Attachment

Choose File No file chosen

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document

Choose File No file chosen

Additional Document

No file chosen

Action of City Council _____

Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 19, 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		
Agenda Item:	Special Event Permit Application For Cursed Chains Challenge Disc Golf Tournament on Saturday, October 26, 2024		
Explanation/Background of Agenda Item Requested:	The Cursed Chains Challenge Disc Golf Tournament is requesting a Special Event Permit for Saturday, October 26th, 2024, from 7:00 AM until 7:00 PM. The Cursed Chains Challenge Disc Golf Tournament is being held at Dry Run Creek Disc Golf Course where they are expecting between 60–90 players. The event is adding four, alternative holes, west of Sanborn to Minnesota St. Proper signage will be displayed throughout the course stating that the park is closed for a tournament and due to potential hazards, flying discs. This event is being held within a City park (Dry Run Creek). Please refer to the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following from 7:00 AM to 7:00 PM on Saturday, October 26th: • Dry Run Creek Park & Disc Golf Course Closure (\$300 fee) Please reference the attached Dry Run Creek Park Closure Event Map for further information. Dan Woodraska will submit the 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 tournament. 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 #3620****Date Submitted: 7/29/2024**

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:*

Cursed Chains Challenge Disc Golf Tournament

Event Date:*

10/26/2024

—

Event Hours:*

07:00 AM

—

07:00 PM

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

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

☒ Dry Run Creek Park Closure (\$300 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)

 —

Time Requested for Parking Lot Closure(s)

 —

Event Information:

Overall Event Description:*

I will be holding a PDGA sanctioned disc golf tournament at Dry Run Run Creek disc golf course. I would also like to add 4 extra alternative holes west of Sanborn St down to Minnesota St like we have for previous tournaments for the Mitchell Disc Golf Club. We already have enough signs to put at every entrance of Dry Run (Minnesota st to Burr st) stating that park is closed for a tournament with hours and dangers. Players Check-in will be 7am to 830am with tournament start at 9am, two 22 hole rounds will be played with an award presentation following. The PDGA has already approved the sanctioning of the tournament and insurance proof from the PDGA will be sent out 2 weeks before the tournament. Cary Muleinberg will be my assistant tournament director who has ran the previous tournaments for 10 years

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:*

Name of Group Sponsoring the Event:*

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

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

501C Exemption Letter Attachment

 No file chosen

Event Application Contact Person:*

Contact Person's Email:*

dwoodraska@gmail.com

Phone Number: *

6059332012

Day of Event Contact Person:*

Daniel Woodraska

Contact Person's Email:*

dwoodraska@gmail.com

Phone Number:*

6059332012

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.*

If the bathrooms at dry run are closed by October 26th due to weather it'd be appreciated if they could be used that day otherwise we can provide a porta pot

This event will include the use of:

* Please reserve any item(s) selected below and submit fee to the respective City Department, along with the completion and submission of the application.

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

Safety, Security, and Accessibility

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

We have signs for every entrance into dry run stating that a disc golf tournament is in session with set times and potential hazards.

Dry Run parking lot and adjacent streets have always been enough to handle the parking needs with no problems

Noise Permits

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

Will Sound Amplification be used?*

☐ Yes

☒ No

What time will sound amplification be used?

hh:mm am/pm

—

hh:mm am/pm

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

☐ Yes

☒ No

When will sound checks be preformed?

hh:mm am/pm

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below.

Fireworks permits require that the applicant acquire and provide a copy of a Certificate of Liability Insurance coverage with a \$1,000,000 General Liability per occurrence coverage with the City of Mitchell must be listed as an additional insured.

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

Name

Address

City

State

Zip Code**Phone Number****Email Address****Date of Display****Time of Display** — **Type of Fireworks**

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

Exact Location of Display:**What are the width perimeter requirements?**

Insurance Requirements

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

Special Events: you will need \$1,000,000 Commercial General Liability Insurance per occurrence. Liquor Liability Insurance is required if you are planning to sell alcoholic beverages at your event or facilities rental. A minimum of \$500,000 Liquor Liability Insurance is required per occurrence. Fireworks Permits require \$1,000,000 of General Liability Insurance per occurrence.

All required insurance must name the "City of Mitchell, its officers, employees, and agents" as an **additional insured**. Insurance coverage must be maintained for the duration of this event.

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

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

Name of Insurance Company*

Professional Disc Golf Association

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.*

Mitchell

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.*

6059332012

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.*

Dan Woodraska

I am attaching the following items:

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

Parade Route Map Attachment No file chosen

Street or Parking Lot Closure Map Attachment

Choose File No file chosen

Event Map Attachment

Choose File No file chosen

Certificate of Liability Insurance Attachment

Choose File No file chosen

Certificate of Liquor Liability Insurance Attachment

Choose File No file chosen

Additional Document

Choose File No file chosen

Additional Document

Choose File No file chosen

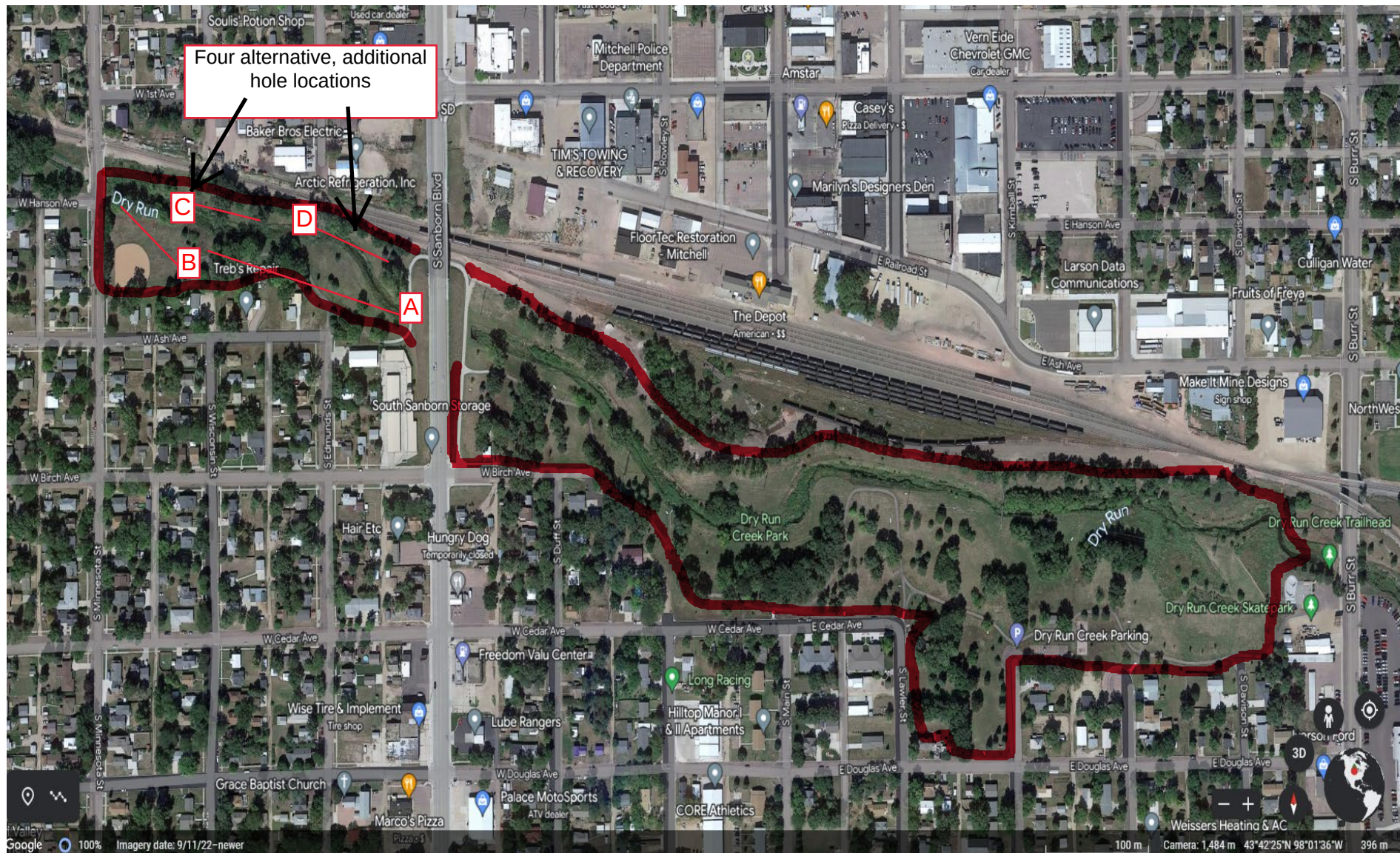
Action of City Council _____

Finance Officer_____
Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____





Minnesota
ST

Sanborn
Bridge

A	B	C	D
Par 4	3	3	3
715'	288'	284'	315'



PAR
4

HOLE A

715 FEET

Out of Bounds

- ▶ Creek: painted boundary
- ▶ Path: on and over

Yield to path users.

Marker

- ▶ 412' from tee
- ▶ 320' to pin

ELEV
-10'



Cary Muilenburg
PDGA #60072



M
MITCHELL DISC GOLF

B.Prill 2023



HOLE B

288 FEET

Out of Bounds

- ▶ Creek: painted boundary
- ▶ Path: on and over

Use the sidewalk to access the other side of the creek for holes C and D.

PAR
3



@benjamin.prill





HOLE C

284 FEET

Out of Bounds

- ▶ Creek: painted boundary
- ▶ Railroad: on and over

Elevation Profile



P
A
R
3



Ronnie Hoeltzner JR
PDGA #211674



M
MITCHELL DISC GOLF

B.Prill 2023



HOLE D

315 FEET

Out of Bounds

- ▶ Island hole
- ▶ Proceed to the drop zone if tee shot is OB

PAR
3



Dan Woodraska
PDGA #117243



M
MITCHELL DISC GOLF

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:



Change Order

Change Order # 2
Date 7/26/2024
Contract Date 3/1/2023

To Contractor:

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

Project**Project Address**

Cadwell Park Press Box
Mitchell, SD

The Contract is modified as follows:

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

RFP #2: Item 1: Close gaps with field cut prefinished steel	\$4,500.00
RFP #2: Item 2: Credit for not removing bleachers	-\$200.00
RFP #2: Item 3: Remove existing concrete step. Install new concrete step.	\$1,320.00

The original Contract Sum was	\$560,000.00
The net change by previously authorized Change Orders	(\$2,071.84)
The Contract Sum prior to this Change Order was	\$557,928.16
The Contract Sum will be Increased by this Change Order in the amount of	\$5,620.00
The new Contract Sum including this Change Order will be	\$563,548.16
The Contract Time will be Increased (days)	2
The date of Substantial Completion, as of the date of this Change Order, therefore is	7/16/2024

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

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

ARCHITECT

Ciavarella Design Inc.

ADDRESS

410 W 2nd Ave #4
Mitchell, SD 57301

SIGNED**NAME**

Kevin Genzlinger, AIA

DATE

7/26/2024

CONTRACTOR

Rexwinkel Concrete, Inc.

ADDRESS

225 S Industrial Ave
Corsica, SD 57328

SIGNED**NAME****DATE****OWNER**

City of Mitchell

ADDRESS

612 N Main St
Mitchell, SD 57301

SIGNED**NAME****DATE**

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Odyssey Entertainment, Inc.
5800 Crystal Airport Road
Crystal, MN 55429

Owner's Telephone #: 651-334-7949

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

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

Date 7-22-24 Print Name Gary R Westmark Signature _____

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Odyssey Luxury 5
209 N Lawler
Mitchell, SD 57301

Business Telephone #: 651-334-7949

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 4, 5A and 6A, Block Nine (9), Original City of Mitchell, County of Davison, South Dakota

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

E. State Sales Tax Number 1041-2907-ST

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

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 Odyssey Entertainment, Inc.

Address of office and principal place of business of corporation/partnership/LP/LLC 5800 Crystal Airport Road, Crystal, MN 55429

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

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

Name	Office	Address	Occupation
Bryan Sieve	Odyssey Corporate	5800 Crystal Airport Road, Crystal, MN 55429	President and Co-CEO
Steve Tripp	Odyssey Corporate	5800 Crystal Airport Road, Crystal, MN 55429	Co-CEO

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
N/A	

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

Bryan Sieve, 5800 Crystal Airport Rd, Crystal MN 55429

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

8/2/24

Date Received _____
Date Issued _____

License No. RL-5771

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Bradley Theme, LLC dba: Bradley's Pub & Grille
514 N Main Street
Mitchell, SD 57301

Owner's Telephone #: 605-999-7858

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

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

Date 08/06/2024

Print Name Jason Bradley

Signature _____

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Bradley's Pub & Grille
514 N Main Street
Mitchell, SD 57301

Business Telephone #: 605-996-9488

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:

LTS 14, 15 & S10' LT 16 BLK 11 M.H. ROWLEYS 1ST
ADDN-NW

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

E. State Sales Tax Number 1037-4185 ST

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

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 Bradley Theme, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 103 N Harmon Drive 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
Jen Bradley	President	103 N Harmon Drive Mitchell, SD 57301	Owner / Operator
Jason Bradley	Vice President	103 N Harmon Drive Mitchell, SD 57301	Owner / Operator

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
Jason & Jen Bradley	Retail on and off sale malt beverage RB-2846 - 514 N Main Street Mitchell, SD 57301
Bradley Theme, LLC	Retail on and off sale wine RW-6509 - 514 N Main Street Mitchell, SD 57301

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

103 N Harmon Drive Mitchell, SD 57301

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



8/6/24

Date Received _____
Date Issued _____

License No. RB-2844

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Bradley Theme, LLC dba: Bradley's Pub & Grille
514 N Main Street
Mitchell, SD 57301

Owner's Telephone #: 605-999-7858

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

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

Date 08/06/2024

Print Name Jason Bradley

Signature _____

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Bradley's Pub & Grille
514 N Main Street
Mitchell, SD 57301

Business Telephone #: 605-996-9488

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:

LTS 14, 15 & S10' LT 16 BLK 11 M.H. ROWLEYS 1ST
ADDN-NW

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

E. State Sales Tax Number 1037-4185 ST

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

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 Bradley Theme, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 103 N Harmon Drive 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
<u>Jen Bradley</u>	<u>President</u>	<u>103 N Harmon Drive Mitchell, SD 57301</u>	<u>Owner / Operator</u>
<u>Jason Bradley</u>	<u>Vice President</u>	<u>103 N Harmon Drive Mitchell, SD 57301</u>	<u>Owner / Operator</u>

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
<u>Jason & Jen Bradley</u>	<u>Retail on and off sale wine RW-6509, 514 N Main Street Mitchell, SD 57301</u>
<u>Bradley Theme, LLC</u>	<u>Retail On-Sale Liquor RL-5771 514 N Main Street Mitchell, SD 57301</u>

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

103 N Harmon Drive Mitchell, SD 57301

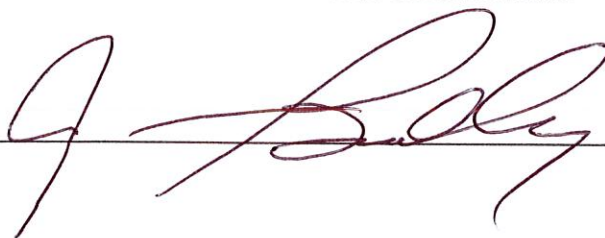
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



8/16/24

Date Received _____
Date Issued _____

License No. RW-4509

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Bradley Theme, LLC dba: Bradley's Pub & Grille
514 N Main Street
Mitchell, SD 57301

Owner's Telephone #: 605-999-7858

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

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

Date 08/06/2024

Print Name Jason Bradley

Signature _____

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Bradley's Pub & Grille
514 N Main Street
Mitchell, SD 57301

Business Telephone #: 605-996-9488

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:

LTS 14, 15 & S10' LT 16 BLK 11 M.H. ROWLEYS 1ST
ADDN-NW

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

E. State Sales Tax Number 1037-4185 ST

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

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 Bradley Theme, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 103 N Harmon Drive 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
Jen Bradley	President	103 N Harmon Drive Mitchell, SD 57301	Owner / Operator
Jason Bradley	Vice President	103 N Harmon Drive Mitchell, SD 57301	Owner / Operator

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
Jason & Jen Bradley	Retail on and off sale malt beverage RB-2846 - 514 N Main Street Mitchell, SD 57301
Bradley Theme, LLC	Retail On-Sale Liquor RL-5771 514 N Main Street Mitchell, SD 57301

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

103 N Harmon Drive Mitchell, SD 57301

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



8/14/24

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

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

Owner's Telephone #: _____

B. Business Name and Address

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

Business Telephone #: 605-996-4724

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

County: _____

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

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

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License 9-14-24 Under wedding

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.

D. Legal description of licensed premise:

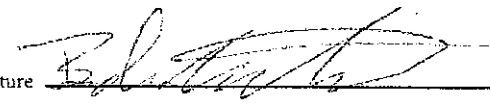
Lot 5 & 6 Block 4 MH Rowley
1st Addition to the city of Mitchell
SD

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

E. State Sales Tax Number _____

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

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

Date 8/14/24 Print Name Brandon Manchester Signature 

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

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

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

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

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

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

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

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

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

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

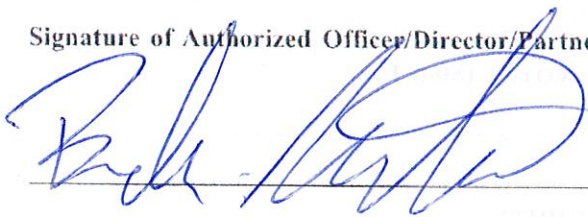
With signature the applicant agrees to the following:

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

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



8/14/24

PAY ESTIMATES FOR AUGUST 19, 2024

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Rice Lake West	#2020-20 Mitchell Pump Station Above Ground	#15	\$ 416,159.29	\$ 9,104,360.75	\$ 11,637,377.02
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#42	\$ 841.19		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#43	\$ 12,889.18	\$ 1,290,368.38	\$ 1,462,687.34
Maguire Iron	#2021-3 West Side Water Tower - Schedule A	#5	\$ 39,982.00	\$ 457,640.00	\$ 457,640.00
Dennis & Darlene Koch	#2021-18 Firesteel Ducks Unlimited NAWCA Easement	#1	\$ 83,625.00	\$ 83,625.00	
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#14	\$ 1,023.50	\$ 212,852.80	\$ 219,386.00
Helms & Associates	#2021-30 New Recycling Bldg at Landfill	#20	\$ 1,167.50	\$ 107,673.66	\$ 120,465.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#19	\$ 35,326.76	\$ 1,217,567.54	\$ 1,908,860.00
Rexwinkel Concrete Inc.	#2022-34 Cadwell Park Press Box	#9	\$ 40,563.00	\$ 502,135.34	\$ 557,928.16
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#14	\$ 955.00	\$ 100,413.00	\$ 309,630.00
Brosz Engineering	#2023-23 West End Bridge	#3	\$ 3,900.00	\$ 18,205.00	\$ 49,400.00
Brosz Engineering Inc.	#2024-2 East 5th - Burr to Foster - Utilities	#8	\$ 15,972.50	\$ 82,700.00	\$ 238,710.00
Randall Community Water District	#2024-7 Randall Regional Waterline Study	#6	\$ 54,367.95	\$ 248,497.40	\$ 250,000.00
	TOTALS		\$ 706,772.87	\$ 13,426,038.87	\$ 17,212,083.52

Prepared by Deb Hanson-Sudbeck

PACKET : 06992 06993 06994 06995

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
=====						
01-04015	CORN PALACE					
		I-MIT08052024	101-41110-42600	SUPPLIES & MA CITY COUNCIL WATER	203151	14.75
DEPARTMENT 1110 CITY COUNCIL					TOTAL:	14.75

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1210 MAYOR'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01518	VERIZON WIRELESS					
		I-9970219080	101-41210-42800	UTILITIES-TEL ACCT #886931646-00001	203291	42.68
DEPARTMENT 1210 MAYOR'S OFFICE						TOTAL: 42.68

PACKET : 06992 06993 06994 06995

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06750	ATV HOLDINGS, LLC dba M					
	I-11051995		101-41220-42800	UTILITIES-TEL ACCT #00223662-2	203224	1.37
DEPARTMENT 1220 CITY ADMINISTRATOR						TOTAL: 1.37

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03124	AMERICAN LEGAL PUBLISHI					
	I-32628	101-41410-42800	RECODIFY CITY SUPPLEMENT PAGES	203117	431.55	
01-06739	THOMSON REUTERS - WEST					
	I-850571452	101-41410-42610	WEST GROUP LA JULY 2024 ONLINE SUBSCRIPTION	203283	824.82	
01-06750	ATV HOLDINGS, LLC dba M					
	I-11051995	101-41410-42810	UTILITIES-TEL ACCT #00223662-2	203224	2.32	
DEPARTMENT 1410 ATTORNEY'S OFFICE					TOTAL:	1,258.69

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00652	ELO PROF LLC					
		I-117037	101-41420-42200	PROFESSIONAL ANNUAL AUDIT FOR 2023	203167	19,750.00
01-01590	MCLEOD'S PRINTING					
		I-74586	101-41420-42620	CHECKS, RCPTS ENVELOPES	203209	99.97
01-03267	WALMART/CAPITAL ONE					
		I-8312.07112024	101-41420-42600	SUPPLIES & MA FOAM CUPS	203294	29.87
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED2686	101-41420-42600	SUPPLIES & MA LEGAL FILES,HIGHLIGHTERS	203186	125.68
		I-01ED2687	101-41420-42600	SUPPLIES & MA HIGHLIGHTER	203186	13.44
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	101-41420-42800	UTILITIES - T ACCT #00223662-2	203224	4.75
DEPARTMENT 1420 FINANCE					TOTAL:	20,023.71

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04779	AVERA OCCUPATIONAL MEDI					
	I-00111810-00		101-41440-42231	EMPLOYEE PHYS PHYSICALS, SCREENINGS	203119	1,597.00
01-06750	ATV HOLDINGS, LLC dba M					
	I-11051995		101-41440-42800	UTILITIES ACCT #00223662-2	203224	0.91
01-08711	ONE SOURCE THE BACKGROU					
	I-2022159884		101-41440-42210	PROFESSIONAL BACKGROUND CHECKS	203239	304.00
DEPARTMENT 1440 HUMAN RESOURCES						TOTAL: 1,901.91

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1896254	101-41920-42620	SUPPLIES-CITY TRANS HYDRAULIC	203258	99.98
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.07.24	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	203231	1,722.36
		I-2830632-2.07.24	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	203231	208.21
01-02840	TESSIERS MECHANICAL CON					
		I-30000549	101-41920-42520	REPAIR-CITY H CONDENSER FINANCE OFFICE REPR	203281	135.40
01-08281	VESTIS					
		I-6380212258	101-41920-42520	REPAIR-CITY H MAT CLEANING	203293	66.84
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 2,232.79

PACKET : 06992 06993 06994 06995

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-2279-6063A	101-41935-42615	POSTAGE POSTAGE 07.15-31.2024	203250	304.49
		I-603752	101-41935-42615	POSTAGE FLATS POSTAGE 07.15-31.2024	203250	7.43
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	203224	2,377.89
		I-11051995	101-41935-42850	UTILITIES/TEL ACCT #00223662-2	203224	1.28
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						2,691.09

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00559	DICKS TOWING LLC					
		I-T3693	101-42110-42980	VEHICLE TOWIN AFTER HOURS TOWING	203161	185.00
		I-T4819	101-42110-42980	VEHICLE TOWIN DAYTIME TOWINGS	203161	220.00
01-00809	GALLS LLC					
		I-028594812	101-42110-42640	UNIFORM ALLOW UNIFORM PANTS	203170	161.60
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579002.08.24	101-42110-42810	UTILITIES 25647 412TH AVE	203138	93.58
01-01199	STURDEVANTS AUTO VALUE					
		I-815040963	101-42110-42500	REPAIR & MAIN FAST DRY CLEAN,COMPRESSOR	203277	828.83
01-01590	MCLEOD'S PRINTING					
		I-77680	101-42110-42600	SUPPLIES WARNING TICKETS	203209	399.90
		I-77755	101-42110-42600	SUPPLIES ACCIDENT FORMS	203209	129.90
		I-77824	101-42110-42600	SUPPLIES BUSINESS CARDS	203209	89.90
01-01830	NORTHWESTERN ENERGY					
		I-2949839-1.08.24	101-42110-42810	UTILITIES 122 S ROWLEY ST	203231	62.59
01-02679	MENARD'S INC					
		I-73714	101-42110-42600	SUPPLIES RADAR	203211	41.12
01-02684	STREICHER'S - MINNEAPOL					
		I-I1710904	101-42110-42600	SUPPLIES SIMUNITION	203276	1,208.00
01-02811	JONES SUPPLIES					
		I-147927	101-42110-42600	SUPPLIES GLASS CLEANER,LINERS,T-PAPER	203191	300.50
01-03018	KONE					
		I-871430215	101-42110-42500	REPAIR & MAIN ELEVATOR MAINTENANCE	203195	945.66
01-03267	WALMART/CAPITAL ONE					
		I-8858.08062024	101-42110-42600	SUPPLIES FEBREZE	203294	9.96
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	101-42110-42800	TELEPHONE ACCT #00223662-2	203224	26.07
01-07717	VERN EIDE FORD					
		I-25042731	101-42110-42500	REPAIR & MAIN CONDENSER ASSEMBLY	203292	423.64
01-08252	CORPORATE TRANSLATION S					
		I-277269	101-42110-42200	PROFESSIONAL TRANSLATION SERVICES	203200	70.34
01-08281	VESTIS					
		I-6380213163	101-42110-42200	PROFESSIONAL MAT CLEANING	203293	56.27
01-08594	MAKE IT MINE DESIGNS					

PACKET : 06992 06993 06994 06995

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
01-08594	MAKE IT MINE DESIGNS		continued			
		I-36170	101-42110-42600	SUPPLIES WHITE MAGNETIC SHEETING	203208	48.00
					DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL: 5,300.86

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001.08.24	101-42130-42835	UTILITIES-STR CARL RD	203138	276.00
		I-14579001.08.24	101-42130-42835	UTILITIES-STR 25040 SD HWY 37	203138	79.00
		I-22963	101-42130-42535	LIGHT MAINTEN REPAIR SECURITY LIGHT CARL RD	203138	282.86
01-01450	MUTH ELECTRIC INC					
		I-668197PB2	101-42130-42570	REPAIRS-TRAFF HIT STREET LIGHT REPAIRS	203227	8,154.00
01-01490	MUELLER LUMBER CO. INC.					
		I-297298	101-42130-42530	TRAFFIC LIGHT MARKING PAINT	203226	50.95
01-01518	VERIZON WIRELESS					
		I-9970219080	101-42130-42820	TELEPHONE ACCT #886931646-00001	203291	135.37
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.08.24	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	203231	23.37
		I-2573626-5.08.24	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	203231	15.05
		I-2580169-7.08.24	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	203231	28.47
		I-2581243-9.07.24	101-42130-42835	UTILITIES-STR STREET LIGHTS	203231	21,564.78
		I-2585321-9.07.24	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	203231	177.70
		I-2585833-3.07.24	101-42130-42810	UTILITIES-TRA 1909 N MAIN ST	203231	113.64
		I-2586693-0.07.24	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	203231	44.58
		I-2586929-8.07.24	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	203231	17.37
		I-2586966-0.07.24	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	203231	98.75
		I-2778164-0.08.24	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	203231	105.68
		I-2781011-8.08.24	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	203231	28.29
		I-2793476-9.08.24	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST SIGNAL LIGHTS	203231	60.18
		I-2812391-7.07.24	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	203231	29.31
		I-2860182-1.07.24	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	203231	12.00
		I-2860183-9.07.24	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	203231	12.00
		I-2942176-5.08.24	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	203231	14.72
		I-2955717-0.07.24	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	203231	31.81
		I-3480194-4.07.24	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	203231	110.89
		I-3480195-1.07.24	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	203231	88.98
		I-3480197-7.07.24	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	203231	99.24
		I-3880132-0.07.24	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SIGNAL	203231	101.54
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-6056	101-42130-42545	PAINT LINE LAZER, SPRING, STOP	203270	114.28
01-09118	MOBOTREX					
		I-275005	101-42130-42530	TRAFFIC LIGHT CABINET POWER SUPPLY	203225	254.00
01-10382	SIGN SOLUTIONS USA LLC					
		I-412992	101-42130-42570	REPAIRS-TRAFF PED CROSSING, YIELD	203271	368.39
		I-413105	101-42130-42545	PAINT YELLOW, WHITE STREET TABS	203271	1,195.34
DEPARTMENT 2130 TRAFFIC DEPARTMENT						TOTAL: 33,688.54

PACKET : 06992 06993 06994 06995

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
01-01052	JACK'S CAMPERS INC					
		I-133242	101-42200-42600	SUPPLIES MOUNTING CLAMP	203187	15.90
		I-133422	101-42200-42600	SUPPLIES TOPPER TAPE	203187	6.25
01-01199	STURDEVANTS AUTO VALUE					
		I-815040528	101-42200-42500	REPAIR & MAIN HD OIL FLEET	203277	61.10
01-01830	NORTHWESTERN ENERGY					
		I-3566523-1.07.24	101-42200-42800	TELEPHONE 5971 AIRPORT RD BLDG 21	203231	28.96
01-02679	MENARD'S INC					
		C-73988	101-42200-42600	SUPPLIES RETURNED MOP BUCKET	203211	59.99-
		I-73714	101-42200-42600	SUPPLIES RADAR	203211	41.12
		I-73940	101-42200-42600	SUPPLIES TANK SPRAYER,MOP BUCKET	203211	134.91
		I-74013	101-42200-42600	SUPPLIES HEAVY DUTY SCREEN DOOR	203211	61.00
01-02811	JONES SUPPLIES					
		I-147899	101-42200-42600	SUPPLIES MOP BUCKET WITH WRINGER	203191	135.78
01-02880	THUNE TRUE VALUE & APPL					
		I-A575687	101-42200-42600	SUPPLIES SWITCH	203284	0.80
01-03267	WALMART/CAPITAL ONE					
		I-8940.08092024	101-42200-42600	SUPPLIES GATORADE	203294	65.88
01-03518	HUNTER HEATING & COOLIN					
		I-281	101-42200-42500	REPAIR & MAIN INSTALL CONDENSER FAN MOTOR	203181	1,042.14
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	101-42200-42800	TELEPHONE ACCT #00223662-2	203224	2.63
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	1,536.48

PACKET : 06992 06993 06994 06995
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 3100 STREET DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-1893047	101-43100-42600	SUPPLIES HEAD STRAIGHT SHAFT	203258	73.98
		I-1896508	101-43100-42600	SUPPLIES RAINSUIT	203258	32.99
01-00436	CHS FARMERS ALLIANCE					
		I-IZ4903	101-43100-42500	REPAIRS MOUNT & BALANCE,NEW TIRE	203141	360.76
		I-IZ5214	101-43100-42600	SUPPLIES PROPANE BOTTLE FILL	203141	16.95
01-00532	A-OX WELDING SUPPLY CO					
		I-0001384999	101-43100-42600	SUPPLIES COMPRESSED OXYGEN	203112	86.05
01-01117	FLEETPRIDE					
		I-118663325	101-43100-42500	REPAIRS AIR TOGGLE SWITCH	203168	82.71
01-01199	STURDEVANTS AUTO VALUE					
		I-815040526	101-43100-42600	SUPPLIES BRAKE CLEANER,OIL,AIR FILTERS	203277	419.38
01-01490	MUELLER LUMBER CO. INC.					
		I-297154	101-43100-42600	SUPPLIES MORTAR MIX	203226	10.62
01-02527	TRANSOURCE					
		I-41P50014	101-43100-42500	REPAIRS EXHAUST HOSE	203288	273.36
01-02679	MENARD'S INC					
		I-73107A	101-43100-42600	SUPPLIES HEAVY DUTY FELT	203211	239.84
		I-73659	101-43100-42600	SUPPLIES WORK GLOVES	203211	13.96
01-03884	COMMERCIAL ASPHALT					
		I-0021603-IN	101-43100-42620	ASPHALT MIX HOT MIX HOME PLANT	203147	11,226.60
01-04066	TRANSWEST - SIOUX FALLS					
		C-098P11174	101-43100-42600	SUPPLIES RETURNED CORE	203289	159.00-
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	101-43100-42800	UTILITIES ACCT #00223662-2	203224	2.63
01-10498	MARK ZARD					
		I-08122024	101-43100-42650	UNIFORMS BOOTS REIMBURSED	203297	155.99
DEPARTMENT 3100 STREET DEPARTMENT						TOTAL: 12,836.82

PACKET : 06992 06993 06994 06995

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
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-3388/1	101-43110-42500	REPAIRS CONSCR, HWH SELF-DRILL	203164	41.48
		I-3399/1	101-43110-42500	REPAIRS FLAT WASHERS, PPBL CONSCR	203164	52.77
01-01518	VERIZON WIRELESS					
		I-9970219080	101-43110-42800	UTILITIES ACCT #886931646-00001	203291	80.08
01-03114	SUBWAY					
		I-2/A-652990	101-43110-42750	PLANNING COMM 08.12.24 PLANNING COMM MEALS	203279	47.94
01-03678	INTERSTATE OFFICE PRODU					
		I-01ED5165	101-43110-42600	SUPPLIES POP UP DISPENSER	203186	14.33
		I-01ED5605	101-43110-42600	SUPPLIES PLASTIC CLIPBOARDS	203186	21.54
		I-01ED5768	101-43110-42600	SUPPLIES COLORED LABELS	203186	23.99
		I-01ED5769	101-43110-42600	SUPPLIES RED LABELS	203186	23.99
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	101-43110-42800	UTILITIES ACCT #00223662-2	203224	3.97
		I-11052725	101-43110-42916	NUISANCE ABAT ACCT #00019259-0	203224	5.31
01-08314	INTERNATIONAL CODE COUN					
		I-Q15.000024283	101-43110-42625	BOOKS & MANUA GOVERNMENTAL MEMBERSHIP	203184	170.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL:						485.40

PACKET : 06992 06993 06994 06995

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
=====						
01-00430	JEBRO INC					
		I-291395	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	203188	18,853.28
01-00436	CHS FARMERS ALLIANCE					
		I-IG1561	101-43120-42670	CHIP SEAL AGG LP GAS HEAT SD	203141	145.15
01-06294	BROSZ ENGINEERING INC					
		I-2023-23 P.E. #3	101-43120-43312	WEST END BRID 2023-23 P.E. #3	203130	3,900.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1PDR-JWC7-7QWQ	101-43120-42670	CHIP SEAL AGG ISOPROPYL ALCOHOL	203115	139.80
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						23,038.23

PACKET : 06992 06993 06994 06995

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
=====						
01-08417	INFRASTRUCTURE DESIGN G					
	I-2021-25 P.E. #14		101-43150-43317	LIVESAY UTILI 2021-25 P.E. #14	203183	593.63
DEPARTMENT 3150 STORM DRAINAGE						TOTAL: 593.63

PACKET : 06992 06993 06994 06995

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-3348/1	101-43700-42600	SUPPLIES & MA ALKALINE BATTERY	203164	18.99
01-00424	RUNNINGS SUPPLY INC					
		I-1896235	101-43700-42600	SUPPLIES & MA GARDEN FENCE	203258	39.99
		I-1900145	101-43700-42600	SUPPLIES & MA SPRAY PAINT,STEEL ROD,FLAPS	203258	49.34
01-00436	CHS FARMERS ALLIANCE					
		I-IF9701	101-43700-42610	GAS & FUEL GOLF RUBY FIELDMASTER	203141	885.87
		I-IF9702	101-43700-42610	GAS & FUEL GOLF UNLEADED GAS	203141	506.78
01-00532	A-OX WELDING SUPPLY CO					
		I-0001384993	101-43700-42600	SUPPLIES & MA DISSOLVED ACETYLENE	203112	172.93
01-00752	MITCHELL PLUMBING & HEA					
		I-36256	101-43700-42500	REPAIR & MAIN REPAIR SLEEVE	203223	85.64
01-01199	STURDEVANTS AUTO VALUE					
		I-815040825	101-43700-42600	SUPPLIES & MA STARTER	203277	250.99
		I-815040844	101-43700-42600	SUPPLIES & MA FILTER NOT,V-BELT	203277	44.85
01-01518	VERIZON WIRELESS					
		I-9970219080	101-43700-42800	UTILITIES ACCT #886931646-00001	203291	73.21
01-01830	NORTHWESTERN ENERGY					
		I-258642-2.07.24	101-43700-42800	UTILITIES 600 W 23RD AVE PMP	203231	169.35
01-02650	STAN HOUSTON EQUIP CO I					
		I-2507247	101-43700-42600	SUPPLIES & MA CORDOVAN LEATHER	203274	354.88
01-02679	MENARD'S INC					
		I-74011	101-43700-42600	SUPPLIES & MA GALV RABBIT GUARD	203211	48.50
01-09058	SITEONE LANDSCAPE SUPPL					
		I-142511023-001	101-43700-42604	TREES, SOD & LESCO SEED MIX,ANT BAIT	203272	1,275.00
				DEPARTMENT 3700 CEMETERY	TOTAL:	3,976.32

8/15/2024 11:07 AM
PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01210	LAKEVIEW VETERINARY CLI					
		I-333820	101-44120-42900	IMPOUNDING DO JUL 2024 MANAGEMENT	203198	900.00
01-02017	DAVISON RURAL WATER SYS					
		I-4837.08.24	101-44120-42800	UTILITIES-POU JULY 2024 WATER USAGE	203159	107.90
01-09865	MITCHELL ANIMAL RESCUE					
		I-08012024	101-44120-42900	IMPOUNDING DO AUG 2024 MANAGEMENT FEE	203221	350.00
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	1,357.90

PACKET : 06992 06993 06994 06995

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
01-00424	RUNNINGS SUPPLY INC					
		I-1899496	101-45500-42600	SUPPLIES & MA CRABGRASS PREVENTION	203258	44.99
01-01810	CENGAGE LEARNING INC/GA					
		I-84730211	101-45500-43420	BOOKS LARGE PRINT BOOKS	203136	1,366.76
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.07.24	101-45500-42800	UTILITIES 221 N DUFF ST	203231	2,873.76
01-02679	MENARD'S INC					
		I-73671	101-45500-42600	SUPPLIES & MA FEBREZE,LYSOL,BATTERIES	203211	40.81
01-02880	THUNE TRUE VALUE & APPL					
		I-B293585	101-45500-42600	SUPPLIES & MA PLUMBING PARTS	203284	9.58
01-05088	BLACKSTONE PUBLISHING					
		I-2165471	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	203127	171.96
01-06026	CENTER POINT LARGE PRIN					
		I-2109348	101-45500-43420	BOOKS LARGE PRINT BOOKS	203137	97.08
01-06583	BAKER & TAYLOR					
		I-2038416081	101-45500-43420	BOOKS CHILDREN'S BOOK	203122	6.49
		I-2038436847	101-45500-43420	BOOKS CHILDREN'S BOOKS	203122	32.52
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	101-45500-42800	UTILITIES ACCT #00223662-2	203224	2.10
		I-11052262	101-45500-42800	UTILITIES ACCT #00217267-0	203224	72.95
01-08223	OVERDRIVE INC					
		I-02495CO24233514	101-45500-42693	E-BOOKS/AUDIO EAUDIOBOOKS	203240	76.00
		I-02495DA24232296	101-45500-42693	E-BOOKS/AUDIO EBOOK	203240	17.99
01-09633	STAPLES					
		I-6007732159	101-45500-42600	SUPPLIES & MA PENS	203275	4.75
		I-6007963829	101-45500-42600	SUPPLIES & MA SCOTCH TAPE	203275	29.99
01-09703	AMAZON CAPITAL SERVICES					
		I-1GRF-634W-6M4H	101-45500-43420	BOOKS BOOK	203115	17.99
DEPARTMENT 5500 LIBRARY					TOTAL:	4,865.72

FUND 101 GENERAL					TOTAL:	115,846.89

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1892550	201-45110-42605	SUPPLIES & MA BULK BIN PRODUCTS	203258	10.59	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
	I-1896331	201-45110-42605	SUPPLIES & MA PUMP BATTERY	203258	30.98	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
01-00520	HAWKINS INC					
	I-6813114	201-45110-42602	POOL CHEMICAL AZONE,CALCUIM CHLORIDE,CYANURI	203175	4,676.22	
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER	CHEMICALS			
	I-6818871	201-45110-42602	POOL CHEMICAL AZONE,SODIUM BICARBONATE	203175	2,195.00	
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER	CHEMICALS			
01-01450	MUTH ELECTRIC INC					
	I-671807	201-45110-42550	REPAIR & MAIN CEILING FAN REPLACED	203227	505.06	
	PROJ: J50-RM-ELEC	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-ELECTRICAL			
01-01830	NORTHWESTERN ENERGY					
	I-2868739-0.08.24	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	203231	6,314.31	
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER	UTILITIES-ELECTRIC/GAS			
01-02602	PUBLIC HEALTH LABORATOR					
	I-10616481	201-45110-42602	POOL CHEMICAL TESTINGS	203249	60.00	
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER	CHEMICALS			
01-02679	MENARD'S INC					
	I-72479	201-45110-42550	REPAIR & MAIN PAN,DOOR STOP	203211	8.01	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
	I-72753	201-45110-42550	REPAIR & MAIN P-CORD	203211	13.88	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
	I-72986	201-45110-42550	REPAIR & MAIN RAID WASP & HORNET	203211	29.80	
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL			
	I-73229	201-45110-42605	SUPPLIES & MA CHROME HOOK	203211	7.17	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
	I-73297	201-45110-42605	SUPPLIES & MA ALUMINUM NOZZLE	203211	7.99	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
	I-73658	201-45110-42605	SUPPLIES & MA WASP & HORNET SPRAY	203211	23.84	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
	I-73723	201-45110-42605	SUPPLIES & MA HOOK,POWER SUPPLY,LINER	203211	15.87	
	PROJ: J50-SM-GENER	OUTDOOR AQUATIC CENTER	SUPPLIES/MATERIAL-GENERAL			
01-03267	WALMART/CAPITAL ONE					
	I-8775.07242024	201-45110-42600	SUPPLIES & MA BANDAGES,BALLOONS	203294	25.67	
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS	SUPPLIES/MATERIAL-PROGRAMS			
01-03700	CORE-MARK MIDCONTINENT					
	I-1716798	201-45110-42601	CONCESSION SU CUTLERY,ICE CREAM,PRETZELS	203150	607.75	
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER	CONCESSIONS			
01-06750	ATV HOLDINGS, LLC dba M					

PACKET : 06992 06993 06994 06995

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
=====						
01-06750	ATV HOLDINGS, LLC dba M	continued				
		I-11051995	201-45110-42800	UTILITIES ACCT #00223662-2	203224	1.30
01-09633	STAPLES					
		I-6007356351	201-45110-42600	SUPPLIES & MA BANDAGES	203275	18.80
PROJ: J51-SM-OFFIC	P&A YOUTH PROGRAMS			SUPPLIES/MATERIAL-OFFICE		
		I-6008971938	201-45110-42605	SUPPLIES & MA COPY PAPER,SPOONS	203275	74.22
PROJ: J50-SM-OFFIC	OUTDOOR AQUATIC CENTER			SUPPLIES/MATERIAL-OFFICE		
		I-6008971938	201-45110-42600	SUPPLIES & MA COPY PAPER,SPOONS	203275	74.22
PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS			SUPPLIES/MATERIAL-PROGRAMS		
DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:						14,700.68

PACKET : 06992 06993 06994 06995

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
01-00424	RUNNINGS SUPPLY INC					
		I-1895207	201-45140-42600	SUPPLIES & MA PREMISE SPRAY	203258	62.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-01450	MUTH ELECTRIC INC					
		I-671210	201-45140-42500	REPAIR & MAIN INSTALLED NEW PROBE	203227	96.27
	PROJ: J06-RM-ELEC	REC CTR-GENERAL BLDG		REPAIR/MAINT-ELECTRICAL		
01-01497	GRAINGER					
		I-9184190263	201-45140-42600	SUPPLIES & MA QUARTZ MH BULB	203174	182.76
	PROJ: J06-SM-ELEC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-ELECTRICAL		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.07.24	201-45140-42800	UTILITIES 1300 N MAIN	203231	3,766.92
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
		I-2773861-6.08.24	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	203231	1,068.18
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02567	S & M PRINTING INC					
		I-82819	201-45140-42600	SUPPLIES & MA CONFIDENTAL FORMS	203260	37.00
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-82827	201-45140-42300	PUBLISHING COLLECTIVE FLYERS	203260	55.10
	PROJ: J08-DOH	REC CTR PUBLISHING		PUBLISHING-DEPT OF HEALTH		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10616807	201-45140-42602	CHEMICALS TESTINGS	203249	61.20
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-02790	SUN GOLD SPORTS LLC					
		I-26848	201-45140-42650	UNIFORMS DEVRIES,CRANNY EMBRDRY SHIRTS	203280	36.09
	PROJ: J10-KEVIN	REC CTR UNIFORMS		UNIFORMS-KEVIN		
		I-26848	201-45140-42650	UNIFORMS DEVRIES,CRANNY EMBRDRY SHIRTS	203280	33.91
	PROJ: J10-CHRIS	REC CTR UNIFORMS		UNIFORMS-CHRIS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A574680	201-45140-42600	SUPPLIES & MA ESPRESS WEAVE BASKET,NUTS	203284	17.94
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A574698	201-45140-42600	SUPPLIES & MA NUTS,BOLTS	203284	9.04
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
		I-A574745	201-45140-42600	SUPPLIES & MA TANK SPRAYER	203284	24.99
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03267	WALMART/CAPITAL ONE					
		I-8775.07292024	201-45140-42600	SUPPLIES & MA BUBBLE WRAP	203294	11.93
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-GENERAL		
01-03700	CORE-MARK MIDCONTINENT					
		I-1732047	201-45140-42601	CONCESSION SU SNACK MIX,BROWNIES,ZEBRA CAKES	203150	1,540.83
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04950	MIDCONTINENT COMMUNICAT					
	I-BIL-541424	201-45140-42300	PUBLISHING	ADVERTISING	203216	1,124.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING	PUBLISHING-MIDCO			
	I-BIL-542168	201-45140-42300	PUBLISHING	ADVERTISING	203216	111.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING	PUBLISHING-MIDCO			
01-06750	ATV HOLDINGS, LLC dba M					
	I-11051995	201-45140-42800	UTILITIES	ACCT #00223662-2	203224	0.03
	I-11053432	201-45140-42800	UTILITIES	ACCT #0037690-1	203224	111.80
	PROJ: J09-TV	REC CTR UTILITIES	UTILITIES-TV			
01-07492	MIDWEST DRYWALL					
	I-522	201-45140-42500	REPAIR & MAIN BATHROOM,SHOWER REPAIRS		203217	780.61
	PROJ: J02-RM-BLDG	INDOOR AQUATIC CTR	REPAIR/MAINT-BLDG			
01-08787	SAGA COMMUNICATIONS INC					
	I-MC-12407108188	201-45140-42300	PUBLISHING	ADVERTISING	203261	651.00
	PROJ: J08-KMIT	REC CTR PUBLISHING	PUBLISHING-KMIT			
01-09143	ICAN INC					
	I-118533	201-45140-42300	PUBLISHING	ADVERTISING	203182	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING	PUBLISHING-ICAN			
01-09494	SANFORD HEALTH MITCHELL					
	I-123	201-45140-42600	SUPPLIES & MA AUG 2024 COMMUNITY EVENTS		203262	275.00
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
01-09633	STAPLES					
	I-6008845828	201-45140-42600	SUPPLIES & MA GLOVES,LAUNDRY DETERGENT		203275	135.23
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-JANITORIAL			
	I-6008971938	201-45140-42600	SUPPLIES & MA COPY PAPER,SPOONS		203275	74.22
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-OFFICE			
01-09703	AMAZON CAPITAL SERVICES					
	I-1KKJ-PCPM-13FQ	201-45140-42601	CONCESSION SU REMOTE CONTROL,GUMBALLS		203115	52.50
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS	CONCESSION SUPPLY			
	I-1KKJ-PCPM-13FQ	201-45140-42600	SUPPLIES & MA REMOTE CONTROL,GUMBALLS		203115	17.46
	PROJ: J06-SM-GENER	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-GENERAL			
	I-1RY6-WDLN-CJJJ	201-45140-42601	CONCESSION SU SKITTLES,NUTELLA,MIKE & IKES		203115	163.05
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS	CONCESSION SUPPLY			
	I-1XXV-JP7Q-9L9G	201-45140-42600	SUPPLIES & MA DELL LAPTOP WEB CAMERA		203115	71.97
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG	SUPPLIES/MATERIAL-OFFICE			
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	11,323.02

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		C-3385/1	201-45160-42600	SUPPLIES & MA EXT TUBE RETURNED	203164	6.99-
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-3375/1	201-45160-42500	REPAIR & MAIN FLAT WASHERS,ANCH,SMS	203164	92.54
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-3384/1	201-45160-42600	SUPPLIES & MA EXT TUBES	203164	13.98
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-3389/1	201-45160-42600	SUPPLIES & MA MOUNTING STRIPS,STRIKE BARS	203164	11.98
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-3390/1	201-45160-42600	SUPPLIES & MA LINC PIN	203164	3.69
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-3391/1	201-45160-42500	REPAIR & MAIN CRIMP RING,CLAMP HOSE,PINS	203164	17.92
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-00145	AMERICAN GARAGE DOOR CO					
		I-M41938	201-45160-42500	REPAIR & MAIN ACTIVITY CENTER WALL STATION	203116	120.00
	PROJ: H06-42500	ARENA-NORTH RINK		REPAIR-MAINTENANCE		
01-00356	QUALIFIED PRESORT					
		I-2279-6063A	201-45160-42600	SUPPLIES & MA POSTAGE 07.15-31.2024	203250	1.46
01-00841	KROMER COMPANY					
		I-582013	201-45160-42500	REPAIR & MAIN IGNITION SWITCH	203196	87.12
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01036	REXWINKEL CONCRETE INC.					
		I-2022-34 P.E. #9	201-45160-43320	CAPITAL IMPRO 2022-34 P.E. #9	203255	40,563.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815039761	201-45160-42500	REPAIR & MAIN OIL,AIR FILTERS	203277	80.63
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-669267	201-45160-43320	CAPITAL IMPRO CARD READER CONDUIT INSTALLED	203227	486.82
		I-672497	201-45160-42500	REPAIR & MAIN INSTALL CONNECTIONS PUMP MOTOR	203227	557.20
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-01518	VERIZON WIRELESS					
		I-9970219080	201-45160-42800	UTILITIES ACCT #886931646-00001	203291	47.68
01-01819	NORTHWEST PIPE FITTINGS					
		I-448203	201-45160-42600	SUPPLIES & MA SPRINKLER HEADS	203230	226.56
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2579265-6.07.24	201-45160-42800	UTILITIES 1101 N EDMUNDS PWSP M SHLTR	203231	50.07
	PROJ: H10-42800	MUNROE PARK		UTILITIES		
		I-2585121-3.07.24	201-45160-42800	UTILITIES 313 N HARMON DR	203231	631.03
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 25

PACKET : 06992 06993 06994 06995

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
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2586408-3.07.24	201-45160-42800	UTILITIES	TOURNEY HDQT	203231 103.38
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2586410-9.07.24	201-45160-42800	UTILITIES	1301 N MINNESOTA LIFT	203231 37.12
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2718054-6.07.24	201-45160-42800	UTILITIES	5825 TOWER RD	203231 104.41
	PROJ: H07-42800	PEPSI COMPLEX		UTILITIES		
		I-2787244-9.07.24	201-45160-42800	UTILITIES	D E CONCESSION	203231 122.69
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2787247-2.07.24	201-45160-42800	UTILITIES	WEST ELEC D E	203231 113.86
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2787248-0.07.24	201-45160-42800	UTILITIES	WEST ELEC F G	203231 120.38
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787249-8.07.24	201-45160-42800	UTILITIES	H I J K SHOP	203231 511.62
	PROJ: H05-42800	SOFTBALL		UTILITIES		
		I-2787283-7.07.24	201-45160-42800	UTILITIES	SOCCER FIELD	203231 110.81
	PROJ: H03-42800	OLD SOCCER FIELDS		UTILITIES		
		I-2787285-2.07.24	201-45160-42800	UTILITIES	CADWELL PARK CONCESSION	203231 287.05
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2825237-7.07.24	201-45160-42800	UTILITIES	1301 N MINNESOTA	203231 520.81
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
		I-2920373-4.07.24	201-45160-42800	UTILITIES	STAD SCOREBOARD 23	203231 191.07
	PROJ: H02-42800	CADWELL STADIUM		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		C-S103947369.001	201-45160-42500	REPAIR & MAIN RETURNED SINK,ACCT 704	203156	99.33-
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-S103886789.001	201-45160-42600	SUPPLIES & MA REGULATOR F/COOLER,ACCT 704	203156	42.36
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-S103886789.002	201-45160-42600	SUPPLIES & MA PUSH BTN ASSEMBLY,ACCT 704	203156	152.57
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-S103919383.002	201-45160-42600	SUPPLIES & MA STEM ASSEMBLY,TUBE,ACCT 704	203156	209.78
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-S103931507.001	201-45160-42500	REPAIR & MAIN FRICTION RING,ACCT 704	203156	39.92
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-S103946648.001	201-45160-42500	REPAIR & MAIN BATHROOM SINK,P-TRAP,ACCT704	203156	162.02
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-S103947249.001	201-45160-42600	SUPPLIES & MA WALL-HUNG,PUSH STOP,ACCT704	203156	67.36
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-1073-9	201-45160-42500	REPAIR & MAIN PAINT	203270	62.15
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-02790	SUN GOLD SPORTS LLC					
		I-28101	201-45160-42650	UNIFORMS	P&R TSHIRTS	203280 90.00
01-03172	BECKER ARENA PRODUCTS I					
		I-613338	201-45160-42600	SUPPLIES & MA WHITE,BLUE CREASE PAINT	203124	2,566.47
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		

PACKET : 06992 06993 06994 06995

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
01-03514	TITAN MACHINERY-APPLICA					
		I-PS0382197-1	201-45160-42500	REPAIR & MAIN PUMP ASSY ROLLER	203286	203.25
	PROJ: H01-42500		SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE		
01-03588	ZIMCO SUPPLY CO					
		I-196802	201-45160-42602	CHEMICALS GRASS SEED MIX,SUPER TURF	203298	505.00
	PROJ: H04-42602		BASEBALL	CHEMICALS		
01-03599	SF BALLFIELD SUPPLY					
		I-172	201-45160-42600	SUPPLIES & MA RUBBER PITCHING MOUND, PLATES	203269	585.00
	PROJ: H04-42600		BASEBALL	SUPPLIES/MATERIALS		
01-10446	JESSE SCHLIMGEN					
		I-08062024	201-45160-42650	UNIFORMS JEANS,BOOTS REIMBURSED	203264	89.96
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	49,884.40

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5165 CADWELL CONCESSIONS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02679	MENARD'S INC					
		I-73733	201-45165-42600	SUPPLIES GLAD BAGS,ODOR CONTROL,WSTCN	203211	80.25
DEPARTMENT 5165 CADWELL CONCESSIONS TOTAL:						80.25

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT					
		I-2279-6063A	201-45210-42600	SUPPLIES & MA POSTAGE 07.15-31.2024	203250	1.46
01-00424	RUNNINGS SUPPLY INC					
		I-1883213	201-45210-42600	SUPPLIES & MA HOSE	203258	44.99
	PROJ: H61-42600	PIONEER PARK		SUPPLIES/MATERIALS		
		I-1886395	201-45210-42600	SUPPLIES & MA LIFT SLING,CLEVIS,EYE BOLT	203258	55.76
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-1886495	201-45210-42600	SUPPLIES & MA ROPE,HOOKS	203258	35.94
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-1893327	201-45210-42650	UNIFORMS BRUSKE GLOVES	203258	21.98
01-00436	CHS FARMERS ALLIANCE					
		I-IF9703	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	203141	2,076.00
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IF9704	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	203141	1,764.93
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
		I-IG2102	201-45210-42610	GAS & FUEL SPORTSMANS TANK ANNUAL LEASE	203141	50.00
	PROJ: H77-42610	SPORTSMANS CLUB		GAS/FUEL		
		I-IZ4859	201-45210-42500	REPAIR & MAIN SERVICE CALL TIRES,MOUNT	203141	1,375.00
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000309908	201-45210-42600	SUPPLIES & MA CO2 CYLINDER REFILLS	203112	99.90
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00712	NAPA CENTRAL					
		I-803489	201-45210-42500	REPAIR & MAIN BEARING KIT,PIN ROLL,INNER TUB	203228	788.91
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815039857	201-45210-42500	REPAIR & MAIN ON-OFF TOGGLES	203277	21.98
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					
		I-297160	201-45210-42600	SUPPLIES & MA TREATED TIMBERS	203226	1,498.18
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-01518	VERIZON WIRELESS					
		I-9970219080	201-45210-42800	UTILITIES ACCT #886931646-00001	203291	47.68
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.08.24	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	203231	296.89
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.08.24	201-45210-42800	UTILITIES 401 S FOSTER TNCT	203231	230.22
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.08.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP P SHL	203231	34.57
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.08.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	203231	7.83
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		

PACKET : 06992 06993 06994 06995

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2573203-3.08.24	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	203231	205.22
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2580826-2.07.24	201-45210-42800	UTILITIES 800 E 11TH AVE	203231	7.43
PROJ: H60-42800	NORTHBRIDGE PARK			UTILITIES		
		I-2581610-9.07.24	201-45210-42800	UTILITIES PUBLIC BEACH	203231	74.77
PROJ: H74-42800	PUBLIC BEACH			UTILITIES		
		I-2581644-8.08.24	201-45210-42800	UTILITIES KIWANIS WOODLOT	203231	44.43
PROJ: H71-42800	KIWANIS WOODLOT			UTILITIES		
		I-2581648-9.07.24	201-45210-42800	UTILITIES ACCESS LOT LITE	203231	9.98
PROJ: H79-42800	LAKE PARK ACCESS AREAS			UTILITIES		
		I-2581649-7.07.24	201-45210-42800	UTILITIES DAY CAMP	203231	83.14
PROJ: H67-42800	DAY CAMP			UTILITIES		
		I-2583204-9.07.24	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	203231	15.24
PROJ: H58-42800	JENNEWEIN PARK			UTILITIES		
		I-2584325-1.07.24	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	203231	19.13
PROJ: H61-42800	PIONEER PARK			UTILITIES		
		I-2584526-4.07.24	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	203231	16.92
PROJ: H55-42800	DRY RUN CREEK PARK			UTILITIES		
		I-2707036-6.08.24	201-45210-42800	UTILITIES W TENNIS COURT 11	203231	230.98
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2787841-2.08.24	201-45210-42800	UTILITIES 421 S FOSTER SHOP	203231	72.93
PROJ: H51-42800	PARK SHOP			UTILITIES		
		I-2787842-0.08.24	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	203231	12.00
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2810876-9.08.24	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP P SHLTR	203231	131.72
PROJ: H56-42800	HITCHCOCK PARK			UTILITIES		
		I-2973566-9.07.24	201-45210-42800	UTILITIES 621 N MAIN ST	203231	15.05
PROJ: H62-42800	ROTARY PARK			UTILITIES		
		I-3045799-8.07.24	201-45210-42800	UTILITIES 311 1/2 N HARMON	203231	99.81
PROJ: H66-42800	CAMP ARROYA			UTILITIES		
		I-3449572-1.07.24	201-45210-42850	UTILITIES-VET 101 N MAIN ST	203231	55.43
PROJ: H63-42850	VETERANS PARK			UTILITIES/VETERANS PARK		
		I-3600484-4.07.24	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	203231	21.84
PROJ: H76-42800	SANDY BEACH			UTILITIES		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10616481	201-45210-42600	SUPPLIES & MA TESTINGS	203249	204.00
PROJ: H85-42600	LAKE MITCHELL WATER			SUPPLIES-MAINTENANCE		
01-02679	MENARD'S INC					
		C-73644	201-45210-42600	SUPPLIES & MA RETURNED REBAR	203211	89.32-
PROJ: H87-42600	PATTON YOUNG			SUPPLIES-MAINTENANCE		
		I-72999	201-45210-42600	SUPPLIES & MA PVC CROSS,CAP,COUPLING,ELBOW	203211	308.20
PROJ: H56-42600	HITCHCOCK PARK			SUPPLIES/MATERIALS		
		I-73013	201-45210-42600	SUPPLIES & MA PVC CAP,BOLT SNAP	203211	12.00
PROJ: H51-42600	PARK SHOP			SUPPLIES/MATERIALS		
		I-73313	201-45210-42600	SUPPLIES & MA TAPCON,CEDAR WOOD	203211	74.96
PROJ: H56-42600	HITCHCOCK PARK			SUPPLIES/MATERIALS		

PACKET : 06992 06993 06994 06995

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
=====						
01-02679	MENARD'S INC		continued			
		I-73330	201-45210-42600	SUPPLIES & MA GREEN TREATED WOOD	203211	16.34
	PROJ: H56-42600		HITCHCOCK PARK	SUPPLIES/MATERIALS		
		I-73375	201-45210-42600	SUPPLIES & MA ROUND TOILET SEAT	203211	17.99
	PROJ: H72-42600		LIONS POINT PARK	SUPPLIES/MATERIALS		
		I-73575	201-45210-42600	SUPPLIES & MA LAG SCREEN, GREEN TREATED WOOD	203211	69.27
	PROJ: H70-42600		KIBBEE PARK	SUPPLIES/MATERIALS		
		I-73636	201-45210-42600	SUPPLIES & MA REBAR	203211	95.70
	PROJ: H87-42600		PATTON YOUNG	SUPPLIES-MAINTENANCE		
		I-73643	201-45210-42600	SUPPLIES & MA ANGL CLP	203211	8.28
	PROJ: H70-42600		KIBBEE PARK	SUPPLIES/MATERIALS		
		I-73646	201-45210-42600	SUPPLIES & MA REBAR	203211	116.50
	PROJ: H87-42600		PATTON YOUNG	SUPPLIES-MAINTENANCE		
		I-73716	201-45210-42600	SUPPLIES & MA ANGLES	203211	19.32
	PROJ: H70-42600		KIBBEE PARK	SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-104230	201-45210-42500	REPAIR & MAIN TIRE REPAIRS	203287	88.80
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-147604	201-45210-42600	SUPPLIES & MA BLACK LINERS, T-PAPER, GLOVES	203191	294.80
	PROJ: H87-42600		PATTON YOUNG	SUPPLIES-MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-B291883	201-45210-42600	SUPPLIES & MA BUG SPRAY	203284	21.87
	PROJ: H51-42600		PARK SHOP	SUPPLIES/MATERIALS		
01-03279	INTERSTATE GLASS & DOOR					
		I-63501	201-45210-42600	SUPPLIES & MA LOCKSET CORRIDOR FUNCTION	203185	333.96
	PROJ: H60-42600		NORTHRIDGE PARK	SUPPLIES/MATERIALS		
01-08130	C & B OPERATIONS LLC					
		I-12830297	201-45210-42500	REPAIR & MAIN SEAL, THERMOSTAT, COOL GARD	203133	132.67
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
		I-12832764	201-45210-42500	REPAIR & MAIN WATER PUMP	203133	66.70
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
		I-12873505	201-45210-42500	REPAIR & MAIN OIL RESISTANT HOSE, COOL GARD	203133	91.72
	PROJ: H50-42500		PARKS EQUIPMENT	REPAIR/MAINTENANCE		
01-09058	SITEONE LANDSCAPE SUPPL					
		I-143803800-001	201-45210-42600	SUPPLIES & MA ICD DECODER	203272	651.27
	PROJ: H56-42600		HITCHCOCK PARK	SUPPLIES/MATERIALS		
01-09633	STAPLES					
		I-6007445013	201-45210-42600	SUPPLIES & MA WIPERS	203275	294.96
	PROJ: H77-42600		SPORTSMANS CLUB	SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					

PACKET : 06992 06993 06994 06995

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10154	SCHOENFELDER PORTABLES	continued				
		I-3865	201-45210-42600	SUPPLIES & MA TOILET RENTALS	203265	360.00
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
01-10356	CK BICYCLES & LOCKS LLC					
		I-17404	201-45210-42600	SUPPLIES & MA KEYS,BIKE ACCESSORIES	203145	32.00
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		
01-10442	NATURAL FORMULATIONS					
		I-218899	201-45210-42600	SUPPLIES & MA SHAMPOO CONCETRATE KIT	203229	277.43
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
DEPARTMENT 5210 PARKS					TOTAL:	13,067.66

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01518	VERIZON WIRELESS					
		I-9970219080	201-45220-42800	UTILITIES ACCT #886931646-00001	203291	42.68
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	201-45220-42800	UTILITIES ACCT #00223662-2	203224	3.94
DEPARTMENT 5220 SUPERVISION						TOTAL: 46.62

FUND 201 PARK FUND				TOTAL:		89,102.63

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00070	KARTER KENIS & THE SMOK					
		I-08082024	202-45650-42905	ENTERTAINMENT KARTER KENIS PERFORMANCE	203192	1,000.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-00179	KIKN-FM					
		I-4954134	202-45650-42320	ADVERTISING/P 2024 DAKOTAFEST REMOTE PKG	203193	200.00
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
01-00261	KXRB-AM					
		I-4954325	202-45650-42320	ADVERTISING/P 2024 DAKOTAFEST REMOTE PKG	203197	200.00
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
01-00356	QUALIFIED PRESORT					
		I-2279-6063A	202-45650-42660	SHIPPING/POST POSTAGE 07.15-31.2024	203250	13.14
01-00424	RUNNINGS SUPPLY INC					
		I-1898874	202-45650-42600	SUPPLIES & MA HOSE CLINCH,DUCT TAPE,SCOOP	203258	259.69
01-00450	CITY OF MITCHELL					
		I-08062024	202-45650-42615	COGS-ALCOHOL PRE-STURGIS PARTY CUPS	203143	262.00
01-00850	GRAHAM TIRE CO					
		I-404183357	202-45650-42500	REPAIRS & MAI DISMOUNT & MOUNT TIRE	203173	160.00
01-01075	JOHNSON CONTROLS INC.					
		I-1-133598916982	202-45650-42500	REPAIRS & MAI BAD BLOWER MOTOR REPAIR	203190	1,600.13
01-01590	MCLEOD'S PRINTING					
		I-77437	202-45650-42320	ADVERTISING/P FESTIVAL POSTERS	203209	99.90
		I-77515	202-45650-42320	ADVERTISING/P FESTIVAL POSTERS	203209	99.90
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
		I-77768	202-45650-42320	ADVERTISING/P FESTIVAL POSTER	203209	99.90
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
01-01830	NORTHWESTERN ENERGY					
		I-2587291-2.08.24	202-45650-42800	UTILITIES 600 N MAIN ST	203231	173.89
		I-2587292-0.07.24	202-45650-42800	UTILITIES 600 N MAIN ST	203231	6,931.18
		I-3219913-5.07.24	202-45650-42800	UTILITIES 617 N MAIN	203231	12.00
		I-3458684-2.07.24	202-45650-42850	CP PLAZA UTIL 6TH AVE PARK	203231	78.10
01-02560	PEPSI COLA COMPANY					
		I-97799673	202-45650-42610	COST OF GOODS MT DEW BIBS,BUBBLRS	203244	429.96
01-02679	MENARD'S INC					
		I-72894	202-45650-42600	SUPPLIES & MA CONNECTOR	203211	24.92
		I-73221	202-45650-42600	SUPPLIES & MA QUIK STIK,PAINTSTIK,CALIPER	203211	29.47
		I-73642	202-45650-42500	REPAIRS & MAI GFCI	203211	38.99
01-02790	SUN GOLD SPORTS LLC					

PACKET : 06992 06993 06994 06995

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
=====						
01-02790	SUN GOLD SPORTS LLC	continued				
		I-27781	202-45650-42320	ADVERTISING/P PARADE BANNERS	203280	540.00
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
		I-27845	202-45650-42650	UNIFORMS HANKS EMBROIDERY FEE	203280	40.00
		I-27871	202-45650-42320	ADVERTISING/P CP PEDAL PULL TROPHIES	203280	302.00
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
		I-28063	202-45650-42907	PRE-STURGIS P PRE-STRUGIS AWARDS	203280	649.00
		I-28133	202-45650-42320	ADVERTISING/P CP FESTIVAL BANNER	203280	200.00
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
		I-28185	202-45650-42905	ENTERTAINMENT STATE PEDAL PULL TROPHIES	203280	873.00
01-02811	JONES SUPPLIES					
		I-147677	202-45650-42600	SUPPLIES & MA BLACK LINERS,T-TISSUE,HAND SOA	203191	289.45
		I-147678	202-45650-42600	SUPPLIES & MA SANITIZER	203191	97.22
		I-147763	202-45650-42600	SUPPLIES & MA GALLON LINERS	203191	247.23
		I-147772	202-45650-42600	SUPPLIES & MA COMBO DISPENSER	203191	45.00
		I-147785	202-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWELS,GLOVES	203191	494.22
		I-147786	202-45650-42600	SUPPLIES & MA NAPKINS,GLOVES,ROLL TOWELS	203191	136.09
		I-147889	202-45650-42600	SUPPLIES & MA NAPKINS	203191	196.31
		I-147891	202-45650-42600	SUPPLIES & MA GLOVES,LINERS,ROLL TOWELS	203191	349.75
01-02880	THUNE TRUE VALUE & APPL					
		I-B293117	202-45650-42600	SUPPLIES & MA CABLE TIE	203284	7.89
01-03522	ABC HARRIS PUBLISHING					
		I-05252024	202-45650-42320	ADVERTISING/P SKILLET FRONT PAGE AD	203114	510.00
	PROJ: W07-42320		CORN PALACE FESTIVAL-2020	ADVERTISING/PRINTING		
01-03577	BRANDON JONES					
		I-08122024	202-45650-42905	ENTERTAINMENT BRANDON JONES PLAZA STAGE PERF	203129	3,000.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-03578	RGM PRODUCTIONS LLC					
		I-08082024	202-45650-42905	ENTERTAINMENT CP FESTIVAL PERFORMANCE-ROWAN	203256	2,000.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-03579	LANCE AND LEA MUSIC LLC					
		I-08082024	202-45650-42905	ENTERTAINMENT LANCE AND LEA MUSIC PLAZA PERF	203199	1,500.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-03581	BLUE CREW PRODUCTIONS I					
		I-08122024	202-45650-42905	ENTERTAINMENT SCOTTY MCCREERY PERFORMANCE	203128	76,000.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-03582	LOGAN CULHANE					
		I-08082024	202-45650-42905	ENTERTAINMENT LOGAN CULHANE PERFORMANCE	203153	1,000.00
	PROJ: W07-42905		CORN PALACE FESTIVAL-2020	ENTERTAINMENT		
01-03584	CHRIS R GARCIA					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03584	CHRIS R GARCIA	continued				
		I-08122024	202-45650-42905	ENTERTAINMENT FUNK-UH-FRIED PLAZA PERFORMANC	203171	1,400.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-03586	REED RENKEN					
		I-08092024	202-45650-42905	ENTERTAINMENT FARMERS MARKET PERFORMANCE	203253	100.00
01-03606	WASSERMAN MUSIC LLC					
		I-08082024	202-45650-42905	ENTERTAINMENT SKILLET FESTIVAL PERFORMANCE	203295	76,000.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-03607	THE REALITY OF YOURSELF					
		I-08122024	202-45650-42905	ENTERTAINMENT THE REALITY OF YOURSELF	203282	3,400.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-03700	CORE-MARK MIDCONTINENT					
		C-1696655	202-45650-42610	COST OF GOODS RETURNED RAZMATAZZ	203150	12.07-
		C-1710827	202-45650-42610	COST OF GOODS RETURNED FOOD TRAYS,OIL	203150	102.13-
		I-1704224	202-45650-42610	COST OF GOODS CORNNUTS,CHIPS,CHEESE,OIL,SALT	203150	2,174.17
		I-1729072	202-45650-42610	COST OF GOODS CANDY,SEEDS,GUM,OIL,BURGERS	203150	5,542.34
		I-1729073-72	202-45650-42610	COST OF GOODS POPCORN BAGS	203150	536.72
01-04165	C & D PEDAL PULLS, INC.					
		I-08082024	202-45650-42905	ENTERTAINMENT PEDAL PULL 08.24.2024	203134	510.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-04537	PORTER DISTRIBUTING CO					
		I-228384	202-45650-42615	COGS-ALCOHOL BEER SUITCASES	203246	110.75
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-540583	202-45650-42320	ADVERTISING/P CP FESTIVAL ADVERTISING	203216	667.00
	PROJ: W07-42320	CORN PALACE FESTIVAL-2020		ADVERTISING/PRINTING		
01-05892	GAYLEN'S GOURMET POPCOR					
		I-1675	202-45650-42610	COST OF GOODS CARAMEL POPCORN	203172	1,735.20
01-06656	PREMIER PEST CONTROL LL					
		I-52519	202-45650-42600	SUPPLIES & MA JULY 2024 PEST CONTROL	203248	200.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	202-45650-42800	UTILITIES ACCT #00223662-2	203224	4.93
01-07173	JIMMY RIVER BAND					
		I-08082024	202-45650-42905	ENTERTAINMENT JIMMY RIVER BAND PERFORMANCE	203189	1,000.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-07235	BILLY LURKEN					
		I-08082024	202-45650-42905	ENTERTAINMENT BILLY LURKEN PLAZA PERFORMANCE	203206	300.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07344	CHESTERMAN COMPANY					
		I-11467901	202-45650-42610	COST OF GOODS MONSTER,GOLD PEAK TEA,PWRADE	203140	997.75
		I-11470628	202-45650-42610	COST OF GOODS SWITCH POP CHOICE IN CONCESSIO	203140	122.00
01-08281	VESTIS					
		I-6380212257	202-45650-42600	SUPPLIES & MA MAT CLEANING	203293	33.66
01-08594	MAKE IT MINE DESIGNS					
		I-35988	202-45650-42600	SUPPLIES & MA NYLON STATE FLAG	203208	453.75
01-09314	REPUBLIC NATIONAL DISTR					
		I-1901902	202-45650-42615	COGS-ALCOHOL JACK DANIELS WHISKEY	203254	828.00
01-09326	DAN POLLREISZ					
		I-08082024	202-45650-42905	ENTERTAINMENT THE 1270'S FESTIVAL PERFORMANC	203245	1,000.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-09473	PEPPER ENTERTAINMENT IN					
		I-1182	202-45650-42905	ENTERTAINMENT 2024 TALENT BUYING FINAL PYMNT	203243	15,000.00
	PROJ: W07-42905	CORN PALACE FESTIVAL-2020		ENTERTAINMENT		
01-09495	SCHUMACHER ELEVATOR COM					
		I-90620716	202-45650-42500	REPAIRS & MAI ELEVATOR MAINTENANCE	203266	549.38
01-09557	BRETT LOWRIE					
		I-08142024	202-45650-42502	CONTRACT SERV 2024 2ND PYMNT CORN/RYE GROWIN	203204	20,000.00
	PROJ: X04-42502	DECORATING		CONTRACT SERVICES		
01-09703	AMAZON CAPITAL SERVICES					
		I-11FD-KW1X-4LKJ	202-45650-42600	SUPPLIES & MA TWISTER TOOL	203115	69.75
	PROJ: X04-42600	DECORATING		SUPPLIES		
		I-13HG-6GNQ-FXQ4	202-45650-42600	SUPPLIES & MA LABELS, SHELVING BRACKETS	203115	91.94
		I-1NQM-WFQL-4M69	202-45650-42600	SUPPLIES & MA STAPLER	203115	159.70
	PROJ: X04-42600	DECORATING		SUPPLIES		
01-10154	SCHOENFELDER PORTABLES					
		I-3900	202-45650-42907	PRE-STURGIS P TOILET RENTALS	203265	1,350.00
01-10254	LEIGHTON FAMILY FARMS					
		I-1105	202-45650-42610	COST OF GOODS POPCORN	203202	740.00
01-10353	DIMOCK DAIRY INC					
		I-24071909	202-45650-42610	COST OF GOODS CHEESE VARIETIES	203162	297.00
01-10541	BUILDERS FIRST SOURCE					
		I-89403590	202-45650-42600	SUPPLIES & MA FELT,RECESS BITS,BANDED	203131	92.11
	PROJ: X04-42600	DECORATING		SUPPLIES		
		I-89435789	202-45650-42600	SUPPLIES & MA BAR TIE TWISTER	203131	18.50
	PROJ: X04-42600	DECORATING		SUPPLIES		

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 202 CORN PALACE FUND
DEPARTMENT: 5650 CORN PALACE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10597	AARON HIEB					
		I-08132024	202-45650-42907	PRE-STURGIS P POSTAGE REIMBURSED	203179	7.08
DEPARTMENT 5650 CORN PALACE					TOTAL:	235,567.86

FUND 202 CORN PALACE FUND					TOTAL:	235,567.86

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02170	DAVISON COUNTY REGISTER					
	I-08082024	203-45220-43310	WATERSHED IMP NAWCA NOTICE GRANT-KELLEY PROP	203158	30.00	
01-03587	DENNIS & DARLENE KOCH					
	I-2021-18 P.E. #1	203-45220-43310	WATERSHED IMP 2021-18 P.E. #1	203194	83,625.00	
01-06294	BROSZ ENGINEERING INC					
	I-2023-3 P.E. #14	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #14	203130	955.00	
01-09239	MIDWEST LABORATORIES IN					
	I-1195852	203-45220-42550	TESTING LAKE WATER TESTINGS	203218	1,386.04	
01-09740	CBRE INC-VALUATION & AD					
	I-069536RET-1-24	203-45220-43310	WATERSHED IMP RETAINER INVOICE	203135	5,000.00	
DEPARTMENT 5220 LAKE					TOTAL:	90,996.04

FUND 203 LAKE MITCHELL				TOTAL:	90,996.04	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01396	MITCHELL CONVENTION & V					
	I-08012024		211-46311-42960	CONV VISITORS AUG 2024 FUNDING	203222	20,800.00
01-09187	CONFLUENCE, INC					
	I-29766		211-46311-42963	COMMUNITY PRO CP PLAZA EXPANSION	203148	4,500.00
					DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL: 25,300.00

					FUND 211 ENTERTAINMENT TAX	TOTAL: 25,300.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02622	SD POLICE CHIEFS' ASSO	I-1711	214-43500-42200	PROFESSIONAL WRITTEN TESTS FOR DISPATCH	203267	1,085.00
01-02790	SUN GOLD SPORTS LLC	I-27851	214-43500-42650	UNIFORMS NIEHOFF EMBROIDERY	203280	8.00
01-04308	SANTEL COMMUNICATIONS C	I-11703100	214-43500-42800	UTILITIES - T ACCT #00212623-2	203263	30.00
01-06750	ATV HOLDINGS, LLC dba M	I-11051995	214-43500-42800	UTILITIES - T ACCT #00223662-2	203224	13.44
		I-11055603	214-43500-42800	UTILITIES - T ACCT #00024899-5	203224	82.93
01-08252	CORPORATE TRANSLATION S	I-277269	214-43500-42200	PROFESSIONAL TRANSLATION SERVICES	203200	16.81
DEPARTMENT 3500 E-911					TOTAL:	1,236.18
FUND 214 E-911 EMERGENCY					TOTAL:	1,236.18

BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.08.24	218-45180-42800	UTILITIES 300 W 1ST AVE	203231	1,671.68
01-07235	BILLY LURKEN					
		I-07312024	218-45180-42900	FUNDRAISING PATRIOT DAY CONCERT 09.11.24	203205	125.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1DGN-DNFW-1XPD	218-45180-42600	SUPPLIES & MA RECEIPT BOOK,FILE TABS,PENS	203115	23.74
				DEPARTMENT 5180 JVCC	TOTAL:	1,820.42

				FUND 218 COMMUNITY SERVICES	TOTAL:	3,016.33

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00483	COUNTY FAIR					
		I-08012024	219-45140-42911	CONTRACT SERV JULY 2024 DINE CARDS	203152	1,232.00
01-02878	PALACE TRANSIT					
		I-17354	219-45140-42320	ADVERTISING ADVERTISING ON BUSES	203242	360.00
01-06232	COBORNS INC					
		I-08012024	219-45140-42911	CONTRACT SERV JULY 2024 DINE CARDS	203146	974.40
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	219-45140-42800	UTILITIES ACCT #00223662-2	203224	0.39
01-09069	BIG DADDY D'S INC					
		I-08062024	219-45140-42911	CONTRACT SERV SR MEALS 07.29-08.02.2024	203126	2,139.00
		I-927	219-45140-42911	CONTRACT SERV SR MEALS 08.05-09.2024	203126	2,208.00
01-09521	OVERTIME					
		I-08062024	219-45140-42911	CONTRACT SERV JULY 2024 SR MEALS-PARKSTON	203241	2,338.25
01-09633	STAPLES					
		I-6007963827	219-45140-42600	SUPPLIES & MA SHARPIES	203275	16.56
		I-6007963828	219-45140-42600	SUPPLIES & MA LATEX GLOVES	203275	32.25
01-09703	AMAZON CAPITAL SERVICES					
		I-1DGN-DNFW-1XPD	219-45140-42600	SUPPLIES & MA RECEIPT BOOK,FILE TABS,PENS	203115	23.74
01-10569	THE DUGOUT					
		I-08022024	219-45140-42911	CONTRACT SERV JULY 2024 SR MEALS-TRIPP	203163	2,529.00
DEPARTMENT 5140 NUTRITION					TOTAL:	11,853.59

FUND 219 NUTRITION					TOTAL:	11,853.59

PACKET : 06992 06993 06994 06995

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
01-00424	RUNNINGS SUPPLY INC					
		I-1895276	230-43500-42600	SUPPLIES & MA TRIMMER LINE, LOOP STAR	203258	20.48
01-00436	CHS FARMERS ALLIANCE					
		I-II3241	230-43500-42600	SUPPLIES & MA BUCCANEER PLUS, TENKOZ	203141	268.90
		I-II3459	230-43500-42500	REPAIR & MAIN BUCCANEER PLUS	203141	136.40
01-01199	STURDEVANTS AUTO VALUE					
		I-815040525	230-43500-42500	REPAIR & MAIN AIR FILTERS, CARBURETOR KIT	203277	115.04
01-01450	MUTH ELECTRIC INC					
		I-671711	230-43500-42500	REPAIR & MAIN LOCATES FOR SEWER, WATER LINES	203227	105.92
01-01518	VERIZON WIRELESS					
		I-9970219080	230-43500-42800	UTILITIES ACCT #886931646-00001	203291	47.68
01-01830	NORTHWESTERN ENERGY					
		I-2585924-0.07.24	230-43500-42800	UTILITIES MITCHELL AIRPORT	203231	169.67
		I-2585926-5.07.24	230-43500-42800	UTILITIES AIRPORT SECURITY GATE	203231	14.20
		I-2585934-9.07.24	230-43500-42800	UTILITIES MITCHELL AIRPORT 5	203231	772.80
		I-2585936-4.07.24	230-43500-42800	UTILITIES 5971 AIRPORT RD BLDG 24	203231	40.08
		I-2585992-7.07.24	230-43500-42800	UTILITIES 6601 N MAIN	203231	282.07
		I-2830030-9.07.24	230-43500-42800	UTILITIES NG RD HWY 37 AP SIGN	203231	13.02
01-03100	CENTURY LINK					
		I-333866399.07.24	230-43500-42800	UTILITIES ACCT #333866399	203139	66.85
01-06750	ATV HOLDINGS, LLC dba M					
		I-11056239	230-43500-42800	UTILITIES ACCT #00248999-0	203224	72.95
01-09516	BECHEN ELECTRIC INC					
		I-4791	230-43500-42500	REPAIR & MAIN RUNWAY LIGHT REPAIRS	203123	669.78
01-09668	DAN LONDON					
		I-08122024	230-43500-42650	UNIFORMS JEANS REIMBURSED	203203	53.90
DEPARTMENT 3500 AIRPORT					TOTAL:	2,849.74

FUND 230 AIRPORT					TOTAL:	2,849.74

PACKET : 06992 06993 06994 06995

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
01-01518	VERIZON WIRELESS					
		I-9970219080	602-43330-42800	UTILITIES ACCT #886931646-00001	203291	95.36
01-01830	NORTHWESTERN ENERGY					
		I-2585902-6.07.24	602-43330-42800	UTILITIES 2800 N MAIN ST	203231	8,395.53
		I-2586002-4.07.24	602-43330-42800	UTILITIES N LAKE MITCHELL	203231	78.41
01-02679	MENARD'S INC					
		I-73997	602-43330-42600	SUPPLIES & MA ADAPTOR, DOOR STOP	203211	17.26
01-02880	THUNE TRUE VALUE & APPL					
		I-A574908	602-43330-42600	SUPPLIES & MA BARB INSERT	203284	4.49
		I-A574909	602-43330-42600	SUPPLIES & MA CLAMP	203284	1.99
01-04692	B-Y WATER DISTRICT					
		I-06771.08.24	602-43330-42850	B-Y WATER CHA JULY 2024 WATER USAGE	203121	119,953.06
01-07598	AQUA-PURE INC					
		I-MITSD2408	602-43330-42602	CHEMICALS SODIUM TRIPOLYPHOSPHATE	203118	3,487.50
01-08281	VESTIS					
		I-6380214394	602-43330-42600	SUPPLIES & MA MOP, MAT CLEANING	203293	50.62
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	132,084.22

PACKET : 06992 06993 06994 06995

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
01-00041	RICE LAKE WEST					
		I-2020-20 P.E. #15	602-43340-43355	ABOVE GROUND 2020-20 P.E. #15	203257	416,159.29
01-00356	QUALIFIED PRESORT					
		I-2279-6063A	602-43340-42660	POSTAGE POSTAGE 07.15-31.2024	203250	25.80
01-00424	RUNNINGS SUPPLY INC					
		I-1894963	602-43340-42600	SUPPLIES & MA BRASS CONNECTORS,PICK RAILROAD	203258	43.07
		I-1898610	602-43340-42600	SUPPLIES & MA SPADE,SHOVEL	203258	89.98
		I-1899663	602-43340-42600	SUPPLIES & MA 26-BLADE GAUGE	203258	7.19
		I-1900143	602-43340-42650	UNIFORMS SCHUMAN PANTS	203258	69.98
01-00532	A-OX WELDING SUPPLY CO					
		I-0000309898	602-43340-42600	SUPPLIES & MA CO2 CYLINDER FILL	203112	22.50
01-00786	SOUTH DAKOTA 811					
		I-SD24-02114	602-43340-42200	LOCATES JULY 2024 MESSAGE FEES	203273	166.43
01-00798	MAGUIRE IRON INC					
		I-2021-3 P.E. #5	602-43340-43358	PAINT WEST WT 2021-3 P.E. #5	203207	39,982.00
01-01590	MCLEOD'S PRINTING					
		I-74586	602-43340-42910	BILLING OFFIC ENVELOPES	203209	99.97
01-02470	CORE & MAIN LP					
		I-V349255	602-43340-42525	HYDRANT REPAI VALVE BTM	203149	1,064.80
01-02679	MENARD'S INC					
		I-73523	602-43340-42600	SUPPLIES & MA WEIGHT TRACKING SCALE	203211	5.99
01-03487	RANDALL COMMUNITY WATER					
		I-2024-7 P.E. #6	602-43340-42225	PROFESSIONAL 2024-7 P.E. #6	203252	54,367.95
01-03589	DAKOTA MAINSTEM					
		I-08012024	602-43340-42700	TRAVEL, CONF ANNUAL CHARGE,PRORATION DISCNT	203154	2,304.71
01-06294	BROSZ ENGINEERING INC					
		I-2024-2 P.E. #8	602-43340-42225	PROFESSIONAL 2024-2 P.E. #8	203130	6,389.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #42	602-43340-43355	ABOVE GROUND 2020-20 P.E. #42	203183	841.19
		I-2020-20 P.E. #43	602-43340-43355	ABOVE GROUND 2020-20 P.E. #43	203183	12,889.18
		I-2021-25 P.E. #14	602-43340-43326	LIVESAY UTILI 2021-25 P.E. #14	203183	40.94
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	534,569.97
				FUND 602 WATER	TOTAL:	666,654.19

PACKET : 06992 06993 06994 06995

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-3411/1	604-43200-42600	SUPPLIES COUPLINGS, TEES, VALVES	203164	86.46
01-00047	WILLIAMS DRONES					
		I-1051	604-43200-42600	SUPPLIES LAGOON, GRASS SPRAYINGS	203296	1,734.95
01-00356	QUALIFIED PRESORT					
		I-2279-6063A	604-43200-42660	POSTAGE POSTAGE 07.15-31.2024	203250	25.07
01-00424	RUNNINGS SUPPLY INC					
		I-1900115	604-43200-42600	SUPPLIES ENGINE OIL, STIHL PARTS	203258	32.94
01-00525	DAKOTA PUMP LLC					
		I-18396	604-43200-42600	SUPPLIES GAUGE	203155	245.43
01-01020	CENTRAL ELECTRIC COOPER					
		I-12550001.08.24	604-43200-42800	UTILITIES 41151 256TH ST	203138	11,690.00
01-01518	VERIZON WIRELESS					
		I-9970219080	604-43200-42800	UTILITIES ACCT #886931646-00001	203291	47.68
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.07.24	604-43200-42800	UTILITIES 2141 E HAVENS ST PLNT SWR	203231	16,864.94
01-02143	HDR ENGINEERING INC					
		I-2022-1 P.E. #19	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #19	203176	35,326.76
01-02679	MENARD'S INC					
		I-74101	604-43200-42600	SUPPLIES AIR FILTERS, OPTIFREE SOLUTION	203211	191.66
01-02880	THUNE TRUE VALUE & APPL					
		I-B293975	604-43200-42600	SUPPLIES PRESSURE GAUGES	203284	27.90
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	66,273.79

PACKET : 06992 06993 06994 06995

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-1264407		604-43210-42550	LABORATORY FE ARSENIC,CADMIUM,CHROMIUM,COPPE	203220	513.00
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						513.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		C-3396/1	604-43250-42600	SUPPLIES RETURNED BAR STRIPING	203164	29.99-
		I-3359/1	604-43250-42600	SUPPLIES GRASS SEED	203164	16.99
		I-3395/1	604-43250-42600	SUPPLIES BAR STRIPING GOOSNECK	203164	59.98
01-00236	BENDER SEWER & DRAIN LL					
		I-34663	604-43250-43317	CIPP CAMERA LINES CIPP LINER	203125	3,267.00
01-00525	DAKOTA PUMP LLC					
		I-18378	604-43250-42600	SUPPLIES DEHUMIDIFIER	203155	259.75
		I-18395	604-43250-42600	SUPPLIES VALVE CHECK,GASKET	203155	1,174.72
		I-18409	604-43250-42600	SUPPLIES TRANSDUCER,O-RING,GASKET	203155	1,170.58
		I-18410	604-43250-42600	SUPPLIES BLUE GLOVES	203155	192.10
01-00786	SOUTH DAKOTA 811					
		I-SD24-02114	604-43250-42200	PROFESSIONAL JULY 2024 MESSAGE FEES	203273	166.42
01-01020	CENTRAL ELECTRIC COOPER					
		I-12552001.08.24	604-43250-42800	UTILITIES 2824 S CAPITAL ST	203138	267.00
01-01590	MCLEOD'S PRINTING					
		I-74586	604-43250-42910	BILLING OFFIC ENVELOPES	203209	99.97
01-01830	NORTHWESTERN ENERGY					
		I-2585907-5.07.24	604-43250-42800	UTILITIES AIRPORT RD WST WTR	203231	141.77
		I-2828568-2.07.24	604-43250-42800	UTILITIES 5709 ISLAND CT	203231	52.90
		I-3907866-2.07.24	604-43250-42800	UTILITIES 1040 N HARMON DR LIFT	203231	188.53
01-06294	BROSZ ENGINEERING INC					
		I-2024-2 P.E. #8	604-43250-42200	PROFESSIONAL 2024-2 P.E. #8	203130	9,583.50
01-06750	ATV HOLDINGS, LLC dba M					
		I-11051995	604-43250-42800	UTILITIES ACCT #00223662-2	203224	0.94
01-07430	ELLIOTT EQUIPMENT CO					
		I-180878	604-43250-42600	SUPPLIES FOLLOWER LEVEL WIND	203166	453.63
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #14	604-43250-43336	LIVESAY UTILI 2021-25 P.E. #14	203183	388.93
01-09671	PREMIER EQUIPMENT LLC					
		I-IH53872	604-43250-42500	REPAIRS GEARBOX REP	203247	633.70
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	18,088.42

FUND 604 SEWER					TOTAL:	84,875.21

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3220 RECYCLING PROGRAM
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00281	HELMS AND ASSOCIATES					
		I-2021-30 P.E. #20	612-43220-43200	BUILDINGS 2021-30 P.E. #20	203177	1,167.50
01-01490	MUELLER LUMBER CO. INC.					
		I-297263	612-43220-42600	SUPPLIES RECYCLE CENTER KEYS	203226	1.99
01-02484	DARRINGTON WATER COND					
		I-60160.07.24	612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL	203157	15.00
DEPARTMENT 3220 RECYCLING PROGRAM						TOTAL: 1,184.49

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-6063A	612-43230-42660	POSTAGE POSTAGE 07.15-31.2024	203250	25.07
01-00436	CHS FARMERS ALLIANCE					
		I-IZ4902	612-43230-42500	REPAIRS SWITCH TIRES	203141	200.00
01-01117	FLEETPRIDE					
		I-118564997	612-43230-42500	REPAIRS SWIVEL ELBOW,BRAKE SHOE,BRAKE	203168	896.12
01-01590	MCLEOD'S PRINTING					
		I-74586	612-43230-42910	BILLING OFFIC ENVELOPES	203209	99.99
01-04066	TRANSWEST - SIOUX FALLS					
		I-094P6407	612-43230-42600	SUPPLIES CAP FUEL	203289	68.99
		I-094P6408	612-43230-42600	SUPPLIES CAP FUEL	203289	68.99
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	1,359.16

PACKET : 06992 06993 06994 06995

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
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-1895804	612-43240-42600	SUPPLIES	IMPACT WRENCH,PLIERS,SQUEEGEE	203258	805.90
01-01117	FLEETPRIDE					
	I-118734536	612-43240-42600	SUPPLIES	PUSH-ON HOSE,WORM GEAR	203168	4.87
01-01199	STURDEVANTS AUTO VALUE					
	I-815040764	612-43240-42600	SUPPLIES	BRAKE CLEANER	203277	53.88
	I-815040863	612-43240-42500	REPAIR AND MA	WHEEL NUT	203277	27.96
01-01239	BUTLER MACHINERY INC					
	I-04PS0771663	612-43240-42500	REPAIR AND MA	SENSOR	203132	384.25
01-02017	DAVISON RURAL WATER SYS					
	I-5095.08.24	612-43240-42800	UTILITIES	JULY 2024 WATER USAGE	203159	48.95
01-02448	SDSWMA					
	I-08012024	612-43240-42700	TRAVEL, CONF.	MEMBERSHIP RENEWALS	203268	550.00
01-02484	DARRINGTON WATER COND					
	I-49197.07.24	612-43240-42500	REPAIR AND MA	WATER COOLER RENTAL	203157	48.90
01-02939	DEPARTMENT OF AGRICULTU					
	I-08092024	612-43240-42210	STATE GARBAGE	JULY 2024 SOLID WASTE SURCHARG	203160	3,560.07
DEPARTMENT 3240 LANDFILL					TOTAL:	5,484.78

FUND 612 SANITATION					TOTAL:	8,028.43

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER SEWER & DRAIN LL					
	I-34658	614-45250-43300	IMPROVEMENTS	LAKEVIEW DRAIN TILE LINES	203125	700.00
01-00424	RUNNINGS SUPPLY INC					
	I-1896795	614-45250-42602	CHEMICALS	ROUNDUP	203258	99.99
	I-1901929	614-45250-43300	IMPROVEMENTS	BRAIDED ROPE	203258	325.00
01-00436	CHS FARMERS ALLIANCE					
	I-IF9700	614-45250-42610	GAS & FUEL	LAKEVIEW UNLEADED GAS	203141	1,241.49
	I-IF9701	614-45250-42610	GAS & FUEL	GOLF RUBY FIELDMASTER	203141	885.88
	I-IF9702	614-45250-42610	GAS & FUEL	GOLF UNLEADED GAS	203141	506.77
01-00525	DAKOTA PUMP LLC					
	I-18379	614-45250-42500	REPAIR & MAIN	INSTALL PANEL COOLING UNIT	203155	527.72
01-01355	MIDWEST TURF & IRRIGATI					
	I-3937387-00	614-45250-42600	SUPPLIES & MA	BALL JOINT,RETAINING RING	203219	166.96
01-01450	MUTH ELECTRIC INC					
	I-671242	614-45250-42500	REPAIR & MAIN	REPLACE BAD SOLENOID	203227	100.41
01-01518	VERIZON WIRELESS					
	I-9970219080	614-45250-42800	UTILITIES	ACCT #886931646-00001	203291	42.68
01-01830	NORTHWESTERN ENERGY					
	I-2581643-0.07.24	614-45250-42800	UTILITIES	GOLF PUMP 100 H	203231	1,289.69
01-03490	VAN WALL EQUIPMENT INC					
	I-6300251	614-45250-42600	SUPPLIES & MA	BEARING KIT	203290	241.75
01-03588	ZIMCO SUPPLY CO					
	I-196957	614-45250-42602	CHEMICALS	ALPHA BENT GRASS SEED	203298	1,552.50
01-08281	VESTIS					
	I-6380214386	614-45250-42600	SUPPLIES & MA	MAT CLEANING	203293	31.61
01-09058	SITEONE LANDSCAPE SUPPL					
	I-142511023-001	614-45250-42604	TREES & SOD	LESCO SEED MIX,ANT BAIT	203272	790.24
DEPARTMENT 5250 GOLF COURSE						TOTAL: 8,502.69

FUND 614 GOLF COURSE						TOTAL: 8,502.69

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 54

PACKET : 06992 06993 06994 06995

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
=====						
01-01199	STURDEVANTS AUTO VALUE					
		I-81504164	619-45220-42500	REPAIR & MAIN AIR,OIL FILTERS,FLASHER	203277	74.56
01-01450	MUTH ELECTRIC INC					
		I-671458	619-45220-42500	REPAIR & MAIN POP MACHINE NEW POWER COVER	203227	122.24
		I-672418	619-45220-42500	REPAIR & MAIN DUPLEX RECEP	203227	101.12
		I-672529	619-45220-42500	REPAIR & MAIN CAMPER OUTLET REPAIRS	203227	214.79
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.07.24	619-45220-42800	UTILITIES 2601 N MAIN ST	203231	1,715.86
		I-3988458-0.07.24	619-45220-42800	UTILITIES 2601 N MAIN ST SHWR	203231	18.52
01-01964	DAKOTA SUPPLY GROUP					
		I-S103881121.001	619-45220-42500	REPAIR & MAIN PLUG-ON,ACCT 704	203156	15.85
01-02051	MIDCONTINENT COMMUNICAT					
		I-12860920514188	619-45220-42800	UTILITIES ACCT #128609205	203215	131.19
01-02679	MENARD'S INC					
		I-72598	619-45220-42600	SUPPLIES CLEAN & DEGREASE,GARBAGE BAGS	203211	75.95
		I-73219	619-45220-42600	SUPPLIES CRATE,STRIPING PAINT,FAUCET	203211	195.56
		I-73269	619-45220-42500	REPAIR & MAIN D-PANEL,WINGAARD	203211	89.50
01-02804	TMA STORES					
		I-104312	619-45220-42500	REPAIR & MAIN TIRE REPAIR	203287	47.02
01-02880	THUNE TRUE VALUE & APPL					
		I-A574405	619-45220-42600	SUPPLIES LAMP STRIP LIGHT	203284	47.99
		I-A574978	619-45220-42600	SUPPLIES HOOK RAIL	203284	21.99
01-03488	FLOWBIRD AMERICA INC					
		I-IV144514	619-45220-42620	COMPUTER SOFT GATEWAY FEES	203169	69.00
01-06750	ATV HOLDINGS, LLC dba M					
		I-11054356	619-45220-42800	UTILITIES ACCT #00028238-4	203224	72.95
01-08130	C & B OPERATIONS LLC					
		I-12832499	619-45220-42500	REPAIR & MAIN O-RING,GASKETS,INSERTS	203133	500.15
		I-12847550	619-45220-42500	REPAIR & MAIN LIFT LINK,CHAIN LINK	203133	66.08
		I-12852228	619-45220-42500	REPAIR & MAIN WHEEL	203133	176.35
		I-12857717	619-45220-42500	REPAIR & MAIN LIFT LINK,CHAIN LINK	203133	300.22
		I-12857724	619-45220-42500	REPAIR & MAIN KNOB,TAIL LAMP,MOWER BLADE	203133	300.65
		I-12862829	619-45220-42500	REPAIR & MAIN YOKE, MOWER BLADE	203133	511.25
		I-12868159	619-45220-42500	REPAIR & MAIN SPINDLE,WATER PUMP CORE	203133	178.94
		I-12869419	619-45220-42500	REPAIR & MAIN LIFT LINK	203133	132.16
01-09665	CITY OF MITCHELL					
		I-08012024	619-45220-42935	BID TAX JULY 2024 HOTEL TAX	203144	1,178.00
DEPARTMENT 5220 CAMPGROUND					TOTAL:	6,357.89

FUND	619	CAMPGROUND	TOTAL:			Page 242 of 370

PACKET : 06992 06993 06994 06995

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-7783-2.07.24	621-369	REFUNDS & REI COLLECTION FEES	203113	439.66
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						439.66

PACKET : 06992 06993 06994 06995
VENDOR SET: Mult
FUND : 621 EMERGENCY MEDICAL SERVICE
DEPARTMENT: 4600 EMS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00532	A-OX WELDING SUPPLY CO					
		I-0000309900	621-44600-42600	SUPPLIES O2 CYLINDER FILL	203112	50.85
01-01518	VERIZON WIRELESS					
		I-9970219080	621-44600-42800	UTILITIES ACCT #886931646-00001	203291	102.12
01-02700	HENRY SCHEIN INC					
		I-12052106	621-44600-42600	SUPPLIES MASKS	203178	51.45
		I-99754664	621-44600-42600	SUPPLIES WETGEL,MASKS,TUBING	203178	422.80
01-02880	THUNE TRUE VALUE & APPL					
		I-A575727	621-44600-42600	SUPPLIES KEYS	203284	9.96
01-03316	MEDICAL WASTE TRANSPORT					
		I-94445	621-44600-42200	PROFESSIONAL MEDICAL WASTE DISPOSAL	203210	131.97
01-03478	AVERA QUEEN OF PEACE					
		I-08012024	621-44600-42600	SUPPLIES AMBULANCE MEDICATIONS	203120	211.30
01-09962	QUICK MED CLAIMS					
		I-INV37592	621-44600-42250	CONTRACT-QMC JUL 2024 MONTHLY CHARGES	203251	5,253.93
					DEPARTMENT 4600 EMS	TOTAL: 6,234.38

					FUND 621 EMERGENCY MEDICAL SERVICE	TOTAL: 6,674.04

PACKET : 06992 06993 06994 06995

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00983	HEATHER HINKER					
		I-07312024	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	203180	2,000.00
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	2,000.00

				FUND 700 AGENCY FUNDS	TOTAL:	2,000.00
					REPORT GRAND TOTAL:	1,358,861.71

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2024-2025	101-41110-42600	SUPPLIES & MATERIALS	14.75	725	248.61			
	101-41210-42800	UTILITIES-TELEPHONE	42.68	750	425.31			
	101-41220-42800	UTILITIES-TELEPHONE	1.37	250	154.87			
	101-41410-42610	WEST GROUP LAW DATABASE	824.82	14,000	7,967.41			
	101-41410-42800	RECODIFY CITY ORDINANCES	431.55	5,000	4,068.45			
	101-41410-42810	UTILITIES-TELEPHONE	2.32	100	95.51			
	101-41420-42200	PROFESSIONAL SERVICES	19,750.00	51,650	5,184.38			
	101-41420-42600	SUPPLIES & MATERIALS	168.99	3,000	611.85			
	101-41420-42620	CHECKS, RCPTS, FORMS	99.97	2,080	458.28			
	101-41420-42800	UTILITIES - TELEPHONE	4.75	260	139.27			
	101-41440-42210	PROFESSIONAL SERVICES	304.00	18,221	5,117.50			
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,597.00	35,115	9,475.02			
	101-41440-42800	UTILITIES	0.91	250	146.51			
	101-41920-42520	REPAIR-CITY HALL	202.24	3,100	4,117.19-	Y		
	101-41920-42620	SUPPLIES-CITY HALL	99.98	2,000	1,332.99			
	101-41920-42810	UTILITIES-STORAGE BLDG	208.21	2,600	1,202.16			
	101-41920-42811	UTILITIES-CITY HALL	1,722.36	21,000	8,644.51			
	101-41935-42615	POSTAGE	311.92	7,000	2,945.14			
	101-41935-42850	UTILITIES/TELEPHONE	2,379.17	30,200	11,220.73			
	101-42110-42200	PROFESSIONAL SERVICES	126.61	29,581	22,128.28			
	101-42110-42500	REPAIR & MAINTENANCE	2,198.13	13,700	9,685.81-	Y		
	101-42110-42600	SUPPLIES	2,227.28	35,055	19,143.57			
	101-42110-42640	UNIFORM ALLOWANCE	161.60	7,000	5,388.01			
	101-42110-42800	TELEPHONE	26.07	16,000	7,883.81			
	101-42110-42810	UTILITIES	156.17	12,150	7,705.28			
	101-42110-42980	VEHICLE TOWING	405.00	5,500	3,655.00			
	101-42130-42520	EMERGENCY SIREN UTILITIES	57.60	2,700	903.59			
	101-42130-42530	TRAFFIC LIGHTS MAINT	304.95	12,500	6,457.63			
	101-42130-42535	LIGHT MAINTENANCE	282.86	27,500	22,364.49			
	101-42130-42545	PAINT	1,309.62	17,000	2,344.12			
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	8,522.39	0	97,795.42-	Y		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	963.46	38,000	16,333.24			
	101-42130-42820	TELEPHONE	135.37	1,200	337.35			
	101-42130-42835	UTILITIES-STREET LIGHTS	22,112.29	253,000	89,921.35			
	101-42200-42500	REPAIR & MAINTENANCE	1,103.24	16,050	1,724.71-	Y		
	101-42200-42600	SUPPLIES	401.65	15,650	7,357.03			
	101-42200-42800	TELEPHONE	31.59	2,800	1,621.55			
	101-43100-42500	REPAIRS	716.83	16,000	27,583.01-	Y		
	101-43100-42600	SUPPLIES	734.77	140,000	38,548.70			
	101-43100-42620	ASPHALT MIX	11,226.60	80,000	56,455.50			
	101-43100-42650	UNIFORMS	155.99	3,600	2,831.48			
	101-43100-42800	UTILITIES	2.63	15,000	7,533.43			
	101-43110-42500	REPAIRS	94.25	700	2,151.86-	Y		
	101-43110-42600	SUPPLIES	83.85	4,000	2,081.77			
	101-43110-42625	BOOKS & MANUALS	170.00	0	170.00-	Y		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-43110-42750	PLANNING COMMISSION EXPENS	47.94	1,000	419.72		
	101-43110-42800	UTILITIES	84.05	2,000	823.84		
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	7,547.52		
	101-43120-42670	CHIP SEAL AGGREGATE	284.95	77,000	32,883.95		
	101-43120-42680	CHIP SEAL ASPHALT	18,853.28	310,000	291,146.72		
	101-43120-43312	WEST END BRIDGE	3,900.00	318,000	305,543.54		
	101-43150-43317	LIVESAY UTILITY IMPROVEMEN	593.63	288,324	283,248.51		
	101-43700-42500	REPAIR & MAINTENANCE	85.64	5,500	381.59-	Y	
	101-43700-42600	SUPPLIES & MATERIALS	980.47	16,000	5,443.04		
	101-43700-42604	TREES, SOD & SEED	1,275.00	2,000	0.00		
	101-43700-42610	GAS & FUEL	1,392.65	8,000	2,728.21		
	101-43700-42800	UTILITIES	242.56	5,000	2,071.22		
	101-44120-42800	UTILITIES-POUND	107.90	3,400	1,930.08		
	101-44120-42900	IMPOUNDING DOGS	1,250.00	16,200	6,995.39		
	101-45500-42600	SUPPLIES & MATERIALS	130.12	11,000	3,920.03		
	101-45500-42693	E-BOOKS/AUDIO BOOKS	93.99	21,650	10,315.23		
	101-45500-42800	UTILITIES	2,948.81	42,500	18,955.52		
	101-45500-43420	BOOKS	1,520.84	47,000	25,136.52		
	101-45500-43421	AUDIO-VISUAL	171.96	4,000	1,851.60		
	201-45110-42550	REPAIR & MAINT-AQUATICS	556.75	9,000	6,165.68		
	201-45110-42600	SUPPLIES & MATERIALS	118.69	9,000	4,364.66		
	201-45110-42601	CONCESSION SUPPLIES	607.75	24,000	2,494.78		
	201-45110-42602	POOL CHEMICALS	6,931.22	43,000	57.30-	Y	
	201-45110-42605	SUPPLIES & MAT-AQUATICS	170.66	5,500	1,284.94-	Y	
	201-45110-42800	UTILITIES	1.30	400	207.67		
	201-45110-42850	UTILITIES-AQUATICS	6,314.31	74,750	45,715.35		
	201-45140-42300	PUBLISHING	2,691.10	51,220	16,459.41		
	201-45140-42500	REPAIR & MAINTENANCE	876.88	32,872	10,516.80		
	201-45140-42600	SUPPLIES & MATERIALS	920.53	31,140	12,992.68		
	201-45140-42601	CONCESSION SUPPLIES	1,756.38	12,000	3,714.98		
	201-45140-42602	CHEMICALS	61.20	15,000	6,492.23		
	201-45140-42650	UNIFORMS	70.00	1,250	315.10		
	201-45140-42800	UTILITIES	4,946.93	174,300	83,416.77		
	201-45160-42500	REPAIR & MAINTENANCE	1,323.42	52,000	18,245.09		
	201-45160-42600	SUPPLIES & MATERIALS	3,874.22	55,147	30,577.81		
	201-45160-42602	CHEMICALS	505.00	20,500	6,196.70		
	201-45160-42650	UNIFORMS	179.96	1,400	811.08		
	201-45160-42800	UTILITIES	2,951.98	150,220	65,320.85		
	201-45160-43320	CAPITAL IMPROV-PRESS BOX	41,049.82	245,332	45,572.84		
	201-45165-42600	SUPPLIES	80.25	1,000	821.13		
	201-45210-42500	REPAIR & MAINTENANCE	2,565.78	41,150	14,453.65		
	201-45210-42600	SUPPLIES & MATERIALS	4,855.76	64,600	5,727.03		
	201-45210-42610	GAS & FUEL	3,890.93	33,000	13,554.22		
	201-45210-42650	UNIFORMS	21.98	2,100	792.79		
	201-45210-42800	UTILITIES	1,677.78	60,000	42,751.91		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45210-42850	UTILITIES-VETERAN'S PARK	55.43	4,800	3,320.59				
	201-45220-42800	UTILITIES	46.62	640	301.73				
	202-45650-42320	ADVERTISING/PRINTING	2,918.70	24,000	10,330.41				
	202-45650-42500	REPAIRS & MAINTENANCE	2,348.50	72,530	24,003.39				
	202-45650-42502	CONTRACT SERVICES	20,000.00	54,020	9,786.34				
	202-45650-42600	SUPPLIES & MATERIALS	3,296.65	53,490	22,045.13				
	202-45650-42610	COST OF GOODS SOLD	12,460.94	182,000	28,392.41				
	202-45650-42615	COGS-ALCOHOL	1,200.75	20,500	7,774.35				
	202-45650-42650	UNIFORMS	40.00	1,500	1,390.05				
	202-45650-42660	SHIPPING/POSTAGE	13.14	3,000	2,673.52				
	202-45650-42800	UTILITIES	7,122.00	90,000	45,236.16				
	202-45650-42850	CP PLAZA UTILITIES	78.10	500	37.73-	Y			
	202-45650-42905	ENTERTAINMENT	184,083.00	221,250	9,491.21-	Y			
	202-45650-42907	PRE-STURGIS PARTY	2,006.08	30,000	12,696.02				
	203-45220-42550	TESTING	1,386.04	6,400	1,620.52				
	203-45220-43300	LAKE IMPROVEMENTS	955.00	6,000,000	6,028,592.15				
	203-45220-43310	WATERSHED IMPROVEMENTS	88,655.00	0	841,858.77-	Y			
	211-46311-42960	CONV VISITORS BUR	20,800.00	250,000	83,600.00				
	211-46311-42963	COMMUNITY PROJECTS	4,500.00	505,123	494,323.84				
	214-43500-42200	PROFESSIONAL SERVICES	1,101.81	3,700	2,491.14				
	214-43500-42650	UNIFORMS	8.00	1,030	753.84				
	214-43500-42800	UTILITIES - TELEPHONE	126.37	3,154	1,814.10				
	218-45150-42500	REPAIR AND MAINTENANCE	987.19	8,500	1,975.30				
	218-45150-42600	SUPPLIES & MATERIALS	23.75	11,400	7,760.79				
	218-45150-42610	GAS OIL TIRES	31.05	81,000	29,375.52				
	218-45150-42800	UTILITIES	1.12	1,553	143.13				
	218-45150-42810	UTILITIES-GARAGE	152.80	12,722	7,697.86				
	218-45180-42600	SUPPLIES & MATERIALS	23.74	3,000	1,080.32-	Y			
	218-45180-42800	UTILITIES	1,671.68	28,464	12,637.50				
	218-45180-42900	FUNDRAISING	125.00	4,750	1,737.41-	Y			
	219-45140-42320	ADVERTISING	360.00	400	40.00				
	219-45140-42600	SUPPLIES & MATERIALS	72.55	1,600	820.21				
	219-45140-42800	UTILITIES	0.39	405	301.49				
	219-45140-42911	CONTRACT SERVICES-MEALS	11,420.65	188,431	60,829.51				
	230-43500-42500	REPAIR & MAINTENANCE	1,027.14	10,000	1,322.99-	Y			
	230-43500-42600	SUPPLIES & MATERIALS	289.38	8,500	5,902.93				
	230-43500-42650	UNIFORMS	53.90	250	196.10				
	230-43500-42800	UTILITIES	1,479.32	20,000	8,163.40				
	602-43330-42600	SUPPLIES & MATERIALS	74.36	17,500	12,458.06				
	602-43330-42602	CHEMICALS	3,487.50	6,000	975.00-	Y			
	602-43330-42800	UTILITIES	8,569.30	180,000	139,378.30				
	602-43330-42850	B-Y WATER CHARGES	119,953.06	925,000	442,874.32				
	602-43340-42200	LOCATES	166.43	2,000	1,237.16				
	602-43340-42225	PROFESSIONAL SERVICES	60,756.95	125,000	224,222.65-	Y			
	602-43340-42525	HYDRANT REPAIRS	1,064.80	20,000	17,710.26				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	602-43340-42600	SUPPLIES & MATERIALS	168.73	125,300	62,648.74				
	602-43340-42650	UNIFORMS	69.98	1,250	521.21				
	602-43340-42660	POSTAGE	25.80	10,000	3,853.67				
	602-43340-42700	TRAVEL, CONF & DUES	2,304.71	3,500	140.35				
	602-43340-42910	BILLING OFFICE	99.97	10,700	7,395.41				
	602-43340-43326	LIVESAY UTILITIES	40.94	0	209.48-	Y			
	602-43340-43355	ABOVE GROUND STORAGE	429,889.66	8,515,013	4,376,490.01				
	602-43340-43358	PAINT WEST WTR TOWER	39,982.00	250,784	209,452.00				
	604-43200-42600	SUPPLIES	2,319.34	21,650	4,924.03-	Y			
	604-43200-42660	POSTAGE	25.07	9,000	2,827.93				
	604-43200-42800	UTILITIES	28,602.62	215,000	37,403.23				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	35,326.76	29,829,861	28,758,799.20				
	604-43210-42550	LABORATORY FEES & SERVICES	513.00	5,000	2,042.45				
	604-43250-42200	PROFESSIONAL SERVICES	9,749.92	165,000	86,028.97				
	604-43250-42500	REPAIRS	633.70	22,000	1,411.00				
	604-43250-42600	SUPPLIES	3,297.76	50,000	21,368.91				
	604-43250-42800	UTILITIES	651.14	51,000	27,312.95				
	604-43250-42910	BILLING OFFICE	99.97	8,000	4,695.39				
	604-43250-43317	CIPP	3,267.00	555,000	462,218.50				
	604-43250-43336	LIVESAY UTILITIES	388.93	168,624	162,281.47				
	612-43220-42500	REPAIR & MAINTENANCE	15.00	5,000	3,342.04-	Y			
	612-43220-42600	SUPPLIES	1.99	19,000	11,927.14				
	612-43220-43200	BUILDINGS	1,167.50	2,499,150	2,479,505.04				
	612-43230-42500	REPAIRS	1,096.12	11,000	4,106.58-	Y			
	612-43230-42600	SUPPLIES	137.98	40,000	34,376.08				
	612-43230-42660	POSTAGE	25.07	8,000	1,867.96				
	612-43230-42910	BILLING OFFICE	99.99	8,000	4,695.38				
	612-43240-42210	STATE GARBAGE FEES	3,560.07	33,000	10,837.34				
	612-43240-42500	REPAIR AND MAINTENANCE	461.11	32,000	22,329.61				
	612-43240-42600	SUPPLIES	864.65	55,000	30,165.17				
	612-43240-42700	TRAVEL, CONF. & DUES	550.00	4,000	1,579.95				
	612-43240-42800	UTILITIES	48.95	12,000	4,203.88				
	614-45250-42500	REPAIR & MAINTENANCE	628.13	10,000	2,335.22				
	614-45250-42600	SUPPLIES & MATERIALS	440.32	25,400	1,036.71				
	614-45250-42602	CHEMICALS	1,652.49	25,000	2,845.25				
	614-45250-42604	TREES & SOD	790.24	2,500	1,419.76				
	614-45250-42610	GAS & FUEL	2,634.14	15,000	5,518.11				
	614-45250-42800	UTILITIES	1,332.37	20,000	11,081.85				
	614-45250-43300	IMPROVEMENTS	1,025.00	747,436	746,411.00				
	619-45220-42500	REPAIR & MAINTENANCE	2,830.88	8,000	4,046.82				
	619-45220-42600	SUPPLIES	341.49	2,200	1,376.95				
	619-45220-42620	COMPUTER SOFTWARE	69.00	4,000	1,995.21				
	619-45220-42800	UTILITIES	1,938.52	19,750	11,146.06				
	619-45220-42935	BID TAX	1,178.00	3,800	820.00				
	621-369	REFUNDS & REIMB*NON-EXPENS	439.66	0	3,713.45-				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	621-44600-42200	PROFESSIONAL SERVICES	131.97	6,450	1,818.03		
	621-44600-42250	CONTRACT-QMC	5,253.93	54,000	16,787.51		
	621-44600-42600	SUPPLIES	746.36	23,500	8,490.52		
	621-44600-42800	UTILITIES	102.12	3,425	1,468.12		
	700-45300-42900	BID DEPOSITS	2,000.00	0	21,500.00-	Y	
**	2024-2025 YEAR TOTALS	**	1,358,861.71				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	14.75
101-1210	MAYOR'S OFFICE	42.68
101-1220	CITY ADMINISTRATOR	1.37
101-1410	ATTORNEY'S OFFICE	1,258.69
101-1420	FINANCE	20,023.71
101-1440	HUMAN RESOURCES	1,901.91
101-1920	MUNICIPAL BUILDINGS	2,232.79
101-1935	INFORMATION TECHNOLOGY	2,691.09
101-2110	POLICE DEPARTMENT	5,300.86
101-2130	TRAFFIC DEPARTMENT	33,688.54
101-2200	FIRE DEPARTMENT	1,536.48
101-3100	STREET DEPARTMENT	12,836.82
101-3110	PUBLIC WORKS ADMIN	485.40
101-3120	STREET & SIDEWALK CONST	23,038.23
101-3150	STORM DRAINAGE	593.63
101-3700	CEMETERY	3,976.32
101-4120	ANIMAL CONTROL	1,357.90
101-5500	LIBRARY	4,865.72

101 TOTAL	GENERAL	115,846.89
201-5110	RECREATION & AQUATICS	14,700.68
201-5140	RECREATION CENTER	11,323.02
201-5160	SPORTS COMPLEXES	49,884.40
201-5165	CADWELL CONCESSIONS	80.25
201-5210	PARKS	13,067.66
201-5220	SUPERVISION	46.62

201 TOTAL	PARK FUND	89,102.63

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
202-5650	CORN PALACE	235,567.86

202 TOTAL	CORN PALACE FUND	235,567.86
203-5220	LAKE	90,996.04

203 TOTAL	LAKE MITCHELL	90,996.04
211-6311	ENTERTAINMENT TAX	25,300.00

211 TOTAL	ENTERTAINMENT TAX	25,300.00
214-3500	E-911	1,236.18

214 TOTAL	E-911 EMERGENCY	1,236.18
218-5150	PALACE TRANSIT	1,195.91
218-5180	JVCC	1,820.42

218 TOTAL	COMMUNITY SERVICES	3,016.33
219-5140	NUTRITION	11,853.59

219 TOTAL	NUTRITION	11,853.59
230-3500	AIRPORT	2,849.74

230 TOTAL	AIRPORT	2,849.74
602-3330	WATER TREATMENT PLANT	132,084.22
602-3340	WATER DISTRIBUTION	534,569.97

602 TOTAL	WATER	666,654.19

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
604-3200	WASTE WATER TREATMENT	66,273.79
604-3210	WASTE WATER IND PRETREAT	513.00
604-3250	WASTE WATER COLLECTION	18,088.42

604 TOTAL	SEWER	84,875.21
612-3220	RECYCLING PROGRAM	1,184.49
612-3230	WASTE COLLECTION	1,359.16
612-3240	LANDFILL	5,484.78

612 TOTAL	SANITATION	8,028.43
614-5250	GOLF COURSE	8,502.69

614 TOTAL	GOLF COURSE	8,502.69
619-5220	CAMPGROUND	6,357.89

619 TOTAL	CAMPGROUND	6,357.89
621	NON-DEPARTMENTAL	439.66
621-4600	EMS	6,234.38

621 TOTAL	EMERGENCY MEDICAL SERVICE	6,674.04
700-5300	AGENCY FUNDS	2,000.00

700 TOTAL	AGENCY FUNDS	2,000.00

** TOTAL **		1,358,861.71

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	GAUT	Garage Utilities	152.80
	MAINT	Maintenance/Repairs	987.19
	OFFSUP	Office Supplies	23.75
	OFFUT	Office Utilities	1.12
	TIR	Tires	31.05
		** PROJECT E01 TOTAL **	1,195.91
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	371.00
		** PROJECT H01 TOTAL **	371.00
H02 CADWELL STADIUM	42800	UTILITIES	1,139.43
		** PROJECT H02 TOTAL **	1,139.43
H03 OLD SOCCER FIELDS	42800	UTILITIES	110.81
		** PROJECT H03 TOTAL **	110.81
H04 BASEBALL	42500	REPAIR/MAINTENANCE	154.69
	42600	SUPPLIES/MATERIALS	884.80
	42602	CHEMICALS	505.00
	42800	UTILITIES	236.55
		** PROJECT H04 TOTAL **	1,781.04
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	120.53
	42600	SUPPLIES/MATERIALS	421.49
	42800	UTILITIES	632.00
		** PROJECT H05 TOTAL **	1,174.02
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	120.00
	42600	SUPPLIES-MATERIALS	2,566.47
		** PROJECT H06 TOTAL **	2,686.47
H07 PEPSI COMPLEX	42500	REPAIR/MAINTENANCE	557.20
	42800	UTILITIES	735.44
		** PROJECT H07 TOTAL **	1,292.64
H10 MUNROE PARK	42800	UTILITIES	50.07
		** PROJECT H10 TOTAL **	50.07
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	2,565.78
	42610	GAS/FUEL	3,840.93
		** PROJECT H50 TOTAL **	6,406.71

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	411.20
	42800	UTILITIES	369.82
		** PROJECT H51 TOTAL **	781.02
H55 DRY RUN CREEK PARK	42600	SUPPLIES/MATERIALS	360.00
	42800	UTILITIES	16.92
		** PROJECT H55 TOTAL **	376.92
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	1,050.77
	42800	UTILITIES	852.54
		** PROJECT H56 TOTAL **	1,903.31
H58 JENNEWEIN PARK	42800	UTILITIES	15.24
		** PROJECT H58 TOTAL **	15.24
H60 NORTHRIDGE PARK	42600	SUPPLIES/MATERIALS	365.96
	42800	UTILITIES	7.43
		** PROJECT H60 TOTAL **	373.39
H61 PIONEER PARK	42600	SUPPLIES/MATERIALS	44.99
	42800	UTILITIES	19.13
		** PROJECT H61 TOTAL **	64.12
H62 ROTARY PARK	42800	UTILITIES	15.05
		** PROJECT H62 TOTAL **	15.05
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	55.43
		** PROJECT H63 TOTAL **	55.43
H66 CAMP ARROYA	42800	UTILITIES	99.81
		** PROJECT H66 TOTAL **	99.81
H67 DAY CAMP	42800	UTILITIES	83.14
		** PROJECT H67 TOTAL **	83.14
H70 KIBBEE PARK	42600	SUPPLIES/MATERIALS	96.87
		** PROJECT H70 TOTAL **	96.87
H71 KIWANIS WOODLOT	42800	UTILITIES	44.43
		** PROJECT H71 TOTAL **	44.43

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H72 LIONS POINT PARK	42600	SUPPLIES/MATERIALS	17.99
		** PROJECT H72 TOTAL **	17.99
H74 PUBLIC BEACH	42800	UTILITIES	74.77
		** PROJECT H74 TOTAL **	74.77
H76 SANDY BEACH	42800	UTILITIES	21.84
		** PROJECT H76 TOTAL **	21.84
H77 SPORTSMANS CLUB	42600	SUPPLIES/MATERIALS	294.96
	42610	GAS/FUEL	50.00
		** PROJECT H77 TOTAL **	344.96
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	9.98
		** PROJECT H79 TOTAL **	9.98
H85 LAKE MITCHELL WATER	42600	SUPPLIES-MAINTENANCE	204.00
		** PROJECT H85 TOTAL **	204.00
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	2,007.56
		** PROJECT H87 TOTAL **	2,007.56
J02 INDOOR AQUATIC CTR		CHEMICAL CHEMICALS	61.20
	RM-BLDG	REPAIR/MAINT-BLDG	780.61
		** PROJECT J02 TOTAL **	841.81
J05 REC CTR CONCESSIONS		CONC SUP CONCESSION SUPPLY	1,756.38
		** PROJECT J05 TOTAL **	1,756.38
J06 REC CTR-GENERAL BLDG	RM-ELEC	REPAIR/MAINT-ELECTRICAL	96.27
	SM-ELEC	SUPPLIES/MATERIAL-ELECTRICAL	182.76
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	419.35
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	135.23
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	183.19
		** PROJECT J06 TOTAL **	1,016.80
J08 REC CTR PUBLISHING	DOH	PUBLISHING-DEPT OF HEALTH	55.10
	ICAN	PUBLISHING-ICAN	750.00
	KMIT	PUBLISHING-KMIT	651.00
	MIDCO	PUBLISHING-MIDCO	1,235.00
		** PROJECT J08 TOTAL **	2,691.10

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	4,835.10
	TV	UTILITIES-TV	111.80
		** PROJECT J09 TOTAL **	4,946.90
J10 REC CTR UNIFORMS	CHRIS	UNIFORMS-CHRIS	33.91
	KEVIN	UNIFORMS-KEVIN	36.09
		** PROJECT J10 TOTAL **	70.00
J50 OUTDOOR AQUATIC CENTER	CHEM	CHEMICALS	6,931.22
	CONCESS	CONCESSIONS	607.75
	ELE/GAS	UTILITIES-ELECTRIC/GAS	6,314.31
	RM-ELEC	REPAIR/MAINT-ELECTRICAL	505.06
	RM-GENER	REPAIR/MAINT-GENERAL	51.69
	SM-GENER	SUPPLIES/MATERIAL-GENERAL	96.44
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	74.22
		** PROJECT J50 TOTAL **	14,580.69
J51 P&A YOUTH PROGRAMS	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	18.80
	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	99.89
		** PROJECT J51 TOTAL **	118.69
W07 CORN PALACE FESTIVAL-2020	42320	ADVERTISING/PRINTING	2,818.80
	42905	ENTERTAINMENT	183,110.00
		** PROJECT W07 TOTAL **	185,928.80
X04 DECORATING	42502	CONTRACT SERVICES	20,000.00
	42600	SUPPLIES	340.06
		** PROJECT X04 TOTAL **	20,340.06

NO ERRORS

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	August 19, 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 Jaun'I Gibson-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Jaun'I 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. Planning Commission motioned to recommend approval with 3 conditions-1) license is non-transferable, 2) if business ceases to operate for six months, then a new application would be required, 3) pass a fire inspection; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-2024.		



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

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

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

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

☐ **Rezoning** \$250 application 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

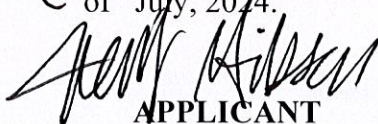
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

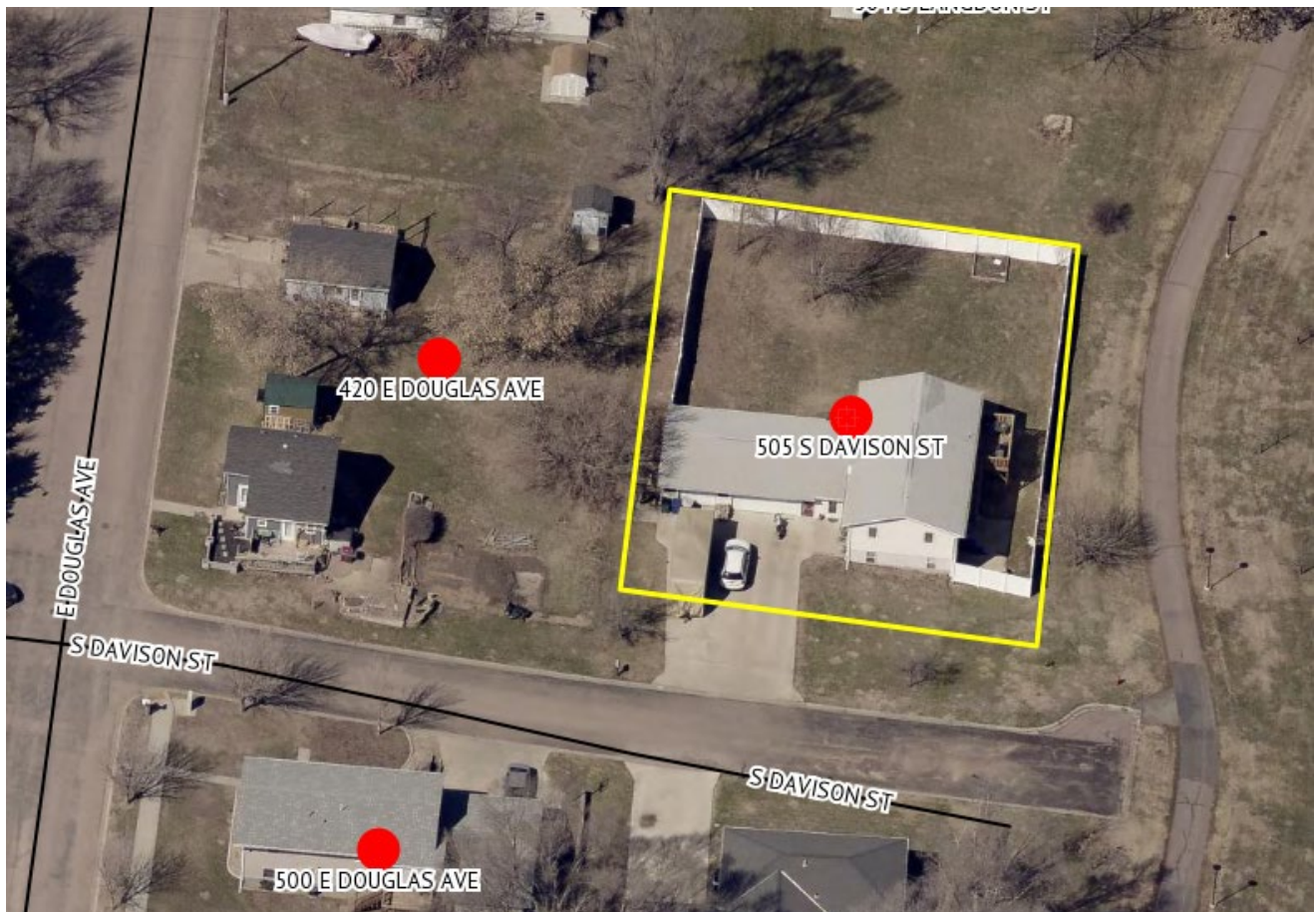
Legal Description: **Lots 43 & 44 Overlook Addition, City of Mitchell, Davison County, South Dakota**

Property Address: **505 S Davison**

Dated this ^{3rd} of July, 2024.


APPLICANT

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



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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 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 25th day of July, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 31st day of July, 2024

Approximate Cost:

Jaun'I & Sawyer Gibson
613 E 3rd Ave
Mitchell, SD 57301

Grace Reformed Church of Mitchell
505 S Davison St
Mitchell, SD 57301

Todd Sperlich
420 E Douglass Ave
Mitchell, SD 57301

Linda Otterpohl Revoc Living Trust
504 S Langdon St
Mitchell, SD 57301

Patrick & Marica Shannon
518 Langdon St
Mitchell, SD 57301

Milo & Lorie Hansen
1809 Charles Ave
Mitchell, SD 57301

Allen & Cindy Bierman
601 S Davison St
Mitchell, SD 57301

Lauren Alexander
Gregory Guthrie
503 S Douglas Ave
Mitchell, SD 57301

Jeffery & Tammi Guericke
500 E Douglass Ave
Mitchell, SD 57301

Bruce Schwenck Revoc Living Trust
504 E Douglass Ave
Mitchell, SD 57301

Mallory & Earl Hafner
500 S Davison St
Mitchell, SD 57301

Austen Iverson
600 S Burr St
Mitchell, SD 57301

Austin LLC
600 S Burr St
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

July 31, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We Todd Sperlich
OWNER

420 E Douglas Ave Mitchell SD 57301
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 19, 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 Schmitz Construction-Variance Permit		
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. Planning Commission motioned to recommend approval; 5 aye, 0 nay, 2 abstain. Motion carried. See Planning Commission Unsigned Minutes 08-12-2024.		



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

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

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

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

☐ **Rezoning** \$250 application 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:

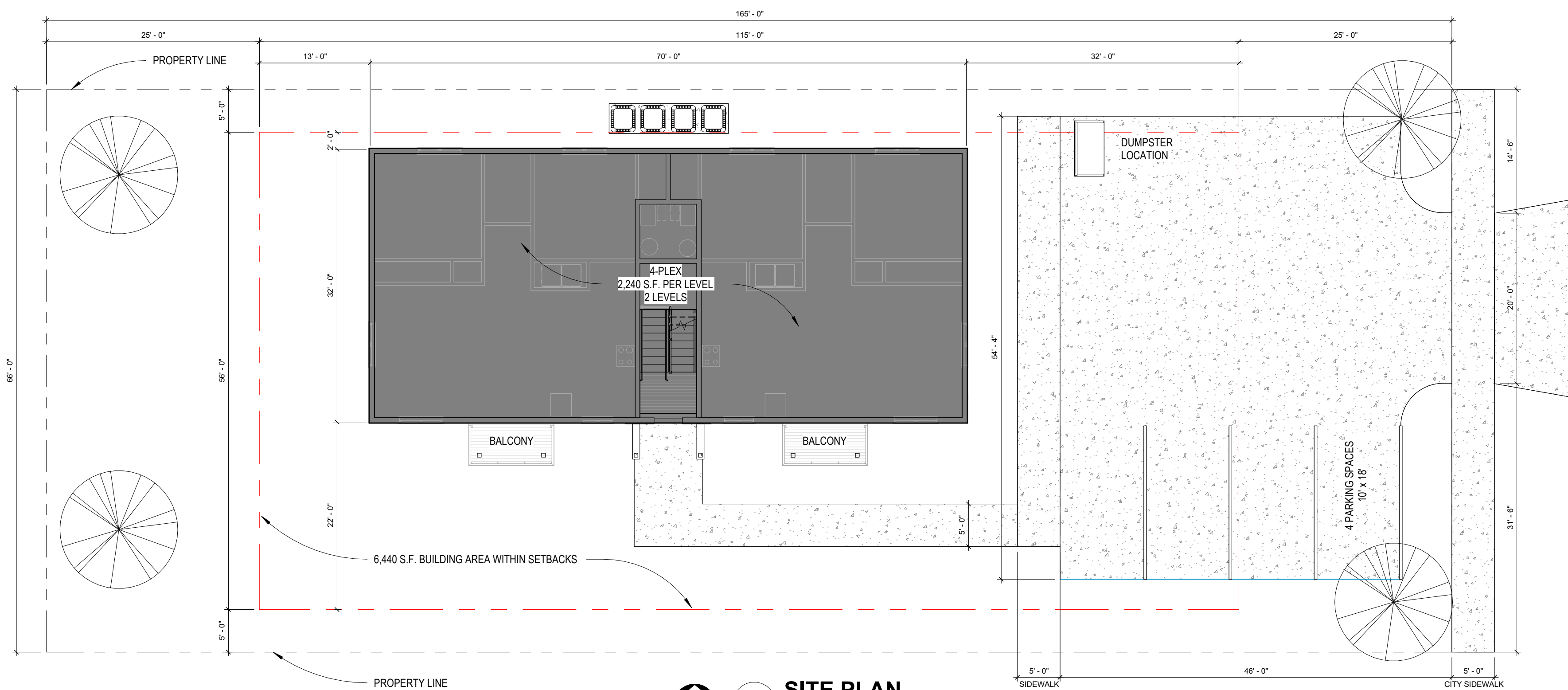
Legal Description: S ½ and E ½ of Lot 6, Block 3 Hammers Addition, City of Mitchell, Davison County, South Dakota

Property Address: 821 N Mentzer

Dated this 22nd of July, 2024.


APPLICANT
Schmitz Construction
OWNER





10-5E-5: DENSITY, AREA, AND HEIGHT REGULATIONS:

High Density Residential R-4	Minimum Lot Area ¹	Minimum Lot Width	Minimum Front Yard	Minimum Rear Yard	Minimum Side Yard	Minimum Side Yard Corner Lot	Maximum Zoning Lot Coverage	Maximum Height ²
1 dwelling unit ft.	6,000 sq. ft.	60'	25'	25'	3'	15'	75%	6 stories or 65'
2 dwelling units ft.	8,000 sq. ft.	75'	25'	25'	3'	15'	75%	6 stories or 65'
3 dwelling units ft.	9,000 sq. ft.	75'	25'	25'	5'	15'	75%	6 stories or 65'
4 dwelling units sq. ft.	14,000 sq. ft.	100'	25'	25'	5'	15'	75%	6 stories or 65'

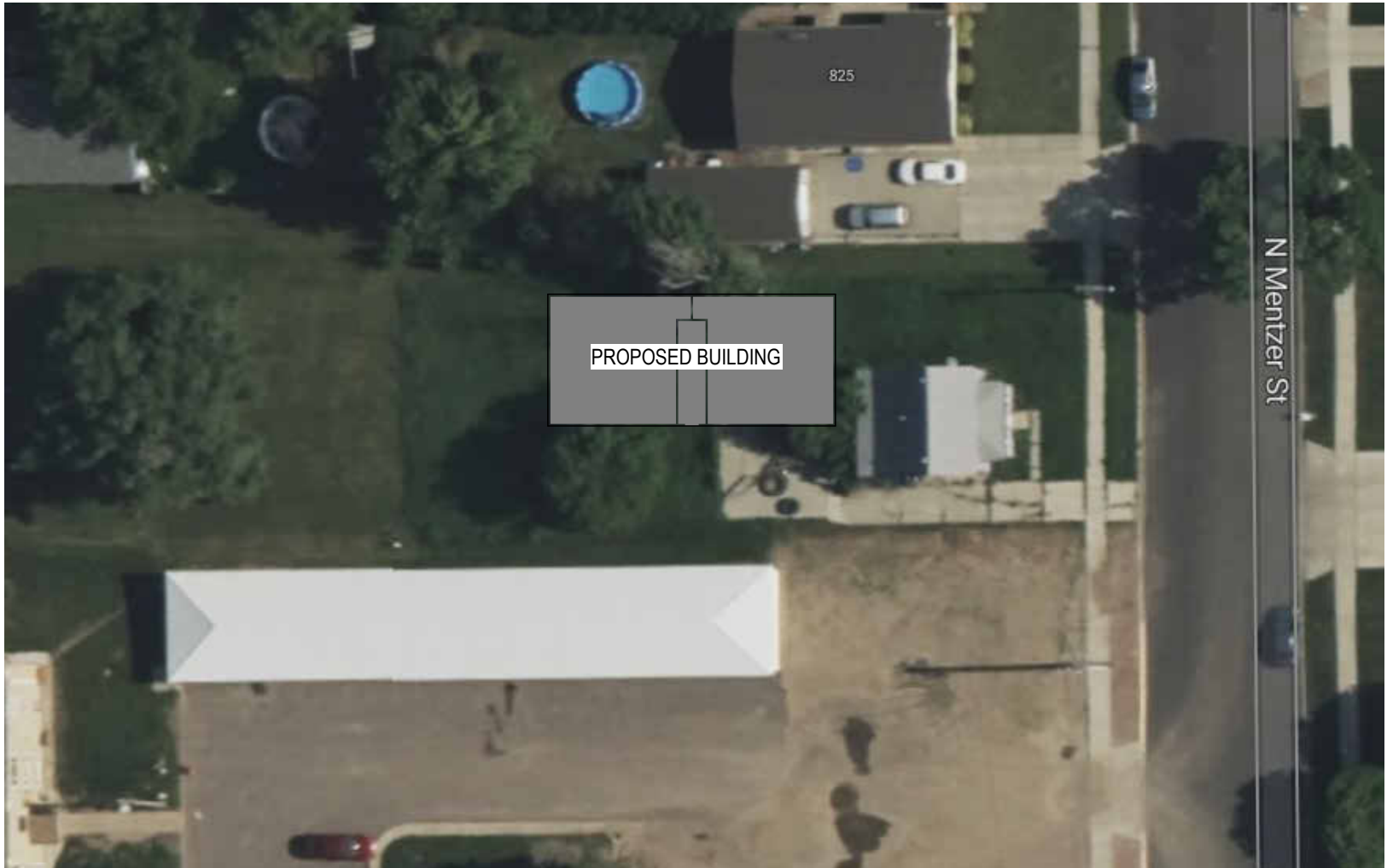
Notes:

- For each additional dwelling unit over 4 dwelling units add at least 1,000 square feet to minimum lot area.
- In the R-4 district, no building shall exceed 6 stories or 65 feet in building height, except, that 1 foot of height may be added to the building for each foot that the building is set back from the required front yard.

(Ord. 2408, 10-1-2012; amd. Ord. 2476, 6-2-2014)

A. Accessory Buildings:

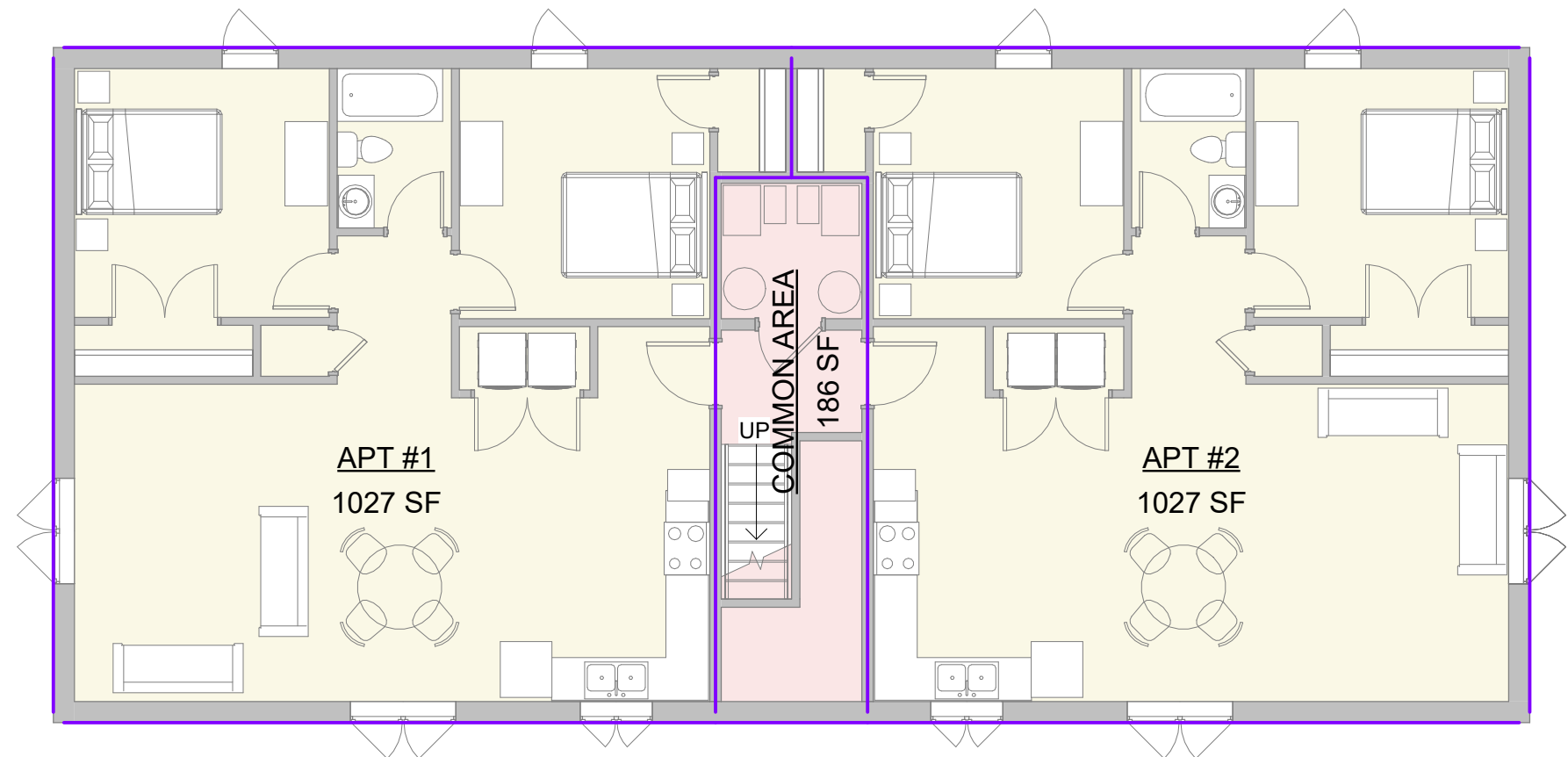
- Accessory buildings cannot exceed twenty two feet (22') in building height.
- Accessory buildings in the R-4 district shall not exceed two thousand (2,000) square feet per dwelling unit and the principal and accessory buildings shall not exceed the maximum zoning lot coverage.
- An accessory building shall not be permitted in any required front yard and no separate accessory building shall be erected within three feet (3') of any principal building's line.
- Accessory buildings shall be at least three feet (3') from zoning lot lines of adjoining lots with the footage to be measured from the overhang building line. On a corner lot they shall conform to the setback requirements on the side street, except in the case of an accessory structure door parallel to the alley, the minimum yard requirement setback shall not be less than sixteen feet (16'). (Ord. 2408, 10-1-2012)



3 SITE IMAGE
1" = 40'-0"

ADDRESS: 821 N. METZER
MITCHELL SD

ZONE: R4
SITE AREA REQUIRED = 14,000 S.F.: REQUEST VARIANCE TO ALLOW 10,890 S.F.
2 DWELLING UNITS PER LEVEL (4 TOTAL DWELLING UNITS)
MIN. LOT WIDTH REQUIRED 100': REQUEST VARIANCE TO ALLOW 66' LOT WIDTH
AREA ALLOWED PER LEVEL = 75% OF 6,440 S.F. = 4,830 S.F.
STORIES: 2
HEIGHT: 19'-0" ABOVE GRADE



2 AREA PLAN OF TYPICAL UNITS
1/8" = 1'-0"

4-PLEX APARTMENTS
821 N. MENTZER
SITE PLAN

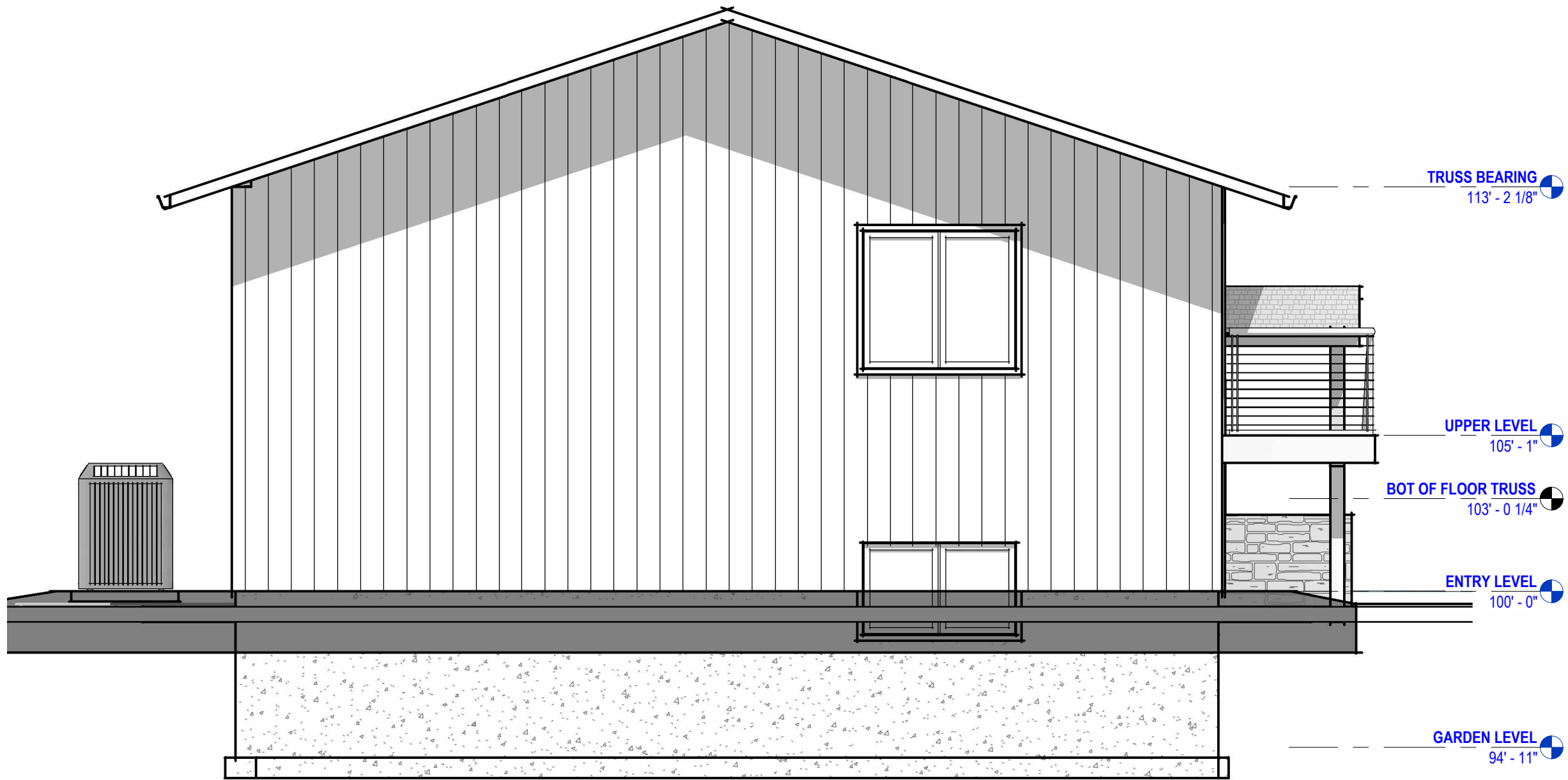
Revision Schedule
No. Description Date

Drawn By: MH
Date: 7/03/24

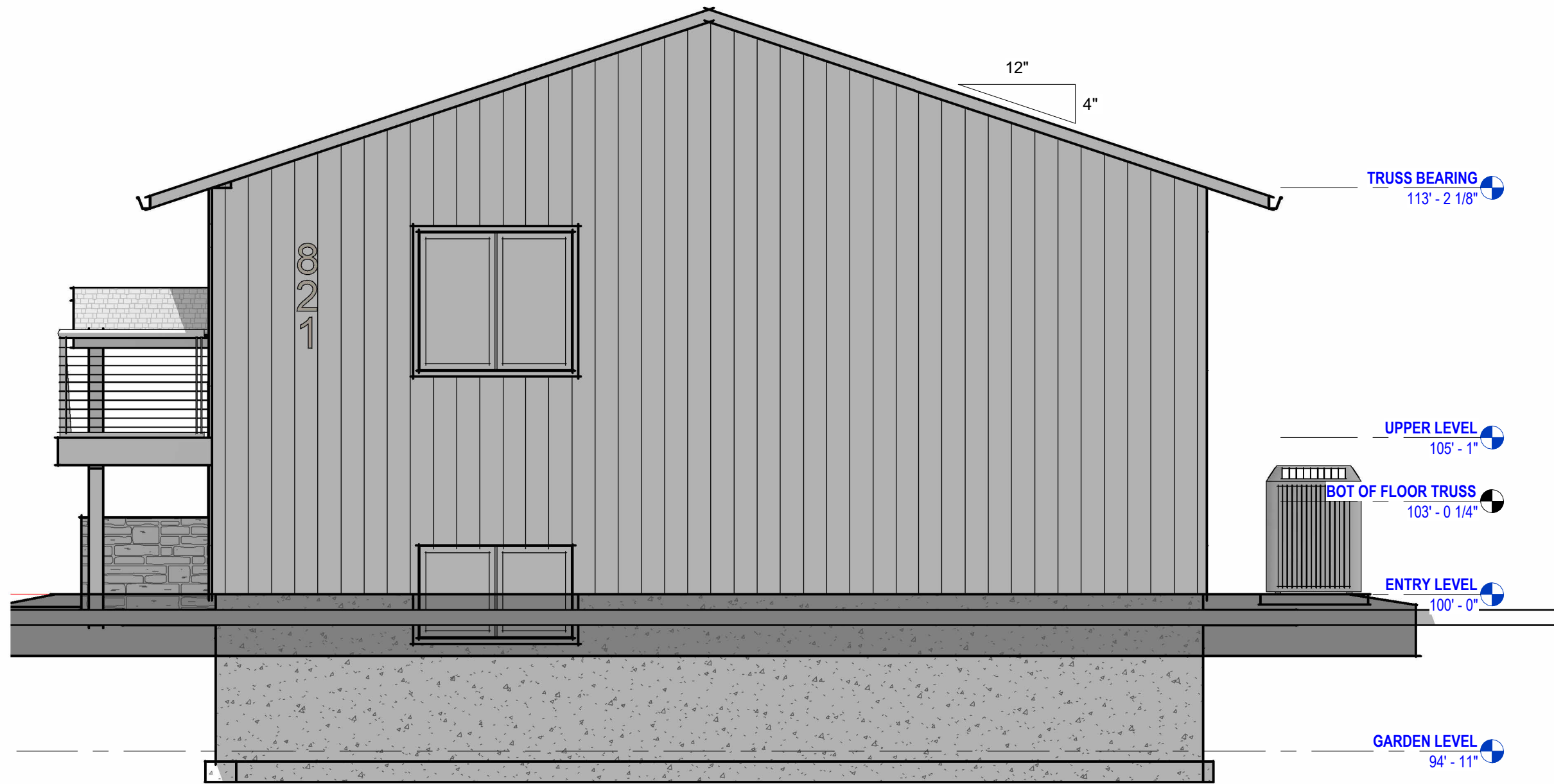
A1.1



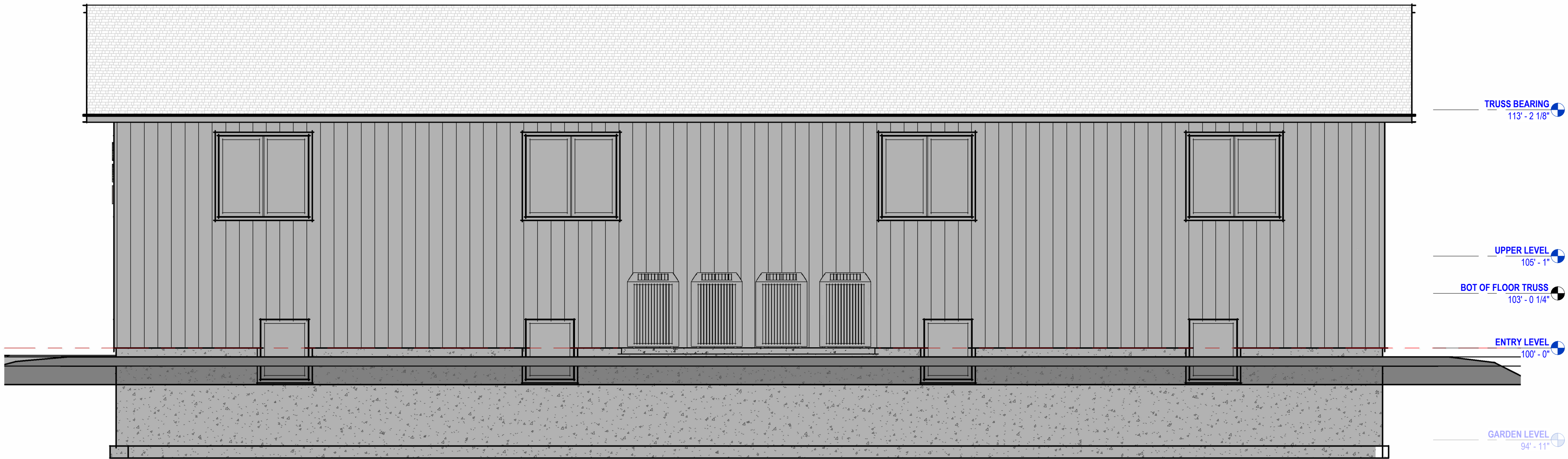
1 SOUTH ELEVATION
1/4" = 1'-0"



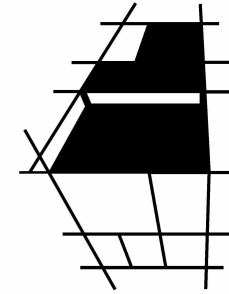
4 WEST ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"



3 NORTH ELEVATION
1/4" = 1'-0"



TRUTH INNOVATIONS
DESIGN - CONSTRUCT - RENOVATE
P. 605-599-5940

4-PLEX APARTMENTS
821 N. MENTZER
EXTERIOR ELEVATIONS

Revision Schedule

No.	Description	Date
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SHADOWS ARE FROM JUNE 2024 @ 3PM
(ALL EXTERIOR ELEVATIONS AND
CAMERA VIEWS)

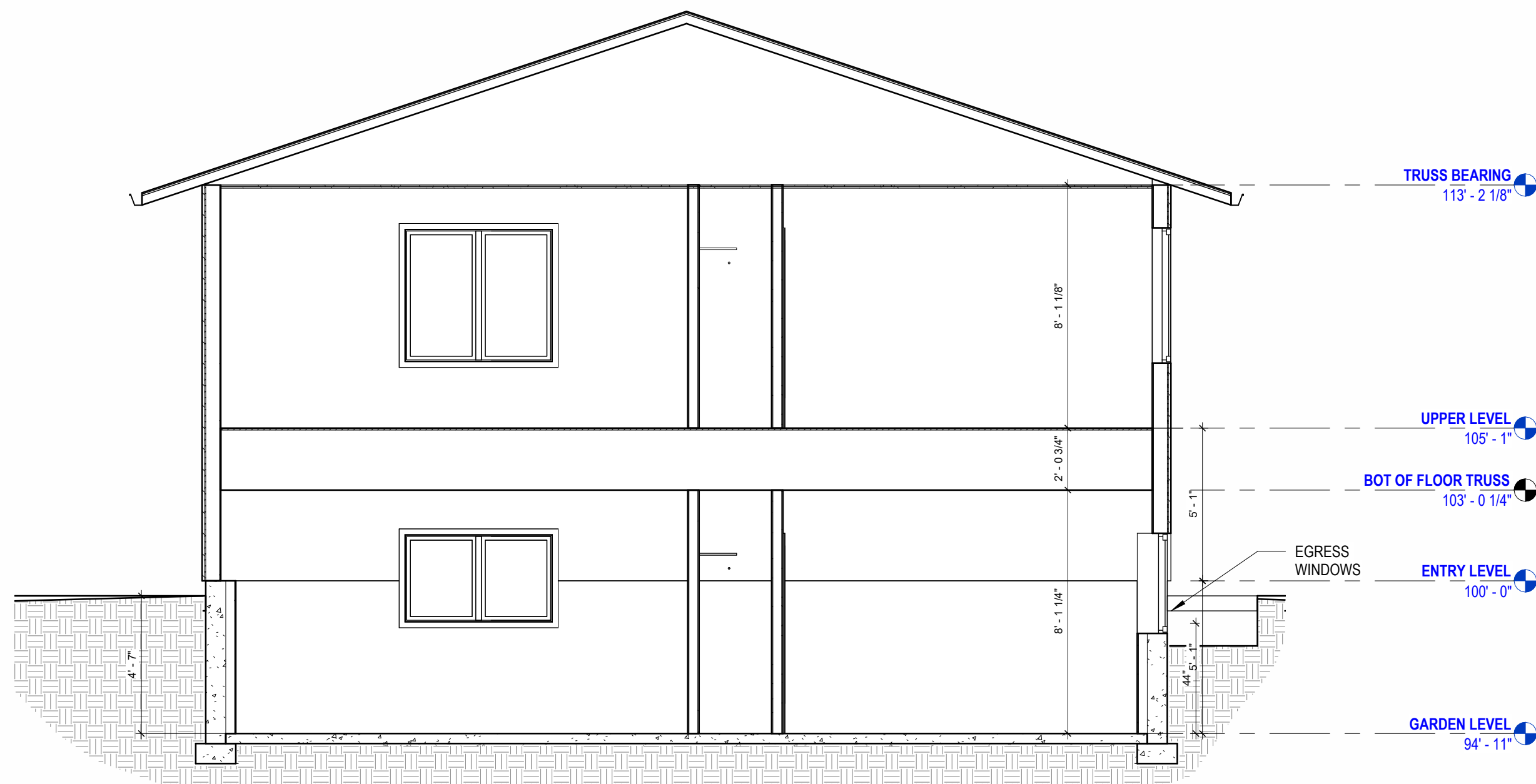
Drawn By: MH

Date: 7/03/24

A3.1



4 BUILDING SECTION @ STAIRS
1/4" = 1'-0"



5 BUILDING SECTION
1/4" = 1'-0"



1 SOUTH VIEW



2 NORTH VIEW



3 ENTRY VIEW

Revision Schedule		
No.	Description	Date
SHADOWS ARE FROM JUNE 2024 @ 3PM (ALL EXTERIOR ELEVATIONS AND CAMERA VIEWS)		
Drawn By: MH		
Date: 7/03/24		

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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 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 25th day of July, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 31st day of July, 2024

Approximate Cost:

Good Nuf Construction LLC
1331 W Birch Ave
Mitchell, SD 57301

MB Sigmund LLC
1311 Northridge Rd
Mitchell, SD 57301

Jacob Schulz
908 N Winsor St
Mitchell, SD 57301

Jeanie Morgan
906 N Winsor St
Mitchell, SD 57301

Emily Ehlke
Luke Nagel
900 N Winsor
Mitchell, SD 57301

Verbillion LLC
3213 W Main St
#231
Rapid City, SD 57702

Edwin & Leona Waldner
41849 SD Hwy 38
Fulton, SD 57340

Tom & Dianne Johnson
901 N Mentzer St
Mitchell, SD 57301

Stacey & Gorrell
825 N Mentzer St
Mitchell, SD 57301

Shaun Fitzpatrick
Jane Sorrells
914 N Mentzer St
Mitchell, SD 57301

Leon Overweg
910 N Mentzer St
Mitchell, SD 57301

Edith Goldhammer
824 N Mentzer St
Mitchell, SD 57301

Clarke Companies LLC
47035 250th St
Baltic, SD 57003

Lifequest Inc
804 N Mentzer
Mitchell, SD 57301

July 31, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We Life Quest
OWNER

804 N Mentzer St
ADDRESS

☒ APPROVE

☐ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 19, 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 Curtis & Sonna Betts-Variance Permit		
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. Planning Commission motioned to recommend approval; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-2024.		



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

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

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

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

☐ **Rezoning** \$250 application 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:

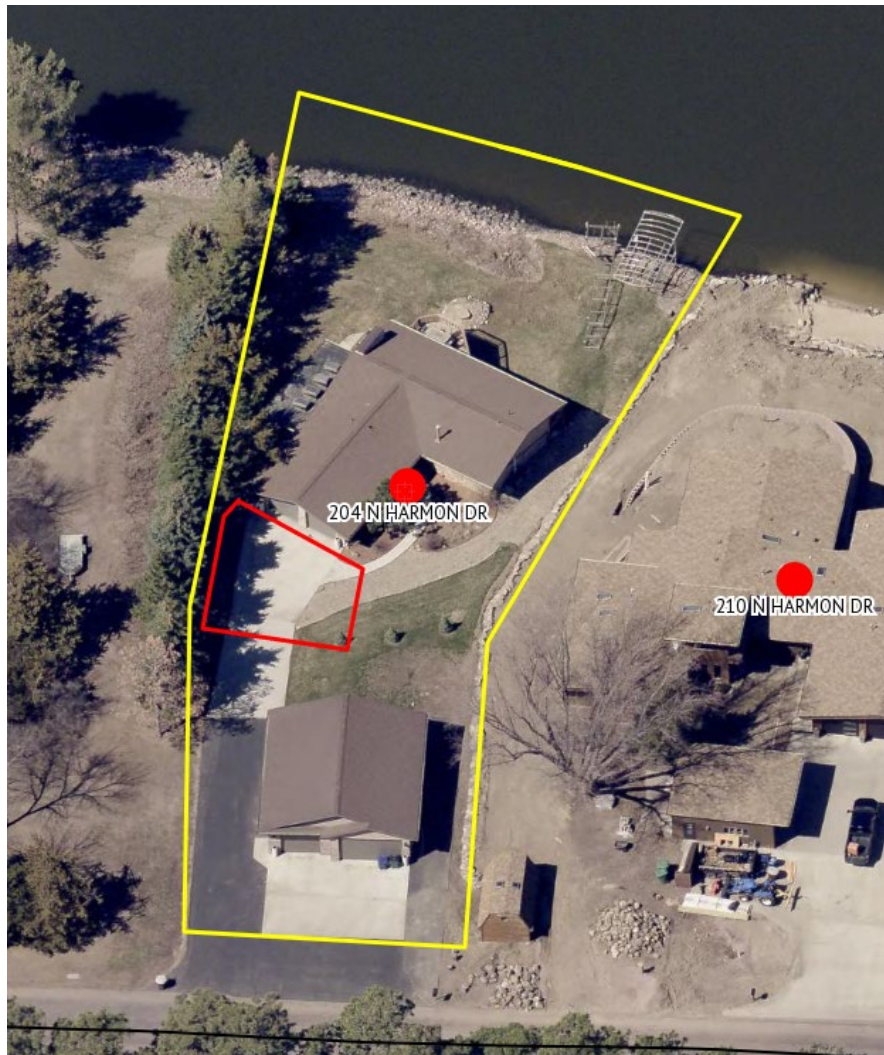
Legal Description: **Lots 54, 54A, 55 & 55A of Sunset Point 2nd Addition, City of Mitchell, Davison County, South Dakota**

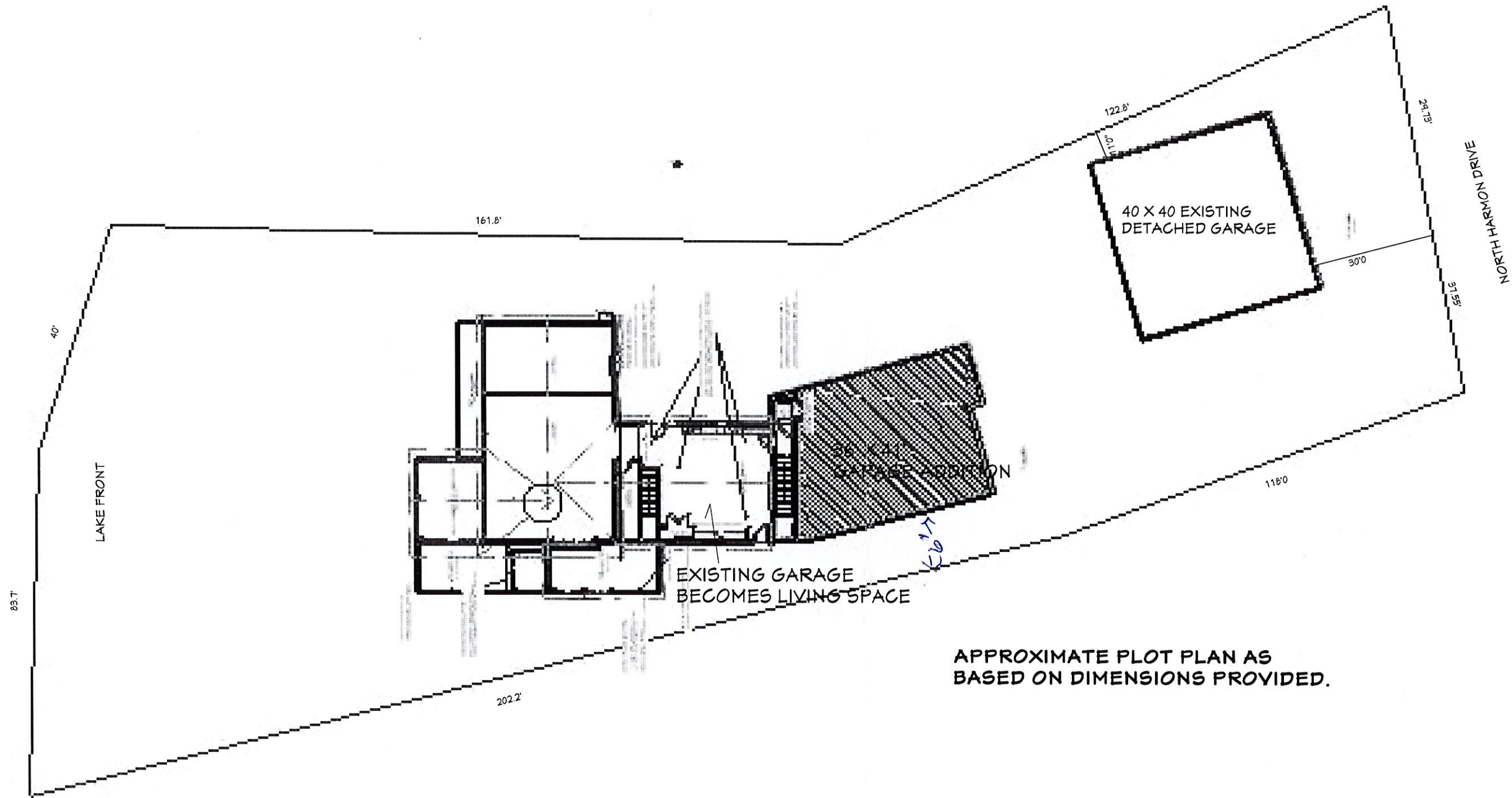
Property Address: **204 N Harmon Dr**

Dated this 24th **of** July , 2024.


APPLICANT

Curtis & Sonna Betts Family Living Trust
OWNER





APPROXIMATE PLOT PLAN AS
BASED ON DIMENSIONS PROVIDED.

SUNSET POINT 2ND SUBDIVISION
LAKE MITCHELL
LOTS 54,55,54-A,55-A

anne. daley

design

interiors, inc.

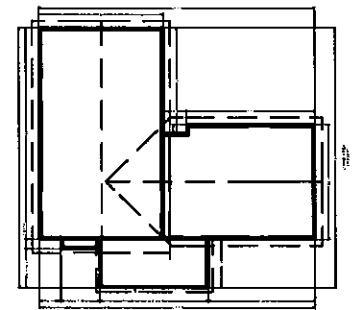
605 999 9027
Mitchell, SD 57301
anne@annedailey.com
www.annedailey.com

****ALL CONTRACTORS MUST CONFIRM TO BE WORKING WITH MOST RECENT DRAWING SET****

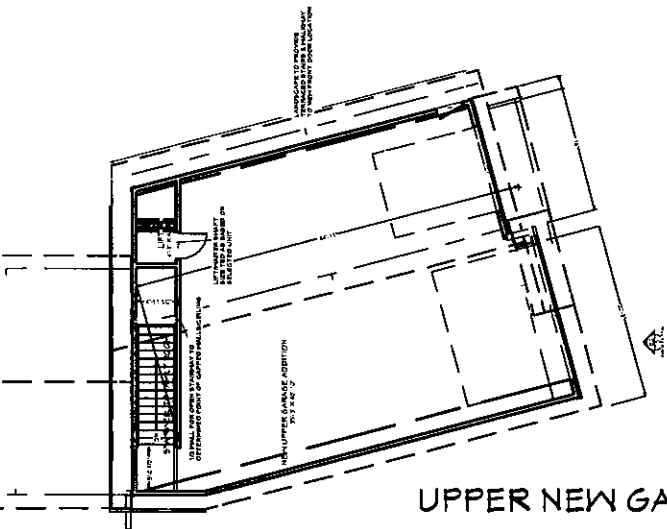
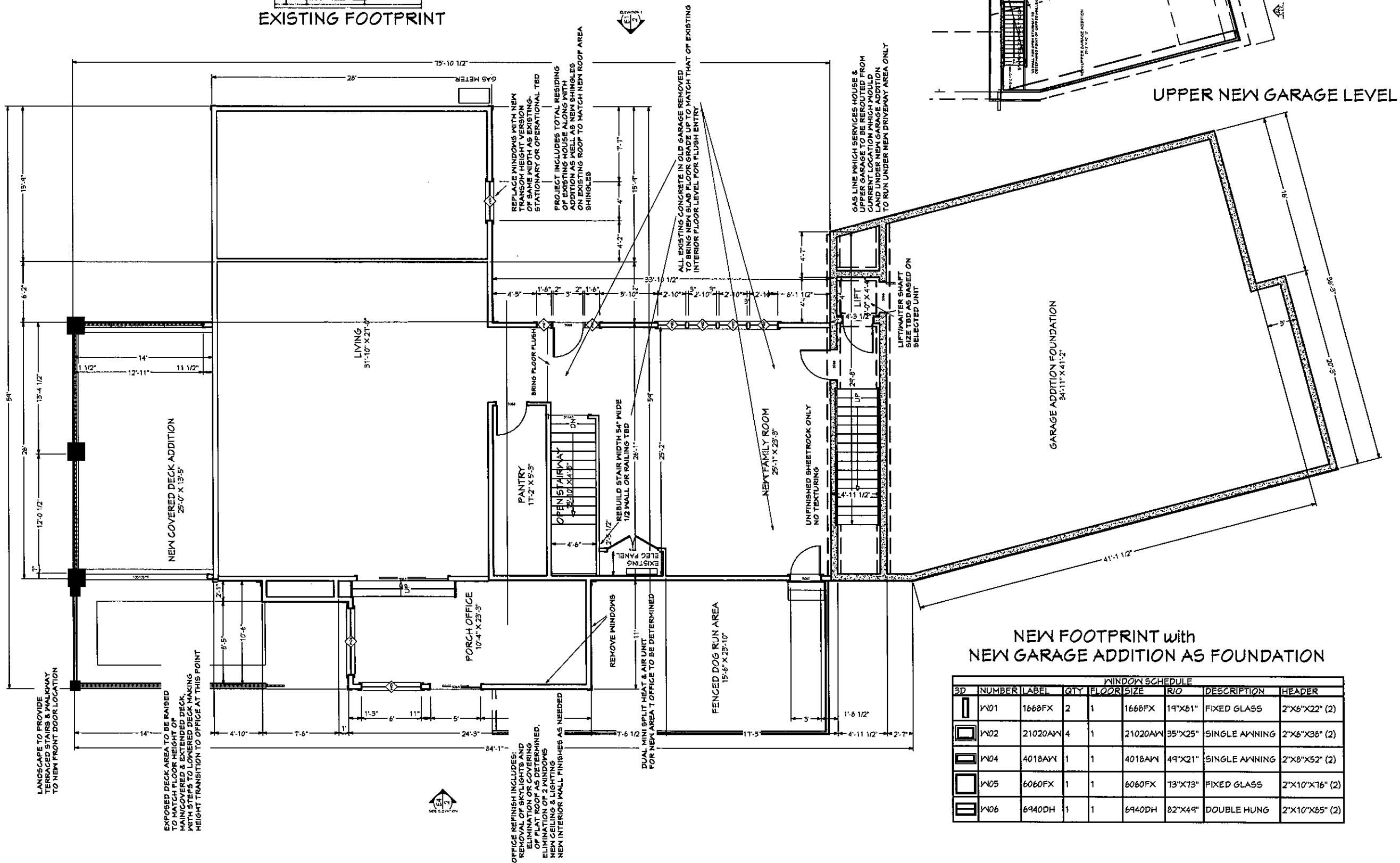
PRIOR TO COMMENCING CONSTRUCTION, ALL PROJECT CONTRACTORS AND SUPPLIERS SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THE INCLUDED DRAWINGS AND ARE SOLELY RESPONSIBLE THEREAFTER. PLEASE NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES FOR PLAN CORRECTIONS/REVISIONS AS NEEDED. DESIGN INTERIORS, INC. DOES NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES, THUS ALL STRUCTURAL NEEDS ARE TO BE PROVIDED BY THE BUILDER AND HIS SUPPLIERS. DESIGN INTERIORS INC. IS NOT LIABLE FOR CONSTRUCTION CHANGES OR ERRORS. THESE PLANS ARE HAVE BEEN CUSTOM CREATED AND ARE THE PROPERTY OF DESIGN INTERIORS INC AND THE HOME OWNER & THEY MAY NOT BE REPRODUCED FOR OTHERS WITHOUT CONSENT.

To the best of Design Interiors Inc's knowledge, these plans have been drawn in compliance with owner's approved decisions and approved specifications. Any changes made to the project after final prints have been issued will be the owner's and/or builder's responsibility. While every effort has been made in the preparation of this plan to avoid mistakes, we cannot guarantee against human error. In order for the design and aesthetics to be fulfilled or revised as desired, the designer needs to be consulted during the project as needed.

REVISION DATES:
July 24, 2024
SCALE:
NO SCALE
KURTIS & SONNA BETTS
GARAGE ADDITION 204 N HARMON DR



EXISTING FOOTPRINT



UPPER NEW GARAGE LEVEL

NEW FOOTPRINT with
NEW GARAGE ADDITION AS FOUNDATION

WINDOW SCHEDULE							
3D	NUMBER	LABEL	QTY	FLOOR	SIZE	R/O	DESCRIPTION
	W01	1668FX	2	1	1668FX	19"X81"	FIXED GLASS
	W02	21020AW	4	1	21020AW	35"X25"	SINGLE AWNING
	W04	4018AW	1	1	4018AW	49"X21"	SINGLE AWNING
	W05	6060FX	1	1	6060FX	73"X73"	FIXED GLASS
	W06	6940DH	1	1	6940DH	82"X49"	DOUBLE HUNG



623 S. Sanborn Blvd
Mitchell, SD 57301
(605) 999 9021
www.annedailey.com

****ALL CONTRACTORS MUST CONFIRM TO BE WORKING WITH MOST RECENT DRAWING SET****

PRIOR TO COMMENCING CONSTRUCTION, ALL PROJECT CONTRACTORS AND SUPPLIERS SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THE INCLUDED DRAWINGS AND ARE SOLELY RESPONSIBLE THEREAFTER. PLEASE NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES FOR PLAN CORRECTIONS/REVISIONS AS NEEDED. DESIGN INTERIORS, INC. DOES NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES, THUS ALL STRUCTURAL CHANGES OR BE PROVIDED BY THE BUILDER AND HIS SUPPLIERS. DESIGN INTERIORS INC. IS NOT LIABLE FOR CONSTRUCTION CHANGES OR ERRORS. THESE PLANS ARE HAVE BEEN CUSTOM CREATED AND ARE THE PROPERTY OF DESIGN INTERIORS INC AND THE HOME OWNER & THEY MAY NOT BE REPRODUCED FOR OTHERS WITHOUT CONSENT.

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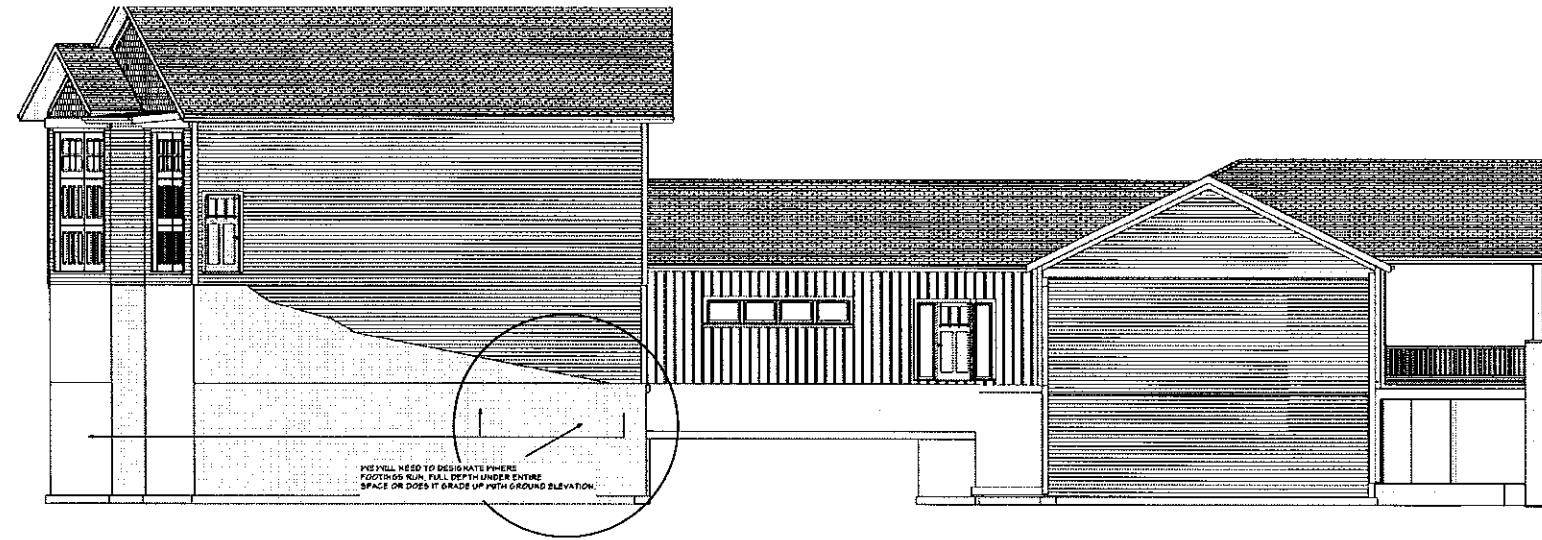
REVISION DATES:
6/10/2024

SCALE: NO SCALE

**BETTS
GARAGE
ADDITION**



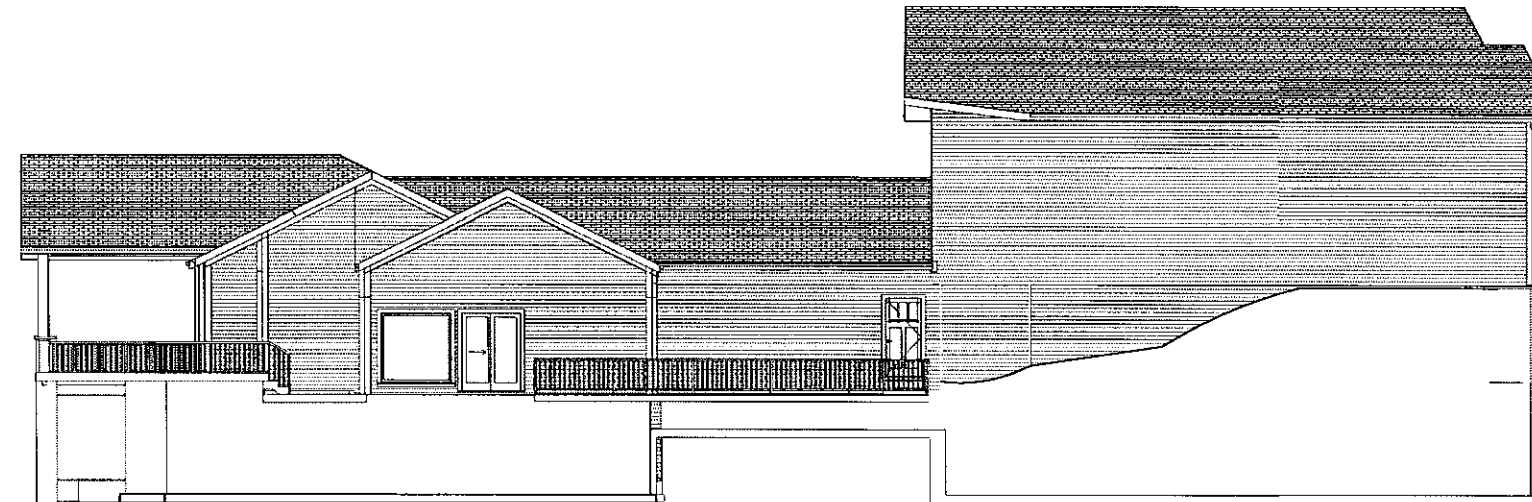
LAKE FRONT ELEVATION



NORTH FRONT DOOR ELEVATION



ROAD FRONT ELEVATION



SOUTH ELEVATION



623 S. Sanborn Blvd
Mitchell, SD 57301
(605) 999 9027
www.annedailey.com

****ALL CONTRACTORS MUST CONFIRM TO BE WORKING WITH MOST RECENT DRAWING SET****

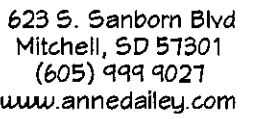
PRIOR TO COMMENCING CONSTRUCTION, ALL PROJECT CONTRACTORS AND SUPPLIERS SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THE INCLUDED DRAWINGS AND ARE SOLELY RESPONSIBLE THEREAFTER. PLEASE NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES FOR PLAN CORRECTIONS/REVISIONS AS NEEDED. DESIGN INTERIORS, INC. DOES NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES, THUS ALL STRUCTURAL NEEDS ARE TO BE PROVIDED BY THE BUILDER AND HIS SUPPLIERS. DESIGN INTERIORS INC. IS NOT LIABLE FOR CONSTRUCTION CHANGES OR ERRORS. THESE PLANS ARE HAVE BEEN CUSTOM CREATED AND ARE THE PROPERTY OF DESIGN INTERIORS INC AND THE HOME OWNER & THEY MAY NOT BE REPRODUCED FOR OTHERS WITHOUT CONSENT.

To the best of Design Interiors Inc's knowledge, these plans have been drawn in compliance with owner's approved decisions and approved specifications. Any changes made to the project after final prints have been issued will be the owner's and/or builder's responsibility. While every effort has been made in the preparation of this plan to avoid mistakes, we cannot guarantee against human error. In order for the design and aesthetics to be fulfilled or revised as desired, the designer needs to be consulted during the project as needed.

REVISION DATES:
6/10/2024

SCALE: NO SCALE

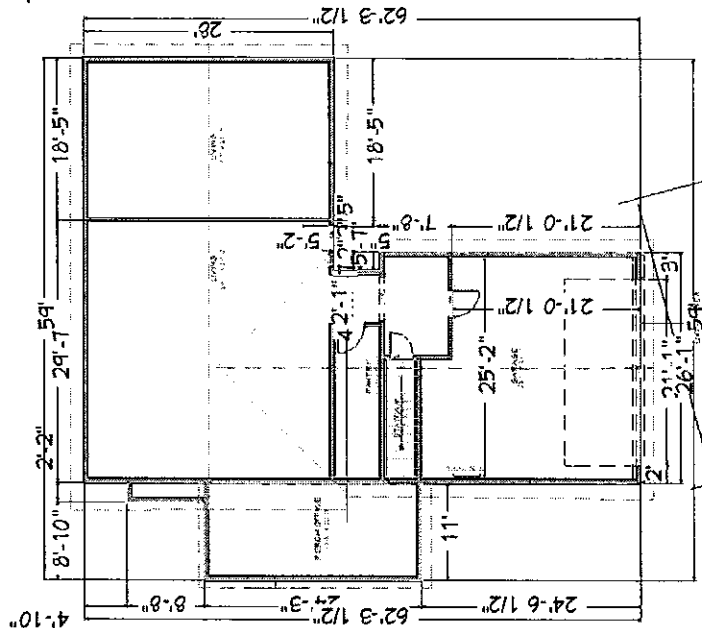
**BETTS
GARAGE
ADDITION**



REVISION DATES:
6/10/2024

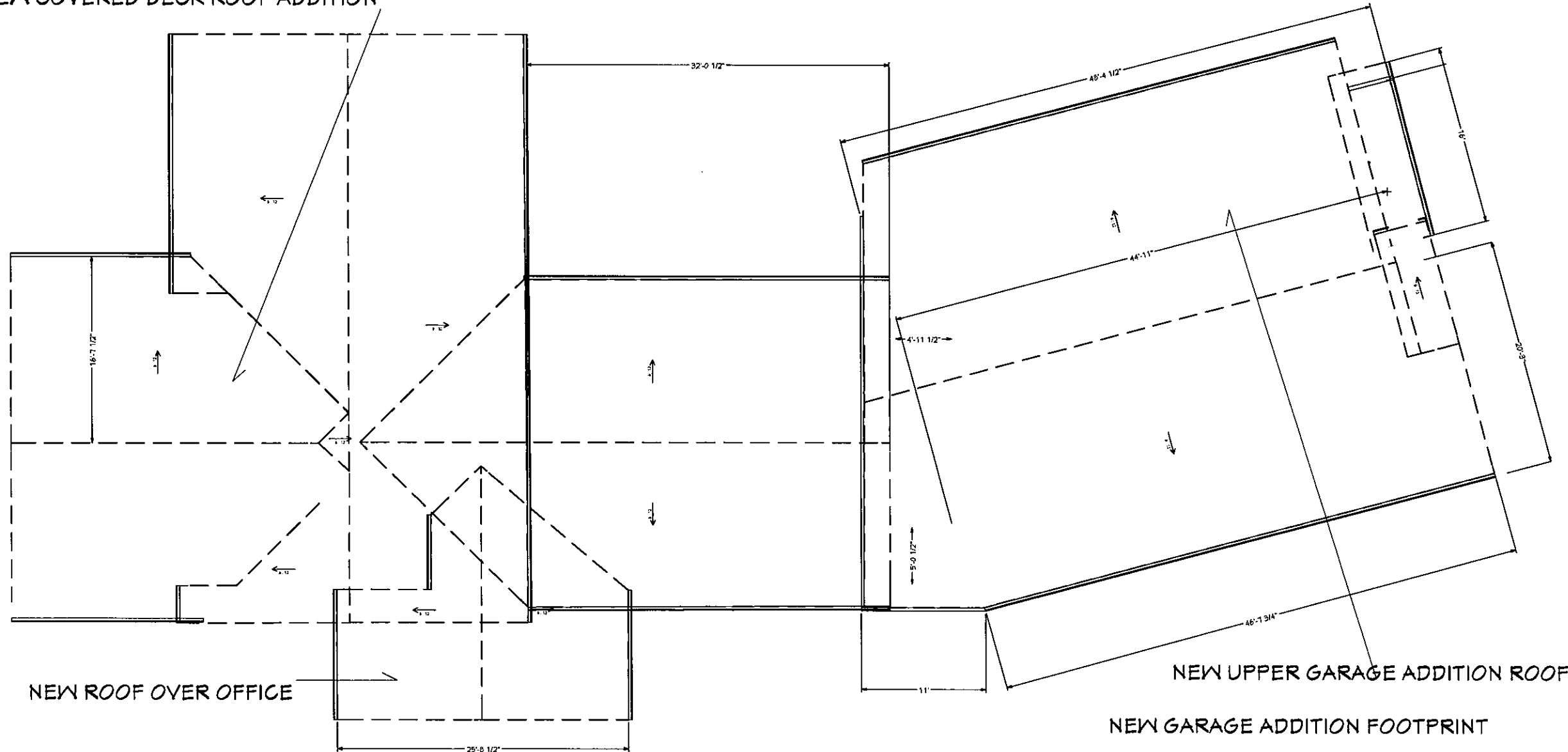
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**BETTS
GARAGE
ADDITION**

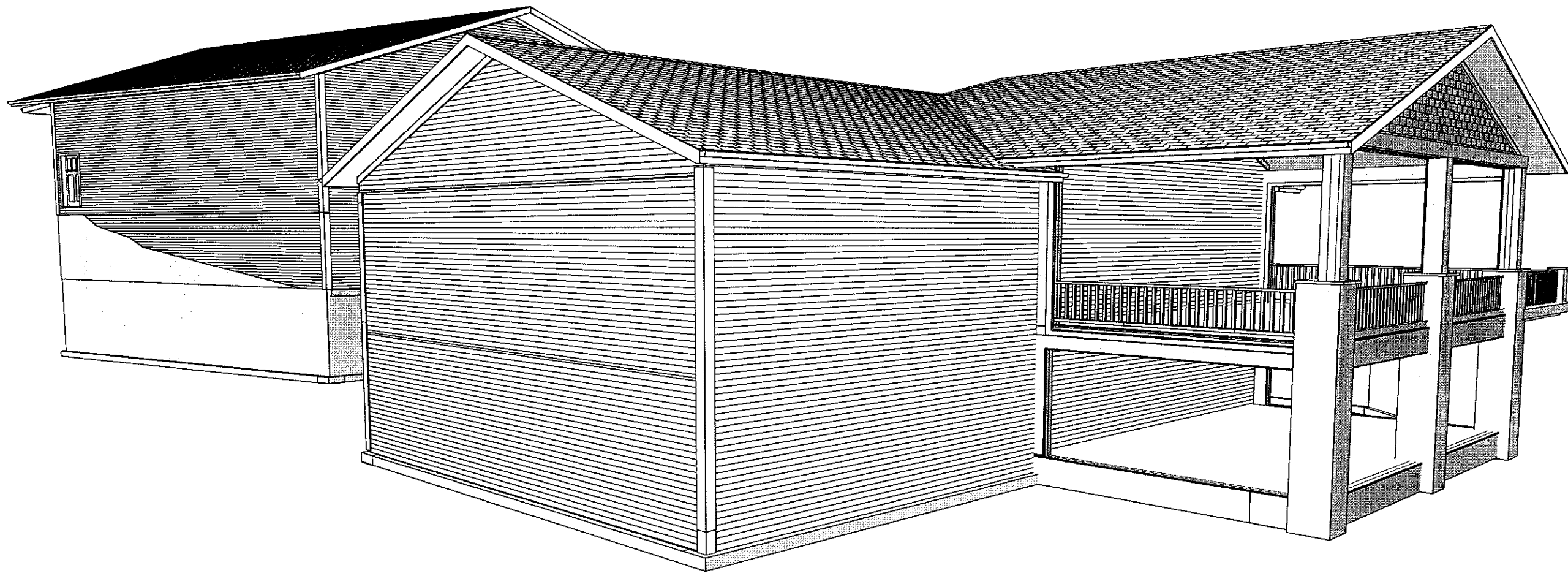


EXISTING FOOTPRINT

NEW COVERED DECK ROOF ADDITION



NEW GARAGE ADDITION FOOTPRINT



623 S. Sanborn Blvd
Mitchell, SD 57301
(605) 999 9027
www.annedailey.com

****ALL CONTRACTORS MUST CONFIRM TO BE WORKING WITH MOST RECENT DRAWING SET****

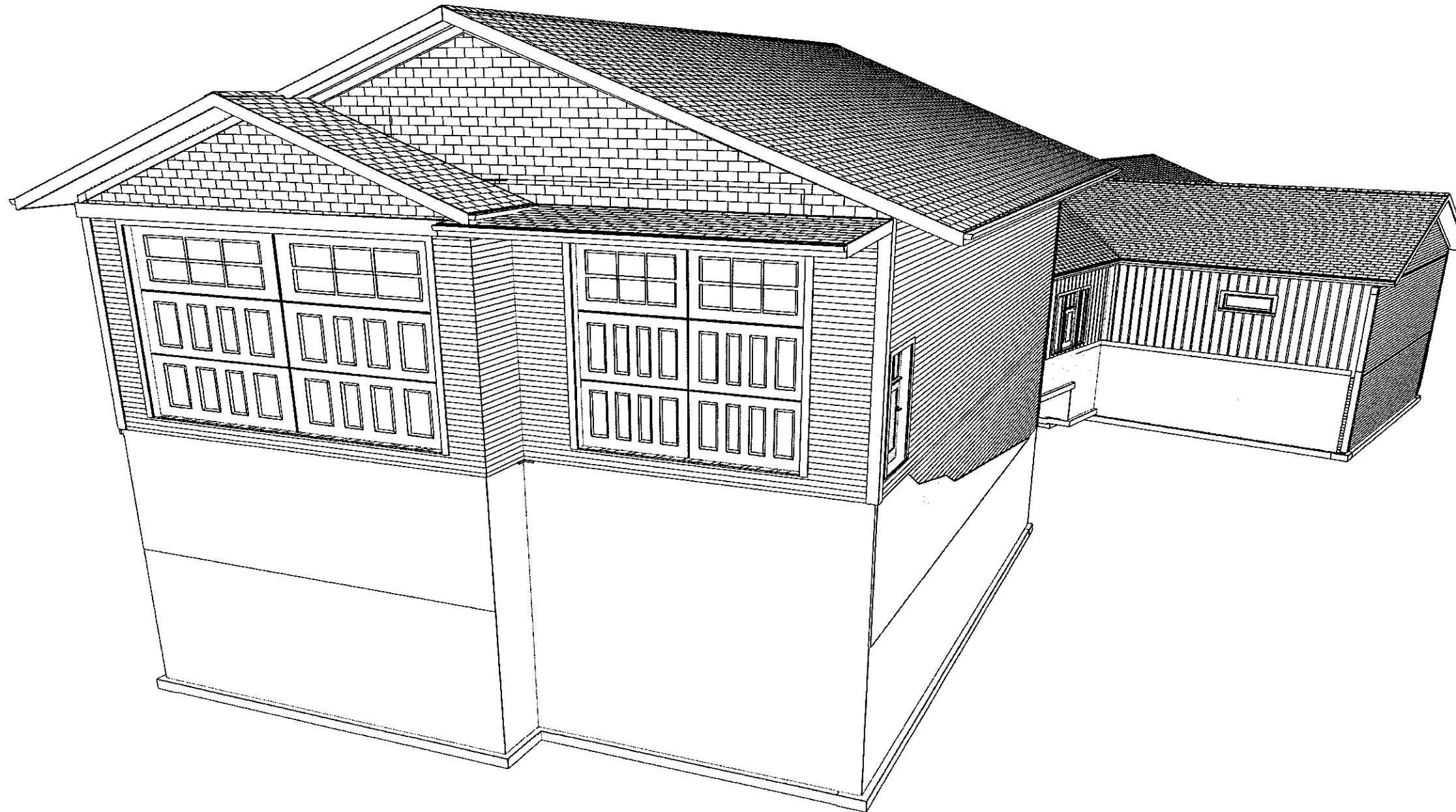
PRIOR TO COMMENCING CONSTRUCTION, ALL PROJECT CONTRACTORS AND SUPPLIERS SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THE INCLUDED DRAWINGS AND ARE SOLELY RESPONSIBLE THEREAFTER. PLEASE NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES FOR PLAN CORRECTIONS/REVISIONS AS NEEDED. DESIGN INTERIORS, INC. DOES NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES, THUS ALL STRUCTURAL NEEDS ARE TO BE PROVIDED BY THE BUILDER AND HIS SUPPLIERS. DESIGN INTERIORS INC. IS NOT LIABLE FOR CONSTRUCTION CHANGES OR ERRORS. THESE PLANS ARE HAVE BEEN CUSTOM CREATED AND ARE THE PROPERTY OF DESIGN INTERIORS INC. AND THE HOME OWNER & THEY MAY NOT BE REPRODUCED FOR OTHERS WITHOUT CONSENT.

To the best of Design Interiors Inc's knowledge, these plans have been drawn in compliance with owner's approved decisions and approved specifications. Any changes made to the project after final prints have been issued will be the owner's and/or builder's responsibility. While every effort has been made in the preparation of this plan to avoid mistakes, we cannot guarantee against human error. In order for the design and aesthetics to be fulfilled or revised as desired, the designer needs to be consulted during the project as needed.

REVISION DATES:
6/10/2024

SCALE: NO SCALE

**BETTS
GARAGE
ADDITION**



623 S. Sanborn Blvd
Mitchell, SD 57301
(605) 999 9027
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****ALL CONTRACTORS MUST CONFIRM TO BE WORKING WITH MOST RECENT DRAWING SET****

PRIOR TO COMMENCING CONSTRUCTION, ALL PROJECT CONTRACTORS AND SUPPLIERS SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THE INCLUDED DRAWINGS AND ARE SOLELY RESPONSIBLE THEREAFTER. PLEASE NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES FOR PLAN CORRECTIONS/REVISIONS AS NEEDED. DESIGN INTERIORS, INC. DOES NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES, THUS ALL STRUCTURAL NEEDS ARE TO BE PROVIDED BY THE BUILDER AND HIS SUPPLIERS. DESIGN INTERIORS INC. IS NOT LIABLE FOR CONSTRUCTION CHANGES OR ERRORS. THESE PLANS ARE HAVE BEEN CUSTOM CREATED AND ARE THE PROPERTY OF DESIGN INTERIORS INC AND THE HOME OWNER & THEY MAY NOT REPRODUCED FOR OTHERS WITHOUT CONSENT.

To the best of Design Interiors Inc's knowledge, these plans have been drawn in compliance with owner's approved decisions and approved specifications. Any changes made to the project after final prints have been issued will be the owner's and/or builder's responsibility. While every effort has been made in the preparation of this plan to avoid mistakes, we cannot guarantee against human error. In order for the design and aesthetics to be fulfilled or revised as desired, the designer needs to be consulted during the project as needed.

REVISION DATES:
6/10/2024

SCALE: NO SCALE

**BETTS
GARAGE
ADDITION**

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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 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 25th day of July, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 31st day of July, 2024

Approximate Cost:

Curtis & Sonna Betts Family Living Trust
204 N Harmon Dr
Mitchell, SD 57301

Jerome & Pamela Thomsen Joint Trust
214 N Harmon Dr
Mitchell, SD 57301

Larry Thompson
210 N Harmon Dr
Mitchell, SD 57301

Michael Kuchera Living Trust
190 N Harmon Dr
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

July 31, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We Curtis & Sonna Betts
OWNER

204 N Harmon Dr 57301
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

July 31, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We

Mike Keeders / Lebra Kent
OWNER

190 NO. HARMON DR. MITCHELL, S.D.

ADDRESS

57301

X

APPROVE

DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 19, 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 the City of Mitchell-Variance Permit		
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. Planning Commission motioned to recommend approval; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-2024.		



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

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

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

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

☐ **Rezoning** \$250 application 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



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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 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 25th day of July, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 31st day of July, 2024

Approximate Cost:

City of Mitchell
612 N Main St
Mitchell, SD 57301

Robert & Gail Mueller
99 S Harmon Dr
Mitchell, SD 57301

Thomas & Deborah Neugebauer
104 S Harmon Dr
Mitchell, SD 57301

Elaine Freidel
110 S Harmon Dr
Mitchell, SD 57301

Zach Dagen
112 S Harmon Dr
Mitchell, SD 57301

Douglas & Cynthia Symes
107 S Harmon Dr
Mitchell, SD 57301

Justin & Megan Luther
111 S Harmon Dr
Mitchell, SD 57301

Susan Klingaman Revocable Trust
1516 5th St
Alameda, CA 94501

Priscilla & Charles Stevenson
114 S Harmon Dr
Mitchell, SD 57301

July 31, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

(SYMES)

I/We

Dan & Cynthia L Symes
OWNER

107 S Harmon Dr
Mitchell, SD 57301
ADDRESS

____ APPROVE

✓ DISAPPROVE

COMMENTS:

July 31, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We Thomas & Deborah Kuehner
OWNER
104 S. Harmon, Mitchell
ADDRESS

 APPROVE

DISAPPROVE

COMMENTS:

Email from Megan Luther on August 11, 2024

Subject: 58 lot

Hi Joe,

We just returned from a family vacation and missed the planning commission letter.

We oppose the variance because we are wanting to clean up 58-A first. My understanding, listening to the city council meeting is that 58-A was created to clean up property lines with the previous owner of our house. For whatever reason, that wasn't completed. We would like to do so before the city auctions off 58. Please let us know what we need to do to move forward.

Thanks!

Megan

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 19, 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 the City of Mitchell-Variance Permit		
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. Planning Commission motioned to recommend approval; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-2024.		



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

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

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

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

☐ **Rezoning** \$250 application 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



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 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.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 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 25th day of July, 2024.

Michelle Bathke

FINANCE OFFICER

Publish once: 31st day of July, 2024

Approximate Cost:

City of Mitchell
612 N Main St
Mitchell, SD 57301

Priscilla & Charles Stevenson
114 S Harmon Dr
Mitchell, SD 57301

Bart & Nikki Fredericksen
129 S Harmon Dr
Mitchell, SD 57301

Rick Deschepper
Roger Musick & Cheryl Oleske
2509 E Stanton Cr
Sioux Falls, SD 57103

Phillip & Kathleen Kirkegaard
137 S Harmon Dr
Mitchell, SD 57301

July 31, 2024

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that 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.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Monday, August 12, 2024, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, August 19, 2024 at 6:00 P.M, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

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

I/We Bart Fredericksen
OWNER

129 S Harmon DR.
ADDRESS

X APPROVE

 DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Dennis Kaus has applied for a variance permit for front yard setback of 20' vs 25' to build a 12' x 14' covered patio; located at 408 W 12th Ave, legally described as Lot 10, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

Josh Frost has applied for a conditional use permit for Outside Storage and to operate Mitchell Towing and Recovery business which falls under the category of Automotive sales, repair, parts, detailing; located at 24994 406th Ave, legally described as Lot 3D-1 and Lot 3D-2 of D.R. Kiner's First Addition in the SW ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota. The said real property is zoned UD Urban Development District.

Central Plains Automation Inc has applied for a variance permit for front yard setback of 1'-6" vs 35' to build a 16' x 40' office addition; located at 1501 W 4th Ave, legally described as Lots 1-6 Ex H-1 of Lot 6, Block 29 Home Park Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned TWC Transportation Warehousing & Commercial District.



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

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

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

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

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

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

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

- Description of Variance: Front yard setback of 20' vs 25'
- Description of Hardship: Applicant would like to build a 14' x 12' covered patio.

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

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

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

This Application is for the following described real property:

Legal Description: **Lot 10, Block 26, Capital Addition, City of Mitchell, Davison County, South Dakota**

Property Address: **408 W 12th Ave**

Dated this 26th **of** July , 2024.

APPLICANT

A handwritten signature in black ink, appearing to read "Dennis Kaus", written over a horizontal line.

Dennis Kaus

OWNER





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: Automotive sales, repair, parts, detailing , outside storage

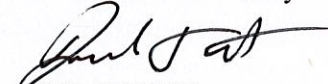
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

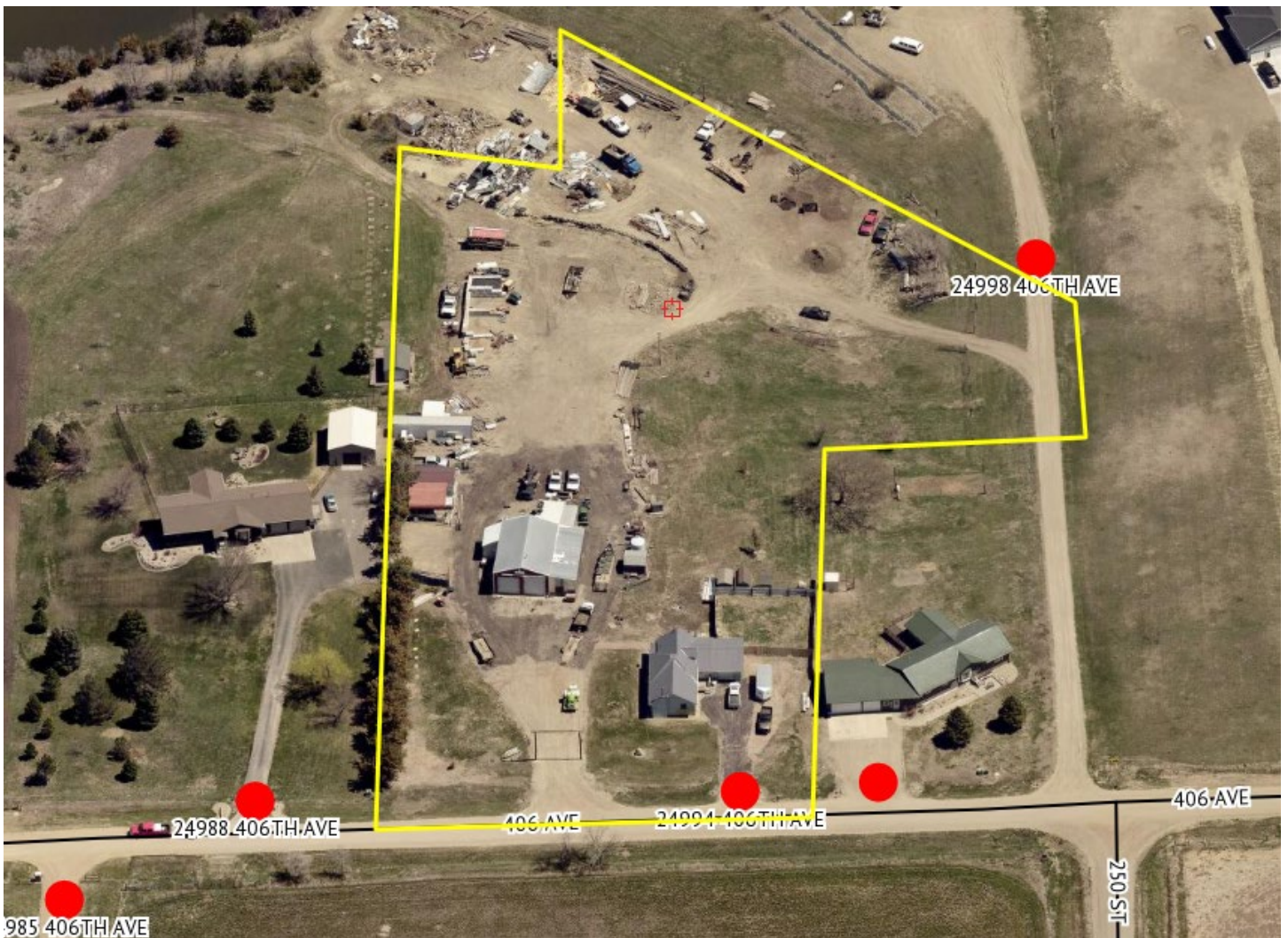
Legal Description: Lot 3D-1 and Lot 3D-2 of D.R. Kiner's First Addition in the SW ¼ of Section 31, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota

Property Address: 24994 406th Ave

Dated this 30th of July, 2024.


APPLICANT

Joshua Frost
OWNER





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

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

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

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

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

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

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

- Description of Variance: Front yard setback of 1'-6" vs 35'.
- Description of Hardship: Applicant was approved for a 15' vs 35' setback in 2003 and now would like to build a 16' x 40' addition of more offices on the front side of the building near other existing offices.

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

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

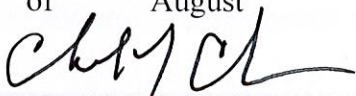
☐ **Plat Application** \$100 application fee due with application

This Application is for the following described real property:

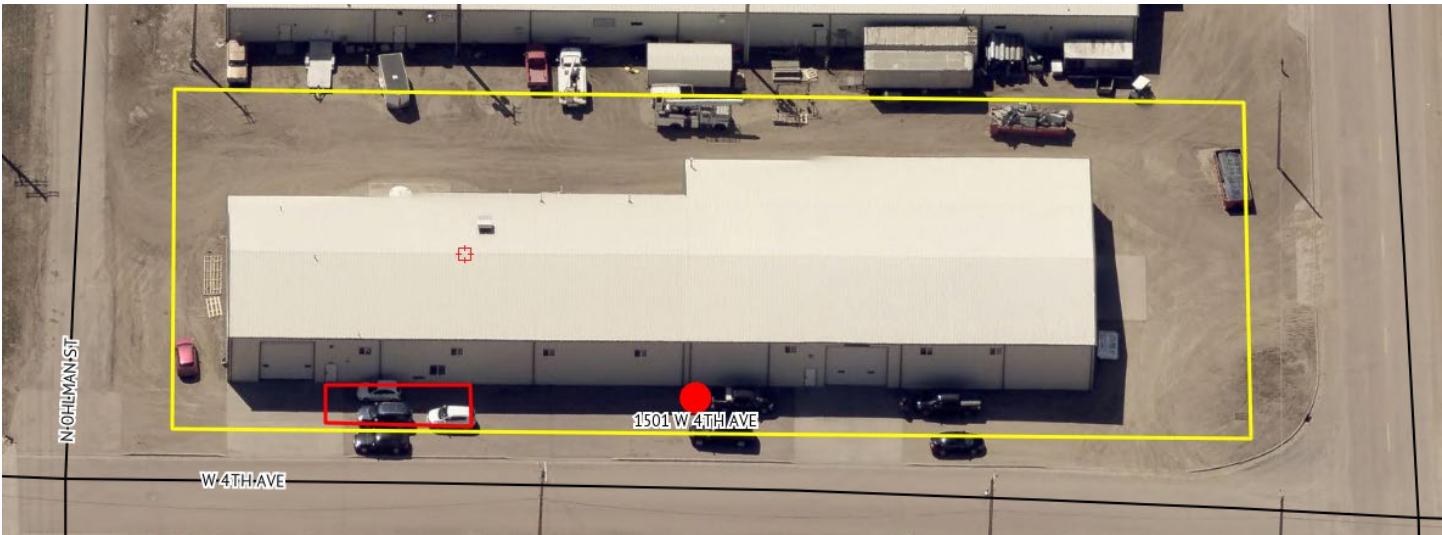
Legal Description: Lots 1-6 Ex H-1 of Lot 6, Block 29 Home Park Addition, City of Mitchell, Davison County, South Dakota

Property Address: 1501 W 4th Ave

Dated this 6th of August, 2024.


APPLICANT

Central Plains Properties LLC
OWNER



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	August 19, 2024	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the Following Alcohol License Applications		
Explanation/Background of Agenda Item Requested:	a. On the application of 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) All required documents have been submitted and approved.		

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

B. Business Name and Address

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

Owner's Telephone #: 605-770-0312

Business 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 _____

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

Is this license in active use? ☒ Yes ☒ No

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

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

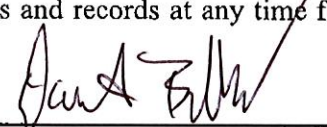
E. State Sales Tax Number 1041-4974-ST

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

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

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

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

A. Owner Name and Address

Palace Brewing, LLC
PO Box 1025
Mitchell, SD 57301

B. Business Name and Address

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

Owner's Telephone #: 605-770-0312

Business 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 DB

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

Is this license in active use? ☒ Yes ☒ No

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

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

E. State Sales Tax Number 1041-4974-ST

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

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

Transferred (State Use)

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC Palace 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
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

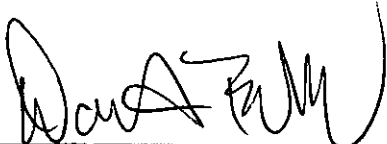
With signature the applicant agrees to the following:

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

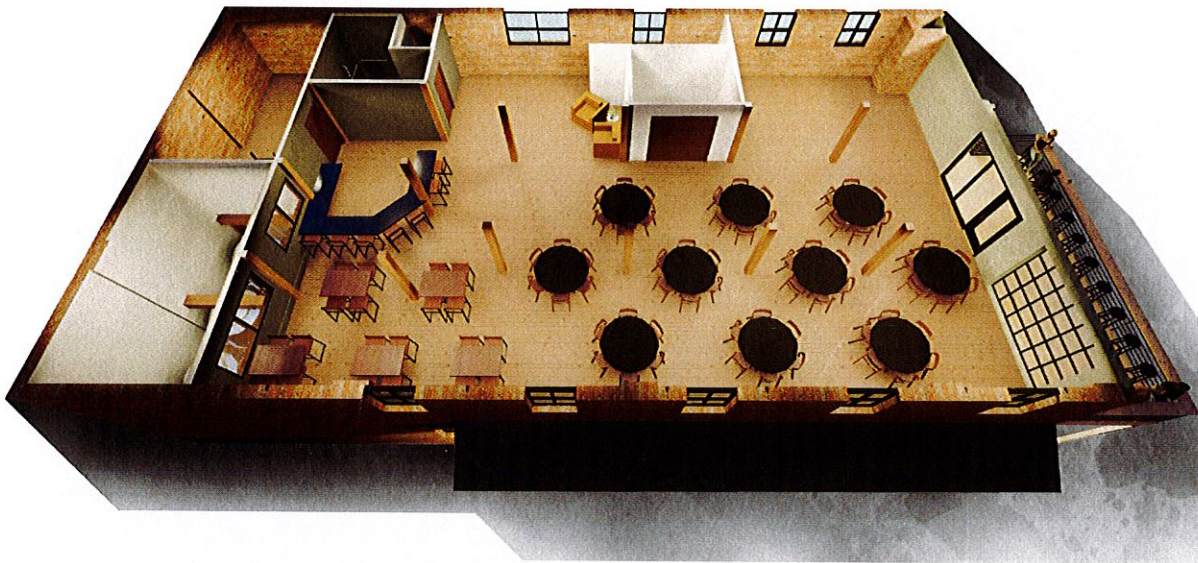


7/24/2024



FIRST FLOOR PLAN





SECOND FLOOR PLAN





DATE PRINTED: 11/14/2023 4:48:27 PM

BUILDING SUMMARY	
BUILDING AREA	
MAIN FLOOR +	3,200 SQ FT
TOTAL AREA +	9,600 SQ FT
OVERALL BLDG LENGTH +	78'-0"
(ROOFLINE NOT INCLUDED)	
OVERALL BLDG WIDTH +	42'-0"
OVERALL BLDG HEIGHT +	32'-0"
(TO TOP OF ROOF FLECK)	
NUMBER OF STORIES +	2
PARKING COUNT	
EXISTING STALLS	0
STALLS LOST IN DEMO	0
NEW STALLS PROVIDED	28
NET TOTAL STALLS PROVIDED	28
ACCESSIBLE STALLS (8'-0"x19'-0")	2
ACCESSIBLE STALLS (5'-0"x19'-0")	2
LOADING SPACES PROVIDED	1

KEYNOTES - ARCH. SITE PLAN

1. DESIGNATED ADA PARKING STALL LOCATION. SEE CIVIL FOR STRIPING AND SIGNAGE REQUIREMENTS

GENERAL NOTES - ARCH. SITE PLAN

- A. IMPORTANT ARCHITECTURAL SITE PLAN SHOWN FOR REFERENCE AND DESIGN INTENT ONLY. AND NOT TO BE USED FOR CONSTRUCTION. REFER TO CIVIL FOR ALL DIMENSIONING, SLOPING & GRADING, SPOT ELEVATIONS & ADDITIONAL REQUIREMENTS
- B. CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO SITE PREP. REPORT ANY DISCREPANCIES TO ARCHITECT AND CIVIL ENGINEER IMMEDIATELY
- C. CONTRACTOR TO VERIFY ANY CRITICAL DIMENSIONS WITH REGARD TO EXISTING CONSTRUCTION, IF ANY



Architecture | Planning | Interiors
434 5th Street, Suite 1
Brookings, SD 57006 | P. 605.692.4008
2301 W. Russell St. Suite 1
Sioux Falls, SD 57101 | P. 605.692.4008

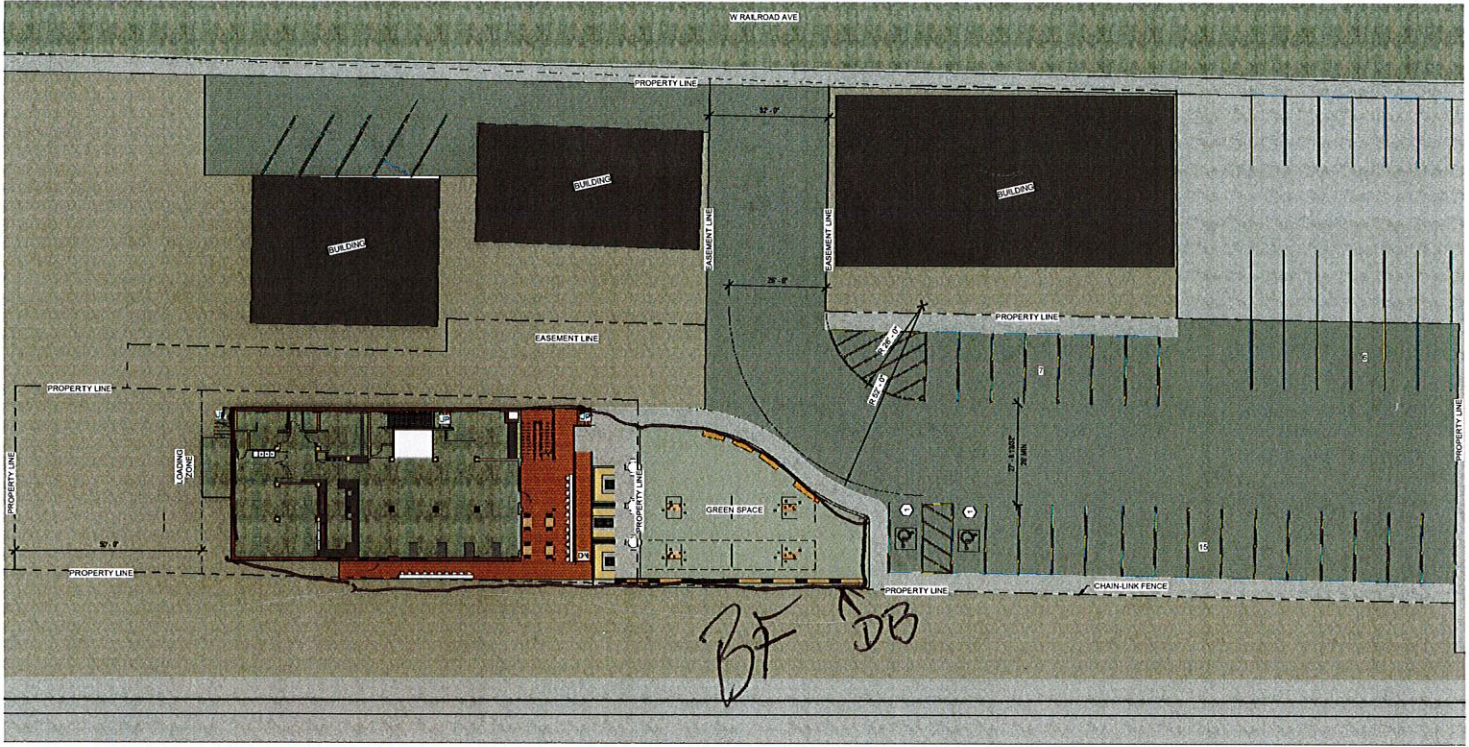
STAMP:
PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE

SHEET NAME
ARCHITECTURAL SITE PLAN
FULL SCALE: 24x36
DRAWING MAY NOT BE PRINTED TO SCALE

PROJECT NO.
DA22_084
PALACE CITY BREWERY
MITCHELL, SD
PROJECT MANAGER
NICK KUMMER
DATE:
11.10.2023

SHEET:
AC1.1



1 ARCHITECTURAL SITE PLAN
1/16" = 1'-0"



CONCEPT ONLY

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 19, 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 RiverTree Block Party on Sunday, September 8, 2024		
Explanation/Background of Agenda Item Requested:	RiverTree Church is requesting a Special Event Permit for their annual Block Party, which takes place on Sunday, September 8th, 2024, from 1:00 PM until 8:00 PM. This event is open to the public, and will include food, bounce houses, a bean bag tournament, and more. Please refer to the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following from 12:30 PM to 8:00 PM on Sunday, September 8th: • Street Closure (\$200 fee) * RiverTree Church is asking City Council consider waiving the Special Event Permit Street Closure Fee of \$200. The following street closure is requested on Sunday, September 8th, from 12:30 PM until 8:00 PM: • We are requesting 7th Ave. to be closed from Edmunds St. to the beginning of the Taco John's parking lot/drive-thru. *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 Event and Street Closure Map for further information. Attendees will park in the south parking lot and the event will be held in the north parking lot with handicap accessibility. 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 #3622****Date Submitted: 7/31/2024****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:*

RiverTree Block Party

Event Date:*

9/8/2024

—

Event Hours:*

01:00 PM

—

08:00 PM

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

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

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

Time Requested for Street Closure(s)

[9/8/2024] [12:30 PM] — [9/8/2024] [08:00 PM]

Time Requested for Parking Lot Closure(s)

[mm/dd/yyyy] [hh:mm am/pm] — [mm/dd/yyyy] [hh:mm am/pm]

Event Information:

Overall Event Description:*

This is a church outreach event for kids and their families. The event will include food, bounce houses, bean bag tournament and more. We are requesting 7th Street to be closed from Edmunds until the Taco John's driveway.

RIVERTREE 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:*

300

Name of Group Sponsoring the Event:*

RiverTree Church

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

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

501C Exemption Letter Attachment

RiverTree Church certificate of exemption.pdf

Event Application Contact Person:*

Michele Ziebarth

Contact Person's Email:***Phone Number: ***

michelle@wearerivertree.com

605-545-7309

Day of Event Contact Person:*

Angie Klock

Contact Person's Email:***Phone Number:***

angie@wearerivertree.com

605-999-5508

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. *

food/concessions

9 square

gaga ball

bounce houses

dunk tank

petting zoo

bean bags

pumpkin decorating

face painting

corn/sand play area

bingo

train cars

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.*

Attendees will park in the south parking lot and the event will be held in the north parking lot. Entire event is handicap accessible and church security personnel will be on hand.

Noise Permits

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

Will Sound Amplification be used?*

- ☐ Yes
☒ No

What time will sound amplification be used?

—

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☐ Yes
☒ No

When will sound checks be preformed?

Fireworks Permits

If any fireworks, rockets, or other pyrotechnics will be used, you must complete the information below.

Fireworks permits require that the applicant acquire and provide a copy of a Certificate of Liability Insurance coverage with a \$1,000,000 General Liability per occurrence coverage with the City of Mitchell must be listed as an additional insured.

Contact information for the person(s) in charge of firing the display:**Name****Address****City****State****Zip Code****Phone Number****Email Address****Date of Display****Time of Display**

—

Type of Fireworks☐ Class B Explosive (special fireworks)☐ Class C Common Fireworks**Exact Location of Display:****What are the width perimeter requirements?**

Insurance Requirements

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

Special Events: you will need \$1,000,000 Commercial General Liability Insurance per occurrence. Liquor Liability Insurance is required if you are planning to sell alcoholic beverages at your event or facilities rental. A minimum of \$500,000 Liquor Liability Insurance is required per occurrence. Fireworks Permits require \$1,000,000 of General Liability Insurance per occurrence.

All required insurance must name the "City of Mitchell, its officers, employees, and agents" as an **additional insured**. Insurance coverage must be maintained for the duration of this event.

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

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

Name of Insurance Company*

Brotherhood Mutual

Agent's Name

Policy Number

40M5A0477637

Phone Number

1-877-794-2330

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.*

Michele Ziebarth

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.*

Michele Ziebarth

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.*

Michele Ziebarth

I am attaching the following items:

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

Parade Route Map Attachment

No file chosen

Street or Parking Lot Closure Map Attachment

No file chosen

Event Map Attachment

Block Party 2022 Map.pdf

Certificate of Liability Insurance Attachment

Certificate of Liability Insurance 2024.pdf

Certificate of Liquor Liability Insurance Attachment

No file chosen

Additional Document

No file chosen

Additional Document

No file chosen

Action of City Council _____

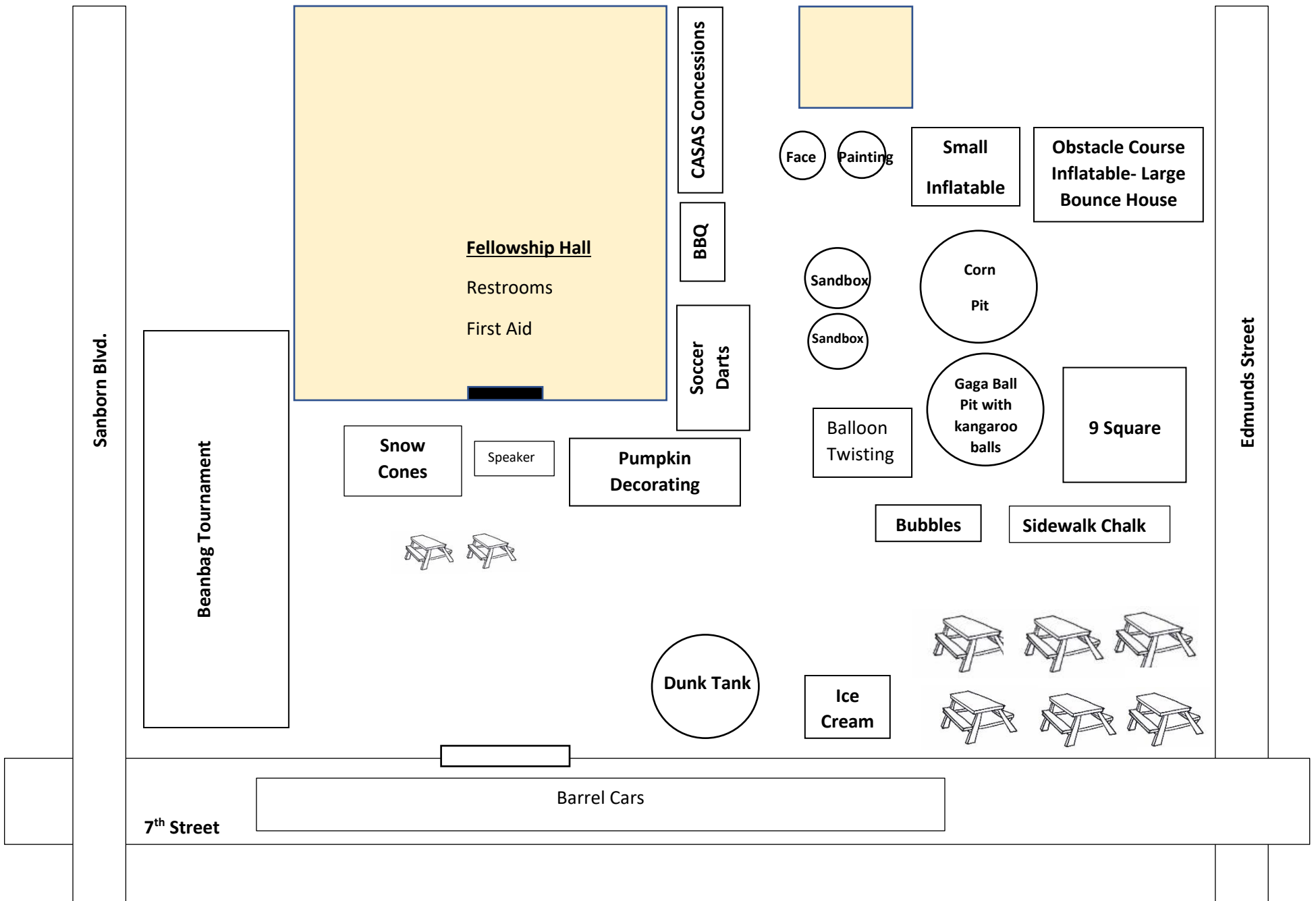
Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____





Location of Closure

STATE OF INDIANA)
COUNTY OF HAMILTON)SS

CERTIFICATION OF EXEMPT STATUS

I, the undersigned, DO HEREBY CERTIFY:

- 1. That I am the duly elected Assistant General Secretary of The Wesleyan Church, incorporated as a not-for-profit corporation under the laws of the State of Indiana as The Wesleyan Church Corporation with its main office at Fishers, Indiana: and
- 2. That said Wesleyan Church has been granted federal tax exemption by the Internal Revenue Service under the Internal Revenue Code, Sections 501(a) and 170(b)(1)-(A)(i), as an organization described in Section 501(c)(3), and with a tax exemption number 35-1148762; and
- 3. That RiverTree Church [EIN: 46-0277561], C/O Rev. Daniel Ziebarth, 601 N Sanborn Blvd, Mitchell, SD, 57301, is a local church of the Northwest District of The Wesleyan Church, and further as such RiverTree Church is a subordinate organization of The Wesleyan Church and is included in the federal tax exemption as described in the foregoing paragraph and is entitled to federal tax exemption under the group exemption number 2079.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of The Wesleyan Church this 25th day of April 2022.



Anthony R. Casey
Anthony R. Casey, Assistant General Secretary
The Wesleyan Church

STATE OF INDIANA)
COUNTY OF HAMILTON)SS

Be it known Anthony R. Casey, known to me personally to be the one executing the foregoing Certificate, appeared before me, deposed, and said that the foregoing certification is true and accurate to the best of his knowledge. Whereunto I set my hand and my seal this 25th day of April 2022.

Beth Sanders
Beth Sanders, Notary Public
Commission Number: 689031
My commission expires August 28, 2024.
I reside in Madison County.



7/31/2024

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: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Top Grade Concrete, LLC
\$62,000 - Snow Accumulation up to 45 inches
\$10,000 - Additional for Greater than 45 inches to 65 inches
\$5,000 - Additional for Greater than 65 inches
Total - \$77,000

WBA Properties, LLC
\$86,500 - Snow Accumulation up to 45 inches
\$12,000 - Additional for Greater than 45 inches to 65 inches
\$2,500 - Additional for Greater than 65 inches
Total - \$101,000

Quality Cut Law Service
\$105,000 - Snow Accumulation up to 45 inches
\$0 - Additional for Greater than 45 inches to 65 inches
\$0 - Additional for Greater than 65 inches
Total - \$105,000

The basis of the bid is for a single year lease renewable up to five years upon mutual agreement. Please see the attached bid tabulation for information.

Top Grade Concrete did not meet the requirements spelled identified in the bidding process. The agreement stated that the Contractor must have a site within 1.5 miles of the airport. They do not meet that requirement. For that reason, it is recommended to reject Top Grade Concrete, LLC's bid and award the contract to the second low bidder, WBA Properties, LLC.

Staff recommends approving the award of the project to WBA Properties, LLC.

BID TABULATION FOR MITCHELL AIRPORT SNOW REMOVAL BID CONTRACT #2024-22
BID OPENING: 1:30 P.M., JULY 31, 2024 - CITY HALL, MITCHELL, SD

	TOP GRADE CONCRETE, LLC 641 1ST AVENUE EMERY, SD 57332	WBA PROPERTIES, LLC P.O. BOX 1328 MITCHELL, SD 57301	QUALITY CUT LAWN SERVICE 240 EAST 54TH STREET MITCHELL, SD 57301
Snow Accumulation up to 45 inches	\$ 62,000.00	\$ 86,500.00	\$ 105,000.00
Add. Price for Snow Acc. Greater than 45 inches to 65 inches	\$ 10,000.00	\$ 12,000.00	\$ -
Add. Price for Snow Acc. Greater than 65 inches	\$ 5,000.00	\$ 2,500.00	\$ -
Total Maximum Amount Per Winter Season	\$ 77,000.00	\$ 101,000.00	\$ 105,000.00

Prepared by Deb Hanson-Sudbeck

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 19, 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 Agreement #A2024-36, Tax Increment District #37 Developer Agreement		
Explanation/Background of Agenda Item Requested:	This item relates to the previously approved Tax Increment District 37 for the JT Carpentier Properties LLC relocation of Interstate Glass. This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

**CONTRACT FOR
PRIVATE DEVELOPMENT

TAX INCREMENT DISTRICT
NUMBER THIRTY-SEVEN

CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA**

Between

JT Carpenter Properties LLC,
a South Dakota limited liability company

and the

City of Mitchell, South Dakota

Dated as of August ____, 2024

THIS AGREEMENT is made effective as of the _____ day of August, 2024, between JT CARPENTER PROPERTIES LLC, a South Dakota limited liability company (“Developer”), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the “City”).

SECTION 1. The City created Tax Increment District Number Thirty-seven (TID #37) by resolution dated August 5, 2024. The purpose of TID #37 is to provide funds to assist in the development of a new commercial business building for the purpose of expansion and relocation of an existing business located in the City of Mitchell, South Dakota, with a legal description of Lot Four (4) of Iverson’s Second Addition, a subdivision of Lot C-1 within Lot C, formerly a portion of Irregular Tract No. 4A in the South Half (S1/2) of Section Twenty-two (22), Township One Hundred Three (103), Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota, pursuant to Tax Increment District Number 37, City of Mitchell Tax Increment Project Plan (the “Project Plan”).

SECTION 2. The City approved the Project Plan for TID #37 on August 5, 2024.

SECTION 3. The estimated Project costs to be paid by TID #37, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project	Number of Projects	Location	Amount	Reference
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs)		District	0	11-9-15(1)
Financing Costs		District	0	11-9-15(2)
Real Property Assembly		District	0	11-9-15(3)
Professional Fees		District	0	11-9-15(4)
Administrative Costs		District	0	11-9-15(5)
Relocation Costs		District	0	11-9-15(6)
Organizational Costs		District	0	11-9-15(7)
Discretionary Costs and Grants	1	District	\$519,347	11-9-15(8)
Eligible Project Costs			\$519,347	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed \$519,347 during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the “Act”). Subject to the constitutional debt provisions contained in the project plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #37 has or will be certified by the South Dakota Department of Revenue at approximately \$79,766.

SECTION 6. Financing for TID #37 shall be secured by the Developer procuring financing to fund the TID improvements through financing from a commercial lender, at Developer’s sole risk and expense. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer’s improvement of the TID under this Agreement. The Grant shall constitute “proceeds” under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a “zero interest” TID, meaning that City’s only obligation is to pay on the tax increment received from TID #37 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for public improvements in the tax increment district. TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, notwithstanding any other provision in this Agreement.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur is or will be owned by Developer, and the property shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the Grant funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer within five (5) years of the date of the creation of this TID #37 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #37.

SECTION 8. All positive tax increments received in Tax Increment District Number Thirty-seven shall, upon receipt by the City, be deposited in a special fund to be known as the “Tax Increment District Number Thirty-seven Fund,” hereinafter referred to as the “Fund,” pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 37 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #37. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 37, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this _____ day of August, 2024.

JT CARPENTER PROPERTIES LLC

By Travis Carpenter, Member

By Travis Carpenter, Member

STATE OF SOUTH DAKOTA SS
COUNTY OF DAVISON

On this the _____ day of August, 2024, before me, the undersigned officer, personally appeared Travis Carpenter and Jason Carpenter, who acknowledged themselves to be the Members of JT Carpenter Properties LLC, a South Dakota limited liability company, and that they as such Members being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by themselves as its Members.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

[remainder of page intentionally left blank
to accommodate City of Mitchell signature page]

Dated this _____ day of August, 2024.

CITY OF MITCHELL

(SEAL)

By _____
Jordan Hanson, Mayor

ATTEST:

Michelle Bathke, City Finance Officer

STATE OF SOUTH DAKOTA

SS

COUNTY OF DAVISON

On this the _____ day of August, 2024, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, South Dakota, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell, South Dakota.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

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 19, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-52, Plat of Lots 1A & 2A in Block 2 of Bayside Overlook Subdivision		
Explanation/Background of Agenda Item Requested:	Plat of Lots 1A & 2A in Block 2 of Bayside Overlook Subdivision in the SE 1/4 of the SE 1/4 of Section 4, Township 103 North, Range 60 West of the 5th P.M. in the City of Mitchell, Davison County, South Dakota; as requested by Horsemens' Sports Inc. Planning Commission motioned to approve; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-24.		

RESOLUTION #R2024-52

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 12th day of August, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D Kummer, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Robert D Kummer, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 19th day of August, 2024.

MAYOR

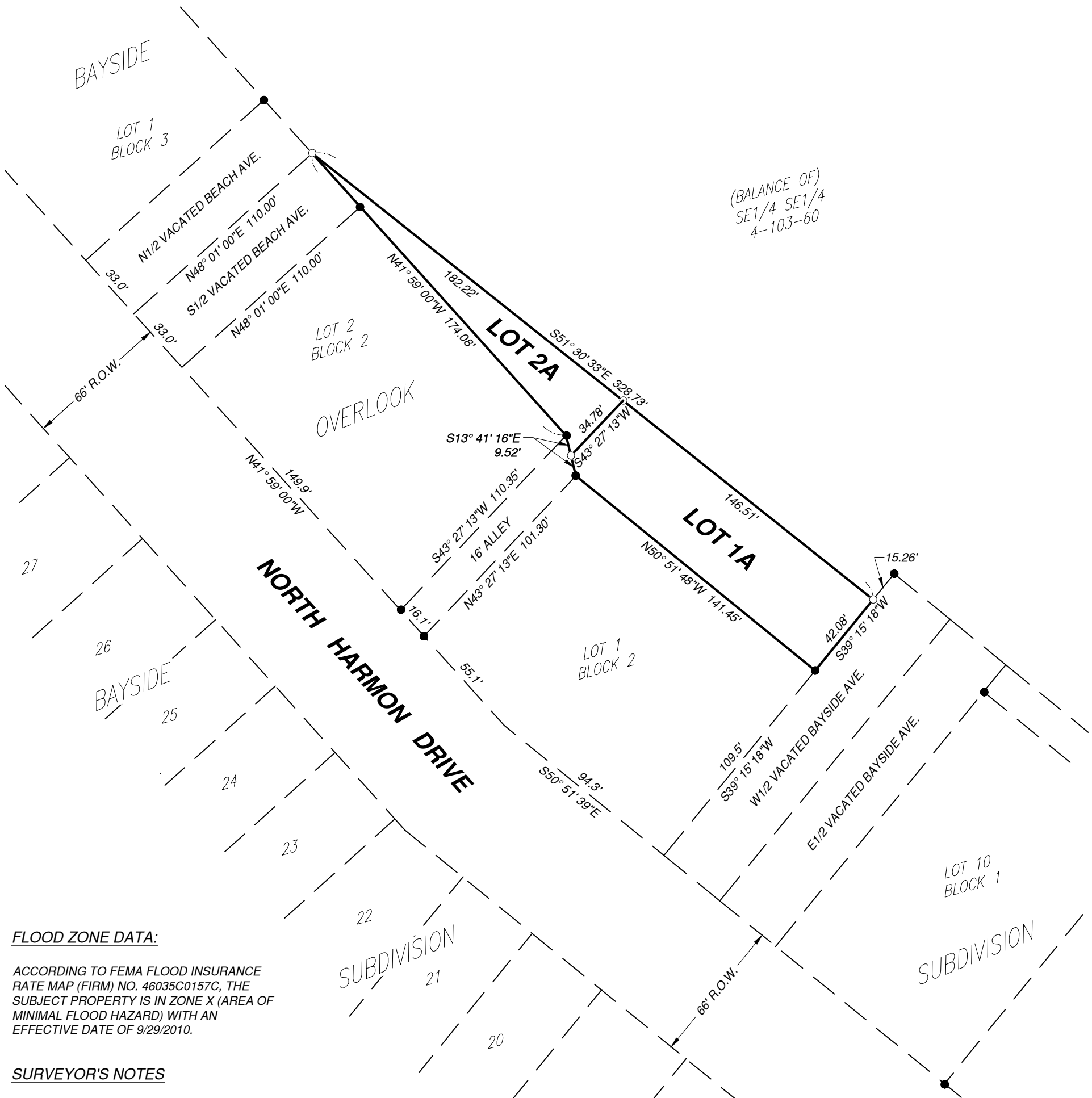
ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION

IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M.
IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA



FLOOD ZONE DATA:

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP (FIRM) NO. 46035C0157C, THE SUBJECT PROPERTY IS IN ZONE X (AREA OF MINIMAL FLOOD HAZARD) WITH AN EFFECTIVE DATE OF 9/29/2010.

SURVEYOR'S NOTES

- 1. BEARINGS ARE BASED ON SOUTH DAKOTA STATE PLANE, SOUTH ZONE.
- 2. ALL DISTANCES ARE GROUND.
- 3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED.

SURVEYOR'S CERTIFICATE

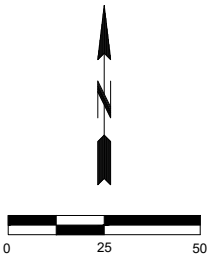
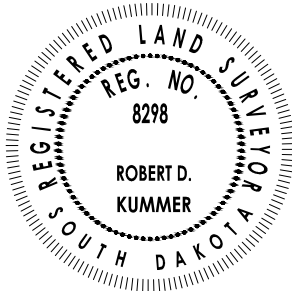
I, ROBERT D. KUMMER, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID ON OR BEFORE JULY 18, 2024, FOR THE PURPOSE OF PLATTING, DID SURVEY THAT PORTION AS SHOWN OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4 SE 1/4) OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.**

DATED THIS ____ DAY OF _____, 2024.

ROBERT D. KUMMER
REGISTERED LAND SURVEYOR NO. 8298

AREA TABLE

LOT #	SQUARE FEET	ACRES
LOT 1A	6,081	0.14
LOT 2A	2,764	0.06



VICINITY MAP
(NOT TO SCALE)

LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- FOUND SURVEY MONUMENT NO. 5 REBAR (UNLESS NOTED)
- SET NO.5 REBAR W/ CAP RLS NO. 8298

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

PLAT OF LOTS 1A & 2A IN BLOCK 2 OF
BAYSIDE OVERLOOK SUBDIVISION

PROJ. NO.: 23064
DATE: 07/18/2024
DRAWN BY: BTC
CHECKED BY: RDK
SHEET NO: 1 OF 2

PLAT OF LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION

IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M.
IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND EROSION AND SEDIMENT CONTROL LAWS, ORDINANCES, AND REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATER OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL, IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATION OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATION THAT WASTEWATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREETS, ROADS AND ALLEYS, AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT , INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ALLEYS, PARKS AND PUBLIC GROUNDS WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. I/WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICE UNDER, ON, OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

DATED THIS ____ DAY OF _____, 2024.

BRANDON NEUGEBAUER, PRESIDENT, HORSEMAN'S SPORTS INC., A SOUTH DAKOTA NONPROFIT CORPORATIONS, SHOWN IN THE PUBLIC RECORD AS HORSEMAN'S SPORTS, INC., A SOUTH DAKOTA NONPROFIT CORPORATION.

STATE OF: SOUTH DAKOTA)
:SS
COUNTY OF: DAVISON)

ON THIS ____ DAY OF _____, 2024, BEFORE ME, _____, THE

UNDERSIGNED OFFICER, PERSONALLY APPEARED, BRANDON NEUGEBAUER, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF HORSEMAN'S SPORTS INC., A SOUTH DAKOTA NONPROFIT CORPORATION, SHOWN IN THE PUBLIC RECORD AS HORSEMAN'S SPORTS, INC., A SOUTH DAKOTA NONPROFIT CORPORATION, THAT HE, AS SUCH POSITION, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS
____ DAY OF _____, 2024.

NOTARY PUBLIC, SOUTH DAKOTA

MY COMMISSION EXPIRES: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN/VICE CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, 2024.

CHAIRMAN/VICE CHAIRMAN CITY PLANNING COMMISSION

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, 2024; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF **LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA** BE AND THE SAME IS APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER/DEP. FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, 2024.

FINANCE OFFICER/DEP. FINANCE OFFICER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND THE FOREGOING) PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF _____, 2023.

COUNTY TREASURER/DEPUTY TREASURER
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I HEREBY CERTIFY THAT A COPY OF THE PLAT OF **LOTS 1A & 2A IN BLOCK 2 OF BAYSIDE OVERLOOK SUBDIVISION IN THE SE1/4 OF THE SE1/4 OF SECTION 4, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M. IN THE CITY OF MITCHELL, DAVISON COUNTY**, HAS BEEN RECEIVED BY ME AND FILED IN MY OFFICE.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
DAVISON COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS ____ DAY OF _____, 2024, AT ____

O'CLOCK __.M., AND RECORDED IN BOOK ____ OF PLATS ON PAGE ____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

PREPARED BY:



520 N LAWLER ST., SUITE 400
MITCHELL, SD 57301
PHONE: 605-292-0231
WEB: infrastructuredg.com

PLAT OF LOTS 1A & 2A IN BLOCK 2 OF
BAYSIDE OVERLOOK SUBDIVISION

PROJ. NO.: 23064

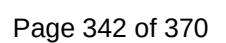
DATE: 07/18/2024

DRAWN BY: BTC

CHECKED BY: RDK

SHEET NO: 2 OF 2



[illegible]

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 19, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-53, Plat of Lot 58-B of Indian Head Subdivision, Lake Mitchell Development Plan		
Explanation/Background of Agenda Item Requested:	Plat of 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; as requested by City of Mitchell. Planning Commission motioned to approve; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-24.		

RESOLUTION #R2024-53

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 12th day of August, 2024; and

WHEREAS, it appears from an examination of the PLAT OF 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, 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 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, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 19th day of August, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



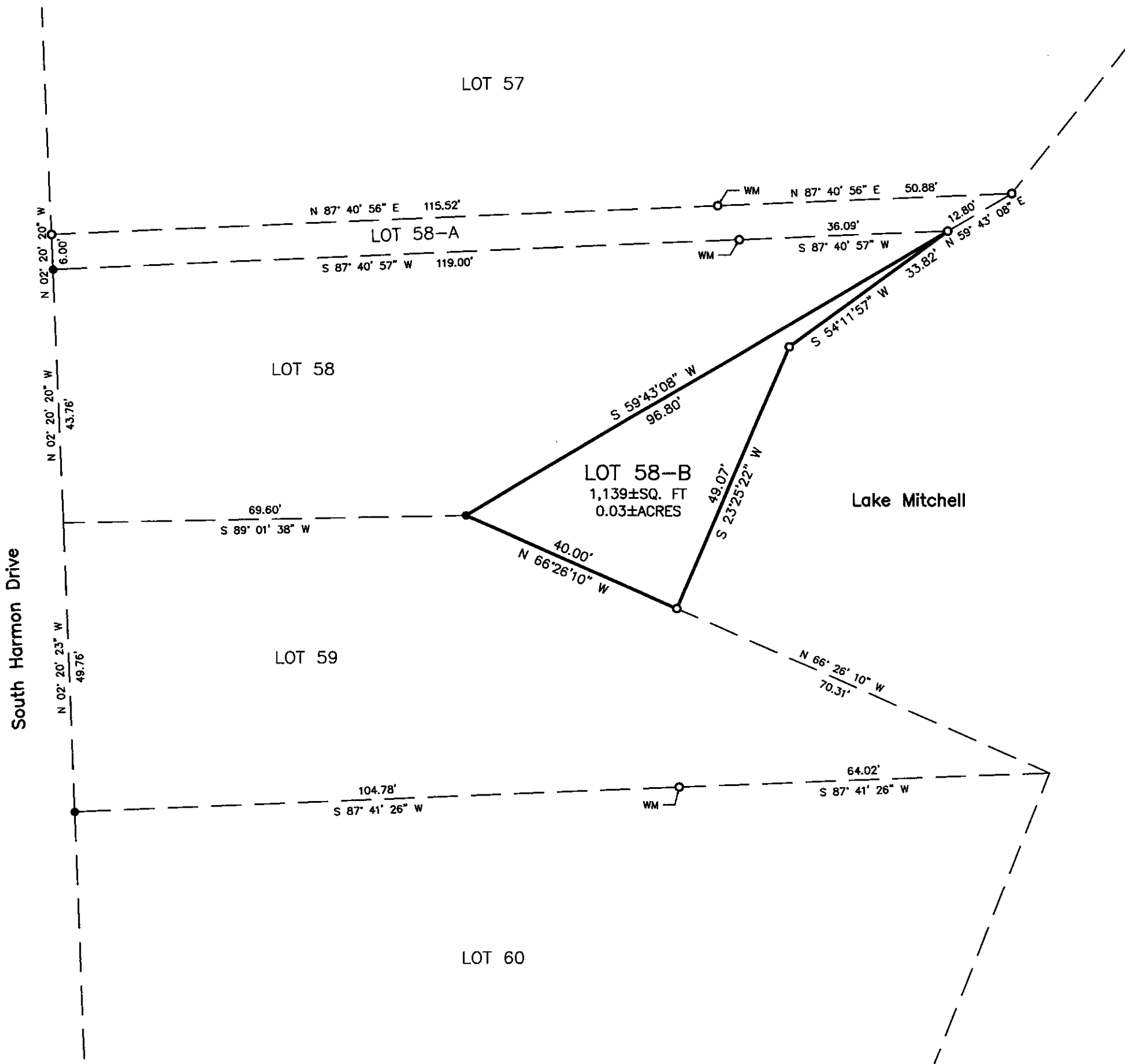
1 Inch = 20 Feet

- LEGEND**
- = FOUND IRON MONUMENT
 - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
 - 100' (P) = PLATTED BEARING OR DISTANCE
 - 100' = MEASURED BEARING OR DISTANCE
 - = SET NAIL
 - △ = SET SURVEY SPIKE
 - 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
 - = FOUND NAIL
 - ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
 - WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.



A PLAT OF 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

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the City of Mitchell, South Dakota, a South Dakota municipal corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to July 11, 2024, survey those parcels of land described as follows: 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.

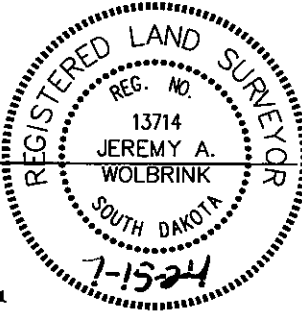
In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 15TH day of July, 2024.


Registered Land Surveyor #SD13714

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



A PLAT OF 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

OWNER’S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that the City of Mitchell, South Dakota, a South Dakota municipal corporation, hereby certifies that it is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in 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; that the plat has been made at the request of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known 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, as shown by this plat; and the City of Mitchell, South Dakota, a South Dakota municipal corporation, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lot 58-B shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists South Harmon Drive and that access to Lot 58-B shall be provided through Lot 58 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, by a separate document as needed. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

The City of Mitchell, South Dakota, a South Dakota
municipal corporation

Jordan Hanson, Mayor

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2024, before me, _____, the undersigned officer, personally appeared Jordan Hanson, of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____

RESOLUTION OF CITY PLANNING COMMISSION

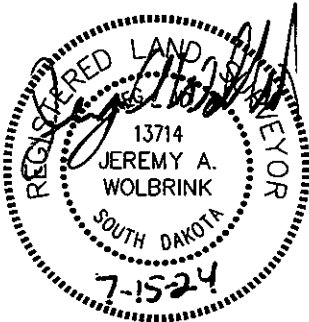
WHEREAS, the plat of LOT 58-B OF INDIAN HEAD SUBDIVISION, LAKE MITCHELL DEVELOPMENT PLAN IN THE SW 1/4 OF SECTION 4, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 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, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2024.

Chairperson/Vice-Chairperson of the City of Mitchell Planning Commission



A PLAT OF 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

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOT 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, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 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, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2024.

Finance Officer/Deputy Finance Officer

DIRECTOR OF EQUALIZATION

The undersigned hereby certifies that a copy of the plat of 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, has been received by me and is filed in this office.

Director of Equalization/Deputy Director of Equalization

Date _____

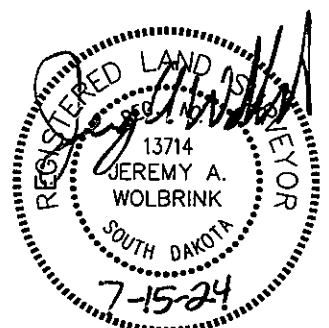
REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

FILED for record this _____ day of _____, 2024, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County

By _____ Deputy



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	August 19, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-54, Plat of Lot 68-A of Indian Head Subdivision, Lake Mitchell Development Plan		
Explanation/Background of Agenda Item Requested:	Plat of 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; as requested by City of Mitchell. Planning Commission motioned to approve; 7-aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-24.		

RESOLUTION #R2024-54

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 12th day of August, 2024; and

WHEREAS, it appears from an examination of the PLAT OF 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, 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 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, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 19th day of August, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 40 Feet

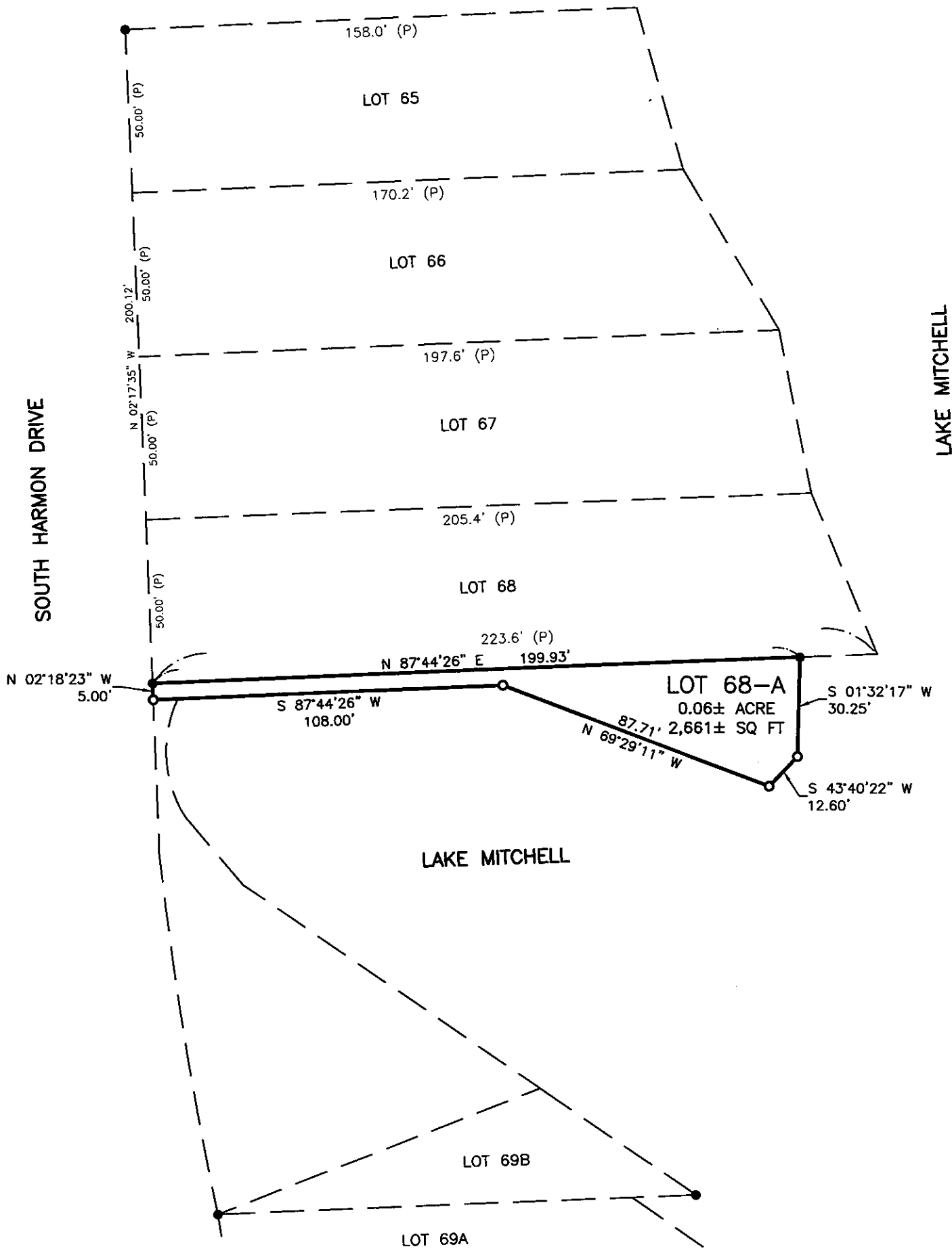
LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.



A PLAT OF 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

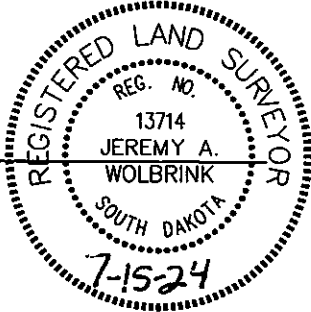
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the City of Mitchell, South Dakota, a South Dakota municipal corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to July 11, 2024, survey those parcels of land described as follows: 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.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 15TH day of July, 2024.

Jeremy A. Wolbrink
Registered Land Surveyor #SD13714



SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



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 19, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-55, Plat of Lot 108-A of Indian Head Subdivision, Lake Mitchell Development Plan		
Explanation/Background of Agenda Item Requested:	Plat of Lot 108-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; as requested by City of Mitchell. Planning Commission motioned to approve; 7 aye, 0 nay. Motion carried. See Planning Commission Unsigned Minutes 08-12-24.		

RESOLUTION #R2024-55

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 12th day of August, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOT 108-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, 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 108-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, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 19th day of August, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 40 Feet

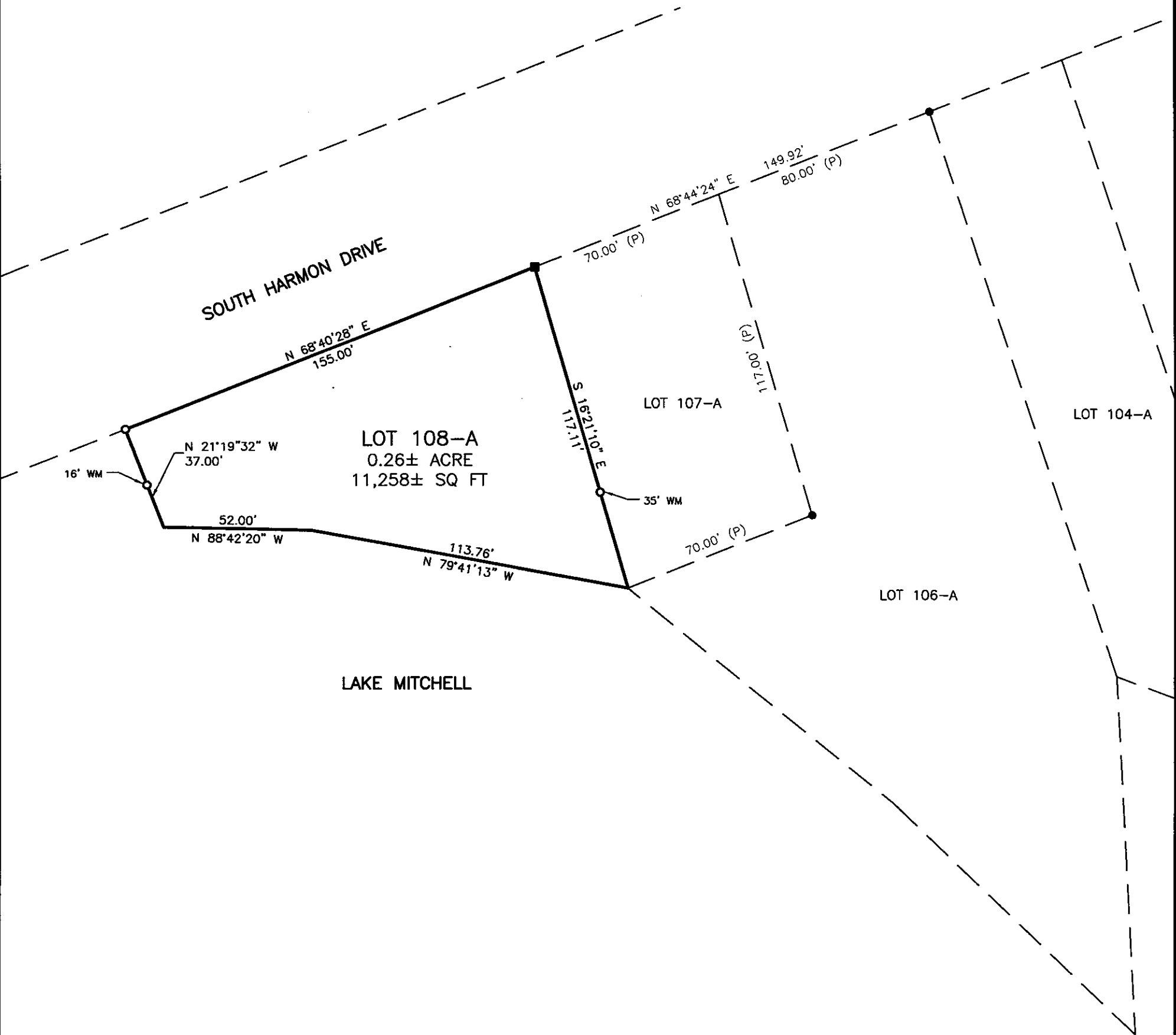
LEGEND

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- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.



A PLAT OF LOT 108-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

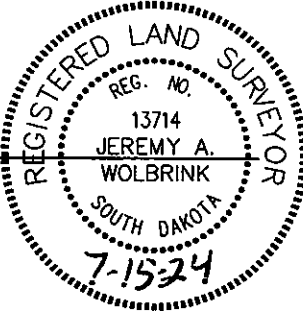
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the City of Mitchell, South Dakota, a South Dakota municipal corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to July 11, 2024, survey those parcels of land described as follows: LOT 108-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.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 15TH day of July, 2024.

Jeremy A. Wolbrink
Registered Land Surveyor #SD13714



SPN

& Associates
Engineers, Planners and Surveyors
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Page 358 of 370



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 19, 2024	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2024-56, Plat of Lots A, B, and C of Depot Second Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lots A, B, and C of Depot Second Addition to the City of Mitchell, Lying in the NE 1/4 of the SE 1/4 of Section 21, and in the NW 1/4 of the SW 1/4 of Section 22, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Palace Brewing LLC. Planning Commission motioned to approve; 5 aye, 0 nay, 2 abstain. Motion carried. See Planning Commission Unsigned Minutes 08-12-24.		

RESOLUTION #R2024-56

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 12th day of August, 2024; and

WHEREAS, it appears from an examination of the PLAT OF LOTS A, B, AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21, AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOTS A, B, AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21, AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 19th day of August, 2024.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 60 Feet

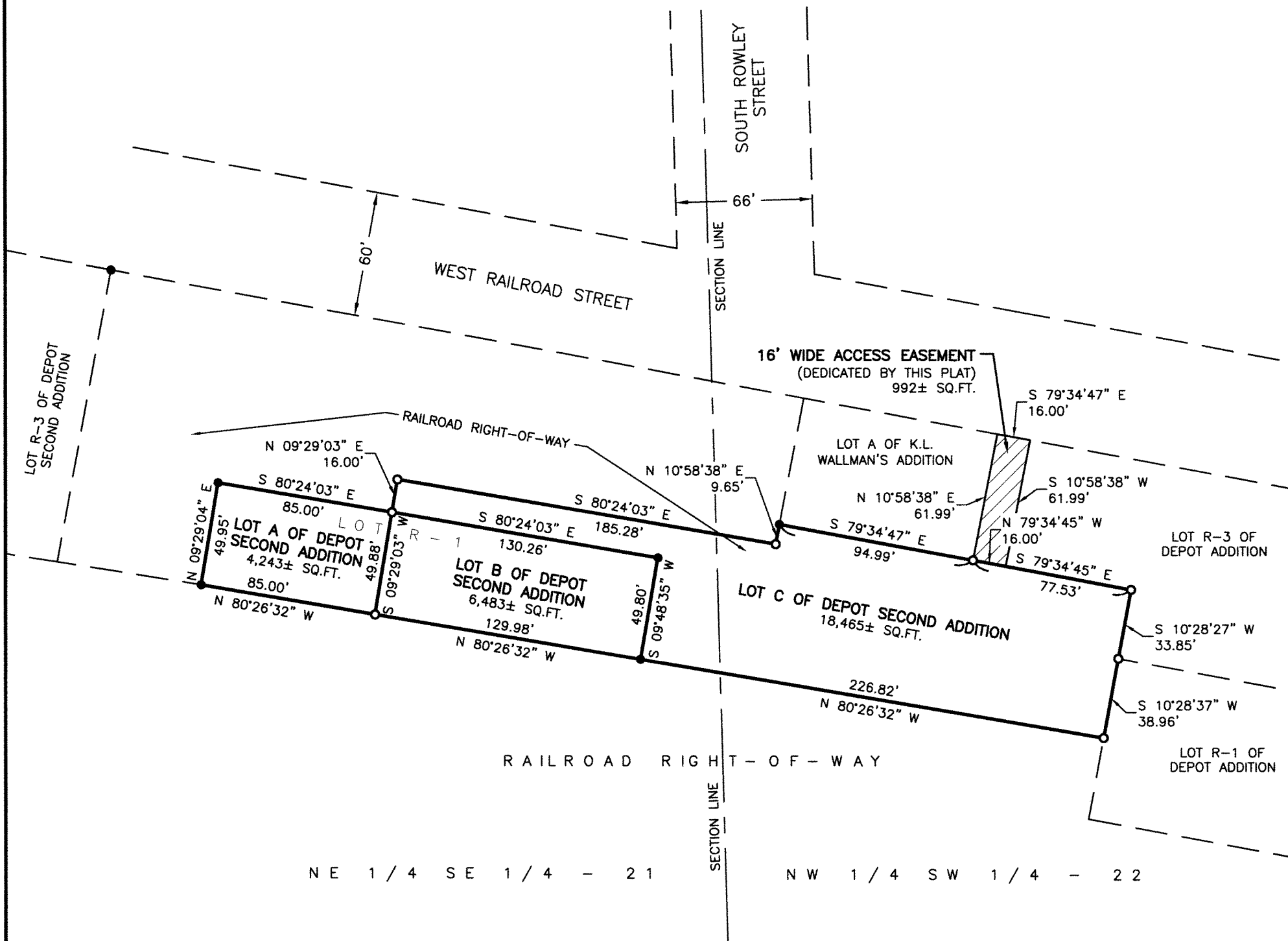
LEGEND

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- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.



A PLAT OF LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

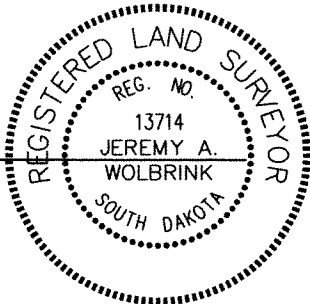
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of the owners as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under their direction for purposes indicated therein, I did on or prior to August 8, 2024, survey the parcels of land described as follows: LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted 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, AS RECORDED IN PLAT BOOK 21 ON PAGE 39.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this _____ day of _____, 2024.

Registered Land Surveyor #SD13714

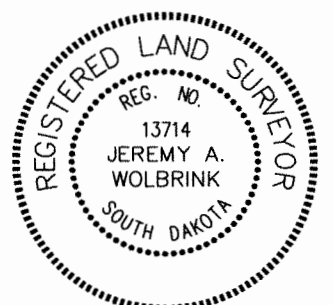


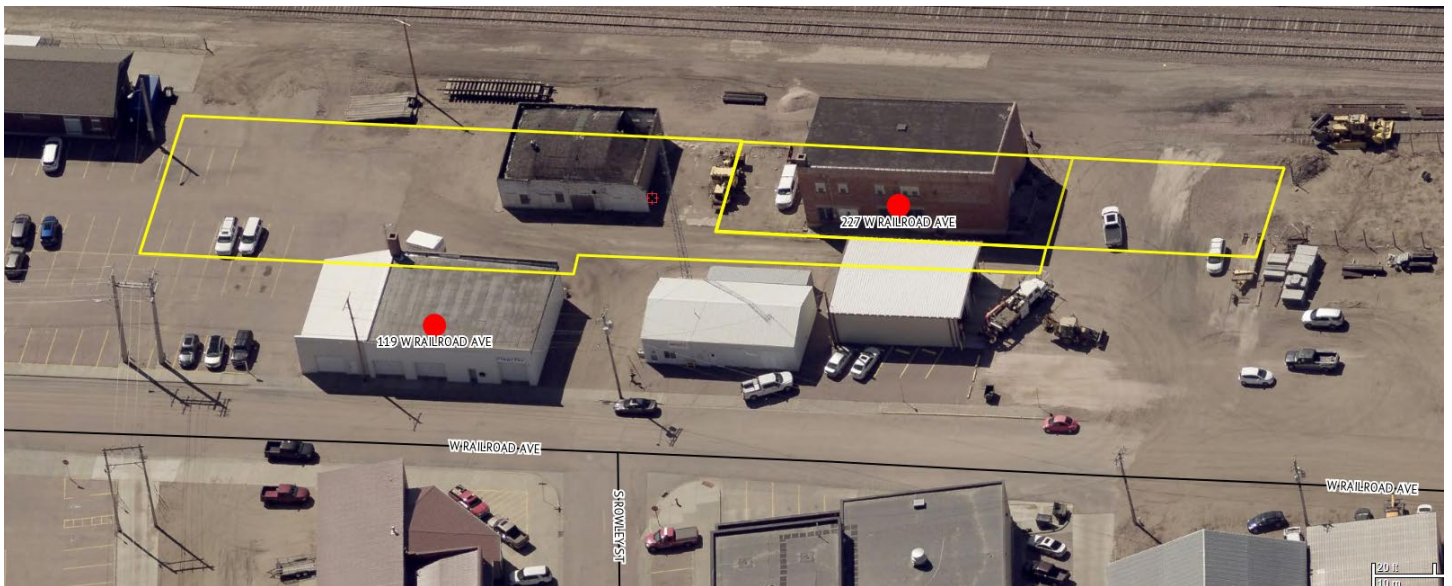
SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 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 19, 2024	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second Reading on Ordinance #O2024-06, 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: _____